

**City of Belfast
Council Chambers-Belfast City Hall
Tuesday, October 1, 2013**

**Public Hearing #1
7:00 p.m.**

In accordance with Title 28A Section 653 MRSA 1964 a public hearing will be held on Tuesday, October 1, 2013 at 7:00 p.m. or as soon as possible thereafter in the Council Chambers of Belfast City Hall to hear an application by The Crusty Crab LLC d/b/a Front Street Pub, located 37B Front Street, Belfast, Maine for a renewal Malt, Spirituous and Vinous Restaurant Class liquor license, interior and exterior fenced in deck.

Public Hearing #2

Pursuant to the Special Amusement Ordinance of the City of Belfast and the provision of Title 28-A Section 1054 MRSA, a public hearing will be held in the Council Chambers of Belfast City Hall on Tuesday, October 1, 2013 at 7:00 p.m. or as soon as possible thereafter, on an application for a renewal Special Amusement Permit by The Crusty Crab LLC, d/b/a Front Street Pub, for live entertainment, music, vocals – Karaoke, DJ and dancing located at 37B Front Street, Belfast, interior and exterior deck.

Public Hearing #3

In accordance with Title 28A Section 653 MRSA 1964 a public hearing will be held on Tuesday, October 1, 2013 at 7:00 p.m. or as soon as possible thereafter in the Council Chambers of Belfast City Hall to hear an application by Randall Collins VFW Post 3108, located 34 Field Street, Belfast, Maine for a renewal Malt, Spirituous and Vinous Restaurant Class liquor license, interior and exterior decks.

Public Hearing #4

Pursuant to the Special Amusement Ordinance of the City of Belfast and the provision of Title 28-A Section 1054 MRSA, a public hearing will be held in the Council Chambers of Belfast City Hall on Tuesday, October 1, 2013 at 7:00 p.m. or as soon as possible thereafter, on an application for a renewal Special Amusement Permit by Randall Collins VFW Post 3108, located at 34 Field Street, Belfast, for live music, vocals, karaoke, DJ, dancing and all live entertainment (interior/exterior).

**Regular Council Meeting No. 7
Immediately following the Public Hearing**

1) Call to order

2) Roll call: Mayor Walter Ash, Jr.; Councilors Mary Mortier, Roger Lee, Eric Sanders, Michael Hurley and Nancy Hamilton, City Manager Joseph Slocum, and Admin. Assistant Manda Cushman.

3) Pledge of Allegiance

4) Adoption of the agenda

5) Acceptance of the minutes

Regular Council Meeting of September 17, 2013.

6) Open to the public

Please state your name and town you are from when addressing the City Council.

7) Communications

8) Old Business and Council Committee Reports

9) Permits, Petitions and Licenses - Consent Agenda

- A. Request to approve application by The Crusty Crab LLC d/b/a Front Street Pub, located 37B Front Street, Belfast, Maine for a renewal Malt, Spirituous and Vinous Restaurant Class liquor license, interior and exterior fenced in deck.
- B. Request to approve application for a renewal Special Amusement Permit by The Crusty Crab LLC, d/b/a Front Street Pub, for live entertainment, music, vocals – Karaoke, DJ and dancing located at 37B Front Street, Belfast, interior and exterior deck.
- C. Request to approve application by Randall Collins VFW Post 3108 located 34 Field Street, Belfast, Maine for a renewal Malt, Spirituous and Vinous Restaurant Class liquor license, interior and exterior decks.
- D. Request to application for a renewal Special Amusement Permit by Randall Collins VFW Post 3108, located at 34 Field Street, Belfast, for live music, vocals, karaoke, DJ, dancing and all live entertainment (interior/exterior).
- E. Request to approve application to use Belfast Common Park, Steamboat Landing and Belfast Boathouse (already reserved) for the 2014 Celtic Celebration on July 18, 19 and 20.
- F. Request to approve application by the Arts in the Park Committee of the Friends of Belfast Parks to use Heritage Park for the 2014 Arts in the Park, July 12 and 13.
- G. Request to appoint Manda Cushman as Administrative Assistant to the City Manager effective on September 10, 2013.

10) Business

- A) Request to approve a letter of intent to apply for a Small Harbor Improvement Grant to rebuild Thompson's Warf.
- B) Request to transfer up to \$1500 from the Harbor Fuel accounts to pay for a new roof over the fuel storage tank.
- C) Request to enter into an agreement with Brooks Preservation Society to purchase property rights associated with development of the Rail Trail.
- D) Consideration of a 25 year lease agreement with a Brooks Preservation Society for the City owed rail line from the City Point Road to the Waldo County line.
- E) Request to formally adopt a statement of reasons why the City Council believes that Belfast citizens have once again voted to pursue withdrawal from RSU #20.
- F) Update on the Harbor Walk.
- G) Request of the Public Works Director to accept bids for a new heavy duty truck and to award the bid to the lowest bidder.
- H) Request of the Public Works Director to accept bids for a new dump body/plow gear and to award the bid to the lowest bidder.
- I) Request to rescind approval to transfer the Maskers property to the Belfast development Corporation.

J) Request to modify Council authorization for the fire Chief to waive the bidding requirements and buy an ambulance and a used Fire Rescue Truck.

K) Update on local Low Power FM radio availability.

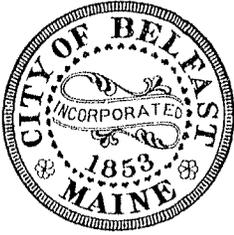
L) Request of the City Manager to go into Executive Session pursuant to 1 MRSA 405 (6) C to discuss the condition or use of real property and to discuss an economic development matter.

11) Open to the Public

Please state your name and town you are from when addressing the City Council.

12) Communications

13) Adjourn



CITY OF BELFAST

131 Church Street
Belfast, Maine 04915

Joseph J. Slocum
City Manager

E-mail: jslocum@cityofbelfast.org

Tel: (207) 338-3370 ext. 10

Fax: (207) 338-2419

MANAGER'S REPORT
Belfast City Council Meeting
Tuesday, October 1, 2013
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 27, 2013

Agenda Items:

10-A Request to approve a letter of intent to apply for a Small Harbor Improvement Grant to rebuild Thompson's Wharf.

Harbormaster Katherine Pickering, with support from the Harbor Committee seeks to apply for a Small Harbor Improvement Grant to rebuild Thompson's Wharf. She has a memo in your packet along with information from Thomas Kittredge.

These are State grant funds set aside specifically to help sustain smaller Harbors in Maine. We have anticipated needed repairs at Thompsons Wharf for several years. At this point we are required to send in a letter of intent by October 4, 2013 or we will not be able to formally apply for the grant. The project will cost about \$185,000 and our 50% match should come from the Thompsons Wharf Reserve first and the balance from the Harbor Fuel Account. The Harbormaster is also asking to spend up to \$10,000 now from the Thompsons Wharf Reserve to update design and do permitting work for the project. This project needs to be done regardless of the grant.

10-B Request to transfer up to \$1500 from the Harbor Fuel accounts to pay for a new roof over the fuel storage tank.

The City sells fuel to the boating community. All income and expense from this operation is invested in a Harbor Fuel Account. This account grows slowly based upon accumulated profits

over time. There is about \$100,000 in it today. We use this money to maintain fuel infrastructure. The roof over the tank needs replacement and we of a quote less than \$1,500 to get the work done. We need Council approval to spend these funds for this purpose.

10-C Request to enter into an agreement with Brooks Preservation Society to purchase property rights associated with development of the Rail Trail.

This item has been on the agenda multiple times while we have been making arrangements to have the property surveyed so that we can document our mutual agreements with Brooks Preservation Society (BPS).

In general (BPS) is going to purchase the City Point rail property.

The City of Belfast will purchase from Brooks the rights to develop a parking lot, construct bathrooms, secure ingress and egress rights to City Point Road, secure access to potable water sources and electricity on the property and potentially the ability to develop a septic field that could one day accommodate sinks, flush toilets, etc. The associated cost for securing these rights and developing these facilities is to be paid from a private fundraising campaign being coordinated by Coastal Mountain Land Trust pursuant to an agreement of understanding previously approved by the Council. The cost of these easements and other property rights will be \$35,000 on the closing and an additional payment each year of \$5,000 for the next 15 years.

Brooks Preservation will also stock and daily clean and maintain the bathroom facilities during the seasons where they are open. Brooks will further develop the Rail Road Museum and continue to offer recreational and other train service from City Point out to the main rail lines.

Since 2010 when the City purchased this rail corridor, we have been on an unwavering effort to develop this trail for the community. The agreement with Brooks Preservation Society is a crucial piece of that development and will get the City a permanent presence at that end of the trail, provide service and amenity to those a walk or drive there, while maintaining Rail presence in Belfast. It will also foster two highly beneficial public/private partnerships that will help to get the trail built, offer enhanced Historical and Cultural rail understanding and education, provide actual rail access and long term maintenance for the remaining 1.4 miles of City owned Rail corridor. We will continue to pursue a connection between the Harbor Walk and this Rail Trail which I conclude is inevitable.

10-D Consideration of a 25 year lease agreement with a Brooks Preservation Society for the City owed rail line from the City Point Road to the Waldo County line.

The City owns the corridor (some places as much as 100 feet wide) and the rail line that lies within in it. This covers a section of the rail line where we do not currently intend to develop into a trail at this time. We are leasing the rail line, not the entire corridor, to Brooks Preservation Society who in turn agrees to maintain and keep up the line during the period of this lease. The City will retain all other rights in the corridor, including the continuing right of access as long as it does not impede Brooks use of the actual line. This is our third lease with Brooks and they each have benefited the City as expected. Brooks' purchase of the City Point property in conjunction with this long term lease will enable them to make a long-term financial commitment to keep this corridor open in good shape.

10-E Request to formally adopt a statement of reasons why the City Council believes that Belfast citizens have once again voted to pursue withdrawal from RSU #20.

The well-dressed voters signed a petition seeking to have an election opportunity for Belfast citizens to decide whether or not they wanted to pursue withdrawal from RSU #20. This is the second citizen petition in the second vote of the citizenry to support the withdrawal process.

The Council has supported pursuing this process and has directed the City Manager to pursue the identification of consultants who could come forward and provide independent advice to the City Council as to what would be in its best interest in looking at future options. Law requires the Council attempt to identify the reasons why the City wants to pursue withdrawal. Attached in your packet is a letter I sent to the State which identifies the reasons you approved on the first withdrawal election and minor updates to reflect the realities of new union agreements and increase cost to City in school taxes. We should have a second formal approval of this statement in our file and I ask you to approve it.

