



# 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, September 20, 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, September 16, 2016

### Agenda Items:

**10-A** Request from the Belfast Maskers to place a temporary hanging banner over a downtown street to advertise for their upcoming show Blithe Spirit.

Attached in your packet is a memo from Belfast Maskers member Sasha Kutsy. The group is hoping to hang a banner approximately 10 feet in length over either High Street or Main Street to advertise for their upcoming show Blithe Spirit which runs from October 14<sup>th</sup> through the 21<sup>st</sup>.

Within the City Sign Ordinance there are no provisions regarding such signs, and as the sign is proposed to be hung in the City right-of-way only the City Council has the authority to allow this type of sign.

There are still questions regarding how a sign such as this would be hung, as CMP does not want signs attached to their utility poles it would likely need to be attached to buildings.

Sasha Kutsy will be at the meeting to answer any questions you may have regarding the Belfast Maskers request.

**10-B Approval of the RSU #71 Referendum Election Warrant.**

The RSU #71 Referendum Election Warrant reflects one referendum question regarding the authorization of the RSU # 71 School Board to issue bonds or notes in the name of RSU #71 for school construction and renovation purposes in an amount not to exceed \$7,600,000. This needs to be approved and signed by the Council so we can post it.

**10-C Discussion on parking at the Boathouse for the November Election.**

In recent elections it has been brought to the City's attention that parking at the Boathouse for an election can be challenging at times. Knowing that Presidential Elections tend to have a higher voter turnout the City Clerk Amy Flood would like to take the time to discuss options with the Council on how best to approach the parking on November 8<sup>th</sup> so that the maximum amount of spaces are available for voter use.

**10-D First Reading on a request to amend the General Assistance Ordinance.**

Every year we are required by the State to update the dollar values for various types of assistance that are offered under the General Assistance Program. Attached in the packet is the States updated list of recommended maximum levels of assistance for a variety of human needs. We are required to adopt maximums in order to be eligible for reimbursement. We will be eligible for 70% reimbursement.

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

This is a First Reading, the Council will have the opportunity to discuss these changes and any question you may have with the General Assistance Administrator at the meeting.

**10-E Request for engagement of the City Auditor for the annual audit and authorization to sign the Auditor's management letter.**

Every year the City needs to do an audit. The beginning of the audit requires that the management sign a representation letter. It is a confirmation representation made to the auditor of the City's full disclosure and compliance with financial management standards applicable to the City. For the last several years they require a signature on this letter of not only the City Manager but a member of the Belfast City Council. A copy this engagement letter is in your packet for your consideration.

**10-F Update on the Rail Trail.**

The Rail Trail is not finished. The City's Works Department has done a tremendous amount of work at a pace they could afford in order to save as much as \$100,000 in the cost of building the Trail. Most recently they concentrated their efforts to help connect the Trail to the Armistice Bridge and the Harbor Walk. Many thanks again to the City's Public Works Department, the City's Planning Department for all the effort and work they did to get the temporary trail through Penobscot McCrum. A huge thank you to Penobscot McCrum and their owners and employees for giving the City a license to cross their property so that people can access the City owned Rail Trail. There are many issues that will still need to be ironed out on both the trail itself as well as our responsibility to Penobscot McCrum. The success of this trail is very much dependent on our collective ability to be a good neighbor to Penobscot McCrum and all the private property owners who own land on both sides of the Rail Trail. in how responsible to

1. We need to finish the project. We will need to reconvene the Construction Committee to help accomplish this. This includes:
  - the selection and placement of 2 more stone benches to honor 2 large donor contributions
  - We need to decide and build 2 kiosk that will not only display maps but also list the 250 plus donors who made the construction possible
  - Trail markers with distances and directions
  - permanent signage for City Point, Upper Bridge and possibly on the Pierce Street side of Penobscot McCrum

- Lay out a more permanent parking set up at Upper Bridge that offers the best sight distance for entering and exiting the parking lot.
- Permanent Bathrooms at City Point
- Wooden handicapped accessible decking at City Point to connect parking to the Trail
- Install removable bollards at driveway intersections to prevent vehicle access

2. We need to address policy issues on trail use

- Create a Trail Oversight Committee that includes neighbors?
- Clarify for the public that the permitted access across Penobscot McCrum will indeed be closed from time to time- for servicing various components of the Manufacturing facility. This may well affect those riding bikes to school, work, appointments and others who are using the Trail as a transportation corridor. The City has only a license here- not an ownership interest- and as such Penobscot McCrum can end it at any time. This is why it is so crucial that we respect the Company's need not to have the access interfere with their ongoing business.
- We have fines set for operating motorized vehicles in violation of Coty Ordinance against such conduct- do we need to extend punitive fines for leaving dog waste behind?

3. We need to clearly identify and support a Trail maintenance Plan. Public Works, Parks and Recreation, the City's Facilities Manager and the Police Department will each play a role here

**10-G** Request by Economic Development Director to have the City Council appoint members to an ad hoc committee charged with recommending a qualified environmental professional to carry out environmental assessment work under the City's EPA Brownfields Assessment Grant.

At its meeting of July 19<sup>th</sup>, 2016, the Belfast City Council authorized the creation of a five-person ad hoc committee, which was charged with managing the process for hiring a 'Qualified Environmental Professional' that would carry out environmental assessment and site reuse and cleanup planning activities under the City's recently-awarded Brownfields Assessment Grant from the U.S. Environmental Protection Agency.

Specifically, this committee would do the following: 1) create a Request for Proposals/Request for Qualifications (or update/revise the City's existing one); 2) advertise the Request for Proposals/Request for Qualifications; 3) review Proposals/Qualifications received; 4) if deemed to be necessary, hold interviews; and 5)

present a recommendation to contract with a selected firm, for the City Council to approve at a future meeting.

It was discussed at the July 19<sup>th</sup> meeting that two of the five spots on this committee would be taken by City staff (specifically, the City's Economic Development Director and the City's Assistant Planner). If that is still acceptable, that would leave three spots on the committee to be filled.

A notice asking for individuals to apply to this committee was placed on the City's website, and the Economic Development Director also solicited individuals to apply. As of September 13<sup>th</sup>, applications had been received from the following individuals: Greg Biddinger; Jane Laren Daye; and Gordon Fuller. The Economic Development Director recommends that these individuals be appointed to this committee.

(Mr. Fuller, who would bring extensive brownfields experience to this committee, due to his previous career at the Maine Department of Environmental Protection, is not a resident of Belfast (he resides in Northport), and so the City Council would need to waive the requirement that a committee member must be a Belfast registered voter, in order to allow him to serve on this committee.)

#### **10-H Discussion on possible funding for a fuel system at the Belfast Airport.**

The Airport is an economic development asset. The Airport Committee often asserts that it is a transportation hub much like the Harbor and we should invest in it as we do the Harbor.

For many years the City had a Fixed Based Operator (FBO) at the Belfast Airport. This was someone who owned a plane, provided charter services, sold gasoline, rented tie downs to visiting planes and had the capacity to do some plane maintenance. Unfortunately, there was not enough money in any one of these items service areas to entice someone into being a FBO here. We believe that only a broad range of these services would enable someone to make a go of it. For many years the FBO also occupied a city owned office with a bathroom that served as a central point of contact for the entire airport and all of its visitors. The FBO's presence served as the daily eyes and ears at this municipal facility. The business barely survived as there was not as much demand here to justify all of the infrastructure the business required. Part of that infrastructure was the private ownership of the fuel/Gas system which had to be manually run and was not set up to accept credit cards. As a consequence the former FBO sold little fuel because of inconvenience and lower sales then led to higher prices. Local pilots most often were going somewhere else to buy their gas.

Our old FBO eventually sold his business to a new group who came in and they folded in less than a year because they could not make enough money to justify staying. When they left they took their fuel system with them.

This also created a management void in the day to day review of the whole facility. We could no longer rely on a timely phone call from the FBO to alert us to broken equipment, icy runways, vandalism, and communications back to visiting pilots or repairs that needed to be made. This has put an additional strain on our Economic Development Director whose role as Airport Manager should be more project and policy management.

Our recent solicitation for a new FBO resulted in only one positive proposal and that was to offer maintenance services only. We had another proposal that would cost us almost \$40,000 a year to supplement their proposal. In other words there was still not enough money to be made at the Airport by offering these various FBO services. The private cost of installing a private fuel system was part of the investment that would be too high to make the effort worthwhile.

For over a year we have been without fuel sales at the Airport which is a pretty basic service at all airports. We pursued one with Federal Grants but the FAA has said that we must address all Airport safety issues first before they would consider funding any non-safety improvements. With other projects in motion such as the tree airspace clearance work and the Parallel taxiway it would be several years before we could access Federal money for a fuel system.

However, if we financed one now and built it we could still get federal funding to reimburse us in future years.

We need to move the Airport forward and get it out of the cycle of basic inadequate service by making fuel available by credit card at the Airport while at the same time creating a revenue stream that may attract a permanent broad based FBO in the future.

We see two choices. Wait several years before we can get federal funding to help with 90% of the cost of installing a fuel system at the Airport or using City finds now to make that investment and service available today and then seeking reimbursement in the future when our other safety projects are resolved.

We think we are looking at \$90,000 or less. We would propose to pay for it from the Business Park Development account which has collected the monies over the years for the sale of lots in the Business Park. There is presently \$219,493 in this account. The money was saved to support the business Park and for economic development and I think this would qualify to support both.

Finally I note that the Airport may well be an important part of our ability to fill 300,000 square feet of unused office space at the former Bank of America facility on Route #3. This is not just an issue for the creation of jobs but it is also an issue of trying to maintain real estate tax support for the City. Empty buildings can mean lower property valuations and therefore lower property taxes for those empty buildings. The commercial sector pays 35% of all our local property taxes. A loss in value in commercial property shifts that tax burden to the residential sector.

**10-I** Second Reading on a proposed Contract Rezoning Agreement for Phoenix Row Investments, LLC located at 157, 159 and 161 High Street, Map 11, Lot 89.

The Planning Board approved the Phoenix Row Subdivision Plan and has recommended that the Council adopt a Contract Rezoning Agreement for this project at its meeting of August 10<sup>th</sup>.

The proposed project requires a Contract Rezoning Agreement from the Council because one of the three proposed lots are less than the minimum lot size required for the Downtown Commercial zoning district. Council adopted Ordinance amendments to Chapter 102, Zoning, Article X, Contract Rezoning, at its meeting of June 21, 2016 to allow this type of request.

The City Council approved the proposed contact as a First Reading at their meeting on September 6<sup>th</sup> and will conduct a Public Hearing at the beginning of the meeting on September 20<sup>th</sup> to give the public an opportunity to weigh in. The City Planner Wayne Marshall has attached a memo and draft Contract Rezoning Agreement for your consideration. He will be present at the meeting to answer any question you may have.

**10-J** Update on current projects from City Planner Wayne Marshall.

This will be a verbal update to the Council regarding a number of current projects including: Front Street Reconstruction, CMP Washington Street Remediation Project and the East Side Harbor Walk.

**10-K** Discussion on State Revisions to Sign Standards for Political Signs and the City's Sign Ordinance.

On July 28<sup>th</sup> new State guidelines went into effect for the regulation of political signs and other temporary signage in the right-of-way. City Planner Wayne Marshall has attached

a memo outlining these changes, as well as the new State law and Temporary Sign provisions of the Sign Ordinance amendments that the Council adopted in August.

The City Council is not required to take any specific action on the issue at this time; this is an opportunity to for Council discussion. The City Planner will be at the meeting to review these State revisions.

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

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

**10-N** Request to go into Executive Session to discuss a Personnel matter pursuant to 1 M.R.S.A. 405 (6) A.

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

That's about it for now. Many know I was unavailable for 7 days because of surgery. I want to thank the City Department Heads and the Staff of this office for taking such good care of this City in my absence. I never do anything well without them and while I see my responsibility as one of trying to help them, is it great to see how little they actually need my assistance. The people of this City and I are both fortunate that we are blessed with so many great City employees. Their personal dedication and willingness to help one another to benefit you, me and all of the citizens of this community is much appreciated and admired.

**City of Belfast  
Consent Agenda  
Tuesday, September 20, 2016  
Meeting #6**

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 an application by Randall Collins VFW Post 3108 located at 34 Field Street, Belfast, Maine for a renewal Malt, Spirituous and Vinous Restaurant Class liquor license, interior and exterior decks.**

Motion to approve an application by Randall Collins VFW Post 3108 located at 34 Field Street, Belfast, Maine for a renewal Malt, Spirituous and Vinous Restaurant Class liquor license, interior and exterior decks.

- B. Request to approve a renewal Special Amusement Permit for Randall Collins VFW Post 3108 located at 34 Field Street, Belfast, Maine for live music, vocals, karaoke, DJ, dancing, and all live entertainment (interior/exterior).**

Motion to approve a renewal Special Amusement Permit for Randall Collins VFW Post 3108 located at 34 Field Street, Belfast, Maine for live music, vocals, karaoke, DJ, dancing, and all live entertainment (interior/exterior).

- C. Request to approve an off premises catering permit for American Legion Frank D. Hazeltine Post #43 for the Patient Airlift Services (P.A.L.S.) Fund Raiser event located at the American Legion Hall (Main Function Hall) 143 Church Street, Belfast, Maine on September 24, 2016 from 4:00 p.m. to 12:00 a.m.**

Motion to approve an off premises catering permit for American Legion Frank D. Hazeltine Post #43 for the Patient Airlift Services (P.A.L.S.) Fund Raiser event located at the American Legion Hall (Main Function Hall) 143 Church Street, Belfast, Maine on September 24, 2016 from 4:00 p.m. to 12:00 a.m.

- D. Request to approve a Facility Use application by the Belfast Rotary Club for use of City streets for the 23<sup>rd</sup> Annual Pancake 5k Run/Walk event starting at the Belfast Area High School on Sunday, October 9, 2016 at 9:00 a.m.**

Motion to approve a Facility Use application by the Belfast Rotary Club for use of City streets for the 23<sup>rd</sup> Annual Pancake 5k Run/Walk event starting at the Belfast Area High School on Sunday, October 9, 2016 at 9:00 a.m.

- E. Request to approve a Facility Use application by the Waldo County Y for use of City streets for the Annual Child Shall Lead Race/Walk on Sunday, October 9, 2016 beginning at 8:00 a.m. from the Belfast Area High School.**

Motion to approve a Facility Use application by the Waldo County Y for use of City streets for the Annual Child Shall Lead Race/Walk on Sunday, October 9, 2016 beginning at 8:00 a.m. from the Belfast Area High School.

9.D

## **MEMORANDUM**

September 13, 2016

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

From: Norm Poirier, Belfast Parks and Recreation Department

Cc: Chief McFadden, Belfast Police Department  
Bob Richards, Belfast Public Works Director

Re: Request for City Facilities

The Belfast Rotary Club has submitted a Facility Use application to organize and operate the 23rd Annual Pancake 5K Road Race on Sunday, October 9<sup>th</sup> from 7:30-11:00 a.m. starting and finishing at Belfast Area High School parking lot. The actual start time of the race is scheduled for 9:00 a.m. after the finish of the "Child Shall Lead" race.

