



CITY OF BELFAST

City Hall
131 Church Street
Maine 04915

December 18th, 2015

Frank Gardner
EPA Region 1
5 Post Office Square
Suite 100, Mail code: OSRR7-2
Boston, Massachusetts 02109-3912

RE: City of Belfast, Maine FY 2016 EPA Brownfields Assessment Grant

Dear Mr. Gardner:

The City of Belfast is pleased to submit this grant application and request for a total of \$400,000 in Environmental Protection Agency (EPA) Brownfields Assessment Grant funding to conduct community-wide assessments at both hazardous substances sites (\$200,000) and petroleum sites (\$200,000). This funding will help further our ongoing, successful community-wide Brownfields assessment, cleanup, and redevelopment efforts to date, where 19 brownfields have been entered into the program and properly assessed, and another 25 hazardous substances and petroleum sites have been identified in the downtown-waterfront district. These sites range in size from 0.1 acres to 10 acres, resulting in more than 100 acres of potential brownfields within the downtown-waterfront district. At this time, we have successfully expended 100% of our previous FY 2011 and FY 2013 Brownfield Assessment Grant funds, and as you will see in this grant application, this supplemental funding will support the City's ongoing efforts to assess, clean up, and redevelop brownfields identified within our downtown-waterfront district.

With this funding, we plan to continue updating our inventory of sites, identify potential contamination issues at brownfields primarily through Phase I and Phase II environmental site assessments, evaluate cleanup and reuse strategies, conduct focused redevelopment planning, and ultimately return otherwise distressed, abandoned, or environmentally-stigmatized sites back to viable and sustainable reuse. The grant will also support ongoing public outreach measures in order to keep the community informed about the proposed work activities, completed assessments, and general health and economic issues.

As an example of our past success, we completed brownfields assessments on both the former Maskers' Theater and Home Supply Center properties in downtown Belfast. Following cleanup planning, the City of Belfast was awarded and is currently completing a \$200,000 Brownfields Cleanup Grant for the Maskers' Theater property and the owner of the Home Supply Center property was recently awarded a \$250,000 loan from the Maine Department of Economic and Community Development Brownfields Revolving Loan Fund. These cleanup and redevelopment projects would not have been remotely possible without the brownfields assessment funding the City previously received from EPA. The City of Belfast is extremely excited about the opportunity to continue catalyzing the expansion and further development of our Brownfields Assessment and Cleanup Program, one that will continue to be efficient and effective for years to come, and which will continue to assist in the ongoing revitalization of properties in our City and its downtown-waterfront district.

Below is the specific information requested in the proposal guidelines to be included in this transmittal letter:

a. Applicant Identification: City of Belfast, City Hall, 131 Church Street, Belfast, Maine 04915

b. Applicant DUNS Number: 8318955570000

c. Funding Requested:

i) Grant Type: Assessment

ii) Federal Funds Requested: \$400,000

iii) Contamination: \$200,000 Hazardous Substances and \$200,000 Petroleum

iv) Community-Wide, Site-Specific, or Coalition: Community-Wide

d. Location: City of Belfast (Waldo County, State of Maine)

e. Property Information for Site-Specific Proposals: Not Applicable (Community-Wide Request)

f. Contacts:

i. Project Director: Thomas Kittredge, Economic Development Director, City of Belfast; phone: (207) 338-3370 extension 16; fax: (207) 338-6222; e-mail: economicdevelopment@cityofbelfast.org; mailing address: Belfast City Hall, 131 Church Street, Belfast, Maine 04915

ii. Chief Executive/Highest Ranking Elected Official: Walter Ash, Mayor, City of Belfast; phone: (207) 338-4131; e-mail: mayor@cityofbelfast.org; mailing address: 36 Searsport Avenue, Belfast, Maine 04915

g. Date Submitted: December 18, 2015

h. Project Period: 3 years

i. Population:

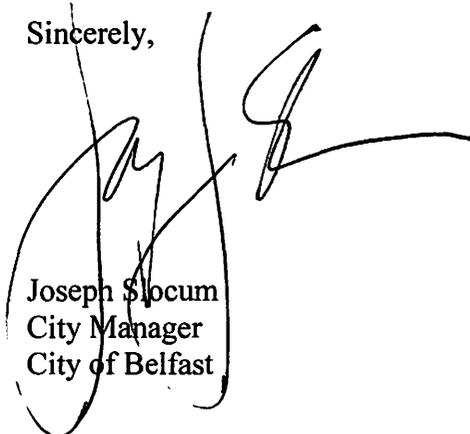
i) General Population of Jurisdiction: 6,668 (2010 Census)

ii) Population of Target Area and of Jurisdiction Addressed by Proposal: Not Applicable (applicant is a municipal form of government)

j. Regional Priorities Form/Other Factors Checklist: The Regional Priorities Form/Other Factors Checklist is attached to this transmittal letter.

We thank you in advance for considering our grant application. If you should have any questions or require clarification regarding elements of this proposal, please contact Project Director Thomas Kittredge via phone at (207) 338-3370 extension 16, or via e-mail at economicdevelopment@cityofbelfast.org.

Sincerely,



Joseph Slocum
City Manager
City of Belfast

Name of Applicant: City of Belfast, Maine

Regional Priorities Other Factor

If your proposed Brownfields Assessment project will advance the regional priority(ies) identified in Section I.E, please indicate the regional priority(ies) and the page number(s) for where the information can be found within your 15-page narrative. Only address the priority(ies) for the region in which your project is located. EPA will verify these disclosures prior to selection and may consider this information during the selection process. If this information is not clearly discussed in your narrative proposal, it will not be considered during the selection process.

Regional Priority Title(s):

Coordinated Public Funding for Brownfields – This regional priority includes proposed projects that complement other brownfield efforts receiving federal, state or local funding or where the community is working with federal, state, or local governments to address their brownfields. EPA Region 1 is particularly interested in projects where the applicant has already been working with federal, state, or local agencies, or where funding has been received and the EPA grant would “fill the gaps” to establish a comprehensive approach to Brownfields site characterization, assessment, cleanup and redevelopment.

Page Numbers: 9, 14, and 15

Assessment Other Factors Checklist

Please identify (with an *x*) which, if any of the below items apply to your community or your project as described in your proposal. To be considered for an Other Factor, you must include the page number where each applicable factor is discussed in your proposal. EPA will verify these disclosures prior to selection and may consider this information during the selection process. If this information is not clearly discussed in your narrative proposal or in any other attachments, it will not be considered during the selection process.

Other Factor	Page #
<i>None of the Other Factors are applicable.</i>	no
Community population is 10,000 or less.	<i>x</i> - pages 1, 5
Applicant is, or will assist, a federally recognized Indian tribe or United States territory.	no
Targeted brownfield sites are impacted by mine-scarred land.	no
Project is primarily focusing on Phase II assessments.	<i>x</i> - pages 6-8
Applicant demonstrates firm leveraging commitments for facilitating brownfield project completion by identifying amounts and contributors of funding in the proposal and have included documentation.	<i>x</i> - pages 8-9
Recent (2008 or later) significant economic disruption has occurred within community, resulting in a significant percentage loss of community jobs and tax base.	<i>x</i> - page 5
Applicant is one of the 24 recipients, or a core partner/implementation strategy party, of a “manufacturing community” designation provided by the Economic Development Administration (EDA) under the Investing in Manufacturing Communities Partnership (IMCP). To be considered, applicants must clearly demonstrate in the proposal the nexus between their IMCP designation and the Brownfield activities. Additionally, applicants must attach documentation which demonstrate either designation as one of the 24 recipients, or relevant pages from a recipient’s IMCP proposal which lists/describes the core partners and implementation strategy parties.	no
Applicant is a recipient or a core partner of HUD-DOT-EPA Partnership for Sustainable Communities (PSC) grant funding or technical assistance that is directly tied to the proposed Brownfields project, and can demonstrate that funding from a PSC grant/technical assistance has or will benefit the project area. Examples of PSC grant or technical assistance include a HUD Regional Planning or Challenge grant, DOT Transportation Investment Generating Economic Recovery (TIGER), or EPA Smart Growth Implementation or Building Blocks Assistance, etc. To be considered, applicant must attach documentation.	no
Applicant is a recipient of an EPA Brownfields Area-Wide Planning grant.	no

1.a.i. Targeted Community Description: The City of Belfast, located in Waldo County in the State of Maine, was first settled in 1770 by Scottish-Irish families from Londonderry, New Hampshire. Taking advantage of its shoreline and safe year-round harbors in Penobscot Bay, along with its abundant timber and farmland, Belfast became a vibrant, prosperous market center for the region, enjoying the rise of industries such as shipbuilding, fishing, and maritime commerce in cargoes such as hay, ice, apples, and fertilizer.

As the 20th century unfolded, these maritime-related industries which created the area’s early wealth fell into decline, to be replaced by the nascent potato, sardine, shoe, and poultry industries (at one point Belfast was known as the chicken capital of the world). Unfortunately, Belfast was not spared the consequences when these same industries imploded in the late 20th century. Belfast’s recovery did not begin until 1995, when credit card company MBNA arrived and built a new campus; at its peak, it would employ 2,300 people.

Today, the City of Belfast possesses a modest and fragile economy diversified into multiple industries including healthcare, financial services, manufacturing, and agriculture. Belfast continues to be Waldo County’s most populous municipality, serving as its seat of government, as its service center, as a location for most of its significant employers, as a tourism hub through which people experience and explore the rest of the county, and as one of its primary points of access to Penobscot Bay.

Remaining at the epicenter for the entire duration of Belfast’s cultural and industrial history has been its *downtown-waterfront district*, the *targeted community* where we plan to perform supplemental assessment activities to continue the ongoing successful assessment, cleanup, and revitalization of brownfields. The area encompassed by this district is essentially equivalent to the combination of two adjacent census block groups located within the City of Belfast (230270430003 and 230270430004). The downtown-waterfront district has felt both the booms and the busts of the various industries that have operated in Belfast, from having served as the setting for their bustling facilities to now being the home to many known brownfields and their associated signs of distress, blight, and neglect. Nearly half (46.7%) of Belfast’s inhabitants, including members of its sensitive populations, live, work, and/or recreate in proximity to these brownfields, which are need of being cleaned up and redeveloped.

