



CITY OF BELFAST

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MANAGER'S REPORT
Belfast City Council Meeting
Tuesday, January 16, 2018
7:00 p.m.

TO: Mayor Samantha Paradis and Honorable Members of Belfast City Council

FROM: Joseph J. Slocum, City Manager

DATE: Friday, January 12, 2018

Agenda Items:

10-A Request for direction to install tile in the restrooms and showers on Main Street.

This year we set aside money to tile the bathroom floors and the showers in our most public bathroom at the bottom of Main Street. When we discussed this project, concern was raised about the possibility of mold in the showers and that we should investigate the possibility of installing Onyx panels in the shower areas and put tile everywhere else on the floors. We have researched with local suppliers and found that there are mortars available that do not mold. The contrast in the cost of materials is between \$6,118 for the Onyx paneling and \$4,872 for 12 X 12 ceramic tiles. The difference is \$1,246. These prices include prep materials and finish materials. There is probably more labor cost associated with installing the ceramic tiles.

We need to choose tile or Onyx paneling. I am recommending the Onyx paneling because it is a flat solid panel that may be easier to clean and maintain in a tight shower enclosure.

The second option is a tile floor in the shower or a plastic shower base with a little ramp on the front edge. I recommend the flat ceramic tile floor as I think that will also be easier to maintain than a plastic base and safer with no shower base lip to traverse over getting in and out of the shower.

Finally, we suggest a grey tile that we will have at the meeting for your consideration. We would like your perspective before we put this out to bid.

10-B Request to waive foreclosure on 3 mobile homes that that are either gone, destroyed or pose a potential financial burden upon the City .

The three mobile homes in question are all identified on attachment 10-B.

The first was located in a mobile home park and was destroyed by the owner the park before we could foreclose. Hence there is nothing for us to foreclose upon. The second mobile home has moved away somewhere and we have no idea where it is. Mobile home movers are supposed to check to see if taxes are owed before they move them. Often they do not. Finally we have one in bad condition but we do not want to suddenly acquire it and either have the Park owner start charging us rent or demanding that we either remove it or destroy it at a cost of \$3,000. We prefer to keep the pressure on Park owners themselves to make sure homes in their park are maintained so they can avoid the ultimate \$3,000 expense of moving or destroying.

10-C Request for approval of a Property Tax Credit Enhancement Agreement with Building 6 LLC (Front Street Shipyard).

First we need to remember that we have a Downtown Increment Financing District. It was created in 2005.

Under the terms of such a Tax Increment Financing District, all the tax valuation property that it was in existence at the time (2005) continues to be placed in the general fund to run the entire City. Taxes that come in for anything new or "incremental" to those 2005 taxes go into a Downtown Tax Increment Financing fund which pays for things in the Downtown area specifically. For example the Harbor Walk is being paid for by only those new tax revenues realized from new construction (such as the Front Street

Shipyard) or expansion inside that district. The residents of the East Side, who are out of the Downtown TIF District, are not paying for the Harbor Walk. It is "financed" by the "incremental" tax revenue from new development.

This agenda item is presented because the Front Street Shipyard, also known as DUBBA LLC, wants to build a new Building #6 on top of the old parking lot owned by the City on Front Street. The City is selling them the parking lot for \$600,000.

To secure bank financing for this new construction, a new LLC was formed, called Building 6 LLC, because a new financial backer was brought into the new project.

To reduce bank exposure on the loan to Building 6 LLC, the bank has also asked for the City to participate by approving a Credit Enhancement Agreement as additional security for the loan. This agreement would require that the City set aside the next 5 years of the new taxes on the new #6 building (Not the taxes on the land or business equipment inside) up to a maximum amount of \$400,000 and place that money into a City held escrow account.

If at any time during the first 5 years of the bank loan, Building #6 defaults in its payments to the bank, then the bank can seek payment from the City out of these escrowed taxes. The maximum amount of City exposure is \$400,000 the first year and this number decreases every year by \$80,000. So if Building #6 LLC defaults in say 3 years the maximum amount of exposure to the City's tax escrow account is reduced to \$160,000.

Any money in City held escrow in excess of our maximum amount of exposure, can be released to the City's Downtown Tax Increment Financing District for purposes of expenditure in furtherance of the District. Once the 5 years passes all of the money left in this escrow account is released to the City's Downtown Tax Increment Financing Account and can be used by the City for the diverse purposes of the District.

Why do this?

The City of Belfast and The Front Street Shipyard have a unique and deeply intertwined economic development relationship supported by some 18 property use and management agreements. The success of the Shipyard has become crucial to our economy. Aspirations to build passenger ferries, but cannot do so without building large enough to complete this work. Over the last several years they have been challenged to secure contracts for large projects because they did not have the large building to do the work in. The City has been working with them all this time to finally get the crucial financing to provide this opportunity and the jobs that will go with it.

There is additional information in a packet attached to this report from City Economic Development Director, Thomas Kittredge.

10-D Request from the Economic Development Director Thomas Kittredge to move up to \$162.50 from the Downtown and Northport Tax Increment Financing Districts to pay a legal bill.

There is a memo attached that explains this bill.

10-E Request from the Police Chief, Mike McFadden to appoint Robert "Bobby" Richard is a full-time police officer for the department.

There is a memo in your packet from the Chief.

10-F Update on developing a new Public Works Garage for the City on Crocker Road.

We will talk about the site, what we will need in terms of the building, our equipment and our efforts to date on reducing operational costs on energy and working towards renewable energy through solar installation.

10-G Update on Warming Centers in the City

We went through quite a cold spell last week and there was a lot of discussion on both emergency shelters and warming centers. A shelter is a place where you can stay. A warming center is place you can go for part of the day to warm up.

Presently in Belfast, the Library serves as a warming center when it is open. Troy Howard School serves as a warming shelter for several hours a day when it is closed. The warming shelter at Troy Howard is staffed entirely by volunteers who are activated by the recommendation of the Fire Chief to the Waldo County Emergency Management Office. We have some additional information attached in your packet and hope to have Dale Rowley from Waldo County Emergency Management at the meeting to help with the discussion.

10-H Update on the operation of the City's General Assistance Program

Over a year ago we ran into serious problems with the State the operation of our General Assistance program. We have made a lot of positive strides to change the way we operate, assist and document our efforts to help people in need. We are making sure that benefits are going to those who are entitled to them and we fell that the program is being run more prudently and successfully.

We will have Belfast General Assistance Administrator Jodie Stout at the meeting to make an updated report on our progress.

10-I Request from the City Treasurer Teresa Butler, and the City Clerk, Amy Flood, to use office equipment reserve funds to replace 2 printers.

These printers are essential to the operation of the office and they have both been repaired before and now they are again both broken. Further repairs, given the age, cost and repair history of these units when compared to the cost of complete replacement, suggest that they should be replaced.

We would like to move:

\$392.50 from the Clerks Equipment Reserve Account (currently has \$4,972.58)

\$1,474.50 from the Treasurers Reserve Account (currently has \$7,516.88)

The money will be transferred to account 110-503 to be used to purchase these printers.