Last year the Rotary Club organized and operated the Road Race in the same fashion, as part of a fundraising event and did an excellent job with volunteers stationed in strategic locations along the race route. All volunteers wore reflective safety vest while acting as traffic security for the event / participants.

City staff has reviewed this application and recommends approval of the request.

**Request to use Facilities  
Belonging to the Citizens of the City of Belfast**

It is the general policy of the City of Belfast 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, including all streets, roads, easements and rights of way. 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 and whom you represent?

Leonard Kalinowski / Belfast Rotary Club

2. What facilities would you like to use or what permissions are you seeking with respect to property owned by the Citizens of Belfast? Please be specific \_\_\_\_\_

The streets (some of them) of Belfast

3. What dates and times do you wish to have this event? October 9, 2016 / 07:30-10:30a.m.

3a. Do you have a rain date and if so when? N/A

4. Will you want to put up banners or signs? (If so where and the dates the signs will be put up and taken down) Two banners: September 24-October 19, 2016

Hwy 1 & Hwy 3 (Dutch Chevrolet) / Hwy 1 and Northport Avenue (Belfast Veterinary Hospital)

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

6. Please describe this event in detail. If there is a schedule then attach it and explain it here.

23rd Annual Pancake 5K Run/Walk: Set up 08:30-09:00a.m.; start time 09:00a.m. from Belfast Area

High School; all runners and walkers should finish by 10:00a.m.; clean up 10:00-10:30a.m.



# CERTIFICATE OF LIABILITY INSURANCE

7/1/2017

DATE (MM/DD/YYYY)  
07/06/2016

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

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

<b>PRODUCER</b> LOCKTON COMPANIES 500 West Monroe, Suite 3400 CHICAGO IL 60661 (312) 669-6900	<b>CONTACT NAME:</b> Lockton Companies <b>PHONE (A/C No. Ext):</b> 1-800-921-3172 <b>E-MAIL ADDRESS:</b> rotary@lockton.com	<b>FAX (A/C. No):</b> 1-312-681-6769
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> All Active US Rotary Clubs & Districts 1393456  Attn: Risk Management Department 1560 Sherman Ave. Evanston, IL 60201-3698	<b>INSURER A:</b> Lexington Insurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES** ROTIN01      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			015375594	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			015375594	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

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

The Certificate Holder is included as Additional Insured where required by written contract or permit subject to the terms and conditions of the General Liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

<b>CERTIFICATE HOLDER</b> City of Belfast Maine Belfast Area High School	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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City of Belfast - Facilities Request Form

7. How many people do you expect? 100-120

8. Will you be charging admission to this event? Yes: Registration fee for runners

9. Will you be selling things at this event? Yes

If so what? Event t-shirts

10. Will any alcohol be served or consumed at this event? (If yes provide details) N/A

11. 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

12. Will you be renting spaces to vendors on City Property? N/A

13. Describe what type of vendor and the charges you propose to assess against them.  
N/A

14. Will you have insurance in the amount of \$1,000,000 that also names the City of Belfast as an "additional named insured party" to hold the City harmless from any and all injuries that may occur as the result of any negligence on your part in conducting this event?  
Yes; current policy attached (to be renewed July 2016)

15. Who is your insurance agent that will provide proof of this coverage to the City?  
Lockton Companies, LLC-K Chicago, 312-669-6900

16. Noise: What kind of noise do you expect to generate at this event and during which specific periods of time? Fans; mostly at the start and finish at BAHS

17. How do you propose to handle garbage removal? Rotary will collect and dispose of any and all garbage

City of Belfast - Facilities Request Form

18. How do you propose to handle parking? BAHS parking lot

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

20. How do you propose to handle the need for restrooms? BAHS facilities

21. What is your plan/need for electricity or water? N/A

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

N/A

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

Leonard Kalinowski / 207-218-4049 (Home) / leonard\_kalinowski@yahoo.com

Ed Varney / 207-338-0500 (Work) / evarney@damariscottabank.com/

What specific City services or assistance are you asking for? \_\_\_\_\_

**Department**

**Service Requested**

City Manager \_\_\_\_\_

Police Continue "gentleman's agreement" to have an available officer at start

Fire/Ambulance \_\_\_\_\_

Parks \_\_\_\_\_

Public Works \_\_\_\_\_

Harbor \_\_\_\_\_

Planning (Maps) \_\_\_\_\_

Cable TV \_\_\_\_\_

City of Belfast - Facilities Request Form

***Please draw a diagram of the area your proposing to use and how it will be laid out***

Route map attached

2 Attachemnts

1. Current insurance policy
2. Route map

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

City Manager's Office \_\_\_\_\_  
\_\_\_\_\_

City Clerk's Office \_\_\_\_\_  
\_\_\_\_\_

Police Department \_\_\_\_\_  
\_\_\_\_\_

Fire/Ambulance Department \_\_\_\_\_  
\_\_\_\_\_

Parks Department \_\_\_\_\_  
\_\_\_\_\_

Public Works Department \_\_\_\_\_  
\_\_\_\_\_

Harbor Master \_\_\_\_\_  
\_\_\_\_\_

Boat House Coordinator \_\_\_\_\_  
\_\_\_\_\_

Planning Department \_\_\_\_\_  
\_\_\_\_\_

Other Notes: \_\_\_\_\_  
\_\_\_\_\_

9.E

**MEMORANDUM**

September 14, 2016

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

From: Norm Poirier, Belfast Parks and Recreation Department

Cc: Chief McFadden, Belfast Police Department  
Bob Richards, Belfast Public Works Director

Re: Facility Use Request – Child Shall Lead Waldo Y Race/Walk

The Waldo County Y has submitted an application for the annual Child Shall Lead Run/Walk Race on Sunday, October 9, 2016 from 7:30-8:45 a.m. This annual event will leave BAHS at 8:00 a.m. and travel down Waldo Avenue to Main Street and return to BAHS. This event is held in conjunction with the Rotary's Pancake 5K held the same morning.

The Belfast Parks and Recreation Department and Belfast Police Department are in support of this event. The Belfast Rotary Club is aware of and supports this event taking place prior to the 5K Road Race.

The Parks and Recreation Commission did not review this application due to the timing of their next monthly meeting.



2073386222

attn: Norm Parier

**Facilities Use Request  
City of Belfast, Maine**

EVENT: A Child Shall Lead Race

DATES: 10/1/2016 EVENT REPRESENTATIVE: Brandon Hall

PROPOSED LOCATION/AREA TO BE USED: Waldo Avenue (Belfast Area High School to Main Street)

**All applications and related documents to be returned 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?

Brandon Hall , 2078775649 , sports@waldocountyymca.org ,  
Waldo County YMCA

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

This is a traditional annual race for children up to  
13 yrs of age in conjunction with the Belfast Rotary  
Club Pancake 5K Race immediately following.

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.

Waldo Avenue Street and Sidewalks

Belfast Area High School driveway and main entrance  
and cafeteria

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

Sunday October 9, 2016

7:00-7:45am Registration 8:00am Start to ~9:30am Finish/awards

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

Waldo Avenue from 7:45am - 9:30am

Sunday October 9, 2016

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

Volunteers will direct traffic on either end of Waldo Avenue  
to other route (Field Street and High Street) and at intersections  
of Charles Street and Anderson Street

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?

~50 participants and 10-15 volunteers

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

No



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

Very minimal in morning during race (8:00am-9:30am)

16) How do you propose to handle garbage removal?

Bringing own trash cans, removal at the YMCA transport

17) How do you propose to handle parking?

Belfast Area High School Parking Lot, enter near buses

18) How do you propose to handle security?

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

Belfast Area High School restrooms

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

Belfast Area High School

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?

Branden Hall 207-877-5649

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

No



## 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
  - No - 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
- N/A 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:

09/15/2016

Printed Name:

Brandon Hall



# CERTIFICATE OF LIABILITY INSURANCE



WALDO-5

OP ID: MF

DATE (MM/DD/YYYY)

02/02/2016

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

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

<b>PRODUCER</b> Allen Insurance Camden 34-36 Elm Street PO Box 578 Camden, ME 04843 Karen L. Reed, CRIS	<b>CONTACT NAME:</b> Karen L. Reed, CRIS <b>PHONE (A/C, No, Ext):</b> 800-439-4311 <b>E-MAIL ADDRESS:</b> kreed@allenif.com	<b>FAX (A/C, No):</b> 207-236-6647
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> <b>Waldo County YMCA</b> <b>Sue Lapham</b> <b>157 Lincolnville Ave</b> <b>Belfast, ME 04915</b>	<b>INSURER A:</b> Philadelphia Insurance Co	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PHPK1438001	01/01/2016	01/01/2017	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>3,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>3,000,000</b> \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b> OCCUR CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The Certificate Holder listed below is also named as Additional Insured for General Liability.

**CERTIFICATE HOLDER****CANCELLATION**

<b>CITYB-2</b>  <b>City of Belfast</b> <b>131 Church St</b> <b>Belfast, ME 04915</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <b>Karen L. Reed, CRIS</b>
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10.A



City of  
Belfast

Manda Cushman <managersasst@cityofbelfast.org>

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## hanging banner

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Sasha <sashakutsy@hotmail.com>

Tue, Sep 13, 2016 at 11:43 AM

To: "managersasst@cityofbelfast.org" <managersasst@cityofbelfast.org>

Cc: Erica Rubin Irish <erica.rubin.irish@gmail.com>, Judi Erickson <mizdirected@hotmail.com>

Hello Mandy,

The Belfast Maskers are wondering about the possibility of hanging a banner to let folks know about their upcoming show, Blithe Spirit. If possible, we would like to hang a banner (approximately 10' in length, but this is not set in stone) over either Maine St. or High St. downtown. The show dates are the weekends of October 14th and October 21st. It would be great to hang the banner at least one week prior to the show and have it up through October 23rd... but we are very flexible.

Is this something that needs to be put on the agenda of the next City Council meeting or can we come present in the start of the meeting?

Thank you,

Sasha Kutsy

338-4993

**10. B**

**WARRANT AND NOTICE OF ELECTION  
CALLING REGIONAL SCHOOL UNIT NO. 71 REFERENDUM  
(20-A M.R.S. §§ 1501-04)**

TO: Rhoda Sutfin, a resident of Regional School Unit No. 71, composed of the City of Belfast and the Towns of Belmont, Morrill, Searsmont, and Swanville, State of Maine.

In the name of the State of Maine, you are hereby ordered to serve upon the municipal clerks of each of the municipalities within Regional School Unit No. 71, namely, the City of Belfast and the Towns of Belmont, Morrill, Searsmont, and Swanville, an attested copy of this warrant and notice of election. Service shall be in hand within three (3) days of the date of this warrant and notice of election. The municipal clerks of the above municipalities shall immediately notify the respective municipal officers. The municipal officers shall meet forthwith and countersign this warrant and notice of election. The municipal officers shall provide below for the respective municipal clerks to post or have posted this warrant and notice of election.

**CITY OF BELFAST  
REGIONAL SCHOOL UNIT NO. 71 REFERENDUM  
WARRANT AND NOTICE OF ELECTION**

Waldo County, ss.

State of Maine

TO: Michael McFadden, Constable of the City of Belfast: You are hereby required in the name of the State of Maine to notify the voters of this municipality of the election described in this warrant and notice of election.

TO THE VOTERS OF THE CITY OF BELFAST: You are hereby notified that a Regional School Unit No. 71 referendum election will be held at the following locations:

Wards 1-4: The Belfast Boat House, 34 Commercial Street, in the City of Belfast  
Ward 5: The United Methodist Church, 23 Mill Lane, in the City of Belfast

at 8:00 A.M. on Tuesday, November 8, 2016 for the purpose of determining the following question:

Question 1: Do you favor authorizing the school board of Regional School Unit No. 71 ("RSU 71") to issue bonds or notes in the name of RSU 71 for school construction and renovation purposes in an amount not to exceed \$7,600,000 to construct and equip additions and renovations to the Belfast Area High School?

The polls must be opened at 8:00 A.M. and closed at 8:00 P.M.

The Registrar of Voters will hold office hours while the polls are open to correct any error in or change a name or address on the voting list, to accept the registration of any person eligible to vote, and to accept new enrollments.

A person who is not registered as a voter may not vote in any election.

Given under our hand this day, September 12, 2016 at Belfast, Maine.

Jenny Wade  
Bernadette V.  
Edie Jones  
Laura Newsom  
[Signature]

Patricia J. Miller  
[Signature]  
[Signature]  
[Signature]

A majority of the School Board of Regional School Unit No. 71

A true copy of the Warrant and Notice of Election, attest:

Rhoda Sutfin  
Rhoda Sutfin  
Resident of  
Regional School Unit No. 71

Countersigned this \_\_\_\_\_ day of \_\_\_\_\_, 2016 at the City of Belfast, Maine.

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

A majority of the municipal officers of the City of Belfast

A true copy of the Warrant and Notice of Election, attest:

\_\_\_\_\_  
Amy Flood, Municipal Clerk  
City of Belfast

10.D

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

September 14, 2016

RE: adopting Maine Municipal Association's Model General Assistance Ordinance and Appendices (A-C) for the period of October 1, 2016 – September 30, 2017.

Dear Council Members:

Appendix A

The Overall General Assistance Maximum Allowance has increased as follows:

<i>2015-2016 (Monthly)</i>	<i>2016-2017 (Monthly)</i>	<i># of Persons in household:</i>
\$649.00	\$655.00	1
\$737.00	\$741.00	2
\$873.00	\$876.00	3
\$1,189.00	\$1,191.00	4
\$1,265.00	\$1,266.00	5

\*allow \$75 for each odditional person

\*allow \$75 for each additional person

Appendix B  
Food Maximums

\*No change from 2015 - 2016

Appendix C

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

**RECOMMENDATION:** As last year, I recommend not adopting these suggested housing maximums. Eligibility will then be analyzed in terms of the Overall Maximum – Appendix A.

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

The GA Housing Maximums (Appendix C) are as follows:

	<b>UNHEATED</b>		<b>HEATED</b>	
Bedroom	Weekly	Monthly	Weekly	Monthly
0	\$116.00	\$497.00	\$138.00 - was \$136	\$592.00 -was \$590
1	\$127.00 - was \$125	\$547.00 - was\$538	\$156.00 - was \$155	\$671.00 - was \$667
2	\$149.00 - was \$147	\$639.00 - was \$631	\$184.00	\$793.00 - was \$791
3	\$211.00 - was \$209	\$908.00 - was \$898	\$255.00 - was \$254	\$1096.00 - was \$1094
4	\$215.00 – was \$213	\$926.00 – was \$917	\$269.00	\$1155.00

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

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

Respectfully,

Pamela Chase

cc: Joe Slocum

Oct 1, 2016 to Sept 30, 2017

**OVERALL MAXIMUMS**

Persons in Household				
1	2	3	4	5
655	741	876	1,191	1,266

Household of 6 = 1,341

\* Add \$75 for each additional person

**Housing Maximums**

BEDROOM	UNHEATED		Heated	
	Weekly	Monthly	Weekly	Monthly
0	116	497	137	592
1	127	547	156	671
2	149	639	184	793
3	211	908	255	1,096
4	215	926	269	1,155

**ELECTRIC**

NOTE: For an electrically heated dwelling also see "Heating Fuel" maximums below. But remember, an applicant is not automatically entitled to the "maximums" established applicants must demonstrate need.  
 1) Electricity Maximums for Households Without Electric Hot Water: The maximum amounts allowed for utilities, for lights, cooking and other electric uses excluding electric hot water and heat.