1.a.ii. Demographic Information: As shown in the table below, residents of the City of Belfast’s downtown-waterfront district have lower median household and per capita incomes, along with higher rates of poverty, public assistance, unemployment, and older housing, compared to those of both the State of Maine and the United States:

Statistic	Belfast Downtown-Waterfront District ¹	Belfast	Maine	United States	Data Source
Median Household Income	\$32,865 (= 61.5% of United States)	\$34,205	\$48,804	\$53,482	2010-2014 ACS ²
Per Capita Income	\$26,997 (= 94.5% of United States)	\$23,197	\$27,332	\$28,555	2010-2014 ACS
Individuals Below the Poverty Level	26.9% (= 172.4% of United States)	27.1%	13.9%	15.6%	2010-2014 ACS
Families with Related Children Below the Poverty Level (under 18 years)	16.1% (= 183.0% of United States)	16.1%	7.0%	8.8%	2010-2014 ACS
Households with Public Assistance Income	6.9% (= 246.4% of United States)	7.7%	4.6%	2.8%	2010-2014 ACS
Unemployment Rate (16 years and over)	9.2% (= 101.1% of United States)	10.7%	7.4%	9.1%	2010-2014 ACS
Housing Constructed Prior to 1950 ³	61.1% (= 326.7% of United States)	38.7%	30.7%	18.7%	2010-2014 ACS
Population	3,111 (= 46.7% of Belfast)	6,664	1,328,535	314,107,084	2010-2014 ACS
Minorities (non-white; one or two races)	6.4%	4.0%	4.9%	26.2%	2010-2014 ACS

¹The targeted community for this grant application is the City of Belfast’s downtown-waterfront district. The area encompassed by this district is essentially equivalent to the combination of census block groups 230270430003 and 230270430004. Statistical data from each of these two census block groups were combined (weighted by each census block group’s population) to derive data for the targeted community.

² ‘2010-2014 ACS’ refers to the 2010-2014 American Community Survey 5-Year Estimates, which represent the most current data that is available for all of the geographic units compared here.

³Housing constructed prior to 1950 is almost certain to contain lead paint; lead paint is the major remaining cause of lead poisoning.

1.a.iii. Description of Brownfields: Since late 2010, when it applied for its first EPA Brownfields Assessment Grant, the City of Belfast has developed and maintained an extensive inventory of potential brownfields. In the downtown-

waterfront district it is estimated that there are over 25 potential brownfields, alone, ranging in size from 0.1 acres to 10 acres, resulting in more than 100 acres of potential brownfields within the targeted community itself.

These brownfields include former: churches, dry cleaners, garages, gas stations, grain storage facilities, light to heavy manufacturing facilities, boat service yards, marinas, oil storage facilities, opera houses, restaurants, scale yards, and schools; as well as current: automobile dealers and repair facilities, banks, convenience stores, food freezing facilities, food processing facilities, hospitals, laundromats, libraries, public works facilities, vacant land parcels, and warehouses. In most cases with these sites, the extent of contamination is unknown, which poses an environmental stigma and an impediment to redevelopment, and has left a vast blighted industrial and commercial landscape along the downtown-waterfront district. The brownfields in the City of Belfast that possess potentially both the greatest concerns of contamination (both hazardous substances- and petroleum-contaminated) and the greatest potential benefit from redevelopment are clustered in especially close proximity (within 3,000 feet) to the waterfront, and they include:

Former Mathews Brothers building (hazardous substances): this production facility was used by window manufacturer Mathews Brothers until 1991 when they moved to a new location in Belfast; due to perceived environmental stigma, the property has been vacant for nearly the entire time since then. The property fronts onto the Belfast Common, and possesses redevelopment potential as affordable or workforce housing, or as an indoor market, restaurant, or event and conference center. This property may contain contamination from epoxies, paints, and solvents that used in production, in addition to the presence of hazardous building materials (lead paint, asbestos, and universal waste) and urban fill.

Penobscot McCrum freezing and cold storage facility (hazardous substances): this facility is currently in use, but not at its highest and best use and has been considered by several developers as a 50-room or greater hotel development, due to its central location and its proximity to the Belfast Harbor Walk (a waterfront pedestrian walkway). This property may contain contamination from its ammonia-based refrigeration system (it may still be causing contamination), hazardous building materials (lead paint, asbestos, and universal waste) and urban fill.

Penobscot McCrum processing facility (both hazardous substances and petroleum): this facility is currently in use, but not at its highest and best use, which would likely include affordable or workforce housing (it enjoys adjacency to both the Belfast Harbor Walk and the Passy Rail Trail, a non-motorized recreational trail) or as a site for expansion of the adjacent Front Street Shipyard. The property is perceived to contain contamination from its long industrial history which included fertilizer production and chicken processing (which often required chlorinated systems), its ammonia-based refrigeration system (it may still be causing contamination), hazardous building materials, potential former underground storage tanks (USTs), and urban fill.

Former Crosby School (both hazardous substances and petroleum): this historic structure, considered one of the jewels of the Belfast downtown, was closed as a school in the mid-1980's. The City was motivated to dispose of the property due to air quality concerns. The school was owned and operated by the National Theatre Workshop of the Handicapped until approximately 3 years ago when they effectively abandoned the building. This property has tremendous potential as disabled or elderly housing due to its handicapped-related improvements and its location within walking distance to essential downtown services, but it is currently stigmatized due to perceived contamination from faulty USTs, mold, and hazardous building materials.

City of Belfast public works facility (petroleum): while this property is currently in use, the City of Belfast is in the process of relocating its public works facility to another, larger site, which would free up this property for affordable or workforce housing, being in close proximity to essential services. This property may contain contamination from faulty USTs as well as motor oils and lubricants from vehicle repair and maintenance operations taking place there.

Consumers Fuel property (petroleum): this property is currently used as bulk fuel storage and a garage for this company's fuel trucks, but undoubtedly has a higher value as mixed-use space incorporating affordable or workforce housing and marine-dependent business operations that would take advantage of the property's waterfront access and adjacency to the Belfast Harbor Walk. This property may contain contamination due to its use up into the mid-20th century for the storage and transfer of petroleum-based fuels and other petroleum products.

Duval Auto Services (petroleum): this active automobile repair facility is located on a site that is now too small to operate efficiently as well as being adjacent to less-compatible uses. Ideally this operation would be relocated and the site could be then redeveloped as disabled or elderly housing, with its close proximity to essential services. The property is perceived to be contaminated due to its current use of motor oils and lubricants, as well as from potential faulty USTs.

As evidenced by our prior Phase II investigations conducted within the downtown-waterfront district, including the former Belfast Boatyard property, the Maskers' Theater property, the Front Street parking lot, the Front Street right-of-way (ROW), 40 Main Street, and the Home Supply Center property, these abandoned commercial and industrial

properties have typically left behind elevated levels of volatile organic carbon contamination in soils, groundwater, and soil vapor. Prior contaminants identified during previously investigations include a host of chlorinated solvents (40 Main Street); degreasers; coal tar and manufactured gas plan residuals (former coal gasification plant on the Home Supply Center property); gasoline (40 Main Street, former Belfast Boatyard property); fuel oil-related compounds (40 Main Street, Front Street parking lot); lead contamination (former Belfast Boatyard property, Maskers' Theater property); other heavy metals; polycyclic aromatic hydrocarbon contamination in soils (in particular benzo(a)pyrene) (former Belfast Boatyard property and Front Street ROW); comingled petroleum and hazardous substances; as well as asbestos, lead paint, and universal wastes in building materials (Masker's Theater property, Home Supply Center property).

Several of the investigation on these prior brownfields have also shown that contaminants are leaching contamination into the ground, groundwater, and into the surface waters of Penobscot Bay, Passagassawakeag River, Little River, Goose River, Warren Brook, and Upper Mason Pond waterways, via storm runoff and groundwater migration (Belfast's steep topography down to these waterways may also exacerbate these conditions), where it is potentially degrading water quality and habitats for fish and other animals. Belfast Reservoirs 1 and 2 are located along the Little River inside City limits, and many residents are served by private water wells, which may be or could be contaminated due to nearby brownfields (although they have not been fully investigated yet).

1.a.iv. Cumulative Environmental Issues: Communities in Maine, especially coastal ones such as Belfast, are known to possess levels of ozone pollution much higher than one might expect. Ozone is the primary ingredient in smog, causing and worsening respiratory problems including asthma in both adults and children, and is associated most often with urban areas that possess high numbers of automobiles, manufacturing facilities, and power plants. While these types of emitters are not found in relatively high numbers in Belfast itself, the location of coastal Maine relative to prevailing air currents causes higher ozone pollution levels, as these air currents efficiently transport ozone pollution here from western parts of Maine, as well as from the midwestern United States where it is initially generated by automobiles, manufacturing facilities, and power plants (coal-, oil-, and wood-fired).

Our most sensitive populations reside near these historic brownfields, as a result of affordable housing that was originally constructed, in many cases, over 100 years ago to house manufacturing and mill workers. Many of these structures are poorly constructed and contain mold, lead paint, asbestos, and unsafe building materials. In addition to the impacts associated with approximately 150 years of unrestricted waste discharges, where these people live and recreate, the population is affected by contaminated river and harbor sediments, naturally high arsenic in groundwater, and additional air pollution from heavy truck traffic along Interstate 95 and U.S. Routes 1 and 3, which bisect the City. Consumption of fish containing elevated levels of regulated contaminants including metals also compounds these impacts. Our youth frequently congregate in these abandoned buildings where they are exposed to discarded wastes, unsafe structures, and unhealthy building materials like lead paint and asbestos. In addition, multiple landfills with high methane emissions are very prominent throughout communities in Maine, including Belfast, adding to the overall cumulative environmental effects on our sensitive populations.