When we hear back on the State we will proceed to identify withdrawal committee.

10-F Update on the Harbor Walk.

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

10-G Request of the Public Works Director to accept bids for a new truck and to award the bid to the lowest bidder.

I am writing this before the bids come in. I will not be here when they do or when these packages get out to you on Friday. Your packet will include copies of the bids and a letter of

recommendation from Public Works Director Bob Richards on the awarded bid. We ask Council to accept the bids and award the bid to the successful bidder.

10- H Request of the Public Works Director to accept bids for a new dump body/plow gear and to award the bid to the lowest bidder.

I am writing this before the bids come in. I will not be here when they do or when these packages get out to you on Friday. Your packet will include copies of the bids and a letter of recommendation from Public Works Director Bob Richards on the awarded bid. We ask Council to accept the bids and award the bid to the successful bidder.

10-I Request to rescind approval to transfer the maskers property to the Belfast development Corporation.

A month ago we asked to Council to transfer title to the City owned property, formerly leased by the Belfast Maskers, to a City formed Belfast Development Corporation. We did this in order to secure access to Federal funds to help pay for the assessment of environmental concerns on the property, as well as pursue other Federal grants for remediation monies to clean up the property if needed.

We did all this because the Federal government was uncomfortable letting the City use the grant funds we received on City owned property.

We just found out that there has been a change in the wind at the Federal level and they now advise that we do not have to temporarily transfer the property out of our name in order to be eligible to have these funds.

Since we cannot apply directly we ask that you rescind the prior approval to transfer title and authorize the Economic Development Director to pursue the funding for the environmental audit.

10- J Request to modify Council authorization for the fire Chief to waive the bidding requirements and buy an ambulance and a used Fire Rescue Truck.

Last meeting the Council authorized the Fire Chief to waive the bidding requirements and purchase a used Fire Rescue Vehicle for \$45,000. The Fire Chief negotiated further and got the price down to \$39,000.

I note that the Department had to drive 1,000 miles to get this equipment and it will take about \$1,000 for new signage on the vehicle. Believe it or not our Fire Department left here to pick up

this equipment in Pennsylvania at 4am and returned at 1 am the next day. You won't find that trip on my bucket list.

We ask that the Council alter the prior approval to reflect that the Fire Chief may spend up to \$42,000 to purchase the Fire Rescue Vehicle and also pay out of those funds the gas and travel expense and re-signage expense associated with picking up and preparing this vehicle for service. All funds are to come from the Fire Vehicle Reserve Account.

The Council also authorized the purchase of a new ambulance for \$89,000 that was built from a new truck and a reconditioned body. The cost of a completely new vehicle of similar quality was in the range of \$150,000 to \$180,000.

It turns out the cost of this is \$89,500. We ask that you amend the prior approval to allow the Fire Chief to spend up to \$92,500 to purchase this vehicle and to pay for both travel expenses to pick it up and to re-sign it and get into Belfast service. The Fire Chief is pressing the seller to meet us halfway on delivery. All funds for this are to come from the Ambulance Reserve Account.

10- K Update on local Low Power FM radio availability.

Update from Admin. Assistant Manda Cushman on Low Power FM radio availability and the application process.

10-L Request of the City Manager to go into Executive Session pursuant to 1 MRSA 405 (6) C to discuss the condition or use of real property and to discuss an economic development matter.

That is it for now. We will ask for direction on Committee appointments at the meeting.

It's Autumn- a wonderful and important time of year for Maine and Belfast economy. That means lots of visitors, lots of school spirit and lots of activity. Look out for one another in all the excitement and fun; help the visitors feel welcome and if you are thinking about holidays, weddings, gifts or just a great meal- don't forget local. Have a safe and enjoyable weekend.

**City of Belfast
Consent Agenda
Tuesday, October 1, 2013
Meeting #7**

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 application by The Crusty Crab LLC d/b/a Front Street Pub, located 37B Front Street, Belfast, Maine for a renewal Malt, Spirituous and Vinous Restaurant Class liquor license, interior and exterior fenced in deck.

Motion to approve application by The Crusty Crab LLC d/b/a Front Street Pub, located 37B Front Street, Belfast, Maine for a renewal Malt, Spirituous and Vinous Restaurant Class liquor license, interior and exterior fenced in deck.

B. Request to approve application for a renewal Special Amusement Permit by The Crusty Crab LLC, d/b/a Front Street Pub, for live entertainment, music, vocals – Karaoke, DJ and dancing located at 37B Front Street, Belfast, interior and exterior deck.

Motion to approve application for a renewal Special Amusement Permit by The Crusty Crab LLC, d/b/a Front Street Pub, for live entertainment, music, vocals – Karaoke, DJ and dancing located at 37B Front Street, Belfast, interior and exterior deck.

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

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

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

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

E. Request to approve application to use Belfast Common Park, Steamboat Landing and Belfast Boathouse (already reserved) for the 2014 Celtic Celebration on July 18, 19 and 20.

Motion to approve application to use Belfast Common Park, Steamboat Landing and Belfast Boathouse (already reserved) for the 2014 Celtic Celebration on July 18, 19 and 20.

F. Request to approve application by the Arts in the Park Committee of the Friends of Belfast Parks to use Heritage Park for the 2014 Arts in the Park, July 12 and 13.

Motion to approve application by the Arts in the Park Committee of the Friends of Belfast Parks to use Heritage Park for the 2014 Arts in the Park, July 12 and 13.

G. Request to appoint Manda Cushman as Administrative Assistant to the City Manager effective on September 10, 2013.

Motion to approve request to appoint Manda Cushman as Administrative Assistant to the City Manager effective on September 10, 2013.

September 25, 2013

Memo to: Mayor Walter Ash, City Council, City Manager Joseph Slocum
From: Katherine Pickering, Harbor Master

Council Agenda Oct. 1, 2013

Request to apply for SHIP grant to rebuild Thompson's Wharf

Rebuilding Thompson's Wharf has been near or at the top of Harbor's Capital Improvement Plan for a few years now, and this past month the Harbor Committee began discussions on moving ahead with this project. The condition of this facility, now 17 years old, is quickly deteriorating, and it is necessary to do something within this coming year, if the facility is to be used at all.

By coincidence, notification of a SHIP grant round was sent just a few days prior to this Harbor Committee meeting. Rebuilding Thompson's Wharf qualifies as a project under the grant conditions as it is a City owned facility used for public and commercial vessels. This round of SHIP grant funding is for projects that will be ready to go in 2014 only. The schedule to apply for these funds is fairly quick, with a Letter of Intent required by Oct. 4th, 2013, with completed project application and designs to be submitted by Dec. 13, 2013. Funding awards will be selected by January 30th, 2014. Match requirements are 50% of the total project cost.

The Harbor Committee discussed, voted, and approved applying for SHIP grant funds to help rebuild Thompson's Wharf, 4 – 1.

Because we hope this can be a spring project, as waiting until the fall may be more complicated with weather and moving boats, getting the design work, permitting, etc. started as soon as possible is recommended. The initial projected project cost, from various designs and estimates obtained this past year, is around \$185,000.00. This includes replacing all floats and pilings, and utilities – water and electrical, but reusing the existing pier and ramp.

We would like to request from the Council:

- To apply to ME DOT for SHIP grant funding to rebuild Thompson's Wharf
- To tentatively approve \$95,000 (the 50% match requirement based on initial project estimate) to come from the Thompson's Wharf account and Harbor Fuel accounts: current balances \$69,800 and \$100,000 respectively
- To appropriate \$10,000 from the Thompson's Wharf account to start design and permitting work as soon as possible.

Thank you

10/1/13 AGENDA TOPIC 10-A

From: Thomas Kittredge, Economic Development Director

To: Mayor Walter Ash, Members of the City Council, and City Manager Joseph Slocum

Re: Request to submit a letter of intent to the Small Harbor Improvement Program, to authorize \$10,000 to fund related predevelopment costs, and to authorize \$95,000 in local matching funds for the application

Staff is recommending applying to the Maine Department of Transportation's Small Harbor Improvement Plan to secure funds to help pay for the rebuilding and expansion of Thompson's Wharf. Thompson's Wharf was built in 1996, turned over to the City in 1999, and has primarily been used for charter vessels and summer and winter rentals. The facility, now 17 years old, is showing its age. While the pier itself and aluminum ramp are in pretty good shape, the floats are deteriorating rapidly and most of the hardware securing them is corroding, and the steel pilings are also corroding near the mud line. If not for being located such a protected area, the Harbor Master would not recommend having vessels on this facility.

The project would include the replacement of all existing floats and pilings, the upgrade of all existing utilities, and the extension of the wharf and provision of additional dockage. The project takes into account the need to use the space available in the best manner (extending out), leaving room inside for maneuvering, providing dinghy tie-up space, providing charter vessel/public use space, and providing dockage for small as well as large vessels.

\$10,000 in funds are being requested at this time to be able to prepare the design and the bid specs, so that the City would have all that work done prior to the announcement of grant awards on January 30th, 2014, and have a reasonable chance of being able to complete all piling work by April 9th, 2014.

Both the \$10,000 and the \$95,000 could come from one or more of the following accounts: the Thompson's Wharf account; the ENK fund; and the Harbor's gas/diesel accounts. Currently, these accounts have a combined approximate total of \$249,000.

10-B

Dog Island Builders
Eric Levangie
255 Lincolnville Ave.
Belfast, ME 04915
(207) 338-3366

June 4, 2013

Re: Removal of old roof and reroof

Belfast Harbor Master
Main St
Belfast, Maine 04915

Job scope:

Remove existing roof material (asphalt roofing) , drip edge and rotted trim on south end. Reroof with architectural asphalt roofing, aluminum drip edge and replace rotted trim on south side with pre-primed pine. No paint included.

Remove existing asphalt shingles, drip edge and rotted trim on south side. Dispose of debris	\$300.00
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Replace trim on south side with pre-primed pine and apply new 8" aluminum drip edge Apply architectural shingles to shed roof and small roof below.	\$300.00
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Material cost (roofing ,trim ,drip edge)	\$439.00
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Total cost of project	\$1039.00
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Note* Total amount due upon presentation of invoice.