**FOOD MAXIMUMS**

Persons	Weekly	Monthly
1	45.95	194
2	83.70	357
3	118.58	511
4	150.97	649
5	179.42	771
6	215.30	925
7	237.40	1,022
8	271.42	1,169

Add \$146 per month for each + person

**PERSONAL CARE & HOUSEHOLD SUPPLIES**

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

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

**HEATING FUEL**

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

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

**SUPPLEMENT FOR HOUSEHOLDS WITH CHILDREN UNDER 5**

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

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

Number in Household	Weekly	Monthly
1	\$14.00	\$60.00
2	\$15.70	\$67.50
3	\$17.45	\$75.00
4	\$19.20	\$86.00
5	\$23.10	\$99.00
6	\$25.00	\$107.00

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

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

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

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

1-800-442-6003

Revised 10-1-16

**GENERAL ASSISTANCE ORDINANCE  
APPENDICES A-D  
2016-2017**

The Municipality of \_\_\_\_\_ adopts the MMA Model Ordinance GA Appendices (A-D) for the period of Oct. 1, 2016—September 30, 2017. These appendices are filed with the Department of Health and Human Services (DHHS) in compliance with Title 22 M.R.S.A. §4305(4).

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

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

## GA Overall Maximums

### Metropolitan Areas

#### Persons in Household

COUNTY	1	2	3	4	5
<b>Bangor HMFA:</b> Bangor, Brewer, Eddington, Glenburn, Hampden, Hermon, Holden, Kenduskeag, Milford, Old Town, Orono, Orrington, Penobscot Indian Island Reservation, Veazie	703	777	981	1,227	1,437
<b>Penobscot County HMFA:</b> Alton, Argyle UT, Bradford, Bradley, Burlington, Carmel, Carroll plantation, Charleston, Chester, Clifton, Corinna, Corinth, Dexter, Dixmont, Drew plantation, East Central Penobscot UT, East Millinocket, Edinburg, Enfield, Etna, Exeter, Garland, Greenbush, Howland, Hudson, Kingman UT, Lagrange, Lakeville, Lee, Levant, Lincoln, Lowell town, Mattawamkeag, Maxfield, Medway, Millinocket, Mount Chase, Newburgh Newport, North Penobscot UT, Passadumkeag, Patten, Plymouth, Prentiss UT, Seboeis plantation, Springfield, Stacyville, Stetson, Twombly UT, Webster plantation, Whitney UT, Winn, Woodville	596	673	836	1,082	1,254
<b>Lewiston/Auburn MSA:</b> Auburn, Durham, Greene, Leeds, Lewiston, Lisbon, Livermore, Livermore Falls, Mechanic Falls, Minot, Poland, Sabattus, Turner, Wales	575	678	855	1,086	1,241
<b>Portland HMFA:</b> Cape Elizabeth, Casco, Chebeague Island, Cumberland, Falmouth, Freeport, Frye Island, Gorham, Gray, Long Island, North Yarmouth, Portland, Raymond, Scarborough, South Portland, Standish, Westbrook, Windham, Yarmouth; Buxton, Hollis, Limington, Old Orchard Beach	838	975	1,220	1,638	1,717
<b>York/Kittery/S.Berwick HMFA:</b> Berwick, Eliot, Kittery, South Berwick, York	967	1,011	1,316	1,693	2,070
<b>Cumberland County HMFA:</b> Baldwin, Bridgton, Brunswick, Harpswell, Harrison, Naples, New Gloucester, Pownal, Sebago	750	796	1,058	1,542	1,759

## Appendix A

Effective: 10/01/16-09/30/17

COUNTY	1	2	3	4	5
<b>Sagadahoc HMFA:</b> Arrowsic, Bath, Bowdoin, Bowdoinham, Georgetown, Perkins UT, Phippsburg, Richmond, Topsham, West Bath, Woolwich	769	851	986	1,302	1,581
<b>York County HMFA:</b> Acton, Alfred, Arundel, Biddeford, Cornish, Dayton, Kennebunk, Kennebunkport, Lebanon, Limerick, Lyman, Newfield, North Berwick, Ogunquit, Parsonsfield, Saco, Sanford, Shapleigh, Waterboro, Wells	734	860	1,065	1,439	1,460

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

### Non-Metropolitan Areas

#### Persons in Household

COUNTY	1	2	3	4	5
<b>Aroostook County</b>	609	624	750	948	1,037
<b>Franklin County</b>	636	662	783	973	1,383
<b>Hancock County</b>	653	737	936	1,231	1,277
<b>Kennebec County</b>	612	663	846	1,075	1,141
<b>Knox County</b>	743	745	916	1,172	1,299
<b>Lincoln County</b>	672	743	935	1,163	1,379
<b>Oxford County</b>	572	621	761	1,040	1,325
<b>Piscataquis County</b>	583	663	817	1,035	1,106
<b>Somerset County</b>	665	694	824	1,119	1,122
<b>Waldo County</b>	655	741	876	1,191	1,266
<b>Washington County</b>	584	633	752	957	1,159

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

## Appendix B

Effective: 10/01/16 to 09/30/17

### Food Maximums

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

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

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









# Appendix A

Effective: 10/01/16-09/30/17

COUNTY	1	2	3	4	5
<b>Sagadahoc HMFA:</b> Arrowsic, Bath, Bowdoin, Bowdoinham, Georgetown, Perkins UT, Phippsburg, Richmond, Topsham, West Bath, Woolwich	769	851	986	1,302	1,581
<b>York County HMFA:</b> Acton, Alfred, Arundel, Biddeford, Cornish, Dayton, Kennebunk, Kennebunkport, Lebanon, Limerick, Lyman, Newfield, North Berwick, Ogunquit, Parsonsfield, Saco, Sanford, Shapleigh, Waterboro, Wells	734	860	1,065	1,439	1,460

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

## Non-Metropolitan Areas

### Persons in Household

COUNTY	1	2	3	4	5
<b>Aroostook County</b>	609	624	750	948	1,037
<b>Franklin County</b>	636	662	783	973	1,383
<b>Hancock County</b>	653	737	936	1,231	1,277
<b>Kennebec County</b>	612	663	846	1,075	1,141
<b>Knox County</b>	743	745	916	1,172	1,299
<b>Lincoln County</b>	672	743	935	1,163	1,379
<b>Oxford County</b>	572	621	761	1,040	1,325
<b>Piscataquis County</b>	583	663	817	1,035	1,106
<b>Somerset County</b>	665	694	824	1,119	1,122
<b>Waldo County</b>	655	741	876	1,191	1,266
<b>Washington County</b>	584	633	752	957	1,159

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

## GA Overall Maximums

### Metropolitan Areas

#### Persons in Household

COUNTY	1	2	3	4	5
<b>Bangor HMFA:</b> Bangor, Brewer, Eddington, Glenburn, Hampden, Hermon, Holden, Kenduskeag, Milford, Old Town, Orono, Orrington, Penobscot Indian Island Reservation, Veazie	703	777	981	1,227	1,437
<b>Penobscot County HMFA:</b> Alton, Argyle UT, Bradford, Bradley, Burlington, Carmel, Carroll plantation, Charleston, Chester, Clifton, Corinna, Corinth, Dexter, Dixmont, Drew plantation, East Central Penobscot UT, East Millinocket, Edinburg, Enfield, Etna, Exeter, Garland, Greenbush, Howland, Hudson, Kingman UT, Lagrange, Lakeville, Lee, Levant, Lincoln, Lowell town, Mattawamkeag, Maxfield, Medway, Millinocket, Mount Chase, Newburgh Newport, North Penobscot UT, Passadumkeag, Patten, Plymouth, Prentiss UT, Seboeis plantation, Springfield, Stacyville, Stetson, Twombly UT, Webster plantation, Whitney UT, Winn, Woodville	596	673	836	1,082	1,254
<b>Lewiston/Auburn MSA:</b> Auburn, Durham, Greene, Leeds, Lewiston, Lisbon, Livermore, Livermore Falls, Mechanic Falls, Minot, Poland, Sabattus, Turner, Wales	575	678	855	1,086	1,241
<b>Portland HMFA:</b> Cape Elizabeth, Casco, Chebeague Island, Cumberland, Falmouth, Freeport, Frye Island, Gorham, Gray, Long Island, North Yarmouth, Portland, Raymond, Scarborough, South Portland, Standish, Westbrook, Windham, Yarmouth; Buxton, Hollis, Limington, Old Orchard Beach	838	975	1,220	1,638	1,717
<b>York/Kittery/S.Berwick HMFA:</b> Berwick, Eliot, Kittery, South Berwick, York	967	1,011	1,316	1,693	2,070
<b>Cumberland County HMFA:</b> Baldwin, Bridgton, Brunswick, Harpswell, Harrison, Naples, New Gloucester, Pownal, Sebago	750	796	1,058	1,542	1,759

**APPENDIX D - UTILITIES**

**ELECTRIC**

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

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

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

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

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

<u>Number in Household</u>	<u>Weekly</u>	<u>Monthly</u>
1	\$20.08	\$86.00
2	\$23.75	\$102.00
3	\$27.70	\$119.00
4	\$32.25	\$139.00
5	\$37.30	\$160.00
6	\$41.00	\$176.00

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

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

**APPENDIX E - HEATING FUEL**

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

**FOR MUNICIPAL USE ONLY**

**GA MAXIMUMS SUMMARY SHEET**

Note: The overall maximums found in *Appendices A, B, C, D, E, and F* are effective from **October 1, 2016 to September 30, 2017.**

**APPENDIX A - OVERALL MAXIMUMS**

<u>County</u>	<u>Persons in Household</u>					
	1	2	3	4	5	6
NOTE: For each additional person add \$75 per month.						
(The applicable figures from Appendix A, <i>once adopted</i> , should be inserted here.)						

**APPENDIX B - FOOD MAXIMUMS**

<u>Number in Household</u>	<u>Weekly Maximum</u>	<u>Monthly Maximum</u>
1	45.12	194.00
2	83.02	357.00
3	118.84	511.00
4	150.93	649.00
5	179.30	771.00
6	215.12	925.00
7	237.67	1022.00
8	271.86	1169.00

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

**APPENDIX C - HOUSING MAXIMUMS**

<u>Number of Bedrooms</u>	<u>Unheated</u>		<u>Heated</u>	
	<u>Weekly</u>	<u>Monthly</u>	<u>Weekly</u>	<u>Monthly</u>
0				
1				
2				
3				
4				

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

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

**APPENDIX F - PERSONAL CARE & HOUSEHOLD SUPPLIES**

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

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

**SUPPLEMENT FOR HOUSEHOLDS WITH CHILDREN UNDER 5**

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

<u>Number of Children</u>	<u>Weekly Amount</u>	<u>Monthly Amount</u>
1	\$12.80	\$55.00
2	\$17.40	\$75.00
3	\$23.30	\$100.00
4	\$27.90	\$120.00

**FOR MUNICIPAL USE ONLY**



CITY OF BELFAST, MAINE  
131 Church Street

10.E

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

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

August 11, 2016

Memo to: Joe Slocum, City Manager  
Mayor & City Council

From: Rickie A. LeSan  
Treasurer

*RAL*

Attached are two copies of the auditor's engagement letter that need your signature authorizing them to perform the audit for fiscal year 2015-2016.

**C.H. DORR & CO., P.A.**  
CERTIFIED PUBLIC ACCOUNTANTS

Robert A. Dorr, CPA  
Nicholas R. Dorr, MBA  
Charles H. Dorr, CPA

146 PARKWAY SOUTH – SUITE 102  
BREWER, MAINE 04412-1655

TEL (207) 989-2800  
FAX (207) 989-2801

August 9, 2016

To Joseph Slocum and the City of Belfast Council

We are pleased to confirm our understanding of the services we are to provide the City of Belfast, Maine, for the year ended June 30, 2016. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Belfast, Maine, as of and for the year ended June 30, 2016. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Belfast, Maine's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Belfast, Maine's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited.

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedules.
3. Infrastructure Information.

We have also been engaged to report on supplementary information other than RSI that accompanies City of Belfast's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, [in a separate written report accompanying our auditor's report on the financial statements OR in a report combined with our auditor's report on the financial statements]:

1. Schedule of expenditures of federal awards.

## Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on –

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the Single Audit Act Amendments of 1996; and the provisions of Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our report will be addressed to [Identify parties, such as management and the governing board] of City of Belfast. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this of this engagement.

## **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal awards programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

## **Audit Procedures—Internal Controls**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and the extent of further audit procedures. Tests of

controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Belfast, Maine's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB *Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Belfast's major programs. The purpose of these procedures will be to express an opinion on the City of Belfast, Maine's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

#### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City of Belfast in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such

services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements; schedule of expenditures of federal awards, and all accompanying information in conformity with U. S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair representation of the financial statements, (2) access to personnel accounts, books, records, supporting documentation, and other information as needed to perform and audit under the Uniform Guide, (3) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees,

grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on September 12, 2016.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date of the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for the presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of

the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to Department of Economic and Community Development, however, management is responsible for the distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of C. H. Dorr & Co., P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Department of Economic and Community Development or its designee, a federal agency providing direct or in direct funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of C. H. Dorr & Co., P.A. personnel. Furthermore, upon request, we may provide copies of select audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the Department of Economic and Community Development. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately August 25, 2016, and to issue our reports no later than March 31, 2017. Robert A. Dorr is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$26,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the City of Belfast, Maine, and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

*C.H. Dorr & Co.*

C. H. Dorr & Co. P.A.

RESPONSE:

This letter correctly sets forth the understanding of the City of Belfast, Maine.

Management Signature: \_\_\_\_\_

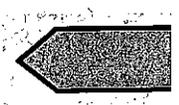
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Governance Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



10.G

Request by Economic Development Director to have the City Council appoint members to an ad hoc committee charged with recommending a qualified environmental professional to carry out environmental assessment work under the City's EPA Brownfields Assessment Grant.

At its meeting of July 19<sup>th</sup>, 2016, the Belfast City Council authorized the creation of a five-person ad hoc committee, which was charged with managing the process for hiring a 'Qualified Environmental Professional' that would carry out environmental assessment and site reuse and cleanup planning activities under the City's recently-awarded Brownfields Assessment Grant from the U.S. Environmental Protection Agency.

Specifically, this committee would do the following: 1) create a Request for Proposals/Request for Qualifications (or update/revise the City's existing one); 2) advertise the Request for Proposals/Request for Qualifications; 3) review Proposals/Qualifications received; 4) if deemed to be necessary, hold interviews; and 5) present a recommendation to contract with a selected firm, for the City Council to approve at a future meeting.