1.b. Impacts on Targeted Community: Brownfields have contributed negatively to the welfare of Belfast's downtown-waterfront district, where they have created slum and blighted areas, inviting vandalism and crime, and providing a disincentive for adjacent owners to maintain their own properties. By taking up space in the targeted community and limiting construction of affordable and workforce housing, brownfields have also contributed to the gradual emigration of lower-income adults to outlying communities which have lower property tax rates and housing prices; in 2011, there were 4,474 people who worked in Belfast but lived elsewhere (compared to 1,219 who lived in Belfast but who worked elsewhere). In Belfast, 68.3% of households are unable to afford a median-priced home, the highest rate of any community in Waldo County.

The downtown-waterfront district possesses three sensitive populations in higher percentages when compared to both the State of Maine and to the United States:

Sensitive Population	Belfast Downtown-Waterfront District ¹	Belfast	Maine	United States	Data Source
Adults Below the Poverty Level (18 years and older; civilian population)	26.7% (= 194.9% of United States)	22.8%	12.7%	13.7%	2010-2014 ACS ²
Elderly (65 years and older)	23.1% (= 168.6% of United States)	23.4%	17.0%	13.7%	2010-2014 ACS
Adults with a Disability (18 years and older; civilian population)	20.9% (= 140.3% of United States)	20.4%	18.3%	14.9%	2010-2014 ACS

¹The targeted community for this grant application is the City of Belfast’s downtown-waterfront district. The area encompassed by this district is essentially equivalent to the combination of census block groups 230270430003 and 230270430004. Statistical data from each of these two census block groups were combined (weighted by each group’s relative population) to derive data for the targeted community.

² ‘2010-2014 ACS’ refers to the 2010-2014 American Community Survey 5-Year Estimates, which represent the most current data that is available for all of the geographic units compared here.

As a high burden of environmental pollution is often borne by these sensitive populations, and as a high number of brownfields are located within the targeted community, the identified issues and types of contaminants previously noted regarding brownfields from prior Phase II investigations have exerted a disproportionate impact upon the sensitive populations located within the targeted community. This is corroborated by data showing that the City of Belfast (represented in all but one of the following statistics by Waldo County, which is typically the smallest geographical unit for which statistically valid health data is available) compares unfavorably to the State of Maine and the United States on multiple public health issues, ones that may be associated with exposure to hazardous substances (asbestos, lead paint, universal wastes), petroleum-based compounds, volatile chemical pollutants, or contaminants resulting from cumulative environmental conditions, including brownfields:

Statistic	Waldo County ¹	Maine	United States	Data Source
Adult Asthma (18 years and older; current)	10.3% (= 113.2% of United States)	10.0%	9.1%	2010 Behavioral Risk Factor Surveillance System
Child Asthma (0-17 years; current; 2006-2010)	9.8% (= 111.4% of United States)	8.9%	8.8% ²	2010 Behavioral Risk Factor Surveillance System
Cancer Incidence (all types; per 100,000; 2009-2011)	496.2 (= 103.7% of United States)	488.7	478.4 ³	Waldo County and Maine: Maine Cancer Registry, 1995-2011 NPCR-CSS submission; United States: Surveillance, Epidemiology and End Results, SEER 18 Research Data, November 2013 Sub (2000-2011)
Lung Cancer Incidence (per 100,000; 2009-2011)	85.4 (= 123.8% of United States)	74.0	69.0 ⁴	Waldo County and Maine: Maine Cancer Registry, 1995-2011 NPCR-CSS submission; United States: Surveillance, Epidemiology and End Results, SEER 18 Research Data, November 2013 Sub (2000-2011)
Low Birth-weight Infants (< 2,500 grams; out of live births; 2009)	9.7% (= 118.3% of United States)	6.3%	8.2%	Waldo County and Maine: Maine Department of Health and Human Services, Office of Data, Research and Vital Statistics; United States: Centers for Disease Control, National Center for Health Statistics Report, Volume 60, Number 1, “Births: Final Data for 2009.”
Statistic	Belfast	Maine	United States	Data Source
Children with Elevated Blood Lead Levels (0-< 3 years; ≥ 5 micrograms/decileter; 2009-2013)	5.8% (= 232.0% of United States)	3.8%	2.5% ⁵	Belfast and Maine: Environmental Public Health Tracking, Environmental and Occupational Health Programs, Center for Disease Control and Prevention, Department of Health and Human Services, State of Maine; United States: 2002-2010 U.S. National Health and Nutrition Examination Surveys

¹Waldo County (which is comprised of the City of Belfast and 25 other communities, with a population of 38,904 according to the 2010-2014 American Community Survey 5-Year Estimates, is typically the smallest geographical unit for which statistically valid health data is available.

²The data for the United States represents the average of the individual annual rates for each year from 2006 to 2010, while the data for Waldo County and Maine are aggregated data for the entire period of 2006 to 2010; this appeared to be the best approximation for this statistic given the available data.

³ The data for the United States is only for 2011, while the data for Waldo County and Maine are for 2009 to 2011.

⁴ The data for the United States is only for 2011, while the data for Waldo County and Maine are for 2009 to 2011. Lung cancer is the type of cancer that has the closest connection with environmental pollution.

⁵The data for the United States is the percentage of children out of the total population who are aged 1 to 5 only for 2010, while the data for Belfast and Maine is the percentage of children aged 0 to <3 years out of those children who are screened for elevated blood lead levels for the period of 2009 to 2013. Lead paint is the major remaining cause of lead poisoning, which is found most often in homes constructed prior to 1950 (which are very prevalent in Belfast’s downtown-waterfront district).

Making matters worse, the entire City of Belfast has been designated as a *medically underserved area*, having unique health service needs and a lack of access to specific health services (notably, the most frequent type of medical care that requires one to travel outside the area is cancer treatment). All three of these sensitive populations are ones that are disproportionately impacted by limited access to health care, and who more often live in substandard housing.

1.c.i. Economic Conditions: The City of Belfast is extremely limited in its ability to raise the funds to assess brownfields on its own, and therefore needs this Brownfields Assessment Grant. The City of Belfast's ability to raise funds has been dramatically reduced due to two significant factors: 1) the State of Maine reducing the revenue that it provides annually to the City of Belfast by nearly \$150,000 (a decrease of approximately 29%) between 2011 and 2015; and 2) over the same time period, the increase in Belfast's share of the annual budget for the regional school unit (which itself has suffered from reductions in state funding for education) has increased from to \$7.58 million to \$9.97 million, an increase of approximately 31%. Belfast residents pay a larger portion (more than 60%) of the school unit's budget than any other community (the next highest portion paid by a single community is only 15%), and approximately 60% of a Belfast resident's property tax bill goes just to the regional school unit, versus approximately 32% for the City of Belfast (the approximately remaining 8% goes to Waldo County).

Due to these factors, the City of Belfast has been under enormous pressure to keep its own budget flat in an attempt to avoid property tax rate increases. While it was able to avoid raising property tax rates during the period of 2009 to 2011, since then it has had to raise rates every single year; its current property tax rate sits nearly 24% higher than it was in 2011. In addition, all current tax revenues from the City's Downtown-Waterfront Tax Increment Financing District are committed to debt service on the construction of the *Belfast Harbor Walk* and the reconstruction of Front Street. Belfast's ability to raise funds is also limited by its rather small population (6,664) and the low incomes of its residents (the median household income is only 64.0% of that of the United States).

Finally, from 2007 to 2009, the City of Belfast, along with the rest of Waldo County, has been adversely affected from five separate natural disasters, which included severe storms, severe winter storms, flooding, inland and coastal flooding, and landslides. Another ice storm in December of 2013 caused approximately \$600,000 in damage to Belfast and to other communities in Waldo County. This series of natural disasters has caused significant community economic and environmental distress.

1.c.ii. Economic Effects of Brownfields: Brownfields have had a definitive economic effect upon Belfast's downtown-waterfront district, both during its past and also more recently. In the 1980's, the collapse of the poultry processing industry (which at one point generated \$80 million annually and employed nearly 2,000 people) left behind many abandoned facilities, a polluted bay, a dramatically reduced tax base, and an unemployment rate of 20%, transforming Belfast into a ghost town and Waldo County into New England's poorest county. With no longer any customers for its freight service, the poultry industry's collapse was also the death knell of the Belfast & Moosehead Lake Railroad that ran through the area. The closure of Stinson Seafood and its waterfront facility in 2001 resulted in the loss of another 140 jobs and a further erosion of the City's tax base, and completed the decline of the district, creating many nearly-abandoned areas that discouraged investment and maintenance in adjacent properties and depressed their values, attracted vandalism, reduced economic diversity, hindered business opportunities, and required monitoring by the City of Belfast. In 2011, the City took the significant step of giving slum and blight designations to two areas within the downtown-waterfront district.

Over the past decade, several of Belfast's employers have undergone recent layoffs, such as: Moss Inc., losing 50 jobs in June of 2009 and 25 more jobs in June of 2010; Primax losing 75 jobs in 2008; and most significantly, Bank of America, once Belfast's largest employer, drastically reducing its workforce from approximately 1,500 in 2011 to only 850 today (a reduction of nearly 50%).

In addition, according to the Maine Department of Labor, from 2000 to 2014, the average employment in manufacturing in the Belfast Labor Market Area (an area used for measuring employment data, consisting of Belfast and 18 other communities), experienced a significant (33.9%) decline, from 1,327 to 1,010. Many of the City's brownfields used to be the locations of this economic activity and a reminder of a rich industrial heritage, but have now since been abandoned, mothballed, and/or condemned. These brownfields have also discouraged the development of additional spaces for business development, which could potentially create additional job opportunities, especially for poverty-stricken adults.