10-C

**MEMORANDUM OF AGREEMENT
CITY-BPS**

WHEREAS, the **City of Belfast** (“City”), a municipal corporation, located in Waldo County, Maine and the **Brooks Preservation Society** (“BPS”), a non-profit corporation, with a principal place of business in Brooks, Maine, wish to enter into an agreement relating to the establishment of distinct legal rights and responsibilities regarding a certain piece of real property located at City Point, Belfast, Maine and depicted on Tax Map 008, Lots 28, 28-A and currently owned by Malcolm Page, said property more particularly described in Book 1236, Page 98 and Book 1432 Page 304 of the Waldo County Registry of Deeds; and

WHEREAS, within the context of the establishment of the legal rights and responsibilities, the parties hereto have the following three distinct and important purposes:

1. To bring to fruition the City’s goal of developing a recreational trail along a portion of a railroad corridor located in the City, as was purchased by the City in 2010.
2. To support the efforts of the BPS to own property within the City along the rail corridor, which will facilitate continued active rail operation within the City and promote the purposes of the BPS.
3. To preserve for the future the potential ability of rail freight and/or rail passenger service within the City and perpetuate the possibility of re-establishing both of these services within the City by utilizing Federal rail banking procedures; and

WHEREAS, the City will rely upon legal rights and responsibilities to be described in a certain Purchase and Sale Agreement by and between the BPS and Malcolm Page, a draft of which has been available for review by the City; and

WHEREAS, the City is partnering with Coastal Mountains Land Trust pursuant to a certain Memorandum of Agreement so as to develop the Rail Trail, fund the City’s obligations as described herein on the real property described herein and so as to provide for public accommodations for parking, restrooms and related amenities, access and utilities to serve those using the Rail Trail.

NOW THEREFORE, the parties hereby agree and covenant as follows, to wit:

1. The City shall pay BPS Thirty-Seven Thousand Four Hundred Dollars (\$37,400.00) on the date of closing during which BPS takes title to the property of Malcolm Page as described above.
2. The City shall pay BPS Five Thousand Dollars (\$5,000) annually for a period of fifteen (15) years with the first payment due and payable one month after the BPS/Page closing, and every 12 months thereafter for fourteen (14) more years.
3. BPS shall grant to the City a perpetual and exclusive easement for the real property depicted and described in Exhibit A for electricity, parking, access, restrooms, subsurface wastewater

system, access to a future installed well and other related incidental uses to said uses/infrastructure, which said uses/infrastructure may be amended from time to time, at the sole discretion of the City, within the easement areas, consistent with supporting the public's access and use to the Rail Trail, so as to provide public accommodations for access and use of the Rail Trail. In addition to the parking the easement areas described in Exhibit A and depicted on Exhibit B attached hereto, BPS shall also provide perpetual rights for the City and the public at large for 5 additional parking spaces, which need not be exclusive to the City and the public for use to access the rail trail, and therefore may be shared with BPS and its customers, on a daily first come first used basis. Notwithstanding any provisions in this Memorandum to the contrary, there is shared use as set forth in paragraph 19 of this Memorandum, and the infrastructure shall be installed primarily in accordance with survey by Good Deeds Inc. dated Sept 10, 2013 unless BPS and the City mutually agree otherwise.

4. BPS shall grant to the City a perpetual and exclusive easement so as to construct bathroom facilities and related infrastructure thereto, in the City's sole discretion if it so chooses, including underground water systems and a subsurface wastewater disposal system in the "Proposed Septic Area" as depicted on a Boundary Sketch for real property proposed to be conveyed by Malcolm Page as prepared by Good Deeds, Inc, dated September 10, 2013, a copy of which is attached hereto as Exhibit B. The city may, in its sole discretion, install a pumpable tank to serve the bathroom facilities. The City may install portable toilets until such time as permanent bathroom facilities may be installed but in any event if portable toilets are to be used they shall not remain on the easement area for a period of more than 24 months and shall be screened from public view by stockade fence or other similar aesthetically pleasing fencing unless by mutual agreement with BPS. The City may elect to install a subsurface wastewater system, composting toilets, or toilets without a subsurface wastewater system, in its sole discretion. BPS shall also grant to the City a permanent easement to use a well to be constructed on BPS retained land, so as to supply water to any bathroom facilities the City decides to construct the same, including an easement for power and water lines from the well to any such bathroom facilities the City constructs, provided the well location does not unreasonably block or interfere with BPS present or planned infrastructure - both BPS and the City will act in good faith to determine a reasonable and mutually agreeable location if a well is needed. See further provisions herein this Memorandum as to well installation. The Easement for power from BPS to the city shall also provide underground power to supply the bathroom facilities. The easement for water service shall include the use of water for drinking by the public. BPS shall work with the City to identify reasonable locations for all water, power and septic lines including a potential pump, and there shall be due consideration of BPS anticipated uses of the property as disclosed to the City.

5. The City will have the right, but not the obligation, through perpetual easements, to construct the parking lot and bathroom amenities on the property described and depicted on the survey of Malcolm Page as prepared by Good Deeds, Inc, dated September 10, 2013, including the written description of such areas to be completed by time of closing. The City shall have exclusive use, control and possession of the exclusive easement areas depicted, provided that BPS shall enjoy the shared use referenced herein this Agreement. The City shall construct said facilities such that the exterior design shall be consistent with existing structures on the premises.

6. BPS shall grant an easement to the City to provide shared access over the driveway/access area depicted and described on survey of Malcolm Page as prepared by Good Deeds, Inc, dated September 10, 2013 as "Ingress & Egress Easement To City", including a twenty (20') foot wide strip of land adjoining the Ingress & Access Easement Area and the easement area. Notwithstanding the foregoing to the contrary, BPS may relocate the southerly driveway entrance of the "Ingress and Egress Easement to City at its expense to accommodate BPS use of the property as a whole; provided, however, a similar horseshoe type entrance/driveway shall be installed of sufficient size to allow buses to maneuver through the property for drop off/pick up of passengers

7. When BPS purchases the above described real property from Malcolm Page, BPS shall cause Malcolm Page to accept a mortgage that permits BPS to execute all necessary deeds to convey the easements described herein, to the City; provided however, said easements shall be subject to foreclosure should Malcolm Page foreclose on the premises for breach of mortgage covenants running from BPS to Malcolm Page. The terms of any promissory note, mortgage and security agreement by and between Malcolm Page and BPS shall require that Malcolm Page shall provide a 30 day written notice of any default of BPS to the City Manager of the City of Belfast, and said terms shall provide that the City of Belfast shall have 30 days from the receipt of written notice to cure said default and thereafter assume all rights and obligations of the BPS in the real property under the related promissory note, mortgage and/or security agreement, by paying off the promissory note in full. BPS shall have the same rights to concurrently cure any default before the City may exercise such right. The mortgage and/or security agreement shall provide that upon cure of any and all BPS breaches by the City and payment in full of the mortgage debt obligations, Malcolm Page shall execute a release deed to the City of all right title and interest of Malcolm Page as described in the mortgage deed and/security agreement by and between BPS and Malcolm Page. Upon written notice from the City of Belfast to BPS and Malcolm Page, within said 30 day notice period, the City will tender performance of payment of 100% of the remaining principal, accrued interest and any penalties relating to the promissory note and mortgage signed by BPS, and BPS shall immediately execute a Release Deed to the City of Belfast for all right title and interest in and to the Malcolm Page property at time of payment of such amounts to Malcolm Page, including all betterments and improvements thereon. BPS shall cause City of Belfast to be named as a third party beneficiary in the mortgage deed from BPS to Malcolm Page with regards to the provisions in this paragraph 7 for the purpose of enforcement of the terms and conditions of this subparagraph.

8. On the date that the easement areas described and depicted on the survey of Malcolm Page as prepared by Good Deeds, Inc, dated September 10, 2013 are conveyed to the City, BPS shall have obtained all right, title and interest in and to the real property without any liens, encumbrance or other defect in title excluding the Page mortgage which is permitted, as determined in the sole discretion of the City Attorney of the City.

CONDITIONS PRECEDENT FOR THE CITY

The City's obligation to perform pursuant to the terms, conditions and its obligations as described herein are conditioned upon the following paragraphs 9 through 14:

9. City must enter into an agreement satisfactory to the City with Coastal Mountains Land Trust relating to a fund-raising campaign to be conducted by Coastal Mountains Land Trust in direct support of the Rail Trail and the improvements that the City intends to make on the real property described and depicted on the survey of Malcolm Page as prepared by Good Deeds, Inc, dated September 10, 2013 and the future well infrastructure referenced in this Memorandum.

10. City must obtain approval for its intended development plan of the Rail Trail under a program of rail banking, as generally provided by 49 USC 1152.50 et seq from any and all Federal and State authorities, including but not limited to the Surface Transportation Board. Said approvals must be satisfactory to the City in its sole discretion. By signing below, BPS acknowledges that it is the intent of the City to remove all rail and replace it with a trail for the City's existing rail line running from the northerly point of the Penobscot McCrum real property adjacent to Route 1 to the Oak Hill Road, in a location adjacent to the Malcolm Page property; provided however, sufficient rail will be left so as to maintain the ability of BPS to bring rail passenger service along existing lines onto the Malcolm Page property from the north and crossing the Oak Hill Road in the location of existing rail lines adjacent to the Malcolm Page property. As clarification of the above, useable rail shall be left in place as well as may be repaired, maintained and replaced at least between Valuation Station ____ and Belfast/Waldo Town boundary line. Said rail service from the Malcolm Page property to the Waldo/Belfast town line shall be the subject of a separate lease agreement to be negotiated separately and independently from this agreement by BPS and the City. In the event that the City has paid sums described in paragraphs 1 and 2 to or on behalf of BPS, and the City fails to obtain approval of the Rail Trail as described in this subparagraph 10, BPS shall reimburse the City for such sums based on a schedule as reasonably determined by the parties; said request for reimbursement may be made solely in the discretion of the City. In the event that the City elects, in its sole discretion, to seek reimbursement of funds due to the failure to obtain said Rail Trail approvals, the City shall release all right, title and interest in and to the easement areas described herein to BPS, and after repayment in full by BPS, the terms and obligations of the parties as described herein shall terminate.

11. City must review and be satisfied that the final, binding Purchase and Sale Agreement by and between Malcolm Page and BPS does not conflict with the terms and conditions described herein.