It was discussed at the July 19<sup>th</sup> meeting that two of the five spots on this committee would be taken by City staff (specifically, the City's Economic Development Director and the City's Assistant Planner). If that is still acceptable, that would leave three spots on the committee to be filled.

A notice asking for individuals to apply to this committee was placed on the City's website, and the Economic Development Director also solicited individuals to apply. As of September 13<sup>th</sup>, applications had been received from the following individuals: Greg Biddinger; Jane Laren Daye; and Gordon Fuller. The Economic Development Director recommends that these individuals be appointed to this committee.

(Mr. Fuller, who would bring extensive brownfields experience to this committee, due to his previous career at the Maine Department of Environmental Protection, is not a resident of Belfast (he resides in Northport), and so the City Council would need to waive the requirement that a committee member must be a Belfast registered voter, in order to allow him to serve on this committee.)

## Committee Application

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

Date of Application: September 9, 2016 Date received: \_\_\_\_\_

Name: Gregory R. Biddinger, Ph.D.

Street Address: 62 Northport Ave. Belfast Maine 04915-6105

Mailing Address: Same

Phone #: 713-203-0066 Email: gbiddi@gmail.com

Committee interested in: Ad Hoc Committee – Qualified Environmental Professional for Brownfields Assessment Grant

City Committees currently on: None

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

Trained as an environmental Scientist. with over 35 years of experience. Have worked issues of risk assessment associated with contaminated land and brownfield redevelopment. Served on the City of Houston Land Redevelopment Committee – (2006-2009) - Appointed by Houston Mayor Mike White to advisory committee for City's brownfields redevelopment program.

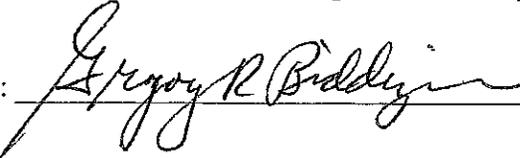
Resume included with this application with additional details

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

As I understand the mission I have been asked to contribute towards is to assist the city in review of contractor proposal related to the City's Brownfield initiative. I have participated in numerous contractor proposal selection processes during my career.

My reason for willingness to participate is that I have recently moved to Belfast (12/2015) and this will be a good opportunity to pitch in and help with managing environmental issues in my new home community.

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

Application signature: 

Return to the address above attention: City Clerk or email: [cityclerk@cityofbelfast.org](mailto:cityclerk@cityofbelfast.org)

**Gregory R. Biddinger, Ph.D.  
Managing Director and Principal Scientist  
Natural Land Management**

***Contact Information***

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**Address:**

Natural Land Management  
62 Northport Ave.  
Belfast, Maine 04915-6105

**Telecommunications:**

**Phone:** 1- 713-203-0066  
**Fax:** 1- 866-563-9212  
**Email:** gbididi@gmail.com

***Qualification Summary***

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Over 35 years of professional practice as an environmental scientist with expertise in sustainable land management, conservation practices, ecotoxicology, ecological risk assessment/management, natural resource damage assessment and environmental management systems. Professional experience includes:

- Breadth of technical and leadership roles in academic research, government and the private sector, principally 25 years in the petrochemical industry with a wide range of technical, policy and management roles;
- Significant history of engagement with science and policy organizations and networks that have shaped our current environmental practices; and
- Numerous innovations that have led to advances in socially responsible behavior in private sector and the sustainable outcomes in land management.

***Employment History***

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2011-2016	Managing Director and Principal	Natural Land Management	Belfast, ME
2009-2011	Sustainability Manager	ExxonMobil Global Services USRESS	Houston, TX
2004-2009	Natural Land Management Manager	ExxonMobil Biomedical Sciences	Houston, TX
2000-2004	Global Environmental Advisor	ExxonMobil Refining and Supply	Fairfax, VA
1996-2000	Risk and Innovation Policy Advisor	Exxon USA, Environment & Safety	Houston, TX
1993-1996	Environmental Compliance Manager	Exxon USA, Benicia Refinery	Benicia, CA
1992-1993	Sect. Head – Environmental Consulting	Exxon Biomedical Sciences, Inc.	East Millstone, NJ
1988-1992	Group Head - Ecotoxicology	Exxon Biomedical Sciences, Inc.	East Millstone, NJ
1986 -1988	Ecotoxicologist	Exxon Biomedical Sciences, Inc.	East Millstone, NJ
1983-1986	Environmental Toxicologist	Illinois Environmental Protection Ag.	Springfield, IL
1981-1983	Post-Doctoral Research Associate	Cornell University	Ithaca, NY

***Education and Training***

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1981- 1983	Ecotoxicology Post-Doctoral	Cornell University	Ithaca, NY
1981	Ph.D. Ecology / Physiology	Indiana State University	Terre Haute, IN
1972	B.S. Science Education	Mt. St. Mary's College	Emmitsburg, MD

**Gregory R. Biddinger, Ph.D.**  
**Managing Director and Principal Scientist**  
**Natural Land Management**

***Professional Accomplishments***

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- **Managed Science and Engineering organizations**
  - **Ecotoxicology/Environmental Science Consulting** - (1988-1993) – Built a 12 person consulting organization for Exxon which provide support to business lines and facilities in evaluating the environmental fate and effects of products and process releases. Additionally supported remediation risk assessments, oil spill
  - **Refinery Environmental Engineering and Safety** – (1993-1996) – Managed 10 person Environmental Engineering section at Exxon’s Northern California Refinery in Benicia. The refinery won the “Presidents award” for Environment and Safety during this period.
  - **Natural Land Management Program** - (2005-2009) – Created and managed a 3 person consultancy to assist ExxonMobil businesses generate sustainable value from operating and surplus properties through conservation and market driven approaches. NLM group continues to support ExxonMobil today.
  
- **Managed Research to Advance Environmental Understanding**
  - **Exxon Chemical’s Products Environmental Data base** – (1988 -1993) – Coordinated the production of environmental toxicity and biodegradability data for Exxon Chemicals products and basic molecules to support structure-activity analysis in product design
  - **American Chemistry Council – Phthalate Esters Environmental Research** - (1990-1992) – Led first industry effort to develop a structure-activity data set for Environmental fate and ecotoxicological effects of C4 – C12 linear and branched phthalate esters.
  - **Exxon Oil Spill Research** - (1991-1993) – Led Exxon research program evaluating the environmental fate and effects of chemical dispersants for oil spill response. Research led to less toxic dispersants and improved laboratory methods to test oil in water.
  - **Protect Tomorrow Today – Going Beyond Compliance** - (2005-2009) - Managed program focused on building capacity for sustainable management of corporate operating and surplus lands and to utilize environmental valuation in project planning.
  
- **Advanced Socially Responsible Behavior in Private sector**
  - **Environmental Business Plan** – (2002-2004) - Developed and led the global roll-out of an ExxonMobil annual environmental planning process. The process was designed to identify cost-effective opportunities to go beyond compliance.
  - **Natural Land Management** – (2004-2009) – Developed a strategic build on traditional land management techniques that delivered sustainable value in the management of corporate operating and surplus properties. NLM Strategies were adopted into ExxonMobil real estate transaction guidelines.

**Gregory R. Biddinger, Ph.D.**  
**Managing Director and Principal Scientist**  
**Natural Land Management**

- **Corporate Guidance on Natural Capital and Ecosystem Services – (2006 – 2011) –** Through the Business for Social Responsibility (BSR.org) workgroup on Natural Capital Ecosystem Service Markets helped advance corporate use of Natural Capital and Ecosystem Services measures in corporate planning. Produced numerous corporate briefing documents on state of tools and public policy on ecosystem services.
- **Sustainability Manager for design of new ExxonMobil corporate campus – (2009-2011)** - Led development of performance standards for the design and construction of Green buildings and sustainable landscapes for ExxonMobil's New 20 building corporate campus in Houston, TX. This was first time such a position was assigned in ExxonMobil.
- **Built Capacity for Environmental Assessment and Management**
  - **Aquatic Toxicity testing laboratory design and construction** - Lead the creation of the aquatic Toxicity Testing laboratory at Cornell University (1981-1983), Department of Natural Resources for research and coordinated development of a fixed laboratory and acquisition of a mobile effluent toxicity testing facilities for the Illinois Environmental Protection Agency (1983-1985).
  - **SETAC Ecological Risk Assessment Advisory Group – (1992-2002) –** Lead the formation of Society of Environmental Toxicology and Chemistry (SETAC) advisory group focused on advancing the state of the science and quality of the practice ecological risk assessment. Chaired the group during the first 10 years of its operation.
  - **SETAC Journal – Integrated Environmental Assessment and Management (IEAM) – (2001-2005) –** Chaired the exploratory committee to develop the conceptual design for a new SETAC journal to provide a peer reviewed outlet for the research and commentary on the effective use of science in environmental policy and management decision-making. Co-led the development of the management and implementation plan; personally secured the initial 5 years of funds to support development and served on founding editorial board.
  - **Over 100 professional publications and presentations** including edited books, chapters, peer reviewed publications, edited proceedings technical reports and invited plenary talks (detailed list available on request)
  - **Development of international environmental standards - (1986-2006) –** Over a 20 year period, chaired workgroups and participated in the drafting of international standards in areas of ecotoxicology (ASTM E47) , ecological and Risk-Based Corrective Action (RBCA)(ASTM E50), environmental management systems (ISO 14000), environmental liability estimation and greenhouse gas accountancy. In 1993 received the ASTM Distinguished Service Award.

**Gregory R. Biddinger, Ph.D.**  
**Managing Director and Principal Scientist**  
**Natural Land Management**

- **Advanced Utility of Science in Public policy**
  - **U.S. Environmental Protection Agency Science Advisory Board** - (1999-2014) – Served as a member of USEPA SAB Board from 2003 -2009. Additionally from 1999 tom 2014 served as a consultant or member on standing and ad hoc USEPA committees.
  - **Ecological Risk Assessment Guidance** – Since 1985, participated actively in development of ERA as a technology to support public and private sector decisions. Drafted the original ERA guidance for Illinois EPA in 1985-86, Established and Chaired SETAC ERA advisory group (1992-2002) and participate in numerous expert technical, workgroups, workshops, panels and peer review sponsored by SETAC, USEPA, SRA, OECD, and ASTM.
  - **Valuation of Natural Capital and Ecological Services** – (2004 -2009) - Participated in USEPA SAB *Committee on Valuing the Protection of Ecological Systems and Services* (CVPESS). Panel developed report guide USEPA on integration of ecosystem service values into their regulatory programs. Drafted chapter related to integration of ecosystem service values into remediation processes especially at superfund sites.
  - **Restoring Greenspace on Brownfields** - (2003-2006) - worked with Interstate Technology & Regulatory Council to develop guidance documents for regulators ([www.itrcweb.org/Documents](http://www.itrcweb.org/Documents)) including *Making the Case for Ecological Enhancements and Planning and Pramoting ecological Land Reuse of Contaminated Land*.
  - **Expert Peer reviews and workshops** - (1988 – 2012). Participated in or chaired over 20 technical workshops or external expert peer review panels for USEPA, SETAC, Organization for Economic Cooperation and Development and Society for Risk Analysis
  
- **Leadership in Public Environmental and Conservation collaborations**
  - **Galveston Bay Council – National Estuary Program** – (2006 – Present) - Held seat as Industry representative on stakeholder advisory committee. Chaired group (2010-2014).
  - **Houston Audubon Society – Board of Directors** – (2012- Present) – Board member participated in review of land acquisitions and *Land Trust Alliance* accreditation initiative
  - **The Nature Conservancy – International Leadership Council** – (2006-2009) – ExxonMobil’s corporate representative on TNC’s Industry roundtable focused on conservation and biodiversity issues.
  - **City of Houston Land Redevelopment Committee** – (2006-2009) - Appointed by Houston Mayor to advisory committee for City’s brownfields redevelopment program.
  - **Wildlife Habitat Council** – (2000-2009) – ExxonMobil’s corporate representative. Coordinated ExxonMobil WHC related wildlife projects in North America.

**Gregory R. Biddinger, Ph.D.**  
**Managing Director and Principal Scientist**  
**Natural Land Management**

***Professional Awards and Recognitions***

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2016	<b>Galveston Bay Council Recognition Award</b>	Service to Galveston Bay National Estuary program
2009	<b>USEPA Public Service Award</b>	Service on USEPA Science Advisory Board
2009	<b>Society of Technical Communication</b>	Excellence for Publishing – Enhancing the Ecological Risk Assessment Process. IEAM 4(3):306-313
1998	<b>Society of Technical Communication</b>	Merit for Editing – Sustainable Environmental Management
1998	<b>Society of Technical Communication</b>	Honorable Mention for Editing – ERA Decision Support System: A Conceptual Model
1997	<b>Society of Technical Communication</b>	Excellence for Editing – ERA of Contaminated Sediments
1994	<b>Excellence Award</b>	Exxon Biomedical Science, Inc. for Oil Spill Research
1993	<b>ASTM Distinguished Service Award</b>	Leadership of Subcommittee E 47 on Biological Effects and Environmental Fate

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**Note: A detailed CV with list of publications and professional presentations is available upon request.**

## Committee Application

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

Date of Application: July 25, 2016 Date received: \_\_\_\_\_

Name: Jane Loren Payne

Street Address: 17 Cedar Street Belfast, Maine 04915

Mailing Address: (same)

Phone #: (808) 628-0875 Email: jd5199099@gmail.com

Committee interested in: Ad Hoc Committee – Qualified Environmental Professional for Brownfields Assessment Grant

City Committees currently on: none

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

I am familiar with Brownfields site issues as a result of working with the National Cancer Institute, NIH and the Centers for Disease Control over my 21 year career with the Federal govt.  
As a senior administrator I have managed recruitment of scientists and other experts in the field of cancer and other chronic disease disparities.

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

I would like to become more involved in community health and government.  
My background and knowledge of Federal grants and contracts may be of use to the committee during deliberations.

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

Application signature: Jane L Payne

Return to the address above attention: City Clerk or email: [cityclerk@cityofbelfast.org](mailto:cityclerk@cityofbelfast.org)

## Committee Application

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

Date of Application: 9/21/16 Date received: 9/21/16

Name: Gordon Felton

Street Address: 42 George St

Mailing Address: Belfast Northport ME 04849

Phone #: 624-2769 C Email: retard@myfairpoint.net

Committee interested in: Ad Hoc Committee - Qualified Environmental Professional for Brownfields Assessment Grant

City Committees currently on: None

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

I worked for the DEP Brownfields  
for since its inception - until May 2015.  
At that time I retired and moved permanently  
to Northport - where I have lived all my life  
seriously.

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

One of the best programs offered by  
USEPA & Maine. Getting underutilized  
sites back to productive use is a win win  
for all.