2.a.i. Project Description: Belfast successfully completed a \$400,000 FY 2011 Brownfields (hazardous substances and petroleum; community-wide) Assessment Grant and a \$200,000 FY 2013 Brownfields (hazardous substances; community-wide) Assessment Grant. An inventory of over 50 potential brownfields in the City of Belfast (community-wide) was completed during the FY 2011 and FY 2013 assessment grants, including a mixture of hazardous substance (over 35 sites) and petroleum (over 15 sites) brownfields. To date, 14 hazardous substance and 5 petroleum sites were assessed between 2011 and 2015. This project and the new funding will continue to build upon those efforts in implementing a successful and sustainable comprehensive community-wide Brownfields Assessment Program. Our targeted community for this project is the City of Belfast's downtown-waterfront district, which was recently studied by the City of Belfast through its 2011 Downtown and Waterfront Master Plan.

The needs of the targeted community are related to sustainable and equitable development principles and also incorporate livability principles into their plans. Supporting these needs is a key objective, which is further exemplified in the attached letters of commitment from community organizations. Since November 2011, the City has completed an extensive public outreach campaign to further educate and integrate the community into the City's Brownfields Assessment Program and its vision for sustainable and economic revitalization of brownfields in the downtown-waterfront district. To reach out, educate, connect with the targeted communities, and help bring brownfields into the program, the City and its qualified environmental professional (QEP) conducted (and will continue to conduct) a multitude of public outreach activities including brochures and public meetings (which are further outlined under sections 3.a.i and 3.a.ii).

We have already identified six high-priority hazardous substance brownfields (the aforementioned Penobscot McCrum freezer and cold storage facility, Penobscot McCrum processing facility, and former Mathews Brothers building, along with the former Em Bee Cleaners building, the vacant Key Bank building, and the former Vincent's Restaurant) and four petroleum brownfields (the aforementioned City of Belfast public works facility, the Consumers Fuel property, and Duval Auto Service, along with a former gas station located in the driveway of the vacant Key Bank building) within the targeted community currently awaiting assessment funding; therefore, a significant cost savings may be realized for programmatic activities, public outreach, and inventory work during the next funding cycle, and the focus for this grant will be to conduct assessments and prepare these additional identified sites for future remediation. Another key objective is to target developers who can provide sustainable redevelopment, focused on technology, manufacturing, commercial retail, affordable housing, and creating full-time employment in the region. The overall goal of the program will be to support the remediation and reuse of the priority brownfields in order to revitalize the targeted community.

Belfast is requesting both hazardous substance (\$200,000) and petroleum (\$200,000) funding to continue our brownfields assessment to support cleanup and sustainable redevelopment. The program will be completed through four primary tasks: 1) cooperative agreement oversight, which includes program development and support, involving our Brownfields Selection Committee, managing the grant, and program reporting; 2) community outreach and engagement including coordination of public meetings, outreach education, stakeholder participation, updating the brownfields inventory, prioritization and site selection (including updating site nomination forms, site selection ranking forms, and access agreement forms); 3) Phase I and Phase II site assessment activities; and 4) site reuse and cleanup planning to ensure the sites are successfully redeveloped and returned to the tax rolls.

We will continue to work closely with our community organizations, the Brownfields Selection Committee, health agencies, the Maine Department of Environmental Protection (MEDEP), EPA and the public with regard to prioritizing and assessing identified brownfields. We will conduct community outreach and engagement activities, complete the Phase I and II environmental site assessments (ESAs), and conduct site reuse and cleanup planning related to targeted brownfields in the proposed downtown-waterfront district, in order to assist in the reduction of potential environmental hazards and redevelopment of these distressed, blighted, and otherwise underutilized properties. Site selection, assessment, and cleanup planning activities will be conducted in collaboration with municipal stakeholders to direct redevelopment consistent with the City's previously-adopted Comprehensive Plan, along with its Downtown and Waterfront Master Plan.

2.a.ii. Project Timing: Belfast successfully completed our FY 2011 and FY 2013 assessment grants on-time and on-budget. Belfast has already established a Brownfields Selection Committee and a Brownfields Cleanup Task Force and has notified City officials and community organizations in the targeted community. We will continue our community engagement, public outreach, and education, with the immediate preparation and distribution of a new educational brochure, a public meeting to get the word out, and publicizing the program on our website, our local government television network, and presentations at other community meetings. As further exemplified in our attached community organization letters of commitment, the Brownfields Selection Committee has included and will continue to include local officials, members of the business and economic development community, health agency representatives, and other stakeholders with interest in the environment and community. The Brownfields Selection Committee meets on a regular basis (up to weekly, based on program application volume), and has active meetings that are open and attended by the public.

Following EPA's approval of our workplan in summer 2016, we intend to hire a QEP in September 2016, utilizing pre-award funds, so that we are able to begin where we left off in 2015. Due to our previous assessment grants, we also have our internal program infrastructure already established including our Brownfields Selection Committee, specific property nomination forms (hazardous and petroleum), and access agreements, as well as our priority sites awaiting final approval by the Brownfields Selection Committee. Once approved, we anticipate the QEP performing Phase I ESAs on the first 2 priority brownfields by December 2016. Phase I ESAs on another 2 priority brownfields along with Site-Specific Quality Assurance Plans (SSQAPPs), Phase II ESAs, and cleanup planning including Analysis of Brownfields Cleanup

Alternatives (ABCAs) and Remedial Action Plans (RAPs) will be conducted on all four of these priority sites in 2017 as well. Eight additional Phase I ESAs and up to four Phase II ESAs with SSQAPPs, along with any necessary ABCA/RAPs, reuse planning, and additional community outreach meetings will take place in 2018 and 2019.

Belfast will also remain in contact with owners of these properties to track their cleanup and reuse progress and determine if additional assistance using this or other programs is necessary. Timely submittals of quarterly reports and EPA's Assessment, Cleanup and Redevelopment Exchange System (ACRES) online database will continue to be used as a means for tracking and measuring progress towards achieving expected outputs and outcomes including number of assessments completed, acres assessed, jobs created, and funding leveraged.

2.a.iii. Site Selection: Through our prior FY 2011 and FY 2013 assessment grants, Belfast has already established an existing inventory of brownfields throughout the community along with the aforementioned high-priority sites located within the targeted community. Since the completion of our prior assessment grants, we have maintained close contact with the property owners and interested developers of these brownfields, and are ready to begin assessment and reuse planning to facilitate cleanup and redevelopment.

The existing inventory will also be updated periodically through supplemental windshield surveys with our QEP, additional review of historical and environmental records, and soliciting nominations through our community organization partners and through our Brownfields Selection Committee. We have produced a formal site nomination Form that provides key site background information for the Brownfields Selection Committee, our QEP, EPA (for hazardous substance sites), and MEDEP (for petroleum sites) to determine if a site meets the EPA definition of a brownfield and is therefore eligible to participate in the program.

Using site selection ranking forms, the members of the Brownfields Selection Committee will evaluate and score each nominated site based on a set of 4 selection criteria: 1) social/community values (includes sub-criteria such as consistency with the City's growth strategy, connection to trails and pedestrian infrastructure; 2) economic/financial benefits (includes sub-criteria such as level of developer interest, job creation potential, ability to leverage additional funding); 3) environmental concerns/benefits (includes sub-criteria such as reduction of threats/risks to human health and the environment, reduction of toxicity, mobility, and volume of site contaminants); and 4) project feasibility/sustainability (includes sub-criteria such as reuse of existing infrastructure, potential for sustainable growth). Belfast and its QEP will then work to obtain written access agreements for each selected site; we have also prepared a site access agreement form.

2.b.i. Task Descriptions:

Task 1 - Cooperative Agreement Oversight: for each half of the grant, there is \$3,600 for personnel (City staff = 120 hours @ \$30/hour) and \$900 fringe (City staff; = 120 hours @ \$7.50/hour) for organizing and overseeing the program, and for subcontracting a QEP. For each half of the grant, there is \$4,500 for contractual (QEP; 45 hours @ \$100/hour) for tracking and reporting through quarterly reports and ACRES. For each half of the grant, there is \$2,500 for travel (= \$1,000 airfare + \$800 hotel + \$590 per diem + \$110 local mileage (200 miles @ \$0.55/mile)) for City staff to attend two EPA national brownfields conferences and EPA/MEDEP-training seminars, and \$750 for supplies in the form of photocopies, faxes, phone calls, handouts, and the preparation of contract documents.

Task 1 Outputs: 5 meetings with the Brownfields Selection Committee and the QEP on program oversight; 12 quarterly reports; ACRES input; and subcontracting a QEP for assessments and for assisting the Brownfields Selection Committee. Belfast will provide additional in-kind planning support at no cost to the grant.

Task 2 - Community Outreach and Engagement: for each half of the grant, there is \$2,400 for personnel (City staff; = 80 hours @ \$30/hour), \$600 fringe (City staff; = 80 hours @ \$7.50/hour), and \$3,200 for contractual (QEP; = 32 hours @ \$100/hour) for both City staff and the QEP to attend public outreach and education meetings, gather information, solicit input for the site selection process, update the community regarding assessment and cleanup activities and the redevelopment of sites, educate owners on the risks and benefits of the program, notify adjacent land owners and community organizations of assessment schedules, respond to community questions/comments, develop public service announcements and television segments, and respond to questions and comments from the community. Also, the following sub-tasks will be conducted primarily exclusively by the QEP: updating the existing site inventory, performing eligibility determinations, and preparing of 3 public outreach deliverables (such as brochures). For each half of the grant, there is also \$220 for travel (= 400 miles @ \$0.55/mile) for City staff to attend meetings and presentations, and \$750 for supplies in the form of photocopies, faxes, phone calls, and presentation handouts.

Task 2 Outputs: 2 public outreach meetings; up to 3 public outreach deliverables; at least one (1) public service announcement; at least one (1) television segment; up to twelve (12) site eligibility determinations; and an updated site

inventory. Belfast will provide additional in-kind economic development support to manage the Brownfields Assessment Program at no cost to the grant.