12. BPS must provide sufficient information such that the City, individually and in consultation with others as it deems appropriate, may reasonably determine that BPS has the financial capacity to purchase the Malcolm Page property, and demonstrate the resources and a satisfactory business plan so as to maintain the site as a railroad museum and seasonal tourist excursion train depot, including development of presently planned and intended improvements on site by BPS.

13. The City must have the opportunity to obtain a title insurance policy for the easement areas and the rights that will be secured as described and depicted on the survey of Malcolm Page as prepared by Good Deeds, Inc, dated September 10, 2013, including any relocation of the Ingress and Egress area as referenced in paragraph 6 herein.

14. Upon execution of this Agreement, BPS shall immediately provide access to the Malcolm Page property so that the City may survey the property and design its intended improvements, evaluate the potential septic system placement and appropriateness of the site for the well location, underground piping and power, to the extent permitted by its Purchase and Sale Contract. This Agreement is conditioned upon the determination by the City in its sole discretion that the Malcolm Page property is appropriate for and will meet the needs of the City as described in this Agreement.

CONDITION PRECEDENT FOR BPS

15. Execution of a Purchase and Sale Agreement by and between BPS and Malcolm Page to the sole satisfaction of BPS.

16. Availability of a title insurance policy for the real property of Malcolm Page, free and clear of all liens and encumbrances.

MUTUAL OBLIGATIONS OF THE PARTIES WHICH SHALL SURVIVE THE CLOSING

The following terms and conditions by and between the parties hereto shall be binding obligations of the parties which shall survive the closing and do hereby bind and obligate the parties as follows:

17. Upon completion of construction of the bathroom facilities and all related infrastructure, the facilities shall be cleaned on a daily basis during seasonal use by BPS. For the purpose of defining the cleaning obligations of BPS, the beginning and end dates for seasonal use shall be Memorial Day inclusive until the end of Columbus Day weekend unless BPS and the City mutually agree otherwise; provided however, the City shall have the right to use such bathroom facilities at any other time of year regardless of the inclusive dates of the BPS cleaning obligations. BPS shall bear the entire cost of cleaning and maintenance of the restrooms and related infrastructure, including but not limited to daily cleaning and provision of all paper products, cleaning supplies and labor. Maintenance by BPS shall include such incidental interior and exterior painting as is necessary to remove peeling and chipped paint, as well as the repair regarding any vandalism to the premises. Maintenance that BPS shall conduct at its own expense includes such exterior repairs as roof maintenance, repair and/or replacement of roofing material, repair and maintenance of siding, windows, doors and trim. In the event that BPS fails to clean and maintain the property in a good and workmanlike manner, and in a clean and safe manner, the City shall have the right, at any time, to provide the proper cleaning and maintenance and then may charge BPS for the reasonable cost of those services. Any such bill shall be paid by BPS within 30 days of presentation. Prior to the City taking over any cleaning and maintenance as well as having the ability to charge BPS for any costs of such services, BPS shall be given written notice of any perceived problems and given forty-eight hours from receipt of said written notice to correct/cure such problems. Notwithstanding the above to the contrary, if the bathroom facilities are substantially destroyed or damaged by fire, vandalism or other casualty,

BPS shall not have a duty to rebuild such facilities; such responsibility to rebuild shall lie with the City.

18. Reserved.

19. The patrons of BPS shall have the right to use the restrooms at all times during which they are open from Memorial Day through the end of Columbus day weekend. Without limiting the right of the City to access the bathroom facilities at any time, BPS shall have the obligation to maintain the security of the facilities by way of locking any buildings and/or infrastructure on a daily basis during the period of its cleaning obligations from Memorial Day through the end of Columbus Day weekend.

20. BPS shall construct a well on the Malcolm Page property being purchased at a location that is determined by agreement of the City and BPS, and BPS shall install the well at its sole expense. The underground conduit for electricity for the well pump and bathroom facilities and piping of water to the bathroom facilities that may be constructed by the City shall be installed at the shared expense by BPS and the City on a 50/50 pro rata basis by and between the City and BPS (piping and electricity conduit only-well construction shall be installed at the sole cost of BPS). Ongoing expenses for electricity and the well and maintenance of the underground piping and electric lines shall be shared on a 50/50 pro-rata basis between BPS and the City. The well and underground piping and electricity shall be constructed and installed at such time as the City has constructed the bathroom facilities, and said facilities are ready for water and electricity to be activated so that they may be used by the public. Said underground water and electricity piping and conduits that serve the bathroom facilities shall terminate at a location determined by the City in the event that the bathroom facilities have not been constructed before BPS is ready to install the well and conduit. The City shall have access to the well, piping and electricity pursuant to the easement that will be reflected in a future survey sketch and easement deed, said location to be determined through mutual agreement of the City and BPS.

21. BPS shall be responsible for its own risk of loss and liability. The City shall be responsible for its own risk of loss and liability. To the extent such insurance coverages are reasonably available and affordable, BPS hereby agrees and covenants that at all times it shall maintain property and casualty insurance for buildings and improvements located on the premises that it owns and controls and it shall maintain liability insurance in an amount not less than \$400,000 or such amount as may be the maximum amount of liability that the City may have under the Maine Tort Claims Act (presently \$400,000), as the statute may be amended from time to time. Each party shall name the other as an additional insured on their respective liability policies for the first \$400,000 of coverage.

22. BPS shall be responsible for any and all real and/or personal property taxes for its real and personal property, consistent with Maine law. Nothing herein is intended to relieve BPS from its obligations to pay real and/or personal property taxes to the extent that BPS is not exempt from such taxation, pursuant to Maine law.

23. BPS shall cause a provision to be included in the mortgage that it conveys from it to Malcolm Page which provides that should BPS be in default of any mortgage covenant or any

covenant under a promissory note related thereto, then any notice of default shall be provided by Malcolm Page, or his heirs, assigns and/or successors in interest, to the City which provides an opportunity for the City to cure said default within thirty (30) days of receipt of the notice. BPS shall be given the same concurrent rights to cure before the City may do so. In the event that the City does cure such default, BPS shall be responsible to reimburse the City within thirty (30) days for all expenses incurred by the City, including legal, accounting and administrative time related to said review and cure of the default.

24. In the event of an uncured default by BPS of its note and mortgage with Malcolm Page, BPS shall execute an assignment of all its right title and interest in and to the Page property to the City such that, in the event that BPS at any time defaults, and fails to cure in a timely manner, on its obligations under the mortgage and related promissory note to Malcolm Page, the City at that time shall have the option to “stand in the shoes” of BPS and perform any and all outstanding obligations to Malcolm Page his heirs, successors and/or assigns, and make any outstanding note payments either up front as a single lump sum as described in the promissory note from BPS to Malcolm Page. BPS shall cause Malcolm Page to execute a Release Deed of all right, title and interest in and to the premises on the date the City cures all breaches of BPS and complete payoff. BPS shall not convey, transfer or encumber, either voluntarily or involuntarily, the premises it purchases from Malcolm Page by or with any easement, deed, mortgage, lien, Order or any other instrument that affects, alienates or diminishes its or the City’s right title and interest in and to the premises, or any portion thereof; provided, however, this restraint on alienation and encumbrances in this paragraph 24 will terminate at such time as the promissory note and related obligations to Malcolm Page or his heirs, assigns or successors in interest shall be fully and finally satisfied by BPS.

25. In the event that BPS becomes insolvent, it shall notify the City immediately. For the purposes of this paragraph, insolvent means that BPS is not able to meet all of its financial obligations on a monthly basis for a period of three (3) consecutive months. Said notice shall be in writing and directed to the City Manager and shall be hand delivered and sent certified mail.

26. BPS shall immediately notify the City in the event that it is aware that it is unable to meet its mortgage payments or any other obligations to Malcolm Page in advance of said payment/obligation should such anticipated default be known by BPS; and, in any event, BPS shall notify the City immediately in the event that it fails to make any payment or perform any other obligation under the promissory note and mortgage on the date and time as required in said instruments. Said notice shall be in writing and directed to the City Manager and shall be hand delivered and sent certified mail.

27. Each party shall cooperate with the other with regard to any and all permitting requests that either party seeks from any permitting authority regarding the construction or improvement of betterments, buildings, infrastructure and fixtures on the respective real property regarding their respective real property rights as described herein; provided, however, BPS recognizes and accepts that nothing herein obligates or constrains the City, the City Planning Board, or the Code Enforcement Officer from executing their responsibilities in due course without any contractual obligation created hereby to treat BPS any differently from the public at large for any and all uses or permits that it may seek from the City.

28. The City shall maintain casualty insurance in an amount to cover replacement value of bathroom facilities and betterments it installs, and shall maintain general liability insurance consistent with the amount of maximum liability of the City as determined by the Maine Tort Claims Act, as amended from time to time (presently \$400,000).

29. After purchase of the property by BPS from Malcolm Page, BPS shall take no action, nor fail to act, such that any lien or encumbrance is filed against the interests of the City as described herein. If any encumbrance is filed, BPS shall immediately inform the City and remove such lien or encumbrance with 30 days. If said lien or encumbrance is not removed within 30 days, the City may take any and all necessary actions to remove said lien, including Court action, and BPS shall pay to the City all costs, legal fees and administrative expenses to remove said lien or encumbrance on an ongoing basis as such costs fees and expenses are incurred by the City.

30. So long as the mortgage remains with Malcolm Page, BPS shall modify its By-Laws at or prior to the closing at which time it purchases the property from Malcolm Page, such that the City shall be the beneficiary and recipient of all right title and interest BPS receives from Malcolm Page, including all improvements and betterments made by BPS from time to time, should BPS or any successor non-profit entity dissolve, go bankrupt or cease to legally or practically function to maintain and care for said property to the extent permitted by law. The amendment to the BPS By-Laws shall be satisfactory to the City. Once BPS pays in full the Malcolm Page mortgage referenced in this Memorandum, the restrictions in this paragraph 30 no longer apply, and BPS may transfer said property in accordance with Maine law thereafter. These restrictions do not prevent BPS from leasing or allowing use by others at any time.

31. The terms, conditions, rights and obligations described herein shall inure to the benefit and burden of each Party's assigns and successors in interest.

DISPUTE RESOLUTION

32. The parties shall each pay their own attorneys' fees, respectively in the event of a dispute. In the even that a BPS is involved in a law suit filed in Court with a Third Party relating to the real property that is the subject of this Agreement, and the City is a necessary or permissive party, this paragraph shall not apply.