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

Application signature: Gordon Felton

Return to the address above attention: City Clerk or email: [cityclerk@cityofbelfast.org](mailto:cityclerk@cityofbelfast.org)

September 16<sup>th</sup>, 2016

To: Mayor Ash, City Councilors, and City Manager Slocum

From: Thomas Kittredge (Economic Development Director, and Airport Manager)

Re: Fuel Farm at Belfast Municipal Airport

10. H

There has been substantial recent discussion regarding the lack of aviation fuel at Belfast Municipal Airport and the need to change that situation by purchasing and installing a new aviation fuel system. There are several options for fuel farms, both in the purchase/installation phase and the maintenance/operating phase. What I have attempted to do in this memo is to marshal the research that has been previously done on this topic over the past few years, and to organize that information into various aspects that should be considered by the City Council prior to a decision being made on this project. I have followed that information with my own regarding a fuel farm at Belfast Municipal Airport.

### **Aspects to be Considered:**

**Fuel Type(s):** there are three primary types of aviation fuel that are sold at airports of the size and type of Belfast Municipal Airport. 100 Low Lead (often abbreviated 100LL) is the most typical formulation of aviation gasoline and is used in piston aircraft. Jet-A is a kerosene-based fuel used in jet aircraft. Motor vehicle gasoline (referred to as MoGas) can be used in most (80%; may require conversion) of the same piston aircraft that use 100LL. MoGas is becoming popular due to the fact that it is significantly cheaper than 100LL, and because there exists only one manufacturer in the world of the additive that goes into 100LL that may discontinue producing it at some point.

**Size of Tank(s):** aviation fuel tanks come in a plethora of volumes (ranging from 300 to 60,000 gallons). One important consideration when choosing the volume of the tank is how it compares to the volume of a fuel delivery truck. Though an airport can certainly purchase fuel in basically any volume, if the airport's tank is significantly smaller than the truck, the airport will not be able to accommodate full loads and will end up paying a higher cost per gallon for their fuel. The volume of a typical fuel truck is approximately 9,000 gallons; ideally an aviation fuel tank would be somewhat larger than that (as there will likely be fuel still in the airport's tank when a fuel delivery is made). A typical fuel truck has a volume in the range of 9,000-10,000 gallons; therefore the ideal tank size would be 12,000 gallons. The existing concrete pad (which would be the ideal location for a new system) measures 40 feet wide and 28 feet deep; it appears likely that this pad could accommodate up to three 12,000-gallon tanks (and eliminating the need to expand this pad or to build an additional one).

**Capital Costs:** these costs will primarily be a function of the number and size of the tanks chosen to be installed. Were the City to undertake this project to ensure that it met all relevant Federal Aviation Administration (FAA) requirements (so as to qualify for eventual reimbursement of 95% of costs by the FAA and the Maine Department of Transportation (MDOT)), one could estimate that that would add a 30% premium to the total cost (for design, engineering, higher wage rates, and other requirements).

During the past few years the City has acquired estimates for systems to be installed, and actual costs of systems that have been installed, which provide a sense of the range of costs. Estimates that do not include the premium to meet FAA reimbursement requirements include: Lakes Region Environmental (New Hampshire), who provided an estimate of approximately \$50,000 for a single 5,000-gallon tank system; and U-Fuel (Wisconsin), who provided an estimate of \$175,000 for a two 10,000-gallon tank system for approximately \$175,000.

Estimates that do include the premium to meet FAA reimbursement requirements include: an unknown individual, who provided an estimate of \$110,000 for a single tank system (volume not specified, but it would be most likely 5,000 gallons or larger); Airport Solutions Group, who provided an estimate of approximately \$305,000 for a two 12,000-gallon tank system; and Dexter Regional Airport, who did install a two 5,200-gallon system at a cost of approximately \$380,000.

**Additional Costs Related to Jet-A:** Jet-A is unlike 100LL and MoGas, in that there is a strong aversion among jet pilots to self-service fueling (as there is a desire to minimize how often a jet powers up to move); therefore, they prefer a full-service operation (which is reflected in a higher markup per gallon). The City may very well wish to install a large Jet-A tank at the fuel farm, but then use that to fuel either a fuel truck (a new 500-gallon fuel truck is estimated to cost \$27,000), or a fuel trailer that can be pulled to the jet by a standard truck (a 500-gallon one is estimated to cost \$6,000). (Unfortunately, fuel trucks and fuel trailers are typically never reimbursable by the FAA.) There would also be staff needed to fuel jets. The City could consider paying a current employee or a new employee on a per-call basis, or they could have staff from a Fixed Base Operator perform that task.

**Operating Costs:** aviation fuel systems require ongoing maintenance, testing, and monitoring to remain operating and in compliance. Cost estimates for annual operating costs were provided by: Central Maine Airport of Norridgewock (\$1,300); Wiscasset Airport (\$2,000); and Parlin Field (Newport, New Hampshire) (\$4,746; this includes \$1,800 for credit card processing fees for approximately 18,000 gallons per year, whereas the first two estimates do not appear to include this cost). In addition to those costs, one could assume some staffing time also needs to be included; the former owner of Maine Scenic Airways estimated that it would take 166 hours per year to maintain, test, and monitor the system. The City would also incur higher insurance premiums of approximately \$1,000 per year. If one were to use a rate of \$20.00/hour for the staff time, and to use the Parlin Field cost estimated, one could estimate that operating costs would total \$9,066 per year.

**Potential Revenue:** In April of 2012, the City surveyed hangar owners and regular/frequent users of Belfast Municipal Airport (such as Rectrix/athenahealth) regarding their aviation fuel use. This survey identified that there was the potential for sales of 7,250 gallons of 100LL, 7,000 gallons of Jet-A, and 4,525 gallons of MoGas per year, were it to be offered at competitive prices. (This is not including any potential sales to transient pilots.) Several airports also provided information regarding their own fuel sales:

Airport	Gallons of 100LL Sold Per Year	Gallons of Jet-A Sold Per Year	Gallons of MoGas Sold Per Year
Bethel Regional Airport	32,000	not available	not available
Central Maine Airport of Norridgewock	13,430 (2013)	not available	8,827 (2013)
Dexter Regional Airport	5,000	not available	5,000
Wiscasset Airport	37,000	2,700	not available
<b>Belfast Municipal Airport (Survey Results)</b>	<b>7,250</b>	<b>7,000</b>	<b>4,525</b>

The current standard markup for aviation fuel is \$0.50 per gallon for 100LL, MoGas appears to have a markup similar to that for 100LL, and \$2.00 per gallon for Jet-A. If one were to apply these markups to the volumes of fuel sales identified in the survey, that would yield annual net revenue (retail cost of fuel minus wholesale cost of fuel) of approximately \$3,625.00 (for 100LL), \$14,000 (for Jet-A), and \$2,265.50 (for MoGas), for a total of \$19,887.50. This amount is approximately twice that of the estimated operating costs of \$9,066; one may be able to make the assumption that Belfast Municipal Airport could cover their operating expenses by only needing to sell half of the potential amounts that were indicated in the surveys.

**FAA Funding:** As mentioned above, were the City to install a fuel farm and wish to be eventually reimbursed by the FAA and MDOT for 95% of the costs, there are additional requirements that need to be met, which could be estimated to add 30% to the project's cost. Though the second option (FAA and MDOT) has a higher upfront cost, the ultimate cost to the City after reimbursement would likely be significantly less. Looking at the airport's current capital improvement plan, the City could expect to be able to get reimbursed by the FAA and MDOT in 2022. To manage funds better, the City could also consider a phased installation of tanks/fuel types and still ultimately be reimbursed by the FAA and MDOT (provided the additional requirements were met). Unfortunately, if the City were to borrow funds to be able to do this project in advance of reimbursement, the financing costs itself would not be eligible for reimbursement.

**Potential Benefits:** Other airports in Maine that have begun to offer fuel, or have offered a wider variety of fuels, have reported increased hangar development (Bethel Regional Airport, Dexter Regional Airport). The lack of fuel is one of the two reasons most frequently cited by pilots (both recreational and commercial pilots) for not leasing land and constructing a hangar at Belfast Municipal Airport (the other reason being very high ground lease rates relative to other airports in Maine). Hangars are the largest revenue source coming from the airport, where there are both ground lease payments and property taxes paid on hangars. If fuel were to become available, we would only see the rate of construction of new hangars increase (though that rate would be difficult to accurately quantify). Bethel Regional Airport also indicated that general aviation activity has increased, which has led to increased support from the FAA for airport projects. In addition, if Belfast Municipal Airport installs a fuel system that it owns and controls, it will be able to ensure fuel availability going forward, whether or not there are any Fixed Base Operators operating at the airport.

**Other Airports:** The following airports that surround Belfast Municipal Airport, which have both shorter and longer runways, currently offer both 100LL and Jet-A (length of runway follows each): Augusta State Airport (5,000'); Bangor International Airport (11,440'); Hancock County-Bar Harbor Airport (5,200'); Knox County Regional Airport (5,000'); Pittsfield Municipal Airport (4,000'); Waterville Robert LaFleur Airport (5,500'); and Wiscasset Airport (3,400'). One hangar owner at Belfast Municipal Airport previously expressed surprise that an airport that has a runway length of 4,000' does not offer 100LL and Jet-A. However, none of these airports offer MoGas; Dexter Regional Airport and Central Maine Airport of Norridgewock

are the only two airports in Maine that currently offer MoGas. (No fuel of any type is offered at Brewer Airport, Islesboro Airport, or Stonington Municipal Airport. Information could not be obtained for Blue Hill Airport.)

**Previous Plans:** The provision of aviation fuel at Belfast Municipal Airport has been included in previous airport master plans; in the 1999 airport master plan, it was recommended that the airport upgrade its facilities to be able to offer both Jet-A and MoGas. The Project Advisory Committee for the current airport master plan update has also recommended, unanimously, to conduct a phased installation of a fuel farm.

**Airport Manager Recommendation:**

It is obvious that there exists a current need to provide one or more types of aviation fuel at Belfast Municipal Airport, and the City should not wait until 2022 when FAA and MDOT funds would be accessible to pay for it. The airport would certainly benefit from having fuel there, with increased hangar development and aviation activity, and the potential to develop an alternate revenue source.

In reviewing the potential demands on the various types of fuel, and the existing facilities, the Airport Manager would recommend the purchase of a two 12,000-gallon tank system (for 100 LL and Jet-A), to install that system on the existing concrete pad (in such a way to leave space for a third similar-sized tank in the future), and to purchase a fuel trailer (so that Jet-A does not have to be self-service). This project should also be done so as to meet all necessary requirements to qualify it for eventual reimbursement by the FAA and MDOT for 95% of the costs. The City should solicit competitive bids for this work (required for FAA and MDOT reimbursement) and should include bid alternates, if the project's cost becomes prohibitive and requires reconsideration of the number and size of tanks to be installed.

Respectfully submitted,  
Thomas Kittredge

# AGENDA TOPIC 10.

TO: Mayor & City Council  
FROM: Wayne Marshall, City Planner  
DATE: September 14, 2016  
RE: Second Reading & Public Hearing - Contract Rezoning Agreement - Phoenix Row Investments, LLC

## **REQUESTED ACTIONS**

- 1) Council should conduct the scheduled public hearing.
- 2) Council should conduct the scheduled Second Reading of the Contract Rezoning Agreement for Phoenix Row Investments, LLC and the Phoenix Row property located at 157- 161 High Street, as such Agreement has been recommended by the Belfast Planning Board. If the Council concurs with the Agreement, I recommend that you adopt the following motion to approve the Agreement:

*The Belfast City Council, at its meeting of September 20, 2016, approved a Contract Rezoning Agreement requested by Phoenix Row Investments, LLC for a property located at 157 - 161 High Street, Map 11, Lot 89, and authorized the City Manager to sign the Agreement.*

## **BACKGROUND INFORMATION**

The City Council approved the First Reading of the proposed Contract Rezoning Agreement at its meeting of September 6, 2016.

This memorandum is a repeat of information I presented to the Council in my memorandum to you for your meeting of September 6. While I have attached the draft Contract Rezoning Agreement that you need to consider adopting and which I presented to you on September 6, I have not included the following information that I included with my memorandum for your September 6 meeting:

- 4 plan sheets for the Subdivision Plan;
- Ordinance amendments adopted by the Council in June 2016 that created the opportunity to use contract rezoning for this type of request; and
- A photograph of the building.

I would be happy to answer any questions regarding the project or this Agreement.

Phoenix Row Investments, LLC is proposing to subdivide their existing property and building located 157, 159 and 161 High Street into 3 lots. The property is 6,657 square feet in size and has 69.71 lineal feet of street frontage on High Street. There are 3 storefronts located on High Street, including Darby's Restaurant, 157 High Street, Bagel Shop, 159 High Street and Side Country Sports, 161 High Street, and the second and third floors of the building have been renovated into residential dwelling units. The property is located in the Downtown Commercial zoning district. One of the three proposed lots, the lot at 157 High Street. is proposed to 1,718.5 square feet in size, which is less than the minimum lot size requirement of 2,000 square feet.

In June 2016, the City Council approved an amendment to the City Code of Ordinances, Chapter 102, Zoning, that would create an opportunity for the Council to approve a contract rezoning agreement in certain cases in the Downtown Commercial zoning district in which one or more of the proposed lots in a subdivision/division of land did not satisfy the minimum lot size or minimum lot frontage requirement. These amendments were recommended by the Belfast Planning Board. I specifically note that the Phoenix Row property is the prime reason that these amendments were recommended.

The Planning Board has reviewed the Subdivision application submitted by Phoenix Row Investments, LLC and at its meeting of August 10, 2016, approved the Subdivision plan, subject to Council approval of this Contract Rezoning Agreement. The Planning Board, as stipulated in the Contract Rezoning Ordinance for the Downtown Commercial zoning district, also has reviewed the proposed Agreement, and is recommending that the Council approve such, subject to the draft Conditions of Approval (Attachment A) recommended by the Board.

The long and short of this proposal is --- If the Council approves the proposed Contract Rezoning Agreement, Phoenix Row Investments, LLC will be able to create one lot, 157 High Street, that is about 270 square feet less than the minimum lot size requirement for the Downtown Commercial zoning district. The other two proposed lots, 159 High Street and 161 High Street will satisfy all City requirements. Further, all other City Ordinance requirements will be met, and the Subdivision Plan adopted by the Planning Board, as well as this Contract Rezoning Agreement, will help ensure that the Applicant must comply with all City requirements. In my opinion, there are no significant issues with the site or property, and the Planning Board has considered and addressed the easement agreements associated with the proposal. Also, the Applicant is not proposing any real changes to the existing building and property; the applicant is simply subdividing the property so he has the ability to sell or lease the 3 lots, and after the subdivision (contract rezoning agreement) is approved, the property will look and function like it has over the past 20+ years.

The Council, if you concur with the Planning Board recommendation, will be required to adopt the Contract Rezoning Agreement and with such, the Attachment A Conditions of Approval recommended by the Planning Board. I also note that since a Contract Rezoning Agreement is an amendment to the City Zoning Ordinance, only the Council has the authority to approve the Agreement.