Task 3 - Phase I and Phase II Site Assessment Activities: for each half of the grant, there is \$1,800 for personnel (City staff; = 60 hours @ \$30/hour) and \$450 fringe (City staff; = 60 hours @ \$7.50/hour) for overseeing and coordinating the program and attending meetings. For each half of the grant, there is \$149,000 for contractual (QEP). For the hazardous substances half of the grant, the QEP will conduct 6 Phase I ESAs (6 Phase I ESAs @ \$3,500/Phase I ESA = \$21,000) and 4 Phase II ESAs (4 Phase II ESAs @ \$32,000/Phase II ESA = \$128,000. For the petroleum half of the grant, the QEP will perform 8 Phase I ESAs (8 Phase I ESAs @ \$3,000/Phase I ESA = \$24,000) and 5 Phase II ESAs (5 Phase II ESAs @ \$25,000/Phase II ESA = \$125,000). The QEP will also obtain access agreements from private property owners. Phase I ESAs will be prepared in accordance with ASTM 1527-13 and EPA’s AAI rule. A SSQAPP will also be completed as part of each Phase II ESAs (9 total). Upon completion of each Phase II ESA, one public meeting for each site will be held regarding the results of the Phase II investigations. For each half of the grant, there is also \$220 for travel (= 400 miles @ \$0.55/mile) for City staff to attend site visits, and \$350 for supplies in the form of photocopies, faxes, and phone calls.

Task 3 Outputs: 6 Phase I ESAs and 4 Phase II ESAs for hazardous substances sites; 8 Phase I ESAs and 5 Phase II ESAs for petroleum sites; 9 SSQAPPs; and one public meeting for each Phase II site. Belfast will also provide additional in-kind development support to manage the program at no cost to the grant.

Task 4 - Site Reuse and Cleanup Planning: for each half of the grant, there is \$3,600 for personnel (City staff ; = 120 hours @ \$30/hour) and \$900 for fringe (City staff; = 120 hours @ \$7.50/hour) for preparing for and attending one planning meeting with the QEP, MEDEP, and/or EPA for each site. For each half of the grant, there is \$24,000 for contractual (QEP). For the hazardous substances half of the grant, the QEP will conduct RAPs for 4 sites (4 RAPs @ \$2,000/RAP = \$8,000) and ABCAs for 4 sites (4 ABCAs @ \$4,000/ABCA = \$16,000). For the petroleum half of the grant, the QEP will conduct RAPs for 5 sites (5 RAPs @ \$2,000/RAP = \$10,000) and ABCAs for 5 sites (5 ABCAs @ \$2,800/ABCA = \$14,000). RAPs completed will be based on proposed reuse and planning scenarios and submitted to MEDEP’s Voluntary Response Action Program (VRAP). For each half of the grant, there is also \$260 for supplies in the form photocopies, faxes, and phone calls.

Task 4 Outputs: 4 RAPs and 4 ABCAs for hazardous substances sites and 5 RAPs and 5 ABCAs for petroleum sites, along with one public meeting after completing the RAP and the ABCA for each site.

2.b.ii. Budget Table:

Budget Category (Hazardous Substances)	Task 1: Cooperative Agreement Oversight	Task 2: Community Outreach and Engagement	Task 3: Phase I and Phase II Site Assessment Activities	Task 4: Site Reuse and Cleanup Planning	Total Cost
Personnel (City)	\$3,600	\$2,400	\$1,800	\$3,600	\$11,400
Fringe Benefits	\$900	\$600	\$450	\$900	\$2,850
Travel	\$2,500	\$220	\$220	\$0	\$2,940
Equipment	\$0	\$0	\$0	\$0	\$0
Supplies	\$750	\$750	\$350	\$260	\$2,110
Contractual	\$4,500	\$3,200	\$149,000	\$24,000	\$180,700
Subtotal	\$12,250	\$7,170	\$151,820	\$28,760	\$200,000
Budget Category (Petroleum)	Task 1: Cooperative Agreement Oversight	Task 2: Community Outreach and Engagement	Task 3: Phase I and Phase II Site Assessment Activities	Task 4: Site Reuse and Cleanup Planning	Total Cost
Personnel (City)	\$3,600	\$2,400	\$1,800	\$3,600	\$11,400
Fringe Benefits	\$900	\$600	\$450	\$900	\$2,850
Travel	\$2,500	\$220	\$220	\$0	\$2,940
Equipment	\$0	\$0	\$0	\$0	\$0
Supplies	\$750	\$750	\$350	\$260	\$2,110
Contractual	\$4,500	\$3,200	\$149,000	\$24,000	\$180,700
Subtotal	\$12,250	\$7,170	\$151,820	\$28,760	\$200,000
TOTAL	\$24,500	\$14,340	\$303,640	\$57,520	\$400,000

2.c. Ability to Leverage: If additional funds are needed to complete the assessment of brownfields, the City of Belfast will apply to one or more of the following funding sources: 1) MEDEP’s Municipal Brownfields Site Assessment Program; and 2) Eastern Maine Development Corporation’s Brownfields Assessment Program.

If funds are needed to facilitate the remediation of assessed brownfields, the City of Belfast will apply to one or more of the following funding sources: 1) Maine Department of Economic and Community Development’s (MEDECD’s) Brownfields Revolving Loan Fund (for brownfields owned by municipalities or non-profits, grants of up to \$200,000; for brownfields owned by private entities, low-interest loans with no maximum amount); and 2) MEDEP’s Municipal Brownfields Remedial Program (for brownfields owned by municipalities or non-profits, grants of up to \$50,000).

In addition, the City of Belfast has recently secured funding and has built (or will soon build) several pieces of infrastructure in the downtown-waterfront district that will support the successful revitalization of a number of proximal brownfields (including the Consumers Fuel property, the Penobscot McCrum processing and freezing facilities, and the former Mathews Brothers building). (*Documentation of these committed leveraged funds is included as Attachment C.*)

The *Belfast Harbor Walk*, a 0.7-mile, \$1.8 million pedestrian waterfront walkway constructed in 2013, was funded by the following sources: a \$800,000 City general obligation capital improvement bond; a \$450,000 Federal Highway Authority/Maine Department of Transportation Sustainable Community Grant; a \$400,000 Communities for Maine’s Future Grant; and a \$150,000 Community Development Block Grant Community Enterprise Grant. A downtown revitalization project focused on improving infrastructure, streetscapes, and parking along Cross, Miller, and Spring Streets was completed in the fall of 2015; this \$950,000 project was funded by a combination of a \$500,000 Community Development Block Grant Downtown Revitalization Grant and \$530,000 in City funds. Construction has begun on the *Passy Rail Trail*, a 2.2-mile non-motorized recreational trail with an estimated cost of \$800,000. The City of Belfast has already expended \$200,000 of its own funds for the purchase of the rail line, and it has secured a \$35,000 Recreational Trail Program grant from the Maine Department of Agriculture, Conservation and Forestry towards this project.

Going forward, the City of Belfast, in partnership with the Belfast Water District, has secured a \$1.9 million grant from the U.S. Department of Commerce Economic Development Administration to pay for half of the estimated \$3.8 million cost for the reconstruction, realignment, and enhancement of the majority of Front Street. The City of Belfast is expected to contribute approximately \$1,385,000 of its own funds towards this project, which is expected to be completed in 2016.

3.a.i. Community Involvement Plan: Belfast has already established an aggressive, multipronged community involvement plan for its Brownfields Assessment Program, to promote it, respond to concerns, and disseminate results. The City will continue its current plan, enhance some of its current activities, and add new activities, to meet our community’s needs and better reach its sensitive populations that are disproportionately affected by brownfields. We have also amended our existing program to add new members to the Brownfields Selection Committee and this committee will continue to ensure community interests are understood and incorporated into cleanup and redevelopment plans. Outreach and input from the public will be conducted with active assistance from Belfast’s partner community organizations (COs) and members of the Brownfields Selection Committee. Many of these activities have been done, and will continue to be done, with the assistance of its partner COs:

Current Activities	Description and Accomplishments
Brownfields Selection Committee	Committee includes City staff, CO representatives, and interested citizens; meetings are open to the public; has developed site selection criteria, site selection process, and a site nomination form; meets to evaluate site nomination forms, discuss assessment results, and develop outreach strategies. Agendas and minutes of the committee meetings are produced.
Brochures	2 brochures have been developed: a general program brochure that is periodically updated and a public informational meeting brochure. Partner COs keep program brochures at their own offices. An additional brochure specifically for lending institutions and real estate developers will be produced.
Television	Belfast Community Television has produced three segments discussing details of the Brownfields Assessment Program (also available online), and the local government channel runs ongoing public service announcements with program information, preceding and/or following City Council meetings.
Public Meetings	City and its Qualified Environmental Professional (QEP) have held a public information meeting, and have presented to the Belfast City Council on multiple occasions (whose meetings are televised), the Belfast Area Chamber of Commerce, Our Town Belfast, and the MidCoast Board of Realtors, to promote the program and to provide progress updates after the assessment and remedial planning phases. Meetings are often hosted by partner COs and are held outside of regular hours to allow the working public to attend.
Website	City’s website has a portion dedicated to the program (www.cityofbelfast.org/brownfields) that contains detailed information on the City’s Brownfields Assessment Program, as well as site-specific information. Partner COs also have information on their websites and/or links to the City’s website. A map of assessed brownfields will be added.
Information Repository	City’s Economic Development Office keeps hard copies of all program-related documents for review by the public and electronic copies of most brownfields-related materials are also posted on the website.

Current Activities	Description and Accomplishments
News Releases	News releases announcing the grant award and the public information meeting were distributed to a wide variety of media outlets throughout Maine, which generated subsequent articles in local newspapers (<i>Bangor Daily News</i> and the <i>Republican Journal</i>).
Social Media	The City of Belfast, the Belfast Area Chamber of Commerce, and Our Town Belfast have heavily promoted the program via their facebook pages.
E-mail, E-newsletters	The City and several partner COs have distributed program information through their own e-mail networks and e-newsletters, including groups of property owners and real estate professionals.
Downtown and Waterfront Master Plan	The City of Belfast has completed a Downtown and Waterfront Master Plan process, which has included broad stakeholder participation (approximately 90 participants, mostly downtown and local business owners), and has included discussions of Brownfield redevelopment opportunities in this target area.