10-J Request from the City Manager for an executive session regarding real estate matter pursuant to 1 MRSA 405 6 C

10-K Request from the City Manager for an executive session regarding real estate matter pursuant to 1 MRSA 405 6 C

10-L Request from the City Manager for an executive session regarding a legal matter pursuant to 1 MRSA 405 6 E

10-M Signing of Council Orders

The Council will conduct a work session after Council Meeting is adjourned. Work sessions are informal discussions on one or more city topics. Work Sessions are usually not televised as no votes are taken and while the public is entitled to be present and observe, they are are not generally allowed to participate in the conversation. These meetings are an opportunity for Council members to collect additional information and exchange views, ideas and perspectives with one another. No legal actions are taken from work sessions.

That's about it for now. It appears that we have a lot of inconvenient weather ahead of us for the next week or so. We encourage you to stay tuned to weather forecasts and make your plans based upon extra safe considerations. A couple of degrees, a poor tire and blustery winds can make a common trip extremely hazardous. Let's not create any more emergencies for ourselves and those who risk themselves in coming to our aid.

When you do get out safely don't forget our local small businesses in fulfilling your needs. This is the slowest time of year for some of them but their employees still need the income to get through the winter.

Monday is also Martin Luther King Day and the City facilities will be closed. He was an extraordinary man who helped this country grow through a very difficult time. Today we still have a lot of growth to achieve but his contribution and his memory should always be honored and remembered. It is truly upon shoulders such as his, that the wings of mankind will float.

Stay warm, stay safe and enjoy your weekend.

**City of Belfast
Consent Agenda
Tuesday, January 16, 2018
Meeting #14**

The following items are proposed as our Consent Agenda. As in the past the items are voted on in one blanket motion to the affirmative. One Councilor makes a motion to approve the items as stated, and then another Councilor will second that motion and the whole Council votes. If a Councilor requests an item be removed from the consent agenda, they do so during the adoption of the agenda. If a member of the public requests that an item be removed from the consent agenda, they can do so in the open to the public section. Suggested motions are listed and supporting material is enclosed.

9) Permits, Petitions and Licenses - Consent Agenda

- A. Request to approve an application by Michael Casby d/b/a Trillium Events, INC located at 31 Pendleton Street, Belfast, Maine for a premise transfer of the Malt, Spirituous and Vinous Class I liquor license, to 62 Little River Drive Belfast, Maine.**

Motion to approve an application by Michael Casby d/b/a Trillium Events, INC located at 31 Pendleton Street, Belfast, Maine for a premise transfer of the Malt, Spirituous and Vinous Class I liquor license, to 62 Little River Drive Belfast, Maine.

- B. Request to approve an off premises catering permit for The Otis Group Inc. d/b/a Rollie's Bar & Grill for a Propeller Club meeting located at the Waldo County Shrine Club, 20 Northport Ave., Belfast, Maine on January 17, 2018 from 5:00 p.m. to 8:00 p.m.**

Motion to approve an off premises catering permit for The Otis Group Inc. d/b/a Rollie's Bar & Grill for a Propeller Club meeting located at the Waldo County Shrine Club, 20 Northport Ave., Belfast, Maine on January 17, 2018 from 5:00 p.m. to 8:00 p.m.

NAME	LOCATION	DESCRIPTION	MAP/LOT	2015 TAX LIEN	TOTAL DUE
HERRICK, CHRIS/GORDON	8 R W MACLEOD LANE	MOBILE HOME ONLY	004-064-004	\$286.46	\$547.29
GRANT, LUCILLE	19 BROOKE AVE	MOBILE HOME ONLY	007-015-010	\$245.14	\$245.14
HARVEY, SID	9 PIPER STREAM LANE	MOBILE HOME ONLY	001-015-010	\$226.41	\$502.94

10. B

10.C

Request by the Economic Development Director to have the City Council approve a tax increment financing credit enhancement agreement between the City of Belfast and Building 6 LLC and to authorize the City Manager to execute that agreement, and to have the Mayor and City Council sign a resolution to that effect.

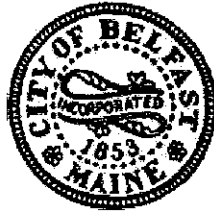
Building 6 LLC (a related entity of Front Street Shipyard) has requested from the City of Belfast a tax increment financing credit enhancement agreement, to help them be able to obtain bank financing to construct and outfit Building 6 at Front Street Shipyard, which is estimated to create an additional 40 permanent, year-round jobs. Credit enhancement agreements typically will return some or all of a private entity's new/incremental property taxes back to them; however, this agreement between the City of Belfast and Building 6 LLC would only return property tax revenues to Building 6 LLC (who would then return it to Androscoggin Bank) in the event of their default on their permanent financing from Androscoggin Bank. In this situation, the credit enhancement agreement is functioning essentially as a loan guarantee.

Only the property taxes that would be generated by Building 6 LLC's new non-land real property (i.e. Building 6) would be subject to the credit enhancement agreement. The property taxes that would be generated by Building 6 LLC's new land real property, and by its new personal property (unless it is subject to the Business Equipment Tax Exemption program or any other exemptions), would be kept in the City's Downtown Waterfront Omnibus Municipal Tax Increment Financing District, for management by the City of Belfast.

The term of this credit enhancement agreement is the five fiscal years following the fiscal year in which Building 6 LLC closes with Androscoggin Bank on permanent financing (i.e. a non-construction loan). During those five fiscal years, the maximum amount of revenue to be reimbursed to Building 6 LLC would decrease by \$80,000 per fiscal year, from \$400,000 in fiscal year 1, to \$320,000 in fiscal year 2, to \$240,000 in fiscal year 3, to \$160,000 in fiscal year 4, to \$80,000 in fiscal year 5, and then the agreement would terminate at the end of fiscal year 5.

Finally, if Building 6 LLC's debt service coverage ratio reaches 1.25 or above before the completion of the five fiscal years, the credit enhancement agreement will automatically terminate.

It should be noted, that if this credit enhancement agreement is approved, this would be the first one ever approved by the City of Belfast.



City of Belfast Resolution

WHEREAS, the City of Belfast (the "City") designated the *Downtown Waterfront Omnibus Tax Increment Financing District* (the "District") and adopted a Development Program (as amended, the "Development Program") for the District pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, originally effective on March 20, 2007; and

WHEREAS, the City amended the District and Development Program in 2013, approved in a letter from the Department of Economic and Community Development dated April 16, 2014; and

WHEREAS, the first amendment to the District incorporated the possibility that the City Council would enter into future credit enhancement agreements with developers or business owners who are undertaking projects in the District, so long as such credit enhancement agreements are approved by the Council following a public hearing and the City uses the City's Tax Increment Financing Policy as a guide; and

WHEREAS, there is a need to improve and broaden the tax base of the City of Belfast; and to improve the general economy of the City of Belfast and the surrounding region; and

WHEREAS, a Front Street Shipyard-related entity, Building 6 LLC, has proposed a credit enhancement agreement with the City and all the requirements of entering into a credit enhancement agreement pursuant to the Development Program have been met; and

ORDERED AS FOLLOWS:

Section 1. The City Council hereby finds and determines that:

a. The terms and conditions of the proposed Credit Enhancement Agreement are consistent with the goals and policy intentions of the District and Development Program.

b. Through the execution and implementation of the Credit Enhancement Agreement, the District and pursuit of the Development Program will make an even greater contribution to the economic growth and well being of the City of Belfast and the surrounding region, and will contribute to the betterment of the health, welfare and safety of the inhabitants of the City of Belfast, including a broadened and improved tax base and economic stimulus, and therefore constitutes a good and valid public purpose. The City has considered all evidence, if any,

presented to it with regard to any adverse economic effect on or detriment to any existing business and has found and determined that such adverse economic effect on or detriment to any existing business, if any, is outweighed by the contribution expected to be made through the Credit Enhancement Agreement.

c. The Credit Enhancement Agreement review and approval process followed the City of Belfast's Tax Increment Financing Policy.