33. Each party to this Agreement has been represented by separate counsel or each party has had the full and fair opportunity to obtain separate counsel and review of the terms and conditions of this Agreement.

INTEGRATION

34. This is an integrated Agreement. There are no other agreements, covenants, promises, warranties or any other understandings between the parties, unless expressly described and contained herein.

Dated:

BROOKS PRESERVATION SOCIETY

Witness

Joey Feero, President of Brooks
Preservation Society, duly authorized

CITY OF BELFAST

Witness

Joseph J. Slocum, City Manager

INDENTURE OF LEASE

Agreement of Lease, made this _____, 2013, by and the City of Belfast, a Maine Municipality, with a mailing address of 131 Church Street, Belfast, Maine 04915, duly authorized (hereinafter sometimes referred to as "Lessor", and BROOKS PRESERVATION SOCIETY, a Maine corporation, with a mailing address of 31 Veterans Highway, Brooks, Maine 04921, duly authorized (hereinafter sometimes referred to as "Lessee")):

Whereas Lessor does hereby demise its willingness to share and lease to Lessee and Lessee does hereby take shared occupancy, lease and hire from the Lessor access to a section of railroad track, running from the Waldo/Belfast Town line to a point located at the intersection of the City owned rail line and the side track which currently serves certain real property owned now or formerly by Malcom Page as described in book 1432 Page 304 of the Waldo County Registry of Deeds, said real property as located at 13 Oak Hill Road and adjacent to the southeasterly bound of the Oak Hill Road, said point being the southerly terminus of the premises leased herein (said demised premises sometimes referred to herein as the "Rail Line" or "leased premises" or "demised premises") (sometimes referred to herein as City Point Station).

The demised premises shall be for the shared use of Lessor and the Lessee. Lessee's uses are for passenger tourist railroad operations and related functions and events. Lessor reserves the right to use the rail line and the railroad right of way for any and all purposes and uses that do not unreasonably interfere with Lessee's intended uses. Lessee's uses shall be subject to and upon the following terms, covenants and conditions:

1. **First Term.** The term of this lease shall begin on the date above referenced and shall terminate the last day of December, 2038.
2. **Rent.** There shall be no monthly lease fee. However, in lieu of rent, Lessee shall be responsible for maintenance of the Rail Line, which is further described herein.
3. **Maintenance.**
 - a. Lessee shall be solely responsible to maintain, repair, and inspect the track structure of the Rail Line leased herein, including track structures on bridges, to conform to applicable regulations for the Lessee's intended use, including but not limited to Class I Federal Regulations.
 - b. Lessee shall notify, in writing, affected property owners and the City of Belfast for substantial tree cutting activities for the purpose of keeping the tracks maintained and clear and in compliance with State and Federal law. All debris from any cutting, maintenance and/or repair shall be removed from the right of way area and disposed of in accordance with best practices.
4. **Indemnification.** Lessee shall hold Lessor harmless against any and all claims, damages or cause of action for damages arising after the commencement of the term hereof and any orders, decrees or judgments which may be entered therein, brought for damages or alleged damages resulting from any injury to person or property or from loss of life sustained in or about the said demised premises and any buildings and improvements thereon, or in or upon the sidewalks, or streets in front of or appurtenant thereto by any person or persons whatever.

It is the intention and agreement that Lessor shall not be liable for any personal injuries or damage to Lessee or its officers, agents, employees, invitees and all persons having business with Lessee, or to any other persons or to any occupant of any part of the demised premises, or for any injury or damage to any goods, wares, merchandise or property of Lessee or of any occupant of any part of the said demised premises, irrespective of how the same may be caused, whether from action of the elements or acts of negligence of the owner or occupants of the adjacent properties, excepting however, the negligence of Lessor.

Lessee shall and will indemnify and save harmless Lessor of and from any and all liability, loss, damage or expense, causes of action, suits, claims and judgment, including reasonable legal expenses in connection with defending against any such action, suit or claim arising from injury to persons or property of any and every nature and for any matter or thing growing out of the occupation of the demised premises, or any part thereof, including sidewalks adjacent thereto, occasioned by Lessee, its agents, employees, assigns or occupants of any part of the demised premises, or by their agents, or employees, respectively, or which may be occasioned by any person or thing whatsoever at any time during the term of this Lease.

5. ***Sublease; Liens by Lessee.*** Lessee may not assign or sublet the demised premises or any part thereof for the purposes herein permitted or for any other lawful business, except upon the express written consent and the written conditions of that consent given in advance by Lessor, and Lessor reserves the sole discretion to allow or refuse such an assignment. Any such subletting shall not relieve Lessee from the obligations hereunder. Lessee shall have no power to do any act or to make any contract that may create or result in any lien placed upon the present or other estate of the leasehold demised premises, or upon any of the improvements thereon, except as herein elsewhere specifically provided; should any such lien be created or filed, Lessee, at his own expense, shall liquidate and discharge the same in full within ten (10) days next after the filing thereof, and Lessee shall pay all of Lessor's costs, fees and attorney's fees related thereto shall be borne by Lessee.
6. ***Right to Enter.***
 - a. Lessor may enter the demised premises during all reasonable business hours to inspect the same or to exhibit the premises to prospective purchasers. Lessor may affix notices on the demised premises, so long as they do not interfere with the safe operation of excursions by Lessee. The Lessee fully understands that the City of Belfast as Lessor, will be developing a pedestrian and bicycle trail within the limits of the City owned boundaries of the Rail Line that terminates at the southerly terminus of the demised premises describe herein. The parties hereto have concurrently entered into a Memorandum of Agreement, dated of even date with this Lease, concerning the City Point Station property. To the extent any terms or conditions herein conflict with the terms and conditions of the "Memorandum of Agreement" signed by the parties of even date, the terms and conditions of the Memorandum of Agreement shall control. Both the Lessor and the Lessee will be able to use the entire demised premises as described herein and will use their best efforts to keep each other informed as to the timing and extent of such use.
 - b. The Lessee shall allow use of the rail track leased herein by any owner or lessee of the City Point Station, currently owned by Mac Page and abutting the southerly

terminus of the premises leased herein. Said use shall include the right of assembly and/or transportation of train engines, cars, and/or railroad equipment at such reasonable times so as to not interfere with Lessee's uses and business operations. Lessee shall coordinate such use with the appropriate authorities at the State of Maine and/or the Department of Transportation so as to allow use by said owner of the City Point Station.

7. ***Lessor's Warranties.*** Lessor hereby certifies and represents that it has full right and authority to make and execute this Lease, and further certifies and represents that the demised premises are at the time of the entering into this Lease free and clear of any liens and other encumbrances which, if proceeded upon, could or might divest this Lease. Lessor reserves the right to encumber the leased premises so long as said encumbrances do not unreasonably interfere with Lessee's intended uses.
8. ***Quiet Enjoyment.*** Lessor covenants and agrees with Lessee that upon Lessee's performance of all the promises, covenants and conditions aforesaid on Lessee's part to be observed and performed, Lessee shall and may peaceably and quietly have, hold, share with the Lessor and enjoy the premises hereby demised for the term and purposes aforesaid. It is understood however, Lessee's liabilities under this clause shall be only for the period during which it shall share the demised premises with the Lessor. The Lessor hereby reserves the right to any and all use and enjoyment of the demised premises that does not unreasonably interfere with the Lessee's tourist passenger operations and maintenance obligations as described herein.
9. ***Subordination.*** This Lease and all of the rights of the Lessee hereunder are and shall be subject and subordinate to the lien of any mortgage or mortgages hereinafter placed on the demised premises or any part thereof by any bank or lender on behalf of Lessor, provided, nevertheless, the holder of such mortgages shall enter into a written agreement with the Lessee that so long as the Lessee is not in default under this Lease during the stated term, no foreclosure of the lien of said mortgage or any other proceeding in respect thereof shall divest, impair, modify, abrogate or otherwise adversely affect any interests or rights whatsoever of the Lessee under the said Lease.

Such subordination shall be automatic; if, however, a written subordination agreement, consistent with this provision, is required by a mortgagee, Lessee agrees to execute, acknowledge and deliver the same and in the event of failure so to do, Lessor may, in addition to any other remedies for breach of covenant hereunder, execute, acknowledge and deliver the same as the agent or attorney in fact of Lessee, and Lessee hereby irrevocably constitutes Lessor its attorney-in-fact for such purpose.
10. ***Surrender.*** On the termination of Lessee's occupancy, the premises shall be surrendered in the condition in which Lessee is hereby required to maintain the same. In the event Lessee shall for any reason remain in possession after the expiration of either the term hereby granted or any renewal or extension thereof (except pursuant to such renewal or extension), or after the date specified in any notice of termination given by either Lessor or Lessee, such possession shall be as a month to month tenant during which time Lessee's liability shall be limited to payment of a monthly rent equal to that accruing during the last month of the preceding term, however, all other terms of this lease shall remain in effect so long as Lessee
11. ***Termination of Lease.*** In the event of a material breach of the terms and conditions herein, non-breaching party may terminate this Lease by giving the other party ninety (90) day's written notice.