3.a.ii. Communicating Progress: Public meetings will be held throughout the performance of the grant period. Specifically, 2 public educational meetings will be held as part of the community outreach and engagement task; 10 public meetings will be held with the Brownfields Selection Committee during the brownfields prioritization and selection phase; and one public meeting will be held during the completion of the proposed Phase II ESAs (a total of eight to twelve proposed sites during this project) in order to communicate the progress of the assessment work, inform residents/nearby businesses, and brainstorm potential reuse options. We will hold public meetings at Belfast City Hall and overall progress and results will be shared with the community, while we seek community feedback. Prior to the meetings, we will communicate with respective owners, COs, Brownfields Selection Committee members, and City officials to determine the most effective means of conducting the meeting. Additional meetings will be held, as necessary, during additional phases of work including cleanup and reuse planning. Belfast will maintain a repository of reports, comments, and associated documents.

As the program progresses, outreach efforts on each phase will include web and social media site updates by Belfast and COs, public access television coverage, local public meeting advertisements, neighborhood surveys in combination with program/site information flyers, newspaper press releases, respective municipal, Belfast, and CO e-newsletters and facebook pages. Our partner health agencies will also share our communications on project progress and seek feedback from their target groups (low-income adults, adults with disabilities, and the elderly).

The use of television, door-to-door visits, and flyers represent a special focus by the City to involve one of the most sensitive populations, the elderly, recognizing that computer-based methods of communication do not work as effectively as with other segments of the population. One-on-one meetings will be also conducted for other sensitive populations to ensure potential impacts are quickly communicated directly to those at risk. We anticipate that many communication means will be necessary to reach all groups.

While 98.6% of the households in the downtown-waterfront district are ‘English only’, or if they speak languages other than English, they are not a ‘limited English speaking household’ (according to the 2010-2014 American Community Survey 5-Year Estimates), the City will accommodate those who speak languages other than English and/or may have hearing/reading impairments (such as the elderly and adults with disabilities, by translating documents, and by providing translators, document reading services, and access to assistive technologies such as teletypewriter relay services.

3.b.i. Local/State/Tribal Environmental Authority: Through its previously-established Brownfields Assessment Program (as well through as its current Brownfields Cleanup Grant), the City of Belfast has already developed a strong working partnership with the Maine Department of Environmental Protection (MEDEP); MEDEP will be the City of Belfast’s partner throughout the brownfields assessment, cleanup, and redevelopment processes and will continue to work with the City of Belfast’s Brownfields Selection Committee. Through participation in the MEDEP Voluntary Response Action Program (VRAP), owners will obtain a VRAP *No Action Assurance Letter* or *Certificate of Completion*, which provides liability protections from state enforcement actions, provided the sites are assessed and cleaned up in accordance with the MEDEP regulatory requirements. The MEDEP VRAP program also facilitates the establishment of activity and use limitations in accordance with Maine’s Uniform Environmental Covenants Act, including the long-term monitoring of contaminants, maintenance imposed on future property owners, and institutional controls.

The MEDEP personnel were significantly involved in the City’s Brownfields Assessment Program, assisting with, participating in, and/or reviewing petroleum site eligibility determinations, investigation work plans, remedial action approaches, Phase I and Phase II environmental site assessments, quality assurance project plans, cleanup plans, health and safety plans, and providing input and guidance regarding the liability protections offered as part of the VRAP. This involvement will continue to ensure that the proposed cleanups during redevelopment will be completed in a long-term, sustainable manner. Through this collaboration, MEDEP staff are very familiar with the City of Belfast, the EPA, and

their respective personnel, having met with them on an ongoing basis to discuss the status and the development of the City's Brownfields Assessment program and its Brownfields Cleanup Grant, as well as having participated in many Brownfields Selection Committee Brownfields Cleanup Task Force meetings.

3.b.ii. Other Governmental Partnerships: Over the past 5 years, the City of Belfast has secured 3 EPA Brownfields Grants (2 community-wide assessment grants and 1 cleanup grant), in the process cultivating a strong partnership with EPA New England. EPA's Project Officer AmyJean McKeown has worked closely with City personnel, its QEP, MEDEP, as well as the City's Brownfields Selection Committee and its Brownfields Cleanup Task Force on the implementation and management for each of these 3 grants.

The City will also partner with relevant health agencies that are positioned at the state (Maine Center for Disease Control and Prevention, (MECDC)), county (Coastal Healthcare Alliance, Healthy Waldo County), and local (Belfast Public Health Nursing) levels. Many of these City-agency partnerships have already been established in the course of implementing the Belfast's Brownfields Assessment Program and its Brownfields Cleanup Grant.

The MECDC's Midcoast District Public Health Liaison, will function as an important link between the City of Belfast and the MECDC; if issues were raised regarding contamination or if additional information were needed, he would efficiently connect with the appropriate MECDC staff to address those issues and obtain that information. In addition, the MECDC's Division of Environmental Health's Environmental and Occupational Health Programs will provide public health expertise in the form of extensive and easily accessible environmental public health data.

The Coastal Healthcare Alliance's Director for Community Health and Wellness as well as its Population Health Manager will be kept informed regarding the scope and timeframe for all assessment work that will take place under this program. Healthy Waldo County could assist with site-specific contaminant risk assessments, evaluate health impacts, identify high-risk receptors, and provide information regarding known health risks and sensitive populations in Belfast to further define local and regional health impacts of brownfields and to identify and reduce threats to human health and to the environment. Results of assessments will be incorporated into future reports on the health of the City of Belfast.

The Belfast Public Health Nurse and members of Healthy Waldo County's Advisory Board will play a pivotal role in this project by serving as key local health contacts for the public regarding this program; were there members of the public expressing concerns regarding health impacts, they would be well-positioned to effectively and directly address those concerns with accurate information.

In addition, the City of Belfast may apply to (as it has done previously) to Maine Department of Economic and Community Development's (MEDECD's) Brownfield Revolving Loan Fund for funding to cleanup assessed brownfields. Also, the City of Belfast has an existing partnership with the Economic Development Administration and is currently working closely with that agency on the reconstruction of Front Street, an estimated \$3.8 million project that is scheduled for 2016.

3.c.i. Community Organization Description & Role: The City of Belfast has assembled an impressive coalition of COs who will be involved in this project in both its planning and in its implementation; all of these organizations have been involved with one or more of the City's previous brownfields assessment and cleanup grants:

Belfast Area Chamber of Commerce (BACC): the BACC's purpose is to stimulate, promote, advance, and perpetuate the Belfast area's professional, business, commercial, manufacturing, and economic interests. Its role will be to: disseminate information regarding the Brownfields Assessment Program via its website and e-newsletter; discuss the program at a future *Business After Hours* event and a Board of Directors meeting; and provide a representative to serve on the Brownfields Selection Committee.

Coastal Enterprises, Inc. (CEI): CEI's mission is to help create economically- and environmentally-healthy communities in which all people, especially adults below the poverty level, can reach their full potential, by providing financing and support for job-creating small businesses, natural resources industries, community facilities, and affordable workforce housing. Its role will be to: provide a representative to serve on the Brownfields Selection Committee; distribute information regarding the Brownfields Assessment Program via their e-newsletter and their business development network of counselors, advisors, and lenders; provide \$125.00 to cover informational meeting expenses; offer technical assistance regarding redevelopment planning and financing.

Our Town Belfast (OTB): OTB's mission is to support vibrancy and build community in Belfast's historic downtown, making it a better place to live, work, and play. OTB is particularly interested in quality downtown housing, the revitalization of vacant lots and buildings in disrepair and the development of additional spaces for commercial activity and associated job creation. Its role will be to: provide information regarding the Brownfields Assessment Program via

their facebook page and e-newsletter; provide a representative to serve on the Brownfields Selection Committee; and host at least two public meetings regarding the program.

Volunteers of America (VOA): VOA works with elderly and adults in poverty, operating an elderly housing facility and a reentry center for men returning from prison in Belfast, and is interested in developing additional elderly housing. VOA's role will be to: host at least one public meeting regarding the Brownfields Assessment Program; provide a representative to serve on the Brownfields Selection Committee; and distribute information regarding the program via e-mail, social media, their website, and flyers.

Waldo Community Action Partners (WCAP): WCAP's mission is to create opportunities for people to improve their quality of life; the vast majority of their clients are near the federal poverty line, 27% of them are elderly, and 14% of them have disabilities. Its role will be to: host up to two public meetings regarding the Brownfields Assessment Program; post information regarding the program in their Belfast office; distribute information regarding the program electronically; and provide a representative to serve on the Brownfields Selection Committee.

3.c.ii. Letters of Commitment: Community organization letters of commitment are included as *Attachment D*.

4.a.i. Health and/or Welfare Benefits: Threats to human health and the environment will be identified/posted, which will decrease the exposure potential. Our project partners and community organizations discussed above will provide education to the at risk parties to reduce their exposure. Reducing exposure will decrease adverse health impacts including cancer, asthma, lead exposure, and various ailments attributed to inhalation, dermal contact, and ingestion of contaminated media (soil, dust, air, and water) previously identified.

Other health benefits include physical and psychological as a result of increased opportunities for outside recreation and exercise. These sites contribute to the blighted nature of the downtowns and waterways. This grant will focus on abandoned gas stations, abandoned, or underutilized industrial/commercial facilities, and aging and potentially contaminated educational infrastructure. Specifically, assessment and cleanup at the Penobscot McCrum and Mathews Brothers facilities will lead to reduction in hazardous substances released and facilitate property transfer, revitalization, and creation of new well-paying jobs for local residents, many of which are from low income populations. The former Crosby School could be assessed for hazardous building materials and mold, due to their age and construction. This school combined to serve over 500 children, and assessment is the first step in eventually cleaning up this building in order to pave the way for redevelopment for much needed affordable housing in the City. Other former gas stations and industrial sites along the waterfront, one of the City's greatest assets, would be assessed and cleaned up in an effort to reduce potential impacts of vapors from gasoline or chlorinated solvents and protect/restore the natural water resources from further impacts from migrating contaminants in groundwater or surface water runoff. These health benefits would likely include a reduction of cancer rates, respiratory illnesses (e.g., asthma), and long-term exposure to lead.