Section 2. The City Manager, or his duly appointed representative, is hereby authorized, directed and empowered to execute a credit enhancement agreement with Building 6 LLC, or another appropriate Front Street Shipyard-related entity, in the form and substance that has been presented to the City Council making only necessary non-substantive changes (the "Credit Enhancement Agreement").

Dated: January 16, 2018

Mayor Samantha Paradis

Councilor Mary Mortier

Councilor Neal Harkness

Councilor Eric Sanders

Councilor Michael Hurley

Councilor John Arrison

CREDIT ENHANCEMENT AGREEMENT

between

THE CITY OF BELFAST, MAINE

and

BUILDING 6 LLC

DATE: _____, 2018

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EXHIBITS

Exhibit A Copy of Exhibit H from Development Program – District Map

Exhibit B Depiction of Company Property

THIS CREDIT ENHANCEMENT AGREEMENT dated as of _____, 2018, between the City of Belfast, a municipal corporation located in Belfast, County of Waldo and State of Maine, with offices at 131 Church St., Belfast, ME 04915 (hereinafter the "City"), and Building 6 LLC (the "Company"), a Maine company, with a registered agent address at _____, and a mailing address at _____.

WITNESSETH THAT

WHEREAS, on March 20, 2007, the City of Belfast's Downtown Waterfront Municipal Development and Tax Increment Financing ("TIF") District (as amended, the "District") was created and on April 16, 2014, the District's First Amendment (the "First Amendment") was approved, renaming the District to be "Downtown Waterfront Omnibus Municipal Tax Increment Financing District"; and

WHEREAS, A development program (as amended, the "Development Program") was adopted as part of the original approval of the District and the Development Program was amended in 2014 as part of the First Amendment; and

WHEREAS, within the Development Program, and as contemplated thereby, the City Council is authorized to enter into credit enhancement agreements if such credit enhancement agreements meet the requirements of the Development Program and the then-existing TIF Policy of the City; and

WHEREAS, the City and the Company desire and intend that this Credit Enhancement Agreement be and constitute such a credit enhancement agreement as contemplated by and described in the Development Program; and

WHEREAS, the City Council voted to approve this Credit Enhancement Agreement on _____, 2018; and

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.1. Definitions.

The terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise:

"Act" means chapter 206 of Title 30-A of the Maine Revised Statutes and regulations adopted thereunder, as amended from time to time.

"Agreement" shall mean this Credit Enhancement Agreement between the City and the Company dated as of the date set forth above, as such may be amended from time to time.

“Captured Assessed Value” means the amount, stated as a percentage, of the Increased Assessed Value that is retained in the District in each Tax Year during the term of the District, as specified in Section 2.2 hereof.

“City” shall have the meaning given such term in the first paragraph hereto.

“Commissioner” means the Commissioner of the Maine Department of Economic and Community Development.

“Company Property” means the real property excluding land value that is depicted as Building 6 (Proposed) in Exhibit B attached hereto, a portion of property contained within the following City Tax Maps as of the effective date of this Agreement: Map 011, Lot 136 and a small portion of Map 011, Lot 136A, and is included in the District in an approximate total area of 21,979 square feet.

“Current Assessed Value” means the then-current assessed value of taxable real property located in the Company Property as determined by the City Tax Assessor as of April 1 of each Tax Year during the term of this Agreement.

“Development Program” means the development program and financial plan for the District adopted by the City.

“Development Program Fund” means the development program fund described in the Financial Plan of the Development Program into which the Tax Increment Revenues are to be deposited, established and maintained pursuant to the Development Programs and Article II hereof.

“District” means the Downtown Waterfront Omnibus Municipal Tax Increment Financing District (197.50 acres), amended by the City in a First Amendment and approved by the Department of Economic and Community Development on April 16, 2014, a map of which is attached as Exhibit A, dated March 2013 and notes in the lower right corner of exhibit, “Corrected Map, Prepared by Belfast Code and Planning, February 7, 2014.”

“Effective Date of the Development Program” means the date of final approval of the Development Program by the Commissioner pursuant to the Act.

“Financial Plan” means the financial plan described in the “Financial Plan” Section of the Development Program.

“Fiscal Year” means July 1 to June 30 each year or such other fiscal year as the City may from time to time establish.

“Increased Assessed Value” means, for each Fiscal Year during the term of this Agreement, the amount by which the Current Assessed Value for such year exceeds the Original Assessed Value. If the Current Assessed Value is less than or equal to the Original Assessed Value in any given Tax Year, there is no Increased Assessed Value in that year.

“Original Assessed Value” means \$0 as of March 31, 2018 (April 1, 2017), the assessed value of the Company Property as of March 31, 2018 (April 1, 2017).

“Property Taxes” means any and all *ad valorem* property taxes levied, charged or assessed against real property located in the District by the City, or on its behalf.

“State” means the State of Maine.

“Tax Increment Revenues” means that portion of all real property taxes assessed and paid to the City in any Tax Year, in excess of any state, or special district tax, upon the Captured Assessed Value.

“Tax Payment Date” means the later of the date(s) on which property taxes levied by the City are due and payable from owners of property located within the City, or are actually paid to the City with respect to taxable property located within the District.

“Tax Year” shall have the meaning given such term in 30-A M.R.S.A. § 5222(18), as amended, to wit: April 1 to March 31.

Section 1.2. Interpretation and Construction.

In this Agreement, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this Agreement, refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before, the date of delivery of this Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) All approvals, consents and acceptances required to be given or made by any signatory hereto shall not be withheld unreasonably.

(f) All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.

(g) If any clause, provision or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof.

ARTICLE II

DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

Section 2.1. Creation of Development Program Fund.

The City hereby confirms the creation and establishment of a segregated fund in the name of the City designated as the "Development Program Fund" pursuant to, and in accordance with the terms and conditions of, the Development Program and 30-A M.R.S.A. § 5227(3). The Development Program Fund shall include a project cost account (the "Project Cost Account") within which the City shall maintain a subaccount for City project costs (the "City Project Cost Subaccount") and a subaccount for Company project costs (the "Company Project Cost Subaccount"). The Company Project Cost Subaccount is pledged to and charged with the payment of costs in the manner and priority provided in 30-A M.R.S.A. § 5227(3)(B) and as set forth in Section 3.1(b) below. The City shall not create any liens, encumbrances or other interests of any nature whatsoever, nor shall it hypothecate the Company Project Cost Subaccount or any funds therein, other than as provided in Sections 2.3 and 7.1 hereof.