**DRAFT FOR SECOND READING -  
9/20/16 COUNCIL MEETING**

**ADOPTED CONTRACT REZONING AGREEMENT  
CITY of BELFAST CODE of ORDINANCES**

**CITY OF BELFAST CITY COUNCIL  
PHOENIX ROW INVESTMENTS, LLC (APPLICANT)  
PHOENIX ROW SUBDIVISION  
MAP 11, LOT 89**

**1) Parties to Agreement.**

Applicant: Phoenix Row Investments, LLC (hereinafter 'Applicant')  
Attn: Archie Barnes  
P.O. Box 296  
Belfast, ME 04915

City: City of Belfast (hereinafter 'City')  
131 Church Street  
Belfast, Maine 04915

**2) Description and Location of Property.**

The Applicant owns a property identified by the City of Belfast as Map 11, Lot 89. The Phoenix Row building is located on the property and the 3 storefronts in the existing building on the property have the following street addresses; 157, 159 and 161 High Street.

**3) Applicant Request and Purpose of Contract Rezoning Agreement.**

The Belfast City Council, at its meeting of June 21, 2016, adopted amendments to the City Code of Ordinances, Chapter 102, Zoning, to allow the use of contract rezoning in the Downtown Commercial zoning district when an applicant requests the ability to divide or subdivide a lot on which there is a building that was constructed prior to 1985, and when one or more of the lots that are proposed to be created by the subdividing of the property does not comply with the minimum lot size or minimum lot frontage requirements for the Downtown Commercial zoning district.

The Applicant owns the Phoenix Row building that is located on a 6,657 square foot lot that has 69.71 lineal feet of street frontage on High Street. The Phoenix Row building was originally built in 1824 and was reconstructed in 1887 after being destroyed by a fire. The Applicant has used the first floor of the property for 3 store

fronts on High Street, and has renovated the second and third floors into residential dwelling units. At present, the store fronts are occupied by Darby's Restaurant (157 High Street), Bagel Cafe (159 High Street) and Side Country Sports (161 High Street).

The Applicant now proposes to subdivide the existing lot and building into 3 separate lots. All of the lots that are proposed to be created can satisfy the minimum street frontage requirement of 20 feet for the Downtown Commercial zoning district, and two of the three lots can satisfy the minimum lot size requirement of 2,000 square feet. The proposed lot located at 157 High Street, however, is only 1,718 square feet in size, which is less than the minimum lot size requirement of 2,000 square feet. The Applicant is requesting that the City Council approve the lot at 157 High Street to be less than the minimum lot size requirement pursuant to approval of a Contract Rezoning Agreement in accordance with standards identified in Chapter 102, Zoning, Article X, Contract Rezoning, Division 5, Downtown Commercial zoning district.

#### **4) City Code of Ordinance Requirements.**

The Belfast City Council determined that the City has the authority to consider the Applicant proposal to develop this property pursuant to terms of a Contract Rezoning Agreement. The Council considered the provisions of the applicable City Ordinances and the recommendations of the City of Belfast Planning Board in determining that the Applicant project is an allowed use and that it satisfies applicable Ordinance requirements. The Ordinance's which were considered are as follows:

- a) Chapter 102, Zoning, Article X, Contract Rezoning, Division 5, Downtown Commercial zoning district. The Council specifically noted that Section 102-1501 establishes that the Applicant parcel qualifies for a Contract Rezoning Agreement, and that Section 102-1502 establishes that the purpose of the Applicant requesting a Contract Rezoning Agreement is consistent with the reason the Council adopted the Division 5 provisions at its meeting of June 21, 2016.
- b) Chapter 102, Zoning, Article V, District Regulations, Division 31, Dimensional Standards, Section 102-900 and 901, Dimensional Chart and Footnotes to said Chart.
- c) City of Belfast Subdivision Ordinance (Chapter 94). The Council specifically noted that the Belfast Planning Board, at its meeting of August 10, 2016, conditionally approved the Subdivision application, subject to Council approval of the requested Contract Rezoning Agreement.
- d) Chapter 98, Technical Standards Ordinance; as such provided guidance to the Planning Board and City Council in implementing goal statements identified in Chapter 102, Zoning, Article X).

**5) Description of City Council Action:**

The Belfast City Council conducted the public hearings and meetings associated with its review the Contract Rezoning Agreement that are required by Chapter 102, Zoning, Article X, Contract Rezoning, Division 5, Downtown Commercial zoning district, Section 102-1503. The Council conducted the First Reading regarding this proposal at its meeting of September 6, 2016, and conducted the Second Reading and an accompanying public hearing at its meeting of September 20, 2016.

The Council, at its meeting of September 20, 2016, found that the Applicant satisfied all requirements of Chapter 102, Zoning, Article X, Contract Rezoning, Division 5, Downtown Commercial zoning district, Sections 102-1501 through 102-1505, and voted at this same meeting to approve the Contract Rezoning Agreement for the property located at Map 11, Lot 89. The Council found that the Applicant proposal satisfied all Section 102-1504(a) Mandatory Conditions for a Contract Rezoning Amendment (Agreement) that are stipulated in State Law, all Section 102-1504(b) Discretionary Conditions for a Contract Rezoning Agreement that are stipulated in the City Code of Ordinances, and that the project proposal is consistent with the Goal Statements stipulated in Section 102-1505. The Council authorized the City of Belfast City Manager to enter into (sign) this Agreement on their behalf.

**6) Terms and Conditions of Approval**

The Contract Rezoning Agreement is subject to Applicant compliance with the following terms and conditions:

- a) Attachment A, City of Belfast Planning Board recommended Conditions of Approval, which the Planning Board reviewed and approved at its meeting of August 10, 2016, and as such were reviewed and approved by the City Council at its meeting of September 20, 2016.
- b) Phoenix Row Subdivision Plan (4 sheets) prepared by Good Deeds, as such was reviewed and conditionally approved by the City of Belfast Planning Board at its meeting of August 10, 2016. The City Council acknowledged that the Planning Board was scheduled to act on its conditional approval and to sign the final Subdivision Plan if the Council approved the requested Contract Rezoning Agreement.

**7) Integration.**

This Contract Rezoning Agreement, together with all attachments, and the Phoenix Row Subdivision Plan approved by the City of Belfast Planning Board, together with all attachments, represents the set of terms and conditions between the parties. No oral statements, promises or understandings may be relied upon by either party.

**8) Assignment.**

The City, in approving this Contract Rezoning Agreement, recognized that the Applicant ultimately intends to sell or lease one or more of the three units/properties created through City approval of the Phoenix Row Subdivision Plan and this Contract Rezoning Agreement. The City requires the Applicant to inform the City when any sale or lease of any of the units/properties occurs, and for the Applicant to make any new owner or leaseholder aware of terms of the Contract Rezoning Agreement and the fact that said terms are binding on them, and are binding on any heirs, successors and assigns.

**9) Enforcement.**

The following provisions shall apply to enforcement of the terms of this Contract Rezoning Agreement:

- a) The parties hereto acknowledge that this Agreement is enacted pursuant to and is an extension of the land use laws of the City of Belfast. The City may enforce any violation of the terms and conditions in the Contract Rezoning Agreement and all attachments hereto, and the Phoenix Row Subdivision Plan approved by the City of Belfast Planning Board, and all attachments hereto, pursuant to the relief, penalties and remedies, including injunctive relief, as contained in Title 30-A M.R.S 4452 and Rule 80K of the Maine Rules of Civil Procedure. Each day of violation shall be considered a separate violation. Provided, however, with the exception of emergency safety issues, no enforcement action shall take place unless the Applicant, or its heirs, successors and assigns, fails to substantially cure violations after receipt of written notice from the City demanding cure within 30 days of receipt of said notice by the Applicant or its heirs, successors and assigns; and
- b) Unless specifically displaced by the terms and conditions described herein, the Applicant, or its heirs, successors and assigns, shall comply with all performance standards, land use ordinances, and public health, safety and welfare ordinances of the City of Belfast, whether existing or to be enacted in the future.

**10) Effective Date of Agreement.**

The effective date of this Contract Rezoning Agreement shall be the date of its adoption by the City Council, September 20, 2016. This Agreement was adopted and signed by both the Applicant and the City in September 2016. Council adoption of this Agreement satisfies a specific condition established by the City of Belfast Planning Board regarding its approval of the Phoenix Row Subdivision Plan, and post the Council meeting, the Planning Board is scheduled to act to sign the final Subdivision Plan.

The adoption of the Contract Rezoning Agreement and the accompanying Attachments and Plans is a legal land use decision of the City Council of the City of Belfast. Any appeal of this decision must be filed in the Waldo County Superior Court within 30 days in accordance with provisions of City Code of Ordinances, Chapter 102, Zoning, Section 102-1506.

**ON BEHALF OF THE APPLICANT, PHOENIX ROW INVESTMENTS, LLC**

Dated: \_\_\_\_\_  
\_\_\_\_\_ Archie Barnes

State of Maine  
Waldo County, ss

Personally appeared before me the above-named Archie Barnes made oath and that the above-stated facts are true based upon his knowledge, information and belief and to the extent that they are based upon information and belief, Archie Barnes, swears that he believes them to be true.

Before me,

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Type or Print Name as Written

My Commission Expires:

**ON BEHALF OF THE CITY OF BELFAST**

DATED: \_\_\_\_\_  
Joseph J. Slocum

State of Maine  
Waldo County, ss

Personally appeared before me the above-named Joseph J. Slocum, City Manager, City of Belfast and made oath that the above-stated facts are true based upon his knowledge, information and belief and to the extent that they are based upon information and belief, Joseph J. Slocum, swears that he believes them to be true.

Before me,

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Type or Print Name as Written

My Commission Expires:

**ATTACHMENT A  
DRAFT CONDITIONS of APPROVAL  
CONTRACT REZONING AGREEMENT**

**RECOMMENDED by BELFAST PLANNING BOARD  
to BELFAST CITY COUNCIL  
ADOPTED on SEPTEMBER 20, 2016**

**PHOENIX ROW INVESTMENTS, LLC (APPLICANT)  
PROPOSAL to SUBDIVIDE PROPERTY  
MAP 11, LOT 89**

**CITY COUNCIL ACTION REGARDING CONDITIONS of APPROVAL  
RECOMMENDED by BELFAST PLANNING BOARD.**

*(Potential Language for Council action --- The Belfast City Council, at its meeting of September 20, 2016, voted to approve a Contract Rezoning Agreement to support Phoenix Row Investments, LLC, proposal to subdivide an existing property/lot, Map 11, Lot 89, located at 157, 159 and 161 High Street into 3 lots. The Council, in adopting this Agreement, voted to allow the Lot located at 157 High Street to be less than the minimum lot size required for the Downtown Commercial zoning district; 1,718.5 square feet, rather than a minimum of 2,000 square feet. The Council also voted to require that the Applicant comply with Conditions of Approval recommended by the Belfast Planning Board, Attachment A, as such were adopted by the Planning Board at its meeting of August 10, 2016. The following Attachment A, Conditions of Approval, Recommended by the Planning Board, as such were adopted by the Council, are identified in Clause 6 of the Council's Contract Rezoning Agreement as requirements of the adopted Agreement.*

**DESCRIPTION OF PROJECT & APPLICANT REQUEST for a CONTRACT  
REZONING AGREEMENT**

Phoenix Row Investments, LLC (hereinafter Applicant) owns an existing property, Map 11, Lot 89, that is located at 157, 159 and 161 High Streets. The property/lot is 6,657.8 square feet in size and has 69.71 lineal feet of street frontage on High Street. The existing building on the property, the Phoenix Row Building, was initially constructed in 1824, and was reconstructed in 1887 following a fire. The current exterior of the building reflects much of the architecture of the reconstructed building. The existing building now features 3 storefronts that face onto High Street, including Darby's Restaurant, Bagel Cafe and Side Country Sports, and the two upper floors in the building have been renovated as residential dwelling units.

The Applicant is requesting the ability to divide the existing property and building into 3 lots. The property is in the Downtown Commercial zoning district, which requires a minimum lot size of 2,000 square feet, and that each lot have a minimum of 20 feet of street frontage. The

Applicant is proposing to create 3 lots, with each lot including a portion of the existing building; a storefront and the respective upper floor area located above that storefront. The three lots are:

- 157 High Street (Darby's Restaurant) - 1718.5 square feet of land area and 20.98 feet of street frontage;
- 159 High Street (Bagel Cafe) - 2908 square feet of land area and 24.02 feet of street frontage; and
- 161 High Street (Side Country Sports) - 2031.3 square feet of land area and 24.71 feet of street frontage.

While two of the lots, 159 High Street and 161 High Street, comply with both the minimum lot size and minimum street frontage requirement, the lot at 157 High Street has sufficient street frontage, but does not comply with the minimum lot size requirement. The Belfast City Council, at its meeting of June 21, 2016, adopted amendments to the City Code of Ordinances, Chapter 102, Zoning, Article X, Contract Rezoning, to allow an applicant to request the authority to create one or more lots that do not fully comply with minimum lot size requirements in the Downtown Commercial zoning district via City consideration of a contract rezoning application. The applicant has submitted a subdivision and contract rezoning application for review by the Planning Board, with the acknowledgement that the Council must review and approve a contract rezoning application to allow the lot at 157 High Street to be smaller than the City minimum lot size requirement.

### **PLANNING BOARD FINDING**

The Belfast Planning Board, pursuant to requirements of the City Code of Ordinances, Chapter 102, Zoning, Article X, Contract Rezoning, Division 5, Downtown Commercial zoning district, is responsible for preparing a contract rezoning agreement for presentation and recommendation to the City Council as a proposed contract rezoning ordinance amendment. Said agreement must define specific terms that the Applicant must satisfy.

The Belfast Planning Board, pursuant to Section 102-1503(b), Step 2 of the contract rezoning process (Article X, Division 5), at its meeting of August 10, 2016, found that the Applicant project proposal satisfies the following requirements of the City Code of Ordinances:

- 1) Subdivision Ordinance (non-codified), subject to City Council approval of a contract rezoning agreement to allow the creation of three lots, one of which (157 High Street) does not comply with the minimum lot size requirement for the Downtown Commercial zoning district. The Planning Board, at its meeting of August 10, 2016, granted conditional approval of the Phoenix Row Investment, LLC Subdivision Plan (4 sheets), subject to Council approval of the requested Contract Rezoning Agreement to allow the Lot at 157 High Street to be less than the minimum lot size requirement.
- 2) Chapter 102, Zoning, Article V, District Regulations, Division 30, Uses, and Division 31, Dimensional Standards, subject to City Council approval of the requested Contract Rezoning Agreement to allow the creation of three lots, one of which (157 High Street) does not fully comply with the minimum lot size requirement for the Downtown Commercial zoning district.
- 3) Chapter 102, Zoning, Article X, Contract Rezoning, Division 5, Downtown Commercial zoning district, Section 102-1505, Minimum Goals which an Applicant Shall Address, to obtain a Contract Rezoning Agreement.

The Planning Board, at its meeting of August 10, 2016, adopted specific Findings of Fact to describe why it made the above Findings and decisions. Said adopted Findings are on file at the City Code and Planning Department.