The eventual revitalization of brownfields assessed under this grant will generate mutually-reinforcing benefits for the welfare of Belfast, including: a reduction in slum and blight, which will reduce vandalism and crime and motivate adjacent property owners to maintain and improve their own properties; encouraging more people to visit Belfast, some of them ultimately relocating here; encouraging lower-income adults to move back from outlying communities, as more affordable and workforce housing is constructed; and an overall better quality of life for all Belfast residents.

4.a.ii. Environmental Benefits: It is expected that contaminants will be discovered and delineated with the sediments of the nearby surface water bodies, in groundwater which serves as drinking water sources for private and public water supply wells, in the dust and soil that surround many of the brownfields, and in old building materials that pose exposure risks to workers, residents, and children. Another primary environmental benefit is the protection of drinking water sources, groundwater, and surface waters from petroleum and hazardous substance releases. Identification of pollutants, pathways, and environmental receptors and subsequent clean-up will reduce contamination of air, surface and ground waters, and soils. It is anticipated that assessment and cleanup planning of the 12 targeted brownfields in this proposal will lead to cleanup and revitalization of at least 25 acres of impacted land within the targeted community of the downtown-waterfront district.

4.b.i. Policies, Planning, and Other Tools: The City of Belfast will use the following tools to foster and implement sustainable development outcomes for sites addressed with this grant:

Zoning: the vast majority of the downtown-waterfront district's brownfields are found within three zoning districts, all of which embrace mixed-use development. In the downtown commercial district the City has no minimum structure setback requirement, allows 100% lot coverage, and typically does not require on-site parking; a policy which is key to encouraging residential units on the upper floors of stores and offices. In the waterfront mixed use 1 and 2 zoning districts, a small area which includes the City's entire working waterfront, City policies foster uses which are water-

dependent and allow for public access to the water. City ordinances often rely on contract rezoning as an approach that allows City standards to respect the unique characteristics of each property and development.

Master planning: the City's 2011 Downtown and Waterfront Master Plan includes many recommendations that incorporate goals associated with sustainable development, including:

Mixed-use development: ensure ordinances recognize opportunities for mixed-use development at the former Crosby School, including the potential use of contract zoning; allow mixed-use development in the downtown and waterfront area, particularly the use of upper floors for residential development, by continuing the current standard of eliminating the need for onsite parking for most areas in the downtown; and ensure current zoning offers flexibility to encourage reuse of larger buildings located in or near the downtown area and in a protected residential zoning district for housing or a mixed-use project that includes housing.

Energy efficiency: pursue opportunities to make Belfast a model community for energy efficiency; support green redevelopment of existing downtown structures; and install LED lighting for new street lighting and as replacement for current street lighting.

Walkability: encourage greater pedestrian connectivity between the downtown and major employers and public facilities and institutions near the U.S. Route 1 bypass; encourage pedestrian access between the downtown-waterfront and Belfast's rural areas through construction of the Passy Rail Trail; consider options to enhance pedestrian and bicycle use during any major road reconstruction; and address connectivity for pedestrians and cyclist by constructing the Belfast Harbor Walk.

Renewable energy on brownfields: by December 31st, 2015 the City of Belfast will complete construction of a 115 kilowatt solar farm upon the top of its closed landfill, the first of its kind in the State of Maine. Once constructed, it will generate enough electricity to offset approximately 15% of the City's electrical usage.

Procurement: the City of Belfast will utilize green and sustainable remediation techniques. The City and their QEP will incorporate EPA Region 1's *Green and Sustainable Remediation (GSR) Guidance Document and Green Policy for Contaminated Sites* into the bidding documents for the remediation of any municipally-owned brownfields.

4.b.ii. Integrating Equitable Development or Livability Principles: The City of Belfast's approach to addressing and revitalizing brownfield sites will incorporate the following 2 HUD-DOT-EPA Livability Principles:

Provide more transportation choices: the City of Belfast has invested significant resources in trail development projects such as the Belfast Harbor Walk and the Passy Rail Trail, and will encourage the redevelopment of brownfields that are located in close proximity to these trails, in order to increase the walkability and bikeability of not only Belfast's downtown-waterfront district, but also to help connect that district to adjacent areas. This will allow more people to use their automobiles less frequently for travel between their homes, workplaces, and essential services, resulting in decreased household transportation costs, reduced dependence on foreign oil, improved air quality, reduced greenhouse gas emissions, and promoted public health.

Promote equitable, affordable housing: the City of Belfast will encourage many of its downtown-waterfront brownfields to be redeveloped as energy-efficient housing (affordable, workforce, disabled, or elderly housing). The City has put policies in place to help ensure the creation of affordable housing, such as: adopting rural affordable housing development standards to encourage this type of development; adopting planned unit development standards that grant flexibility in density, lot sizes, structure setbacks, road construction, and utility services; approving elderly housing and congregate care provisions in the City Ordinance, allowing the City to waive density standards; having zoning districts that allow for mixed-use development; and allowing elderly and multi-family housing in all zoning districts that have public services. The City of Belfast recognizes that gentrification has been taking place, and is interested, in minimizing future displacement of those individuals who cannot afford quality housing, and hopes to ensure a mix of housing types across a range of incomes through these policies. This housing could benefit not only Belfast's sensitive populations, but all ages, incomes, races, and ethnicities that reside in Belfast. Housing that is located within walking distance of workplaces and essential services will both increase the mobility of their residents but also lower their combined costs of housing and transportation.

4.c.i. Economic or Other Benefits: The revitalization of brownfields assessed under this grant will also produce a multitude of economic benefits, as in the following examples:

Penobscot McCrum processing facility: Front Street Shipyard, a world-class shipyard established in 2010, has already reached the limits of the former Stinson Seafood property that it acquired in early 2011, and needs to expand further to be able to accommodate additional buildings and equipment and meet market demands; it has just entered into a joint venture

with a Norwegian company to build high-speed carbon fiber ferries. By acquiring and expanding into this adjacent site, Front Street Shipyard will be able to add up to 100 new quality boatbuilding and servicing jobs over the next 18 months (representing an additional \$4 million in annual payroll), generating an additional \$100,000 in annual revenues for the City's Downtown-Waterfront Tax Increment Financing District (assuming \$5 million in increased property values), as well as indirect economic benefits in the form of purchasing goods and services from Belfast vendors, and additional spending in downtown Belfast businesses by ship owners, captains, and crews (typically \$10,000's per ship) and shipyard employees. If Front Street Shipyard were to acquire the Penobscot McCrum processing facility, it may in turn encourage that business to relocate to the nearby Belfast Airport Business Park, where it would have enhanced wastewater capabilities, transportation access, and sufficient area for expansion, generating additional property tax revenue, allowing that business to retain its own 130 employees, and to potentially expand.

Penobscot McCrum freezing and cold storage facility, former Mathews Brothers building, and Consumers Fuels property: these three properties, along with two other adjacent brownfields (a vacant parcel and a former restaurant) form a cluster of brownfields that are situated in the ideal location for a new 50-room (or greater) hotel development (another recommendation from the City's Downtown and Waterfront Master Plan). This would have both direct economic benefits, in the form of 15 new full-time hospitality jobs and approximately \$8 million of increased property value (generating \$160,000 annually for the City's Downtown-Waterfront Tax Increment Financing District), as well as indirect economic benefits, by encouraging more tourists to visit Belfast more frequently, during more months throughout the year, and for longer periods of time, stimulating the local economy through increased sales at downtown businesses, leading to increased incomes, income taxes, and sales taxes. Adjacent to this new hotel would be the logical location for a community/performance-event/conference center (an estimated \$4 to \$7 million investment), which would be a unique facility in this region that would generate a potential annual economic impact of \$3 million. Improvements in this cluster of brownfields would also motivate adjacent owners to maintain their properties, increase property values, and lead to area-wide echo development in the downtown.

The revitalization of brownfields assessed under this grant will also produce non-economic benefits, as in the following examples:

Former Crosby School: more than one nonprofit housing development entity has expressed significant interest during the past 12 months in redeveloping the former school into approximately 30 units of elderly or disabled housing. The property is well-suited for this reuse, due to handicapped-related improvements made by its current owner (elevators, bathrooms) and its location in close proximity (less than 1 mile) to Waldo County General Hospital and within walking distance to essential services located in the downtown. (Potential developers could include identified Community Organizations such as Volunteers of America and Waldo Community Action Partners; both of whom have been previously involved to some degree in housing projects in Belfast.)

City of Belfast public works facility: once the City has relocated its public works facility to a more suitable site, it will aggressively pursue a nonprofit housing development entity to construct affordable or workforce housing of at least 40 units on this 1.5 acre site that is in close proximity to Belfast's major employers (athenahealth, Bank of America, Ducktrap River of Maine). (Potential developers could include Coastal Enterprises, Inc., one of our identified community organizations, which has been previously involved in housing projects in Belfast.)

4.c.ii. Job Creation Potential: Partnerships with Workforce Development Programs: The City of Belfast promotes local hiring and procurement through a policy whereby if a local business bids within 5% of a non-local firm that has bid the lowest, the City will allow that local firm to win the bid in question, provided they match that non-local firm's bid. The City of Belfast will also link members of the community to potential employment opportunities in brownfields assessment, cleanup, and redevelopment related to our proposed project by directing firms to post all job openings on the Maine CareerCenter's *Maine Job Bank*.

Although there does not currently exist any EPA Environmental Workforce Development and Job Training Grants in the State of Maine, the City of Belfast will connect firms unable to find sufficient numbers of qualified workers with the Maine Community College System's *Maine Quality Centers* program, which provides free, customizable pre- and post-hire training (including industry certifications) that can be delivered either on campus or at a worksite. The City will also connect firms with the Maine Labor Group on Health, Inc., an organization that provides asbestos abatement training and hazardous materials training, the first EPA full service-approved provider of asbestos training in northern New England.