Section 2.2. Captured Assessed Value; Deposits into Development Program Fund.

(a) Each year, from a date that begins with the City's first full fiscal year (July 1 – June 30) following the year in which: 1) the Company's interests herein have been assigned to Androscoggin Bank, pursuant to Section 7.1, below, and 2) the City has received written notice of when the loan by Androscoggin Bank to the Company relating to the Company Property entered or will enter into the term loan period following the conclusion of the construction period (such date constituting the "Term Loan Date") and running for five (5) full fiscal years (hereinafter "CEA Years"), unless earlier terminated pursuant to the terms of this Agreement, the City shall retain in the District one hundred percent (100%) of the Increased Assessed Value as Captured Assessed Value.

(b) For each of the CEA Years, the City shall deposit into the Company Project Cost Subaccount of the Development Program Fund contemporaneously with each payment of Property Taxes during the term of this Agreement an amount equal to one hundred percent (100%) of that portion of the property tax payment constituting Tax Increment Revenues.

(c) Notwithstanding anything else herein to the contrary, until the City receives the Demand Notice pursuant to Section 3.1(a) hereinbelow, during each of the five (5) CEA Years, the Company Project Cost Subaccount shall contain a maximum amount of Tax Increment Revenues according to the table below. If necessary in order to implement these maximum amounts, upon the start of the applicable CEA Year the City shall transfer any amounts over the applicable maximum amount from the Company Project Cost Subaccount to the City Project Cost Subaccount of the Development Program Fund for use by the City on municipal project costs identified in the Development Program; provided however, in the event a Demand Notice

has been received by the City but the corresponding payment has yet to be paid to the Company pursuant to Section 3.1, the funds being held in the Company Project Cost Subaccount on the date of the Demand Notice is received shall be deemed held in constructive trust for the benefit of the Company and no amounts shall be thereafter transferred to the City Project Cost Subaccount. Excluding any amounts held in constructive trust pending payment to the Company, no amounts over such maximum amounts shall be deposited into the Company Project Cost Subaccount for the applicable CEA Year.

CEA Year	Maximum Amount in Company Project Cost Subaccount
1	\$400,000
2	\$320,000
3	\$240,000
4	\$160,000
5	\$80,000

Section 2.3. Use of Monies in the Company Project Cost Subaccount of the Development Program Fund.

All monies in the Company Project Cost Subaccount of the Development Program Fund that are allocable to and/or deposited in the Company Project Cost Subaccount of the Development Program Fund shall in all cases be used and applied to fund fully the City's payment obligations to the Company, as described in Articles II and III hereof; however, transfers may be made under scenarios described in Section 2.2(c) hereof, and in the event that no funds are required to be paid under Article III before June 30 of the fifth (5th) CEA Year, then the City shall transfer such funds from the Company Project Cost Subaccount to the Development Program Fund for use by the City on municipal project costs identified in the Development Program.

Section 2.4. Monies Held in Segregated Account.

All monies required to be deposited with or paid into the Development Program Fund under the provisions hereof and the provisions of the Development Program shall be held by the City for the uses specified in the Development Program. Interest earnings thereon shall be retained by the City for the City's own use.

**ARTICLE III
PAYMENT OBLIGATIONS**

Section 3.1. Company Payments.

(a) The City agrees to make payments from the Company Project Cost Subaccount under the following conditions:

(i) An assignment of this Agreement has been granted by the Company pursuant to Section 7.1 hereof;

(ii) a default has occurred under a commercial loan by Androscoggin Bank to the Company relating to the Company Property and following the Term Loan Date; and

(iii) Androscoggin Bank has delivered written notice to the City of such default, that such assignment has not been terminated and making demand on the City for payment of monies from the Company Project Cost Subaccount pursuant to this Agreement (such written notice constitutes, the "Demand Notice").

(b) The City agrees to make payments of all amounts then properly on deposit in the Company Project Cost Subaccount, up to the stated "Maximum Amount in the Company Project Cost Subaccount" as of the date the Demand Notice is received by the City. Such payment shall be made within thirty (30) days of the date when the City receives the Demand Notice, provided all conditions identified above in Section 3.1(a) have been satisfied. In the event the monies in the Company Project Cost Subaccount on the date the City receives the Demand Notice are less than the "Maximum Amount in Company Project Cost Subaccount" set forth in Section 2.2(c) for that CEA Year, the City agrees to make subsequent payments of all amounts then properly on deposit in the Company Project Cost Subaccount within thirty (30) days following the Tax Payment Date until the total of all payments made by the City to the Company from the Company Project Cost Subaccount are equal to the amount stated as the "Maximum Amount in the Company Project Cost Subaccount" for the CEA Year in which the Demand Notice was received.

(c) Notwithstanding anything to the contrary contained herein, if, with respect to any Tax Payment Date, any portion of the property taxes assessed against real property located in the Company Property remain unpaid, because of a valuation dispute or otherwise, the City shall be under no obligation to make payments pursuant to this Article III with respect to such unpaid tax payment. In such a circumstance, the property taxes actually paid with respect to such Tax Payment Date shall be applied first to taxes due on account of Original Assessed Value and next to taxes due on account of the Development Program Fund for use by the City on municipal project costs identified in the Development Program.

Section 3.2. Failure to Make Payment.

In the event the City should fail to, or be unable to, make any of the payments at the time and in the amount required under the foregoing provisions of this Article III including in the event that the amount deposited into the Company Project Cost Subaccount is insufficient to reimburse the Company for the full amount due to the Company under this Agreement, the amount or installment so unpaid shall continue as a limited obligation of the City, under the terms and conditions hereinafter set forth, until the earlier of: 1) the aggregate amount paid to the Company is equal to the amount stated in Section 2.2(c) as the "Maximum Amount in Company Project Cost Subaccount" for the CEA Year in which the Demand Notice was received, pursuant to Section 3.1, or 2) June 30 of the fifth (5th) CEA Year, at which time this Agreement shall terminate provided any monies in the Company Project Cost Subaccount have been paid to the Company following receipt of a Demand Notice prior to June 30th of the fifth (5th) CEA Year.

Section 3.3. Limited Obligation.

The City's obligations of payment hereunder shall be limited obligations of the City payable solely from Tax Increment Revenues pledged therefor under this Agreement. The City's obligations hereunder shall not constitute a general debt or a general obligation or charge against or pledge of the faith and credit or taxing power of the City, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from that portion of Tax Increment Revenues payable to the Company hereunder, whether or not actually deposited into the Company Project Cost Subaccount in the Development Program Fund. This Agreement shall not directly, indirectly or contingently obligate the City, the State of Maine, or any other City or political subdivision to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment, excepting the pledge of the Tax Increment Revenues established under this Agreement.

**ARTICLE IV
FURTHER INSTRUMENTS AND BOOKS AND RECORDS**

Section 4.1. Further Instruments.