**PLANNING BOARD RECOMMENDED CONDITIONS of APPROVAL  
for a CONTRACT REZONING AGREEMENT**

The Planning Board, per requirements of the Chapter 102, Zoning, Article X, Contract Rezoning, Division 5, Downtown Commercial zoning district, Section 102-1503(b)(4), at its meeting of August 10, 2016, adopted the following Conditions of Approval that it is recommending the Belfast City Council approve as requirements of a Contract Rezoning Agreement. The Applicant must comply with these Conditions to obtain City Planning Board approval of the Phoenix Row Subdivision application. Planning Board approval includes its review and approval of a subdivision plan entitled Proposed Plan, Phoenix Row Subdivision, Property Division Footprints, submitted by Phoenix Row Investments, LLC, Sheet 1 (First Floor), Sheet 2 (Second Floor), Sheet 3 (Third Floor) and Sheet 4 (Basement) prepared by Good Deeds Land Surveying.

The specific Conditions of Approval that the Planning Board recommends that the Council adopt as requirements of this Contract Rezoning Agreement are stipulated in Conditions 1 – 9, below.

**1. REQUIREMENTS of AGREEMENT to APPLICANT and AMENDMENTS.**

This Contract Rezoning Agreement was granted to Phoenix Row Investments, LLC (Applicant). In approving this Agreement, the City recognized that the Applicant intends to sell, lease or convey one or more of the three lots created through the Phoenix Row Subdivision. The City requires that these Conditions of Approval (Attachment A, Contract Rezoning Agreement) and the Conditions of Approval stipulated by the Belfast Planning Board for the Phoenix Row Subdivision, be binding on the Applicant and any heirs, successors or assigns. Further, any request to amend terms of the adopted Contract Rezoning Agreement or the Phoenix Row Subdivision shall require the review and approval by the appropriate City authorities.

**2. NON-CITY (OTHER) PERMITS.**

The Applicant shall provide the City Code Enforcement Officer a copy of all permits that may be required and that it obtains from any state or federal (non-City) agencies. If a state or federal permit applies to improvements involved with the issuance of a City building, demolition or similar permit, the Applicant shall obtain said permits prior to the issuance of a City permit.

The Applicant shall abide by terms of all state and federal (non-City) permits that are required for this project. If any conditions or requirements imposed by a state or federal agency differ or conflict with requirements established by the City, the Applicant shall inform the City of the conflicts and shall work with the City to resolve the conflict. This could require an amendment(s) to the City permits and this Contract Rezoning Agreement.

The Applicant also shall inform the City Code Enforcement Officer of orders regarding project construction or compliance that may be issued by other agencies, and describe the action performed by the applicant to comply with the respective order.

**3. USE of BUILDINGS and LOTS.**

The building and property, as such was divided into the 3 lots identified on the Phoenix Row Subdivision Plan, may be used for any use or uses permitted pursuant to the City Code of Ordinances, reference Chapter 102, Zoning, provided the requested use complies with requirements of City Ordinances, with the recognition that the lot located at 157 High Street was allowed to be less in size (at the time the lot was created) than required for the Downtown Commercial zoning district.

**4. NUMBER of LOTS and SIZE of LOTS.**

The Phoenix Row Subdivision shall consist of three lots, including: 157 High Street, 159 High Street and 161 High Street. The lots shall be configured as shown on the Phoenix Row Subdivision Plans, Sheets 1 (First Floor), Sheet 2 (Second Floor), Sheet 3 (Third Floor) and Sheet 4 (Basement), dated August 25, 2016, prepared by Good Deeds Land Surveyors, and shall be no less in size and have no less street frontage on High Street than as shown on said Plans.

It is specifically referenced that the lot at 157 High Street is 1718.5 square feet in size, which is less than the minimum lot size of 2,000 square feet for the Downtown Commercial zoning district, and that the creation of this lot is dependent on Council approval of and Applicant compliance with terms of this Contract Rezoning Agreement. The lots located at 159 High Street and 161 High Street comply with both the minimum lot frontage and lot size requirements.

Further, it is specifically referenced that the Subdivision Plan establishes that certain portions of the second floor of the Lot located at 159 High Street are located above the lot created for the Lot at 161 High Street (reference Sheet 2 of the Subdivision Plan), and that certain portions of the third floor of the Lot located at 159 High Street are located above the lot created for the Lots at both 157 High Street and 161 High Streets (reference Sheet 3 of the Subdivision Plan). The Planning Board considered and approved the building lay-out shown on Sheets 2 and 3, and established such as elements of the approved Subdivision Plan.

**5. BUILDING DESIGN.**

The Applicant has not proposed any changes to the exterior of the building as part of this application, thus, the City did not establish any specific requirements that apply to the exterior appearance of the building, as such is being divided as part of the Phoenix Row Subdivision. The Applicant acknowledges that any future changes that may be proposed to the exterior of the building shall require the review and approval of the City Intown Design

Review Committee pursuant to requirements of City Code of Ordinances, Chapter 80, Intown Design Review.

**6. UTILITIES and STORMWATER MANAGEMENT.**

The existing building and property is connected to public utilities (sewer, water, electric and cable) and no changes are proposed to said utilities at the time of City consideration of this Contract Rezoning application. The Applicant, as part of the Subdivision and Contract Rezoning application, identified certain easement requirements and obligations that affect existing utilities and how stormwater is managed, and the mutual responsibilities of the respective owners of the three lots to manage such utilities and stormwater improvements. The City requires the Applicant and property owners to comply with requirements of said easements, a copy of which shall be recorded in the Waldo County Registry of Deeds and be on file at the Code and Planning Department.

**7. SOLID WASTE DISPOSAL.**

The Applicant shall properly collect and dispose of all solid wastes generated on the property. If the Applicant chooses to install one or more dumpsters or similar containers for the disposal of solid wastes, the Applicant shall screen such dumpsters in compliance with requirements of the City Code of Ordinances.

**8. PARKING.**

On the date that the Contract Rezoning Agreement was approved, all of this property was located in a section of the Downtown Commercial zoning district that was exempt from the requirement to provide on-site parking. As such, the City did not require the Applicant to provide any on-site parking. Notwithstanding this provision, if the City chooses to amend its land use Ordinances to require on-site parking, future uses of this property may be required to comply with Ordinance requirements regarding parking that are in effect at the time an application is submitted by a future owner.

**9. EASEMENT AGREEMENTS.**

The Phoenix Row Subdivision results in the subdivision of an existing property and building into 3 lots, each of which includes a portion of the existing building. The existing building also consists of 3 floors of habitable space and a basement. Further, there are certain improvements on the property and in the building that are common to two or more of the lots and attendant buildings created by the Subdivision, and certain portions of the second and third floor of the building located at 159 High Street are located on the lots created at 157 High Street and 161 High Street. The Applicant has established certain Easements that address common improvements and areas and the use, management and maintenance of said improvements and areas. The City reviewed and required the establishment of these easements as conditions of its approval of the Subdivision application and Contract Rezoning Agreement. These easements shall be recorded in the Waldo County Registry of Deeds, shall be on file at the Code and Planning Department and shall be binding on the Applicant and all heirs, successors and assigns. The Applicant shall

notify the Code and Planning Department of any proposed amendments to the recorded easements and the City Code Enforcement Officer or his designated representative shall determine if the proposed amendment to the easement shall require the review and approval of the City.

**NOTICE OF PUBLIC HEARING  
CITY OF BELFAST CITY COUNCIL**

The Belfast City Council, at its meeting of Tuesday, September 20, 2016, beginning at 7:00 p.m. or as soon as practical thereafter, in the Council Chambers of Belfast City Hall, which is located at 131 Church Street, shall conduct a public hearing regarding a request from Phoenix Row Investments, LLC, to subdivide an existing building and property (Phoenix Row Building) located at 159 High Street, Map 11, Lot 89, into 3 properties. Property is in the Downtown Commercial zoning district. Request requires City Council review and approval of a contract rezoning agreement pursuant to the City Code of Ordinances, Chapter 102, Zoning, Article V, District Regulations, Downtown Commercial zoning district, and Article X, Contract Rezoning, Division 5, Downtown Commercial zoning district. The September 20 meeting is the Council's Second Reading of the proposal, which is considered an amendment to the City Zoning Ordinance for the applicant property. The Belfast Planning Board, at its meeting of August 10, 2016, conducted its review of the subdivision application and contract rezoning agreement and is recommending Council approval of the agreement.

Persons who may be affected by this proposal are encouraged to attend the September 20 public hearing and to offer comment. Comment also may be submitted in writing or via email by the date of the hearing. Written comment should be sent to: City of Belfast, Code and Planning Department, 131 Church St, Belfast, ME 04915. Email comment should be sent to: [wmarshall@cityofbelfast.org](mailto:wmarshall@cityofbelfast.org). The Department has a copy of the application available for public inspection at its offices in City Hall during regular business hours, Monday – Friday, 8:00 a.m. to 5:00 p.m. Questions regarding the application should be directed to Wayne Marshall, City Planner, 338-1417 x 25, or via email at [wmarshall@cityofbelfast.org](mailto:wmarshall@cityofbelfast.org).

# AGENDA TOPIC 10.

TO: Mayor & City Council  
FROM: Wayne Marshall, City Planner  
DATE: September 15, 2016  
RE: Project Updates

I have been verbally been providing updates to the Council at most of your meetings for the past 6 months regarding a number of projects in which the City is involved. Following is a list of projects on which I will be reporting at the meeting. I will supplement this written information with additional verbal comment at the meeting.

## **Belfast Rail Trail Project - McCrum Property**

As I reported in a September 8 email to the Council, the Public Works Department has completed construction of the 6 foot wide temporary path through the Penobscot McCrum property. They also have installed signs at the both end/beginning points of the path through the McCrum property. On September 12, Steve Craig, Penobscot McCrum called and asked to schedule a meeting with Jay McCrum, Joseph Slocum and me that is to be held on September 21. We will keep the Council informed of the outcome of this meeting via an email to all Councilors.

## **Eastside Harbor Walk Project**

Public Works has completed much of the project tasks that the Council approved, including the following:

- Concrete apron installed at the entrance to the Bridge;
- Memorial bricks have been relocated to the head of the concrete apron;
- New 11 foot wide asphalt path connects the concrete apron to the road near the pump station;
- The area on both sides of the asphalt path has been loamed, hayed and seeded;
- The 9 parking spaces near the pump station have been paved and striped, including the installation of new curbing;
- The former sidewalk and curbing located northeasterly of the pump station has been removed and new asphalt and curbing installed - there is no longer a sidewalk in this area;
- The monument has been moved (tremendous work by Public Works) to the identified location at the beginning of Footbridge Road near Searsport Avenue;
- The porta-pottie has been relocated to where the monument formerly was located (looks great here in my opinion) and an asphalt entrance has been installed to the porta-pottie; and
- Granite blocks have been installed to help define where vehicles cannot enter or park.

The following work remains to be accomplished:

- Ordering and installing 4 benches;
- Skim-coating the monument and determining and installing the desired signage in the monument;
- Installing the wooden guardrails near the new parking area (contractor has been scheduled but has not yet arrived); and
- Planting vegetation near the pump station, which likely will not occur until next spring. Also, I am uncertain of the need for these plantings.

### **CMP Remediation Project on Washington Street**

Abscope, CMP's contractor, started work on this project in earnest on Monday, September 12. They have demolished and removed all of the former bunker building. On Monday, September 19, they plan to begin removing the contaminated soils. At present, their goal is to complete most project work by November 4, and to demobilize by November 11. Thomas Kittredge and I both participate in the weekly teleconference calls regarding project work, and both of us routinely stop by the site from time to time. Also, DEP representatives are on the site on most days and are regularly monitoring project work.

### **Front Street Reconstruction Project**

Work on this project remains on schedule. All of the water line replacement (funded by the Belfast Water District) will be completed by the end of next week. All of the replacement sewer line has been installed and they are now installing connections to several properties. Much of the current work centers on installation of the new storm drain system, with a goal of completing this work within the next 2 weeks. At present, it appears that the road reconstruction and base coat of asphalt should be completed by November 11, and that the new parking area at Bridge/Peirce/Front Street should be done by the end of the first week in November. Maine Earth also will clean-up most of the current materials on the Belfast Yards property by December 1.

In addition, with the CMP project scheduled to finish earlier than originally anticipated, it now appears that Maine Earth will be able to construct the replacement sewer line and storm drain line between Front Street and Washington Street in November, rather than waiting until next spring. In short, if project construction can continue as it has to date, this major project work will be completed on schedule and on budget. Except for the typical punch list work that occurs with every project, the only significant project work that will carry over to next spring is installation of the top/final coat of asphalt; which is work that we scheduled for next spring.

Lastly, I want to give a couple of shout-outs to folks who have worked on this project.

First, The Front Street Reconstruction project is now the third major project that the City has done with Maine Earth, the others being the Harbor Walk and the Cross Street Downtown Revitalization project. In addition to doing good quality work, all of their employees, from the President of the Company to the Foreman to the guys working in the trenches, have been good to

work with. One area property owner stopped by the office to complement work that they performed near their property, and I have heard of another who provided gift cards to their employees because of how they performed work near their property. It is rare to have received so few complaints (very few) from folks when doing a project of this scope.

Second, Olver Associates. Olver Associates provided solid direction during project design, the engineering plans they prepared needed tweaks and not overhauls during project construction, and Mike Light, the project inspector, has been on top of all of the work performed by Maine Earth. Also, there has been a great working relationship between City staff and Olver Associates, and they have ensured that we are involved in any decisions which must be made.

Lastly, the Belfast Water District. The Front Street Reconstruction project is a joint undertaking between the City and the District. While Maine Earth was the contractor for both the City and the District, the District obtained their own funding (over \$600,000) to replace the water line, used Dirigo Engineering to do the design of the water system improvements and used Greg Ireland to perform on-site inspection services. The Reconstruction project will have more long-term value to the community and area businesses because the Water District stepped forward to replace the water service at this time.

### **Other Projects**

We are involved in a variety of other projects, new Court building, finishing the Belfast Commons improvements, replacing downtown street lights, the Rangeway project and such, and I would be happy to respond to any questions.

# AGENDA TOPIC 10.

TO: Mayor & City Council  
FROM: Wayne Marshall, City Planner  
DATE: September 14, 2016  
RE: City Sign Ordinance

## **REQUESTED ACTION:**

The Council is not required to take any specific action regarding this issue, but I would suggest that the Council authorize staff to write a letter to our Senator and Representative and to MDOT to express our opposition to the new law. While the information in this memorandum is largely informational, the Council could choose to make further amendments to the City Sign Ordinance if you would like to make our standards regarding the regulation of political signs and temporary signs consistent with recently adopted amendments to the State law. I would advise against such at this time.

## **BACKGROUND INFORMATION:**

The City Council, at your meeting of August 16, 2016, adopted amendments to the City Sign Ordinance. One of the purposes of the amendments was to make the City standards regarding the regulation of temporary political signs in the public right-of-way consistent with State requirements. Well, unbeknownst to me, the Legislature amended the State standards regarding the regulation of political and other temporary signs located in the public right-of-way this past session and these standards took effect on July 28. The standards, however, have not yet been incorporated into the published State Statutes.