12. *Lessee's covenants.* (a) Lessee agrees to quit and deliver up the premises to the Lessor or its representatives peaceably and quietly at the end of said term or extensions hereof, free and clear of all Lessee's personal property and equipment; that it will not suffer to be made any major alterations therein without the written consent of the Lessor; that it will not make or suffer any waste, or any unlawful, improper, noisy or offensive use of the premises. Lessee further covenants that (1) it will not assign or transfer its interest under this Lease or its right to possession of the whole or any part of the demised premises to any other firm, person or persons including but not limited to any prior holder of such interest or right to possession, (2) neither any waiver of the foregoing restriction or any portion of same by the Lessor nor any consent by the Lessor, express or implied, to any such transfer shall constitute a waiver or consent in any other instance and (3) each subsequent holder of such interest or right, if agreed to in writing by Lessor in its sole discretion, shall be bound by the foregoing restriction, notwithstanding such prior consent or waiver and notwithstanding the fact that such holder may have acquired such interest or right from or through a prior holder by voluntary transfer from it, by operation of law or otherwise, (4) and provided any such transferee shall assume and agree to perform the Lessee's obligations thereunder by written instrument in form acceptable to Lessor, and without releasing the liability of Lessee hereunder. As used in this paragraph, "transfer" shall apply to absolute transfers as well as transfers by way of security, and shall include but not be limited to an assignment of the whole or any part of the Lessee's interest, hereunder and any sublease, license, use, benefit or enjoyment of or in the demised premises or any part of same.
13. *Default by Lessee.* In the event that the Lessee shall default by failing to maintain, repair and inspect the leased section of track as set forth in paragraph 2 and such default shall continue for forty five (45) days after written notice from Lessor to Lessee to cure same; or in the event that Lessee shall default in the performance of any covenant, promise or agreement herein set forth and contained for the Lessee to keep and perform hereunder and such default shall continue for forty five (45) days after the Lessor shall have notified the Lessee in writing of the existence of such default; or if the Lessee is adjudicated a bankrupt; or if whether voluntarily or involuntarily, the Lessee takes advantage of any debtor relief proceeding under any present or future laws whereby the rent or any part thereof is or is supposed to be reduced or payment thereof deferred; or if the Lessee makes an assignment for the benefit of its creditors; or if the leased premises or Lessor's fixtures shall be levied upon or attached under process due to a creditor of the Lessee, and the same is not satisfied or dissolved within forty five (45) days after written notice from the Lessor to the Lessee to obtain satisfaction or dissolution thereof; then, and in any of such events, (said events hereinafter referred to as "events of default") the Lessor shall have the right to:
- (a) Enter upon and take possession of the leased premises, as the Lessee's agent and without terminating this Lease, but terminating the term, and re-rent the premises at the best price obtainable by reasonable efforts without advertisement and by private negotiations and for any term the Lessor deems proper. The Lessee shall thereupon become and thereafter be liable and indebted to the Lessor for and, upon demand then or from time to time thereafter made, shall promptly pay to the Lessor the difference between the amount of rent herein specified and the amount of rent which shall be collected and received from the demised premises for each month during the residue of the term herein provided remaining after the taking possession by the Lessor and shall also pay to the Lessor all of the costs of reverting said premises (including brokerage fees) and the costs of putting same in a rentable condition for a new lessee;

or

- (b) Forthwith cancel and terminate the term of this lease agreement by notice in writing to the Lessee; and if such notice shall be given, all rights of the Lessee of the use and occupancy of the said premises shall terminate as of the date set forth in such notice and the Lessee will at once surrender possession of the premises to the Lessor and remove all of the Lessee's effects therefrom and the Lessor may forthwith re-enter the premises and repossess itself thereof. No termination of this Lease prior to the normal expiration thereof shall affect the Lessor's right to collect rent prior to the expiration of the term thereof.

The rights herein provided for are cumulative to and not restrictive to any other and further rights provided by law; and no delay or failure of the Lessor to exercise any rights herein or by law provided, or to insist upon strict compliance by the Lessee with the terms and provisions hereof, shall constitute a waiver of the Lessor's right thereafter to exercise and avail itself of said right or thereafter to demand strict compliance by the Lessee with the terms and provisions hereof.

14. ***Change in Ownership of Demised Premises.*** In the event that Lessor wishes to sell the demised premises herein, Lessee may, upon receipt of notice, in writing, delivered by certified US Mail, postage prepaid, have the right of first refusal to purchase the demised premises and shall have 48 hours of receipt of said notice to advise Lessor, in writing, of intent to purchase. In the event that Lessee does not wish to purchase the demised premises after being advised of Lessor's intent to sell, Lessee shall continue to abide by the terms of this Lease. Lessee shall thereafter execute a purchase and sale agreement, upon terms agreed to by both parties, within twenty one days of Lessor's receipt of Lessee's notice to Lessor advising of Lessee's intent to purchase. In the event that the parties are unable to reach agreement on terms of sale within said twenty-one day period, Lessee's right of first refusal shall thereafter be void and terminate.
15. ***Notices.*** Any notice or demand, which, under the terms of this lease or by any statute or ordinance, must or may be given or made by a party hereto, shall be in writing and may be given by certified or registered mail sent to the other party at the address of its principal office hereinabove mentioned, or to such other address as such party may from time to time designate by notice. Further, with regard to any release of information, interview or press release made public by Lessor relating to the use and occupation of the rail line premises leased herein, the text of any said press release or interview shall be agreed upon by both parties in advance of said release.
16. ***Insurance.*** Lessee shall also procure and maintain at Lessee's expense, throughout the term of this Agreement, a policy or policies of commercial general liability insurance in the minimum amount of \$3,000,000, with contractual liability endorsement, with respect to all of Lessee's operations and activities on the Property, naming Lessor as an additional insured, with premium thereon being fully paid in advance, issued by and binding upon a responsible insurance company qualified to do business in the State of Maine and reasonably satisfactory to Lessor. Lessee shall provide Lessor with a currently effective Certificate of such insurance, which certificate shall contain a provision of thirty (30) days prior written notice to Lessor of any proposed cancellation, change in coverage or non-renewal. Lessee shall procure and maintain at Lessee's expense, throughout the term of this Agreement, insurance on the Lessee's personal property. Lessee shall also procure and maintain at Lessee's expense,

throughout the term of this Agreement insurance on the Premises in case of casualty or fire and Lessee is to name the City of Belfast as an additional insured. Said insurance policy shall be in an amount equal to the replacement value of the improvements on the premises. Lessee shall provide Lessor with a currently effective Certificate of such insurance, which certificate shall contain a provision of thirty (30) days prior to written notice to Lessor of any proposed cancellation, change in coverage or non-renewal.

Lessee shall not use the Leased Premises in any manner that (1) will increase risk covered by insurance on the Leased Premises and result in an increase in the rate of insurance or cancellation of any insurance policy, even if such use may be in furtherance of Lessee's business purpose, or (2) which would tend to violate or make void any policies, fire or other insurance covering the Leased Premises, or otherwise disrupt operations of the Property

17. **Compliance With Laws.** Lessee further agrees to comply with all laws of the United States, State of Maine, all ordinances of the City of Belfast, and all other lawful rules, orders, regulations, or statutes of any federal, state, or local authority, and not to make or allow to be made any improper or offensive use of the demised premises.
18. **Signs.** Lessee may, upon obtaining any necessary permits from all local, state and federal permitting governmental authorities, erect and maintain at its own expense, from the date of execution hereof throughout the duration of this lease, signs of such dimensions and materials as it may desire, so long as they are acceptable to Lessor, which said approval Lessor shall not unreasonably withhold.
19. **No Oral Modification.** This lease may not be modified except by an instrument in writing, signed by the parties hereto, their heirs, legal representatives, successors or assigns.
20. **Successors Bound.** The covenants and agreements contained in this lease shall inure to the benefit of and be binding on the parties hereto, their heirs, legal representatives, successors, or assigns.
21. **Severability.** If any term or provision of this Lease, or the application thereof, to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.
22. **Jury trial waiver.** Lessor and Lessee hereby waive trial by jury in any action, proceeding or counterclaim brought by either against the other on any matter whatsoever arising out of or in any way connected with this lease, the relationship of Lessor and Lessee, or Lessee's use or occupancy of the leased premises.
23. **Parties bound.** The word "Lessor," as used herein, shall mean only the owner for the time being of Lessor's interest in this Lease, and, in the event of any transfer of Lessor's interest in this Lease or in the Property or the Leased Premises, the transferor shall cease to be liable, and shall be released from all liability for the performance or observance of any agreements or conditions on the part of Lessor to be performed or observed subsequent to the time of said transfer, provided that from and after said transfer the transferee shall be liable for the performance and observance of said

agreements and conditions. At such time, Lessor hereunder shall be entirely freed from and relieved of any future obligation or responsibility under this Lease. Notwithstanding anything to the contrary provided in this Lease, it is specifically understood and agreed that Lessee shall look solely to the equity of Lessor or such successor in interest in the Leased Premises or the leasehold estate of Lessor or such successor in interest for the performance of any of the terms, covenants and conditions of this Lease to be performed by Lessor, such exculpation of personal liability to be absolute and without any exception whatsoever.

24. **Interpretation.** It is agreed that if any provision of this Lease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect the other provisions of this Lease, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning that renders it valid.
25. **Entire agreement.** This instrument contains the entire and only agreement between the parties, concerning the lease of the leased Premises and no oral statements or representations or prior written matter not contained in this instrument shall have any force or effect. This Lease shall not be modified in any way except by a writing executed by both parties.
26. **Captions.** The captions used as headings in the various Articles of this Lease are used only as a matter of convenience for reference, and are not to be considered a part of this Lease or to be used in determining the intent of the parties to this Lease.
27. **Extension of Term.** Any extension of the term of this Lease must be in writing and signed by each party.
28. **Dispute Resolution.**

(a) For purposes of this section, "Dispute" means:

- (i) A dispute between the Lessor and the Lessee arising out of or relating to this Agreement;
- (ii) A dispute between the Lessor and the Lessee arising out of or relating to any service provided or activity undertaken pursuant to this Agreement;
- (iii) A claim by the Lessor against the Lessee or by the Lessee against the Lessor arising out of or related to this Agreement; or
- (iv) A claim by the Lessor against the Lessee or by the Lessee against the Lessor arising out of or related to any service provided or activity undertaken pursuant to this Agreement.

(b) In the event of a dispute, representatives of the parties shall meet to discuss and attempt to resolve the dispute.

(c) In the event the dispute remains unresolved, the parties may, jointly agree without thereby waiving any rights or defenses available to that party under Maine law, elect to submit the Dispute to binding arbitration in accordance with the following provisions:

- (i) **Forum.** The arbitration shall take place in Belfast, Maine.

(ii) Law. The governing law for the arbitration shall be the law of the State of Maine (without regard to conflicts-of-law principles that would require the application of any other law).

(iii) Selection. There shall be three arbitrators, unless the parties are able to agree on a single arbitrator. In the absence of such agreement, within ten (10) days after the initiation of an arbitration proceeding the Lessor shall select one arbitrator and the Lessee shall select one arbitrator, and those two arbitrators shall then select, within ten (10) days, a third arbitrator. If those two arbitrators are unable to select a third arbitrator within such ten-day period, a third arbitrator shall be appointed by the commercial panel of the American Arbitration Association.

(iv) Administration. The arbitration shall be administered by the American Arbitration Association.

(v) Rules. The rules of arbitration shall be the Commercial Arbitration Rules of the American Arbitration Association, as modified by any other instructions that the parties may agree on at the time.