The City shall, upon the reasonable request of the Company, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such instruments or actions shall pledge the credit of the City; and provided further that the cost of executing and delivering such further instruments (including the reasonable and related costs of counsel to the City with respect thereto) shall be borne exclusively by the Company.

Section 4.2. Access to Books and Records.

(a) All non-confidential books, records and documents in the possession of the City relating to the District, the Development Program, this Agreement and the monies, revenues and receipts on deposit or required to be deposited into Development Program Fund shall at all reasonable times and upon reasonable notice be open to inspection by the Company, its agents and employees.

(b) All non-confidential books, records, lease agreements and documents in the possession of the Company relating to the District, the Development Program, this Agreement and the monies, revenues and receipts used from the Development Program Fund shall at all reasonable times and upon reasonable notice be open to inspection by the City, its agents and employees. In addition, inspections of the Company Property as well as any appraisals related to Company property shall be made possible by the Company upon the reasonable request of the City for the purpose of assisting the City in the process of creating a Current Assessed Value.

ARTICLE V DEFAULTS AND REMEDIES

Section 5.1. Events of Default.

Each of the following events shall constitute and be referred to in this Agreement as an "Event of Default":

- (a) Any failure by the City to make payments due when the same shall become due and payable;
- (b) Any failure by the City to make deposits into the Company Project Cost Subaccount as and when due;
- (c) Any failure by the City or the Company to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the City or the Company to be observed or performed, which failure is not cured within thirty (30) days following written notice thereof;
- (d) If a decree or order of a court or agency or supervisory authority having jurisdiction in the premises of the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings, or for the winding up or liquidation of the Company's affairs shall have been entered against the Company or the Company shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the Company or relating to all or substantially all of its property, including without limitation the filing of a voluntary petition in bankruptcy by the Company or the failure by the Company to have an involuntary petition in bankruptcy dismissed within a period of ninety (90) consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the Company;
- (f) If any written representation or warranty given to the City by the Company is knowingly incorrect or incomplete in any material respect, other than statements made about or in agreements with the City that were later changed by mutual consent; and
- (g) If the Company fails to maintain adequate surety bonding during construction at the levels and terms as may be required from time to time by the Company's secured lenders and/or the Company allows mechanics' liens to encumber the Company Property for a period of more than thirty (30) days.

Section 5.2. Remedies on Default.

Whenever any Event of Default described in Section 5.1 hereof shall have occurred and be continuing, the nondefaulting party, following the expiration of any applicable cure period, shall have all rights and remedies available to it at law or in equity, including the rights and remedies available to a secured party under the laws of the State of Maine, and may take

whatever action as may be necessary or desirable to collect the amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements or covenants of the nondefaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder. Further, the non-defaulting party may elect to terminate this Agreement upon 30 days' written notice to the defaulting party.

Section 5.3. Remedies Cumulative.

No remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Events of Default to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the right to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the parties hereto with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Events of Default be continued or repeated.

**ARTICLE VI
EFFECTIVE DATE, TERM AND TERMINATION**

Section 6.1. Effective Date and Term.

(a) From the date of execution and delivery of this Agreement, the Agreement shall remain in full force and effect until the completion of the CEA Years as herein defined, or sooner upon the payment of all amounts due hereunder, unless even sooner terminated pursuant to any applicable provision of this Agreement.

(b) The Company shall report to the City by the end of July each year during the term of this Agreement whether the debt service coverage ratio calculated on an annual basis as part of the annual review of risk ratings with Androscoggin Bank has reached 1.25 or higher. Notwithstanding anything herein to the contrary, this Agreement shall automatically terminate and have no further force and effect under if the Company's debt service coverage ratio reaches 1.25 or higher.

Section 6.2. Cancellation and Expiration of Term.

At the acceleration, termination or other expiration of this Agreement in accordance with the provisions of this Agreement, the City and the Company shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement.

**ARTICLE VII
ASSIGNMENT AND PLEDGE OF THE COMPANY'S INTEREST**

Section 7.1. Pledge and/or Assignment.

The City hereby acknowledges that the Company intends to pledge, assign and grant a security interest in its right, title and interest in, to and under this Agreement as collateral for financing by Androscoggin Bank to the Company for the Project. Recognizing this, the City does hereby consent and agree to the pledge and assignment of and the grant of a security interest in all the Company's right, title and interest in, to and under this Agreement and in, and to the payments to be made to the Company hereunder, to Androscoggin Bank as collateral or security for indebtedness or otherwise, on one or more occasions during the term hereof. The City agrees upon request to execute and deliver any assignments, pledge agreements, consents, account control agreements or other confirmations required by Androscoggin Bank, including without limitation recognition of Androscoggin Bank as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder and any and all such other documentation as shall confirm to Androscoggin Bank the position of assignee, pledgee and/or secured party and the irrevocable and binding nature of this Agreement, and provide to Androscoggin Bank such rights and/or remedies as Androscoggin Bank may reasonably deem necessary for establishing, perfection and protection of its interest herein. The Company shall be responsible for the City's necessary and reasonable costs of counsel with respect to any such pledge or assignment. The term "Androscoggin Bank", as used in this Agreement refers to Androscoggin Savings Bank, and its legal successors and assigns.

Section 7.2. Transfer

Except as specified in Section 7.1 hereof, the Company shall not transfer or assign any portion of its rights in, to and under this Agreement without the prior written consent of the City Council.

**ARTICLE VIII
MISCELLANEOUS**

Section 8.1. Successors.

In the event of the dissolution, merger or consolidation of the City or the Company, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred. Notwithstanding this Subsection 8.1, unless the City affirmatively approves of such action, the City shall have the unilateral right to terminate this Agreement upon the dissolution, merger or consolidation of the Company, and if it exercises such right shall not be obligated to comply with this Agreement thereafter.

Section 8.2. Parties-in-Interest.

Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City and the Company any right, remedy or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the City and the Company.

Section 8.3. Severability.

In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 8.4. No Personal Liability of Officials of the City.

(a) No covenant, stipulation, obligation or agreement of the City contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the City in his or her individual capacity, and neither the Board of Selectmen nor any official, officer, employee or agent of the City shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

(b) No covenant, stipulation, obligation or agreement of the Company contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future officer, agent, servant or employee of the Company in his or her individual capacity, and no official, officer, employee or agent of the Company shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.5. Counterparts.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

Section 8.6. Governing Law.

The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

Section 8.7. Amendments.

This Agreement may be amended only with the concurring written consent of both of the parties hereto.

Section 8.8. Integration.

This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the City and the Company relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

Section 8.9. Dispute Resolution.

In the event of a dispute regarding this Agreement or the transactions contemplated by it, the parties hereto will use all reasonable efforts to resolve the dispute on an amicable basis. If the dispute is not resolved on that basis within sixty (60) days after one party first brings the dispute to the attention of the other party, then either party may refer the dispute for resolution by one arbitrator mutually agreed to by the parties, and judgment on the award rendered by the arbitrator may be entered in any Maine state court having jurisdiction. Any such arbitration will take place in Belfast, Maine or such other location as mutually agreed by the parties. The parties acknowledge that arbitration shall be the sole mechanism for dispute resolution under this Agreement. Provided however, that in the event the parties are unable to agree, within a reasonable period, on the selection of an arbitrator, either party may file suit to resolve the dispute in any court having jurisdiction within the State of Maine. This arbitration clause shall not bar the City's assessment or collection of property taxes in accordance with law, including by judicial proceedings, including tax lien thereof.