### **So --- how do the new standards differ from the old State requirements for political signs.**

The former standards said a sign could be located in the right-of-way no more than 6 weeks before any election and had to be removed within 7 days after an election. The new standards limit the posting of a specific sign for no more than 6 weeks in any year. Each sign is to include a label identifying who posted the sign and when it was posted. In short, the new law creates the opportunity for a candidate or campaign to post a sign at any time through-out the year, provided they are prepared (at least theoretically) to bear the cost of putting up new signs (or at least replacing the label) every 6 weeks or so. Frankly, I don't get the new law; I believe it is virtually unenforceable.

I do note that the City has the right to establish regulations which are more strict than the State law. In many respects, our law is more strict than the State law because it limits the time to

posting a sign to a maximum of 6 weeks before an election. And, although the time period before the election is now down to about 8 weeks, I do note that at least one of the ballot measure campaigns has been posting signs in Belfast for at least 2 weeks. I have not personally inspected any of the signs to see if each includes the required 'label', and to date, we have not requested that the campaign remove any of the signs for being illegal under local Ordinance.

### **Other Signs in the Right of Way.**

The former State law also established provisions to allow churches and civic organizations to locate up to 4 permanent signs in the public right-of-way. A large number of churches and civic organizations in Belfast have installed signage in accordance with this provision. Well, this provision of the former law, reference Section 1913-A, subsection E, has now been eliminated and appears to have been replaced by the same standard as applies to political signs; only 6 weeks during the course of a year, and no limit on the number of signs and where they are. I have reached out to MDOT to ask if they intend to require any existing signs for churches and similar organizations to be removed, and to ask how they intend to enforce the new law. It likely will be until next week that I hear back from them.

In addition, the new law eliminates past special sign provisions that applied to farm stands and to farmers markets and again replaced such with the same provisions as apply to political signs.

### **My Comment.**

While how political signs, temporary signs and civic organization signs are regulated is not the most pressing issue confronting Belfast, it is an issue which our office addresses fairly regularly. For example, many local churches have asked about installing signs as a way to make the traveling public aware of their church. While the new law was likely well intended, it appears to me to have a large number of unintended consequences, particularly on churches, civic organizations and the like. It also creates ambiguity regarding when a sign can be posted and could lead to more sign clutter rather than less. I feel that the Ordinance will be difficult for all to enforce because someone would need to stop and inspect each sign to obtain the information from the label that is to appear on the sign. I would encourage the Council to authorize staff to write a letter on behalf of the City to our State elected officials and to MDOT.

I have attached the new State law and the Temporary Sign provisions of the Sign Ordinance amendments that the Council adopted in August.

APPROVED  
MARCH 23, 2016  
BY GOVERNOR

CHAPTER  
403  
PUBLIC LAW

STATE OF MAINE

—  
IN THE YEAR OF OUR LORD  
TWO THOUSAND AND SIXTEEN

—  
S.P. 641 - L.D. 1592

**An Act To Amend the Maine Traveler Information Services Laws**

**Be it enacted by the People of the State of Maine as follows:**

**Sec. 1. 23 MRSA §1903, sub-§2**, as repealed and replaced by PL 1981, c. 318, §1, is amended to read:

**2. Erect.** "Erect" means to construct, build, raise, assemble, place, display, affix, attach, create, paint, draw or in any other way bring into being or establish.

**Sec. 2. 23 MRSA §1903, sub-§15-A** is enacted to read:

**15-A. Temporary sign.** "Temporary sign" means a sign bearing a noncommercial message that has been placed within the public right-of-way for a limited period of time.

**Sec. 3. 23 MRSA §1910**, as amended by PL 2011, c. 344, §29, is further amended to read:

**§1910. Types and arrangements of signs**

Subject to this chapter, the commissioner shall regulate the size, shape, color, lighting, manner of display and lettering of official business directional signs. A symbol may be specified for each type of eligible service ~~of~~ or facility for inclusion upon official business directional signs.

**Sec. 4. 23 MRSA §1913-A**, as amended by PL 2013, c. 529, §8, is further amended to read:

**§1913-A. Categorical signs**

**1. Signs within the public right-of-way.** The following signs may be erected and maintained within the public right-of-way without license or permit as long as they conform to applicable provisions of this ~~subsection~~ Title and rules adopted pursuant to this ~~chapter~~ Title:

A. Signs bearing noncommercial messages erected by a duly constituted governmental body, a soil and water conservation district or a regional planning district;

B. Signs located on or in the rolling stock of common carriers, except those that are determined by the commissioner to be circumventing the intent of this chapter. Circumvention includes, but is not limited to, signs that are continuously in the same location or signs that extend beyond the height, width or length of the vehicle;

C. Signs on registered and inspected motor vehicles, except those that are determined by the commissioner to be circumventing the intent of this chapter. Circumvention includes, but is not limited to, signs that are continuously in the same location or signs that extend beyond the height, width or length of the vehicle;

D. Signs with an area of not more than 260 square inches identifying stops or fare zone limits of motor buses;

~~E. Signs showing the place and time of service or meetings of religious and civic organizations, in the municipality or township. Each religious or civic organization may erect no more than 4 signs. No sign may exceed in size 24 inches by 30 inches;~~

~~F. Memorial signs or tablets;~~

~~G. Hand-held or similar signs outside the public way not affixed to the ground or buildings;~~

~~H. Signs bearing political messages relating to an election, primary or referendum, which may not be placed within the right-of-way prior to 6 weeks before the election, primary or referendum to which they relate and must be removed by the candidate or political committee not later than one week thereafter;~~

I. Adopt-A-Highway Program signs allowed under section 1117; and

~~J. Signs erected by a producer that direct travelers to the location where farm and food products, as defined in Title 7, section 415, subsection 1, paragraph B, are grown, produced and sold. A producer that sells farm and food products from a location with frontage on a numbered state highway may not erect a sign pursuant to this paragraph adjacent to that highway. A sign must be directional in nature, may not exceed 8 square feet in size and must be located within 5 miles of where the farm and food product is sold. A producer may not erect more than 4 signs pursuant to this paragraph, and the total number of signs erected by that producer pursuant to this paragraph and section 1911, subsection 2 may not exceed 6; and~~

~~K. Signs erected for a farmers' market, as defined in Title 7, section 415, subsection 1, paragraph A, as long as the signs are directional in nature. A farmers' market may not erect more than 4 signs pursuant to this paragraph, and the total number of signs erected by that farmers' market pursuant to this paragraph and section 1911, subsection 2 may not exceed 6. A farmers' market may erect a banner over a public way if the farmers' market obtains municipal approval and complies with rules adopted pursuant to this chapter.~~

L. Temporary signs placed within the public right-of-way for a maximum of 6 weeks per calendar year. A temporary sign may not be placed within 30 feet of another

temporary sign bearing the same or substantially the same message. A temporary sign may not exceed 4 feet by 8 feet in size. A sign under this paragraph must be labeled with the name and address of the individual, entity or organization that placed the sign within the public right-of-way and the designated time period the sign will be maintained within the public right-of-way.

~~2. Types of signs outside the right of way.~~ The following signs may be erected and maintained outside of the public right of way without license or permit as long as they meet applicable provisions of this subsection and rules adopted pursuant to this chapter:

~~A. Signs erected by a public, civic, philanthropic, charitable or religious organization announcing an auction, public supper, lawn sale, campaign or drive or other like event or soliciting contributions;~~

~~B. Signs erected by fairs and expositions within the county where the activity is located;~~

~~C. Signs bearing religious messages and signs showing the time and place of services or meetings of religious and civic organizations;~~

~~D. Signs erected by nonprofit historical and cultural institutions. Each institution that has certified its nonprofit status with the commissioner may erect not more than 2 signs with a surface area not to exceed 50 square feet per sign; and~~

~~E. Signs bearing political messages.~~

2-A. Signs outside the public right-of-way. Except as provided in section 1914, a sign may be erected and maintained outside the public right-of-way as long as it does not exceed 50 square feet in size.

~~4. Zones.~~ The commissioner may adopt rules permitting signs, including signs bearing commercial messages, in any zone or area of the State, together with rules concerning the dimensions, construction, illumination and other characteristics of such signs if the Attorney General certifies to the commissioner that the United States Supreme Court has determined that signs in such zones or areas must be permitted.

**5. Prohibited practices.** None of the signs referred to in this section may be erected or maintained on any traffic control signs or devices, public utility poles or fixtures or upon any trees. None of these signs may be painted or drawn upon rocks or other natural features.

**6. Interstate system.** None of the signs referred to in this section, other than signs conforming with subsection 1, paragraphs B and C and logo signs erected pursuant to section 1912-B, may be located within the right-of-way limits of the interstate system or within 660 feet of the nearest edge of the interstate system and erected in such a fashion that the message may be read from the interstate highway.

**Sec. 5. 23 MRSA §1917-A**, as enacted by PL 1989, c. 315, is repealed.

**Sec. 6. 23 MRSA §1917-B** is enacted to read:

**§1917-B. Unlawful removal of temporary signs**

A person who takes, defaces or disturbs a sign placed within the public right-of-way in accordance with section 1913-A, subsection 1, paragraph L commits a civil violation for which a fine of up to \$250 may be adjudged. This section does not apply to a person authorized to remove signs placed within the public right-of-way in accordance with section 1913-A, subsection 1, paragraph L.

**EXCERPT CITY SIGN ORDINANCE  
TEMPORARY SIGNS, INCLUDING POLITICAL SIGNS  
AMENDMENTS ADOPTED 8-16-16**

**ARTICLE III. TEMPORARY SIGNS.**

**Sec 86-40 Temporary on-premise advertising sign.**

A nonresidential use may display a temporary on-premise advertising sign subject to the following standards:

- a) The sign shall be constructed of light non-permanent material such as but not limited to cloth, canvas, fabric, or plywood.
- b) The sign shall be displayed for a period of no longer than 30 days.
- c) The sign shall be affixed and displayed in such a manner and location so as not to cause a public safety concern.
- d) The sign shall be maintained in good condition.

A temporary on-premise advertising sign does not require a permit from the Code Enforcement Officer.

**Sec. 86-41 Temporary political signs on public property or in the public right-of-way.**

Signs bearing political messages relating to an election, primary or referendum, shall not be placed within the right-of-way prior to 6 weeks before the election, primary or referendum to which they relate and must be removed by the candidate or political committee not later than one week thereafter. The placement of such a sign also is subject to the following standards:

- a) A person who chooses to erect or display a sign shall use the utmost consideration and good judgment in the placement of a sign to ensure it does not interfere with the public safety of the traveling public, including motorists, bicyclists and pedestrians. All signs must allow good visibility for both vehicular and pedestrian traffic patterns. Any sign determined to be impeding such visibility or similar safety concerns can be removed by City law enforcement, public safety, code enforcement and/or public works officials.
- b) A person who chooses to display a temporary political sign shall affix the sign to its own stake or post and set it in the ground, and shall ensure it is securely in the ground. Any sign that is not securely in the ground or which is detached from its stake or post can be removed by City law enforcement, public safety, code enforcement and/or public works officials if they deem such to pose a safety concern or that the sign is in disrepair.
- c) Pursuant to state law, a political sign in view of any highway or near a highway cannot resemble an official traffic control device, such as but not limited to a stop sign or speed limit sign.
- d) No person shall erect or display a temporary political sign on any of the following City owned properties or within the road right-of-way adjacent to these properties: Armistice

Bridge (Belfast Footbridge), Boathouse at Steamboat Landing and Steamboat Landing Park, Belfast Common, Heritage Park, City Park, Belfast City Hall (Church St), Belfast Police Department (High Street), Belfast Public Library (High Street), Thompson's Wharf, Belfast Boat Harbor (City Landing) and accompanying parking lot, Washington Street parking lot, Cross Street parking lot, Beaver Street parking lot, any and all RSU # 71 School buildings, Belfast Public Works Department, Belfast Wastewater Treatment Plant, Belfast Transfer Station, Belfast Municipal Airport, and any and all City cemeteries. Further, persons who chose to erect or display a temporary political sign on any property owned or controlled by the Waldo County government, the State of Maine or the United States Federal Government are advised to seek the permission of the respective authority regarding their policies for placement of a sign.

- e) A person may erect or display a temporary political sign within the road right of way adjacent to the following City properties: Walsh Field; Sportsman Park; Whales Park; Eleanor Crawford Park (corner of High Street and Church Street, provided signs do not interfere with garden installed by the Belfast Garden Club); the City Fire Department (limited to the corner of the Fire Dept near the Museum and that the placement of the sign does not interfere with the use of the Fire Department); Kirby Pond (the Muck, provided the sign does not interfere with use of the Pond or its facilities); and the former City dump property located on Pitcher Road.
- f) No person shall erect, maintain, or display a sign on any City owned property or within a public right-of-way that is located on the identified portions of the following streets: Main Street, between Court Street and the Front Street; Church Street, between Market Street and Spring Street; High Street, between Bridge Street and Spring Street; Cross Street, between Spring Street and Main Street; Front Street, between the westerly corner of the Wastewater Treatment Plant property, Map 11, Lot 124 and Commercial Street; Beaver Street (all of street); and Pendelton Lane (all of street).
- g) During the time period that absentee voting is permitted, no person shall erect, maintain or display a sign on any City owned property, within a public road right-of-way, or on vehicles parked for more than 30 minutes within such a public right-of-way, if it is located within 250 feet of either entrance of Belfast City Hall which is located on Church Street and High Street. This standard, however, does not prevent the display of a political sign on any private property located within 250 feet of Belfast City Hall, or within any public right-of-way on a privately owned property, such as but not necessarily limited to the driveway and parking area that serves Key Bank and surrounding properties.

Further, no political signs shall be displayed within a public road right-of-way or on vehicles parked for more than 30 minutes within such a public right-of-way, that are located within 250 feet of the entrance to a polling place when the polling place is open.

In all cases, the display of political signs in any area used as a polling place shall be governed by the requirements of State law.

- h) Pursuant to Maine State law, Title 23, Section 1917-A, no person shall take, deface or disturb a lawfully placed sign bearing political messages relating to a general election, primary election or referendum.

**Sec. 86-42 Political signs on private property.**

A political sign or signs may be erected on private property outside of the road right-of-way limits of a public way, provided that no individual sign is greater in size than 32 square feet. Persons who chose to erect a political sign on private property shall ensure that the sign is securely affixed in its location.

**Sec. 86-43 Temporary construction sign.**

- a) A temporary sign announcing construction or development of a particular project is permitted to be located on a property without a permit issued by the Code Enforcement Officer, subject to the following requirements: the sign is located outside of the public right-of-way, the sign is no greater than 32 square in size, the sign is not displayed more than 7 days prior to the start of construction and is removed within 21 days of the completion of construction, and the sign is properly affixed in the ground.
- b) A temporary construction sign which is greater than 32 square feet in size shall require a permit from the Code Enforcement Officer. With the exception of the size of the sign, all standards identified in a) above shall apply to such a temporary construction sign.