(vi) Substantive Law. The arbitrators shall be bound by and shall strictly enforce the terms of this Agreement and may not limit, expand or modify its terms. The arbitrators shall make a good faith effort to apply substantive applicable law, but an arbitration decision shall not be subject to review because of errors of law. The arbitrators shall be bound to honor claims of privilege or work-product doctrine recognized at law, but the arbitrators shall have the discretion to determine whether any such claim of privilege or work-product doctrine applies.

(vii) Decision. The decision in writing of at least two of the three arbitrators shall be final and binding upon the parties. The arbitrators' decision shall provide a reasoned basis for the resolution of each Dispute and for any award.

(viii) Fees and Expenses. Each party shall bear its own fees and expenses with respect to the arbitration and any proceeding related thereto. The Lessor shall pay one-half of the fees and expenses of the American Arbitration Association and of the arbitrators, and the Lessee shall pay the other half of these fees and expenses.

(ix) Remedies; Award. The arbitrators shall have power and authority to award any remedy or judgment that could be awarded by a court of law in Maine; provided, however, that the arbitrators shall not have the power to award damages in excess of actual compensatory damages. The award rendered by arbitration shall be final and binding upon the parties, and judgment upon the award may be entered in any court of competent jurisdiction.

(d) In the event that the parties elect not to jointly submit the dispute to binding arbitration, the Dispute shall be brought to the Maine Superior Court in Belfast, Maine. The parties irrevocably submit to the jurisdiction of such court and waive any objections they may hereafter have as to venue or convenience of forum. The parties agree not to bring any Dispute in any other Court, except that either party may appeal from the decision of the Maine Superior Court to the Maine Supreme Judicial Court.

CITY OF BELFAST

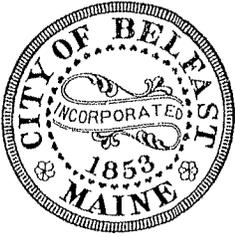
Witness

By: _____
Joseph Slocum, City Manager, Duly
Authorized, Lessor

BROOKS PRESERVATION SOCIETY

Witness

By: _____
Joey Feero, President, Duly Authorized,
Lessee



CITY OF BELFAST

131 Church Street
Belfast, Maine 04915

10 E

Joseph J. Slocum
City Manager

E-mail: jslocum@cityofbelfast.org
Tel: (207) 338-3370 ext. 10
Fax: (207) 338-2419

September 25, 2013

Department of Education

Attention: Commissioner of Education

23 State House Station

Augusta, ME 04333

Re:: RSU Number 20 Withdrawal

Dear Commissioner,

The best to the knowledge of Belfast City Council, the attached statement on the reasons to withdrawal represent why the voters of Belfast for a second time have supported withdrawing from RSU #20.

The Council has directed me to forward this to you on their behalf

Most sincerely,

Joseph J. Slocum

Belfast City Manager

REASONS TO WITHDRAW:

1. Local control has suffered and an 18-person committee from two different cultures has a very difficult time resolving any problem.

Near gridlock happens in decision-making, an example are labor contracts that have been stalemated for almost three years.

2. There is inequity in financial support, while former SAD 34 towns will have a large increase in taxes; former SAD 56 towns will pay fewer taxes this coming year.

3. There will be an immediate savings if the former SAD 34 towns withdraw.

When Frankfort leaves RSU 20, it takes a \$1,000,000 state subsidy with it; Belfast's obligation is about 40% of that or \$400,000.

It costs approximately \$5,000 extra dollars to educate SAD 56 students (beyond what it costs for SAD 34 students) x 600 is a savings of \$300,000.

The large raise in SAD 56 teacher's salaries will cost at least \$300,000.

40% of these totals, which is Belfast's share, would approximately be \$640,000.

Additional the reasons why Belfast citizens are interested in withdrawing from RSU 20.

The First Withdrawal Committee identified significant savings they believe that the City would benefit from.

Under the new school budget the City will see a minimum of a 1 Mil increase because of further increases in school expense and spending. The new Union Contracts for some of the Towns in the RSU have increased the total cost for all. Belfast is paying an additional \$867,000 in school taxes this year.



CITY OF BELFAST

131 Church Street
Belfast, Maine 04915

E-mail: cityhall@cityofbelfast.org
Tel: (207) 338-3370
Fax: (207) 338-2419

Public Works- Heavy Duty Truck (6x4) Bid Opening September 26, 2013 at 03:00 p.m.

Present at the opening: Manda Cushman, Administrative Assist. To City Manager, Denise Beckett, City Clerk, Bob Richards, Public Works Director.

There were a total of two (2) bid envelopes submitted as follows:

Colwell Diesel

192 Douglas Hwy,
Ellsworth, ME 04605
(207) 667-7146
Jim Davis

#1) International 2014: \$ 91,292.66

#2) International 2014: \$93,583.29

Daigle & Houghton Inc.

571 Coldbrook Rd
Hermon, ME 04401
(207) 941-9600
Ryan Daigle

#1) International 2014: \$ 89,930.45

#2) Western Star: \$91,633.00

Attest:

Manda Cushman, Administrative Assist. To City Manager

Date: 9-26-2013

To: Mayor, City Council,
City Manager, Joe Slocum

From: Bob Richards
Public Works Director

Re: Truck Bid

After reviewing the (Four) bids, I would recommend going with the bid of **\$93,583.29** from *Colwell Diesel*. The money was allocated in this current budget, Purchase of Equipment, account # 410-535.

This vehicle is \$ 3,652 more than the low bid. The vehicle has more and heavier features:

3 Batteries, Larger fuel tank, Rim size is larger and thicker steel, Engine brake which will help on braking, power windows, window visor.

I would also like to mention *Customer Service*.

We can call for parts and have the parts delivered from Ellsworth by Jim Davis that evening where as he lives in the area. That saves time and fuel running to Ellsworth. He has been doing this for the City of Belfast Public Works at least 20 years. Colwell Diesel will also make us a priority in the winter time if a truck breaks down and it's something mechanical we can't fix by diagnosing it over the phone George Colwell will get us in immediately.

Thank you,
Bob Richards



CITY OF BELFAST

131 Church Street
Belfast, Maine 04915

E-mail: cityhall@cityofbelfast.org

Tel: (207) 338-3370

Fax: (207) 338-2419

**Public Works- Dump Body/Plow Gear
Bid Opening
September 26, 2013 at 03:00 p.m.**

Present at the opening: Manda Cushman, Administrative Assist. To City Manager, Denise Beckett, City Clerk, Bob Richards, Public Works Director.

There were a total of two (2) bid envelopes submitted as follows:

Viking Cives (USA)

Custom Hitch w/ mtg. bolt, nuts and pins: \$ 63,995.00

14331 Mill Street
Harrisville, NY 13648
(315) 543-2321
David L. Kingsbury, Sales Rep.

H.P. Fairfield, LLC

Dump body: \$ 65,604.00

PO Box 188, Green Street
Skowhegan, ME 04976
(207) 474-9836
Dan Matchett

Attest:


Manda Cushman, Administrative Assist. To City Manager

10-H

Date: 9-26-2013

To: Mayor, City Council,
City Manager, Joe Slocum

From: Bob Richards
Public Works Director

Re: Dump Body / Plow Gear Bid

After reviewing the (Two) bids, I would recommend going with the low bid of **\$63,995.00** from *Viking Cives*. The money was allocated in this current budget, Purchase of Equipment, account # 410-535 (\$36,416.70) with the remaining balance of (\$26,978.30) in Equipment Capital Reserve, account # 410-537.

Thank you,
Bob Richards

9-E

MEMORANDUM

September 24, 2013

To: Joseph Slocum, Belfast City Manager
Belfast City Council

From: Norm Poirier, Director of Belfast Parks and Recreation

Re: Request to Use City Facilities Application

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

An application to use Belfast Common Park, Steamboat Landing and Belfast Boathouse (already reserved) for the 2014 Celtic Celebration on July 18, 19 and 20. This event has been well organized in past years and the Celtic Celebration Committee has provided the area with an excellent event.

There were no issues with the 2013 event and with approval of the Public Works Director and Chief of Police, I would advocate and recommend the approval of this event for the summer of 2014

**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?

Bob MacGregor & James O'Connor, Maine Celtic Celebration

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 Belfast Boat House, (reserved)

Steamboat Landing Park & Belfast Commons

3. What dates and times do you wish to have this event? July 18, 19 & 20, 2014

3a. Do you have a rain date and if so when? No

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) Yes, We would like to erect signs up to 14 days prior to the event.
Locations: Rte 3, Rte 1 bypass, intersections of Northport Ave & Route 1, Routel/3 on the eastside of Swan Lake Avenue, as well as directional signs to the event and for parking; July 19 & 20, 2014

5. Are you asking to close off any City Streets? (Which ones, what dates, for how long a period of time each day?) July 19, 7am until July 20 6pm, Front St July 18, until July 21 8am while main stage is in place on Front St. Front St, south from interesections of Spring on south side of intersec., to Commercial, leaving Spring open to access from Front, Miller St E, from Cross to Front, Cross open from Miller west for traffic flow.

6. Please describe this event in detail. If there is a schedule then attach it and explain it here. (see 1A)

Family weekend of Celtic games, entertainment, musical performers, lecture children's activities, food & Celtic related vendors, July 18, entertainment & food at the Boat House, July 19th. 5 K road race and possible a parade depending on volunteers and participants available next summer to form the parade. (2013. schedule attached)

Celtic Celebration 2014

Addendum to street closings & parking

Small parking area at Commercial & Front used for performer & vendor parking

Parking area at top of Belfast Commons designated Handicapped parking, Handicapped parking on Miller St between Cross & Front that is closed to traffic

Handicapped parking in new diagonal spaces & designated spaces near & adjacent to Boat House.

Detour sign will direct people from Front St onto Spring St..

We will maintain access for French & Webb Building as well as Consumer Fuels Docks and Truck garage.

City of Belfast - Facilities Request Form

7. How many people do you expect? 5-6000 estimated attendance

8. Will you be charging admission to this event? No admission to any event except for catered dinner at the Boat House Friday.
Registration fee's for 5K roadrace & Celtic Heavy Games. Volunteers will
9. Will you be selling things at this event? staff donation stations for voluntary donations

YES
If so what? Maine Celtic Celebration sells T shirts, caps, related Celtic Celebration material and performer CD's, Private vendors sell various
10. Will any alcohol be served or consumed at this event? (If yes provide details) foods & celtic items

As in past years applications will be submitted by local licensed bar owners for the purpose of selling alcoholic beverages.