Section 8.10. Notices.

All notices, certificates, requests, requisitions or other communications by the City or the Company pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, addressed as follows:

If to the City:

City Manager
City of Belfast
131 Church Street
Belfast, Maine 04915

With a copy to:

Shana Cook Mueller, Esq.
Bernstein Shur
100 Middle Street
P.O. Box 9729
Portland, Maine 04104-5029

If to the Company:

Building 6 LLC

Either of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

IN WITNESS WHEREOF, the City and the Company have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

WITNESS:

CITY OF BELFAST

By: _____
Name: Joseph J. Slocum
Its City Manager As Authorized by the City Council
on _____, 2018

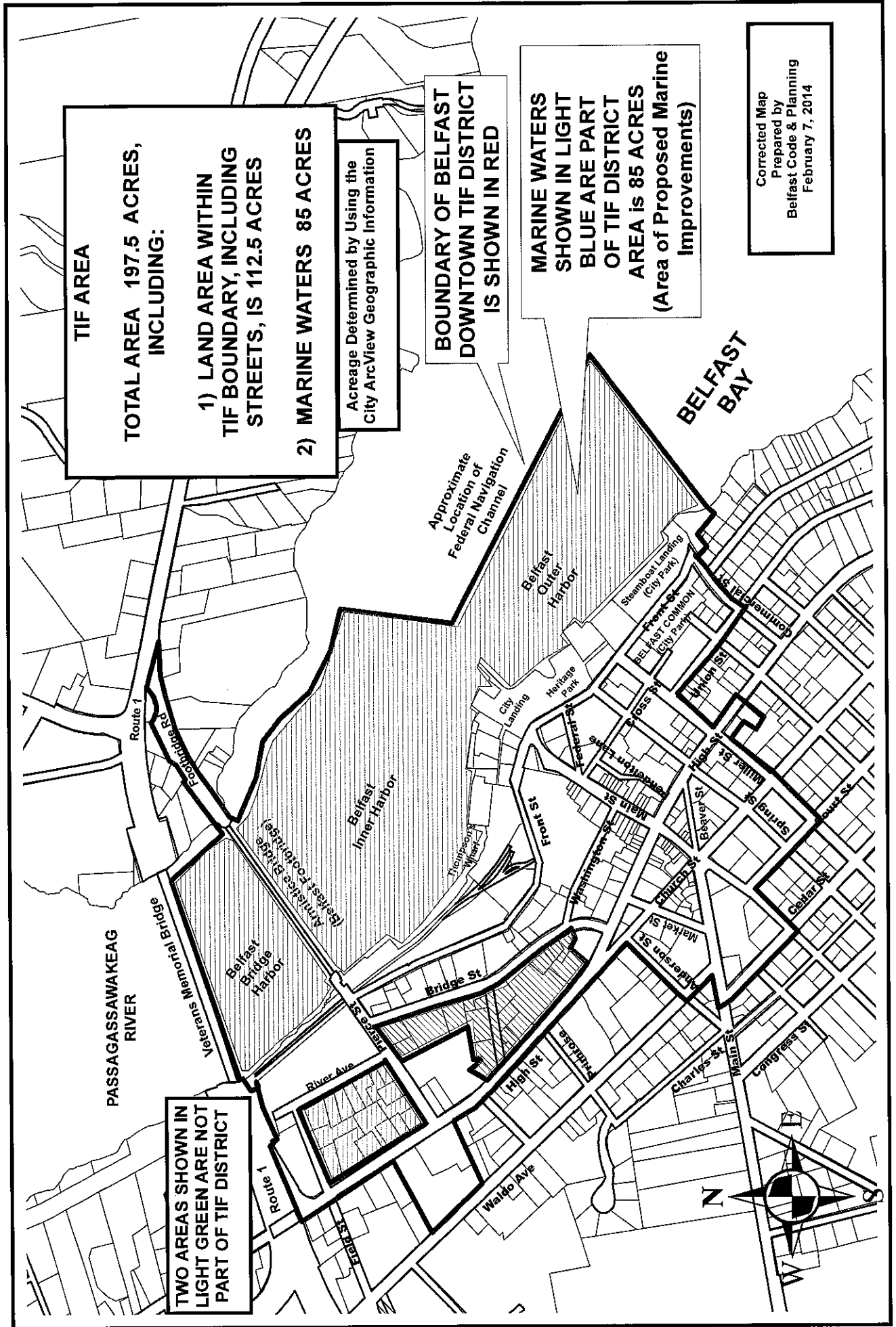
WITNESS:

Building 6 LLC

By: _____
Name:

Exhibit A: Map of District

AMENDED (CORRECTED) DOWNTOWN WATERFRONT TIF BOUNDARIES MARCH 2013



TIF AREA

TOTAL AREA 197.5 ACRES, INCLUDING:

- 1) LAND AREA WITHIN TIF BOUNDARY, INCLUDING STREETS, IS 112.5 ACRES**
- 2) MARINE WATERS 85 ACRES**

Acreage Determined by Using the City ArcView Geographic Information

BOUNDARY OF BELFAST DOWNTOWN TIF DISTRICT IS SHOWN IN RED

MARINE WATERS SHOWN IN LIGHT BLUE ARE PART OF TIF DISTRICT AREA IS 85 ACRES (Area of Proposed Marine Improvements)

Corrected Map Prepared by Belfast Code & Planning February 7, 2014

TWO AREAS SHOWN IN LIGHT GREEN ARE NOT PART OF TIF DISTRICT

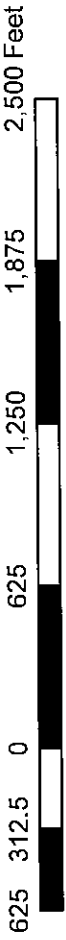


Exhibit B: Depiction of Company Property

10.D

Request by the Economic Development Director to take \$81.25 out of the City's Downtown Waterfront Omnibus Municipal Tax Increment Financing District account (730-638) and \$81.25 out of the City's Northport Avenue Omnibus Municipal Tax Increment Financing District account (730-691) to be used to pay for attorney's fees.

During 2017, the City of Belfast has periodically consulted with its attorney for the City's tax increment financing districts, incurring a total of \$162.50 in fees. As the services for which the City of Belfast was charged related to both of the City's tax increment financing districts, the Economic Development Director suggests that these fees be paid out equally from the City's Downtown Waterfront Omnibus Municipal Tax Increment Financing District account (730-638) and the City's Northport Avenue Omnibus Municipal Tax Increment Financing account (730-691). Attorney's fees such as these are eligible to be paid from proceeds generated by a tax increment financing district.