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?)
no open fires

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

13. Describe what type of vendor and the charges you propose to assess against them.
Part of our income is generated by renting space to vendors. We have been charging 175.00-350.00 depending on the size of the space. Additional charges may be made for water and electricity hookups

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?
We do maintain a \$1,000,000. liability insurance policy witht the City named as additional insured along with a hold harmless clause as require Copies of this insurance are provided to the Parks Director and Boat House supervisor.

15. Who is your insurance agent that will provide proof of this coverage to the City?
Atlantic Insurance Benefits, High St., Belfast

16. Noise: What kind of noise do you expect to generate at this event and during which specific periods of time? Noise is minimal to moderate. Loudest event would occur on Sat. July if fireworks are scheduled. Music on Front St. stage is minimal to moderate.

17. How do you propose to handle garbage removal? We hire a private hauler to removal garbage daily. Volunteers walk throughout the parks all during the event to collect rubbish and debris for deposit in the large dumpsters.

City of Belfast - Facilities Request Form

18. How do you propose to handle parking? On street parking, City parking lots and designated areas for handicapped parking. Directional signs will
19. How do you propose to handle security? private security be erected
20. How do you propose to handle the need for restrooms? Portable restroom facilities will be located throughout both parks furnished by a private company and serviced daily.
21. What is your plan/need for electricity or water? Water & electricity are needed in both parks and will be coordinated with the Parks Dept and City electrician
22. Have you spoken to the neighbors in the area of this event and discussed, traffic, noise, parking etc with them?
Each year we discuss these issues with area neighbors and businesses in a effort to lessen an effects on their rights for enjoyment of their respective properties.
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?
Bob MacGregor, President 338-2146, cell: 323-2154
email:kilndry@kilndry.com
Ron Braybrook, Vice Pres. 338-0609, cell: 930-5980
email:ronbraybrook@gmail.com
Chris Brinn music coordinator, cell: 322-7404
email:mccmusiccoor@gmail.com
Jim O'Connor, grounds, 338-2204, cell; 930-5564, email: janisstone@roadrunner.com
- What specific City services or assistance are you asking for? _____

Department

Service Requested

City Manager	<u>Assistance in coordinating event with city schedules & regs.</u>
Police	<u>Traffic control for road race and parade if developed, back up to private security.</u>
Fire/Ambulance	<u>Emergency services if needed</u>
Parks	<u>Assistance coordinating events, electric & water needs</u>
Public Works	<u>Providing cones, barricades & trash barrels</u>
Harbor	<u>Assistance with Coast Guard for any fireworks display over harbor</u>
Planning (Maps)	<u>Permit for needed signage</u>
Cable TV	<u>NA</u>

Saturday, July 20th

Belfast Common Stage

Time	Who' playing?	What do they sound like?
10.00 to 10.50	Inis Oirr: Chuck Donnelly, Jim Gray, Chris Gray, Lizza Backes, and Emma Walsh	A newly formed trad band from the Ellsworth/ Bar Harbor area, this performance promises to kick off the celebrations in style. Flute, pipes, concertina, fiddle, guitar, and percussion make this a classic format to start the day.
11.10 to 12.00	Castlebay	Fred and Julia of Maine's own Castlebay have carved their place in the heart of the Mid Coast and beyond.
12.20 to 1.10	Press Gang	This dynamic trio from Portland have made their mark in the Irish-American Tradition. Drive Tunes!
1.30 to 2.30	Michael Black	One of the world renowned Black Family, Michael's traditional roots run deeper than mountains.
2.50 to 3.40	Naia	Harp and Flute from Portland Maine, Nicola and Danielle are back by popular demand. A Trad combo not to be missed
4.00 to 4.50	The Galley Rats	A self proclaimed Great Big Sea cover band, these guys from Bangor are joining us for the first time. We hope it won't be the last.
5.10 to 6.25	Cillian Vallely and Ryan McGiver	Pipes and guitar. All the way from Ireland, Cillian is just about the finest Irish piper around, and a member of the brilliant Lunasa. Ryan's songs and guitar are becoming a must listen for any Celtic/ Folk enthusiast.
6.25 to 7.40	Vishten	From PEI, this powerhouse trio blew us away last year. We thought they deserved a second go round.
8.00 to 9.15	The Mighty Few: Hanz Araki, Kathryn Clare, Carey Novotney, Joe Trump	A third turn at the Celebrations for the Oregon based band, fresh off a string of accolades. Don't miss one of their performances this weekend
9.20p	Fireworks	Need we say more? But don't miss the session in the Boat House afterwards.

Saturday, July 20th

Steamboat Landing Stage

Time	Who's playing?	What do they sound like?
9.00 to 11.00	Celtic Breeds	Dogs. Barking Dogs.
11 to 11.45	The High Ground	Fiddle and Cello, in the manner of Natalie and Alistair. But don't be fooled, these lad are from Maine.
12.05 to 12.50	Stanley and Grimm	A wam welcome back to some great friends of ours. Nikki and Sean are one of the best fiddle/ guitar duos we've heard. And we've heard a few. Why Stanley and Grimm? You ask...
1.10 to 1.55	Bob McCormick	"Dancin'" Bob is back. Come and learn some Cape Breton Step from someone who can keep up!
2.15 to 3.00	Squeezy Does It.	Accordions, concertinas, and other free reeds. Varied and nefarious, but never "dangerous".
3.20 to 4.05	The Celtic Company: Scottish Dance.	Pipes, Flings, and things. Vermont's premier Scottish Dance troupe.
4.25 to 5.10	Velocipede	Two new friend. Julia Plumb and Baron Collins-Hill are becoming staples on the New England Celtic/ Contra scene. Fiddle, Mandolin, and a whole bunch o' tunes.

Sunday, 21st July

Belfast Common Stage

10 to 10.45	Velocipede	Two new friend. Julia Plumb and Baron Collins-Hill are becoming staples on the New England Celtic/ Contra scene. Fiddle, Mandolin, and a whole bunch o' tunes.
11.05 to 11.50	Cillian Vallely and Ryan McGiver	Another chance to hear some great songs and stellar Uilleann pipes.
12.20 to 1.10	Vishten	From PEI, this powerhouse trio blew us away last year. We thought they deserved a second go round.
1.30 to 2.00	Cheese Role	Based on the legendary event held at Cooper's Hill, England (yes, not a Celtic nation, we know), our Cheese Roll maybe smaller in stature, but nobody's died yet.
2.00 to 2.45	Michael Black	Michael's back on our Main stage.
3.05 to 3.50	The Mighty Few	If you missed them yesterday, don't miss them today, because then you won't have heard them at all.
4.00 to 4.30	Session	Hopefully there'll be a few of us about for a few tunes.

Sunday, 21st July

Steamboat Landing

10.30 to 11.15	The Celtic Company: Scottish Dance	Another chance to see these great dancers from the Green Mountain State. Heather Morris' dancers are not to be missed.
11.35 to 12.20	Stanley and Grimm	A warm welcome back to some great friends of ours. Nikki and Sean are one of the best fiddle/ guitar duos we've heard. And we've heard a few. Why Stanley and Grimm? You ask...
12.40 to 1.25	Ladies of the Lake	From right here in the Mid Coast, the Ladies combine the traditions of Ireland, New England, and Canada with their own Maine sparkle.
1.45 to 2.30	The High Ground	Fiddle and Cello, in the manner of Natalie and Alistair, but the Rogers Bros are from our own state.
2.50 to 3.35	Castlebay	Rounding out our Steamboat entertainment for 2013, what could be more fitting than the staples of the Maine Celtic scene.

9-F

MEMORANDUM

September 24, 2013

To: Joseph Slocum, Belfast City Manager
Belfast City Council
From: Norm Poirier, Director of Belfast Parks and Recreation
Re: Request to Use City Facility Application

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

An application to use Heritage Park for the 2014 Arts in the Park, July 12 and 13 has been submitted by the Arts in the Park Committee of the Friends of Belfast Parks. This event has been extremely well organized by the Arts in the Park Committee and has attracted thousands of people to the Belfast Harbor area. There are no issues with this event and I along with the Chief of Police and Director of Public Works would recommend the approval of this application for the summer of 2014

ARTS IN THE PARK
PO Box 947.Belfast.Maine.04915
www.artsintheparkbelfast.org
info@artsintheparkbelfast.org

September 17, 2013

Parks & Recreation Director
City Clerk
Belfast City Council
City Manager, Joe Slocum
Mayor Walter Ash
131 Church Street
Belfast, ME 04915

Dear City Officials:

The ARTS IN THE PARK committee of Friends of Belfast Parks has started planning for the **19th Annual ARTS IN THE PARK**, our perennial arts and crafts festival that generates funds to support Friends of Belfast Parks projects. ARTS IN THE PARK has become one of the most respected arts festivals in the state of Maine; it is an event that all of us – organizers, city officials, local businesses and citizens alike can be very proud of.

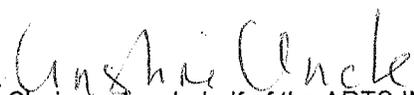
We thank the city for their support of this year's event and, by way of this letter, **request approval from the City Council to hold the event in Heritage Park and the adjacent parking area during the weekend of July 12 and 13, 2014.**

In conjunction with the event, we also request your approval of the following:

1. **Booth spaces will be marked out in Heritage Park on Thursday, July 10. This is to encourage exhibitors to set up their booths on Friday, July 11 in order to ease traffic congestion on Saturday morning. We ask that the area be mowed before July 9.**
2. **Placement of directional signs entering town and in downtown area. They will be put in place on Saturday morning and removed Sunday evening.**
3. **Trash barrels, barriers, and a dump truck for garbage.**
4. **Closure of parking lot in front of French & Webb building from Friday 5 a.m. – Sunday 5 p.m.**

Our intent is to maintain the same number of exhibitors (85). We anticipate the entertainment and other festivities to be of a similar format and, as we have done in the past, we will work closely with the various municipal departments (harbormaster, police, public works) to insure efficiency of traffic flow, parking, and public health and safety.

Thank you.


Chris Urick, Chair, and on behalf of the ARTS IN THE PARK Committee

323-5955