10.F

**City of
Belfast**

Manda Cushman <managersasst@cityofbelfast.org>

Confirmation new Full Time Officer

1 message

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

Wed, Jan 10, 2018 at 4:58 PM

Manda,

On the January 16th, City Council meeting I would like to ask the City Council to confirm Robert ("Bobby") P. Richard. Robert is a 2004 graduate of Malden Catholic School, in Malden MA. He has since attended collage at both Suffolk University in Boston MA and Bunker Hill Community College in Boston he continues to work on his Bachelor's Degree in Criminal Justice and Business. In 2007 Robert joined the US Coast Guard and served with them for 6 years before discharging in 2012. In 2013 Robert joined the Medford Police Department and served as a full time Patrol Officer from 2013 to 2016. Since then Robert has been working in the construction industry and frequently visiting family in the mid coast area here in Maine. Robert has had an interest in both continuing his career in Law Enforcement and moving to our area, when he noticed our advertisement for an opening at the Belfast Police Department for a full time police officer he jumped at the opportunity. Robert did very well in his interview, he endured an extensive background investigation which required him to travel from his home in Medford MA here to Belfast on multiple occasions. He completed his background investigation and all the requirements in order to become certified as a Police Officer in the State of Maine. I'm confident Robert's training as a full time officer in Medford MA will be accepted here in Maine which will relieve him from being required to attend the 18 week Academy at the Maine Criminal Justice Academy. Robert has impressed me with his friendly demeanor and community oriented philosophy on police work. Robert and his girlfriend are eager to get their feet under them as new residents of Belfast, and have secured a place to live pending his confirmation here tonight. I look forward to watching Robert and his family become a positive part of our community should he be confirmed here tonight.

Chief Michael J. McFadden III

Belfast Police Department

112 Church Street

Belfast, Maine 04915

Office: (207) 338-5255

FAX: (207) 338-0258

Dial 911 for all Emergencies

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

Disaster Warming Center - A Local Daytime Shelter

MISSION

- A. Should Waldo County experience a region-wide, long-term power outage during the winter months, there may be a need to provide disaster relief to the County residents. Without power, many residents will not have access to drinking water, cooked food, warmth, functioning bathrooms and showers and lighting. They may not have access to information such as the status of the storm; repairs to the power grid; what services and assistance are being provided; available overnight sheltering; and general news of the event happenings.
- B. Each municipal government should investigate establishing a "Warming Center" for their residents. Two or more municipalities may consider collaborating on a single facility that would serve all towns in the collaborative effort. The program would be overseen by the Local Emergency Management Director (EMD).
- C. Should overnight sleeping and feeding assistance be needed, the County Emergency Management Agency will work with the American Red Cross to establish an "Emergency Shelter". The municipalities will not have to worry about overnight accommodations for those residents who need it.

CONCEPT OF OPERATIONS

- A. Should the county/community experience a region-wide power outage, the Municipal and County Emergency Management Directors will coordinate situational information. Coordination with Central Maine Power (CMP) or EmeraMaine should be made to determine the estimated length of time for power restoration. Coordination with the National Weather Service (NWS) should be made to gain a localized weather forecast. If it appears that power may be out for more than a day and the weather is near to or below freezing, then consideration should be made to establish a municipal Warming Center. The Local EMD will coordinate with the Board of Selectmen/Councilors or City/Town Manager in order to gain approval to activate the Warming Center.
- B. Once activated by the Local EMD, the Warming Center volunteers should be notified and a work schedule developed. The Warming Center must be staffed at all times while it is open. By having the Local EMD activate the volunteers, the volunteers are covered by the State for Worker's Compensation and Liability under Title 37B, Chapter 13. All the volunteers should be brought together and briefed on the hours of operation, the services to be provided, and any communication, utility and facility related issues.
- C. Warming Centers will not be providing any medical assistance, mental health assistance, financial assistance, general assistance, or social services. The warming centers do not provide sheltering for pets.

D. Preparedness Activities

1. Locate an appropriate facility. It should have the following:
 - i. ADA Handicap accessible
 - ii. Bathroom Toilets (showers are optional)
 - iii. Drinking Water (could be bottled if necessary)
 - iv. Lighting (non-electric if necessary)
 - v. Heat (non-electric if necessary)
 - vi. Electrical Backup Generator (if needed for water, lighting and heat)
 - vii. Tables and Chairs
 - viii. Telephone
 - ix. Agreement with the Facility Owner, if it is not a municipal building
2. Locate and recruit volunteers or a volunteer organization (such as a church group, Masons, etc) to staff the Warming Center.
3. Provide initial Warming Center Operations Training to those pre-identified volunteers.
4. Acquire a first aid kit for the Warming Center.
5. Advertise to the Town residents that the town has a Warming Center, what it is, what it does, when it would be open and how they can find out when it is open.

E. Operational Activities

1. Develop a work schedule for the volunteers. Have the volunteers sign in and out on the work schedule. These hours can be counted as soft match towards public assistance grants from FEMA, should the disaster receive a presidential declaration.
2. Assign a Warming Center Manager and Deputy Manager from the volunteers.
3. Issue a radio to the Warming Center so they can communicate with the Town EOC.
4. Place a large sign board out by the road to let residents know that this facility is now a Warming Center and that it is open. Post your open hours and the Warming Center phone number if there is room on the message board.
5. Set up a Sign-In Desk. Have all visitors sign in and sign out. This is so you can keep an accurate track of who was there and when.
6. One or more volunteers should be used to provide hot food, coffee, tea, cold drinks and snacks. Many organizations in the area are very experienced in public suppers and this could be treated in that same light. Consider advertising around town that there will be a free public supper at the Warming Center. This will be a good opportunity to brief your residents on what is happening and what they can be doing.
7. Have games and/or other entertainment for visitors. This can include card games, board games, books, coloring books, crayons and an AM/FM radio.
8. Set up an Information Board inside the Warming Center. The Town can post news bulletins, news reports, and storm information. Residents could post offers of supplies and services or their need for assistance (such as snow plowing, fire wood or animal care).
9. Track all of the Warming Center's expenditures and copies of all receipts.
10. Periodically update the County EOC (338-3870) of the status of your Warming Center.

F. Demobilization Activities

1. Ensure the receipts, bills and invoices, plus the list of expenditures are turned over to the Local EMD.
2. Provide the volunteer sign in sheets and the visitor sign in sheets to the Local EMD.
3. Clean up the Warming Center.
4. Account for all equipment, materials and supplies used.

Belfast Area Warming Center

The Waldo County Emergency Management Agency, Belfast City officials, Belfast Transition and local residents have spearheaded the establishment of an afternoon Warming Center at Troy Howard Middle School. The Warming Center will be open to serve Belfast area residents should long term power outages occur during the winter months. To realize this service, we are looking for volunteer teams to host the center during open hours.

Why:

The effort to establish a Warming Center is based on the recognition that without power in freezing weather residents may not have access to drinking water, cooked food, warmth, functioning bathrooms and showers and lighting. They may not have access to information such as the status of the storm; repairs to the power grid; what services and assistance are being provided; available overnight sheltering; and general news of the event happenings.

What:

RSU 71 and the City of Belfast have signed a contract to have the Warming Center located at the Troy Howard Middle School in Belfast where auxiliary generator, gathering space, bathrooms and kitchen facilities will be made available for Warming Center use.

The Center will be officially open between 2pm and 6pm on days deemed by our Emergency Management personnel. During that time residents will be welcome to visit for warmth, comfort, information, electronics charging, and to share a community meal.

How:

Volunteer power will manage the Center during its hours of operation. Help includes assisting the cook and serving a meal, welcoming everyone with warmth of spirit, participating in music and games, homework help, clean-up, communicating and providing information related to the disaster services and needs on a community bulletin board.

Background:

During the winter storm and power outage of 2013, close to 100 volunteers came together at our Belfast Area High School to cook a breakfast for those restoring power to our region. It is this incredible community spirit we're depending on to make a Warming Center a reality in Belfast.

BE PART OF THE TEAM:

Come to the Troy Howard Middle School on Monday, Nov. 30 at 6pm for an informational meeting or call Susan (603-372-2074) or Ridgely (508-333-6230) for more information. You can also find us on Facebook – Belfast Area Emergency Warming Center.

**WARMING CENTER SUPPORT AGREEMENT BETWEEN
RSU 71 and the City of Belfast**

A. PURPOSE:

The undersigned Officers hereby agree to provide emergency management aid and assistance in accordance with Maine Title 37-B M.R.S.A § 784. This support agreement will be for the use of a facility to be used as a daytime warming center for local residents during an emergency situation.

B. FACILITY AND CONTACT INFORMATION

Facility Name: Troy Howard Middle School

Facility Street Address: 173 Lincolnville Avenue, Belfast, ME 04915

Facility Owner: Regional School Unit #71

Facility Coordinator: Jim Wilkens

24 hour contact number(s): 207-877-1528

E-mail Address: jwilkens@rsu71.org

C. MUNICIPALITY: City of Belfast

Municipal Point of Contact: Jim Richards

24 hour contact number(s): 911/338-2040

E-mail Address: firechief@cityofbelfast.org

D. USE OF FACILITY: Upon request and if feasible, the Owner will permit the Municipality to use the Facility on a temporary basis as a daytime emergency public warming center.

E. CENTER MANAGEMENT: The Municipality will have primary responsibility for the operation of the warming center and will designate a municipal official, the Center Manager, to manage the Warming Center activities. The Owner will designate a Facility Coordinator to coordinate with the Warming Center Manager regarding the use of the Facility by the Municipality.

F. CONDITION OF FACILITY: The Facility Coordinator and Warming Center Manager will jointly conduct a pre-occupancy survey of the Facility before it is turned over to the Municipality. They will record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment that the Municipality should not use while using the Facility. The Municipality will exercise reasonable care while using the Facility as a warming center and will make no modifications to the Facility without the express written approval of the Owner.

G. FOOD SERVICES: Upon request by the Municipality, and if such resources exist and are available, the Owner will make the food service resources of the Facility, including cooking materials and equipment, available to feed the Center occupants. The Facility will provide a School Cook to oversee all feeding operations in the Facility. The City will utilize warming center volunteers to manage the feeding of the warming center attendees. One of the warming center volunteers will be designated the Feeding Manager to coordinate the provision of meals at the direction of and in cooperation with the Center Manager. The Feeding Manager will establish a feeding schedule, determine food service inventory and needs, and supervise meal planning and preparation. The Feeding Manager and Facility Coordinator will jointly conduct a pre-occupancy inventory of the food and food service supplies in the Facility before it is turned over to the Municipality.

H. CUSTODIAL SERVICES: Upon request by the Municipality and if such resources exist and are available, the Owner will make its custodial resources, including supplies and custodial workers, available to provide cleaning and sanitation services at the Center. The Facility Coordinator will designate a Facility Custodian to coordinate the provision of cleaning and sanitation services at the direction of and in cooperation with the Warming Center Manager.

I. SIGNAGE AND PUBLICITY: The Municipality may post signs identifying the Warming Center as a Municipal Warming Center in locations approved by the Facility Coordinator and will remove such signs when the Center is closed. The Owner will not issue press releases or other publicity concerning the Warming Center without the express written consent of the City Emergency Manager. The Owner will refer all media questions about the Warming Center to the City Emergency Manager.

J. CLOSING THE CENTER: The Municipality will notify the Owner or Facility Coordinator of the closing date for the Warming Center. Before the Municipality vacates the Facility, the Warming Center Manager and Facility Coordinator will jointly conduct a post-occupancy survey to record any damage or conditions. The Warming Center Manager and Facility Coordinator will conduct a post-occupancy inventory of the food and supplies used during the Warming Center operation.

K. REIMBURSEMENT: The Municipality will reimburse the Owner for the following:

a. Damage to the Facility, reasonable wear and tear, resulting from the operations of the Municipal warming Center. Reimbursement for facility damage will be based on replacement at actual cash value.

b. Reasonable costs associated with custodial and food service personnel which would not have been incurred but for the Municipality's use of the Facility as a Warming Center. The Municipality will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.

c. Reasonable, actual, out-of-pocket operational costs, including the costs of the utilities (heating, electricity, waste disposal), to the extent that such costs would not have been incurred but for the Municipality's use of the Premise.

d. The Facility Owner will submit any request for reimbursement to the Municipality within 60 days after the Warming Center closes. Any request for reimbursement for food, supplies or operational costs must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked at the Center.

L. INSURANCE: The Municipality shall carry insurance for General Liability and Worker's Compensation. The Municipal Emergency Management Director will be used to designate emergency volunteers per Maine Title 37-B M.R.S.A § 784-A.

M. INDEMNIFICATION: The Municipality shall defend, hold harmless, and indemnify the Owner against any legal liability; including reasonable attorney fees, in respect to bodily injury, death and property damage arising from the negligence of the Municipality during the use of the Facility.

N. DURATION: This Agreement shall remain in effect for a period of five (5) years from the date of signing, at which time said Agreement may be renewed.

O. VALIDATION: Should any portion or section of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion or section; and the remaining portions of this Agreement shall remain in full force and effect without regard to the section or portion or power invalidated.

P. SUPPORT AGREEMENT SIGNATURES

Each party to this agreement agrees to adhere to any applicable laws and regulations.

No provision of this Agreement may be modified, altered, or rescinded without the approval of the undersigned.

Paul D. Krumm
RSU 71 Facility Owner

10/1/15
Date

[Signature]
Municipal Official

10-6-15
Date

Memo

To: Joseph Slocum, City Manager

From: Theresa Butler, Treasurer
Amy Flood, City Clerk

cc: Mayor & Council

Date: January 11, 2018

Re: Printer Replacement

The Finance Office/Clerk's office would like to request authorization to purchase two new printers with monies from the finance & clerks capital reserve accounts. The total costs to replace these would be \$1,867.00.

One printer will be to replace the treasurer's printer. Currently this printer has parts and labor costs to repair that would be close to the cost of replacing the printer, if not more.

The second printer is to be shared in the clerk's office. This printer is not repairable and parts are almost impossible to find due to the age of the printer.

Thank you