Additionally, the City of Belfast will look to partner with MLGH in applying for an EPA Environmental Workforce Development and Job Training Grant in the future to expand their training and certification programs, to further support brownfields assessment and cleanup activities around the State of Maine.

5.a. Programmatic Capability: This project and grant will be directly managed by the current director of the City of Belfast's Brownfields Assessment Program, Belfast Economic Development Director Thomas Kittredge. Mr. Kittredge, a graduate of Yale University and The Johns Hopkins University, has secured and managed \$2.2 million in EPA Brownfields Assessment and Cleanup Grants during his career. Mr. Kittredge will be supported by the City's Brownfields Selection Committee, which has been helping Mr. Kittredge to oversee the City's Brownfields Assessment Program since 2011, when the City of Belfast received its first EPA Brownfields Assessment Grant, and which will be augmented with the addition of new representatives from all of the abovementioned Community Organizations. Gordon Fuller, a former Project Manager and Oil and Hazardous Material Specialist with MEDEP's Brownfields and VRAP Programs, who was with that agency for 35 years and lives nearby, will also be a key member of this committee, due to his extensive environmental expertise.

Sadie Lloyd, Belfast's Assistant City Planner and another member of the Brownfields Selection Committee, would direct the program, were turnover to occur. Ms. Lloyd is a graduate of Lesley University and the Muskie School of Public Service at the University of Southern Maine. For legal assistance regarding access agreements, the City will utilize City Attorney William Kelly. Mr. Kelly has a Bachelors of Arts from Tufts University and a Juris Doctor from the New England School of Law. He has practiced municipal law since 1990, along with general practice areas and extensive trial experience. He is admitted to practice in Maine, The United States District Court, The United States Tax Court, The Court of Federal Claims, and The Supreme Court of the United States.

Additional expertise and resources, such as a qualified environmental professional to carry out environmental work, will be selected via a fair and competitive process (a Request for Qualifications/Proposals, with interviews) that will be overseen by Mr. Kittredge and members of the Brownfields Selection Committee. Finally, if staff turnover should occur during the course of this project and grant, the City of Belfast has an in-house human resources working group that can efficiently find new staff to maintain momentum within City projects.

5.b. Audit Findings: The City of Belfast has never received an adverse audit finding with regards to a federal or a non-federal assistance agreement (grant).

5.c.i.1. Compliance with Grant Requirements (Currently or Has Ever Received an EPA Brownfields Grant):

Belfast successfully completed a \$400,000 FY 2011 Brownfields Assessment Grant (hazardous substances and petroleum; community-wide) and a \$200,000 FY 2013 Brownfields Assessment Grant (hazardous substances; community-wide). These assessment grants were completed ahead of schedule, have been fully expended and drawn down 100%, and are currently being properly closed out with EPA. Belfast had an approved workplan and cooperative agreement with EPA and maintained full compliance with its schedule, terms, and conditions throughout both assessment grant periods. All required quarterly reports, ACRES updates, and financial status reports were also completed in a timely manner; Belfast made great progress towards achieving and exceeding the expected results of the two prior assessment grants and is eager to continue its past success with new funding. The City of Belfast is also currently managing a \$200,000 FY 2014 Brownfields Cleanup Grant (hazardous substances; site-specific; for the former Maskers' Theater property). The project period for this grant is 10/01/2014 to 09/30/2017, has a current remaining balance of \$122,390.77, and the City of Belfast is planning to expend the remaining funds in a timely manner by late 2016 with completion of the final cleanup phase (soil remediation).

5.c.i.2. Accomplishments (Currently or Has Ever Received an EPA Brownfields Grant): Since November 2011, the City of Belfast has completed a very successful brownfields public outreach program and has compiled an extensive inventory of brownfields. During the FY 2011 and FY 2013 grants, Belfast successfully entered a total of 19 sites into its Brownfields Assessment Program and completed 20 Phase I ESAs (including one update) and 12 Phase II ESAs. In addition, cleanup planning including Analysis of Brownfields Cleanup Alternatives (ABCAs) and Remedial Action Plans (RAPs) were developed for 9 of these Phase II sites. The assessment work completed to date has led to supplemental cleanup, leveraged funding, and community benefits, such as increased taxes, job creation, and property redevelopment. For example, the assessment work completed on the two former Belfast Boatyard sites, facilitated the transfer of these properties to the Front Street Shipyard to further expand shipyard operations, creating more jobs, investment, and property tax revenue.

Final assessment and/or cleanup activities are currently being conducted at several brownfields and the results of our current program have been presented in timely EPA quarterly reporting and ACRES online database. Furthermore, the City has already received MEDEP VRAP *No Further Action Assurance* or *No Action Assurance* letters for 8 sites and are currently working on final cleanup planning for 2 other sites. The City has also secured a \$200,000 EPA Brownfields Cleanup Grant along with a \$45,000 petroleum subgrant from MEDECD's Brownfields Cleanup Revolving Loan Fund for the Maskers' Theater property.

THRESHOLD CRITERIA FOR ASSESSMENT GRANTS

1. APPLICANT ELIGIBILITY

The City of Belfast, Maine is a general purpose unit of local government.

2. LETTER FROM STATE ENVIRONMENTAL AUTHORITY

A letter from the Maine Department of Environmental Protection acknowledging that the City of Belfast plans to conduct site assessments and is applying for federal Brownfields grant funds, for both hazardous materials and petroleum-only brownfields within Belfast (community-wide) is included as *Attachment B*.

3. COMMUNITY INVOLVEMENT

The City of Belfast plans to continue (but also enhance) its current plan to inform and involve its sensitive populations, the community-at-large, and other stakeholders during the planning, implementation, and other brownfield assessment activities that we have described in our proposal.

The City of Belfast's current community involvement plan is an aggressive, multipronged one that is assisted by our partner community organizations, designed to promote the City of Belfast's Brownfields Assessment Program, respond to concerns, and disseminate results. Activities that are part of this plan include: Brownfields Selection Committee meetings; brochures, public service announcements, television segments, public meetings, websites, an information repository, news releases, social media, e-mail, and e-newsletters.

4. SITE ELIGIBILITY AND PROPERTY OWNERSHIP ELIGIBILITY (SITESPECIFIC PROPOSALS ONLY)

Belfast is submitting a community-wide assessment proposal; therefore, a site-specific eligibility or ownership eligibility determination is not required for this grant submittal.



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION



PAUL R. LEPAGE
GOVERNOR

AVERY T. DAY
ACTING COMMISSIONER

December 8, 2015

Mr. Frank Gardner
EPA Region 1
5 Post Office Square
Suite 100, Mailcode: OSRR7-2
Boston, Massachusetts 02109-3912

Dear Mr. Gardner:

The Maine Department of Environmental Protection's ("Department") Bureau of Remediation and Waste Management acknowledges that the City of Belfast plans to conduct site assessments and is applying for federal Brownfields grant funds.

Thomas Kittredge of the city has developed applications requesting federal Brownfields Site Assessment Grant funding for hazardous materials and petroleum only Brownfields within Belfast (community wide).

If the City of Belfast receives funding, the Department will assign project management staff to conduct eligibility determinations and provide review and comment on all assessments, workplans, Quality Assurance Plans, and Health and Safety Plans. For sites where cleanup is pursued, the Department's Voluntary Response Action Program ("VRAP") staff will provide review and comment on investigation reports and remedial workplans, and will provide oversight (as necessary) of contractor's work at the properties. Upon successful completion of remedial activities at a property, the VRAP will provide protections from Department enforcement actions by issuing a Commissioner's Certificate of Completion.

Please feel free to call me directly at (207) 287-4854 should you have any questions regarding this letter.

Sincerely,

Nicholas J. Hodgkins
Voluntary Response Action Program
Division of Remediation
Maine Department of Environmental Protection

Pc: Dorrie Paar, USEPA
Thomas Kittredge, City of Belfast

AUGUSTA
17 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0017
(207) 287-7688 FAX: (207) 287-7826

BANGOR
106 HOGAN ROAD, SUITE 6
BANGOR, MAINE 04401
(207) 941-4570 FAX: (207) 941-4584

PORTLAND
312 CANGO ROAD
PORTLAND, MAINE 04103
(207) 822-6300 FAX: (207) 822-6303

PRESQUE ISLE
1235 CENTRAL DRIVE, SKYWAY PARK
PRESQUE ISLE, MAINE 04769
(207) 764-0477 FAX: (207) 760-3143

CITY OF BELFAST, MAINE
IN CITY COUNCIL ASSEMBLED
2012 GENERAL OBLIGATION CAPITAL IMPROVEMENT BOND
\$800,000

RESOLUTIONS

WHEREAS, the City of Belfast, Maine (the "City") finds it necessary to undertake a public improvement project related to the construction of a waterfront walkway (the "Project") which is eligible for financing by the City through the issuance of general obligation bonds or notes under Title 30-A, Section 5772, of the Maine Revised Statutes, as amended, and the City's Charter; and

WHEREAS, the City Council of the City desires that general obligation bonds of the City be used to finance the cost of such Project; and

WHEREAS, the City Council of the City desires to authorize the issuance of \$800,000 of the City's general obligation bonds (the "Bond" or "Bonds") and the sale of such Bonds to the Maine Municipal Bond Bank (the "Bond Bank") for inclusion in its 2012 Fall Issue;

NOW THEREFORE, it is resolved and ordered by the City Council of the City as follows:

ORDERED: That pursuant to law the City is hereby authorized to borrow up to the aggregate principal amount of eight hundred thousand Dollars (\$800,000) from the Bond Bank and execute and implement a Loan Agreement with the Bond Bank in substantially the form provided by the Bond Bank to provide financing for the Project. The Mayor or the Treasurer, either singly, is authorized to execute and deliver the Loan Agreement; and

FURTHER

ORDERED: Pursuant to the Loan Agreement, there is hereby authorized the issuance and sale of interest bearing General Obligation Bonds of the City up to the aggregate principal amount of eight hundred thousand Dollars (\$800,000) for the Project (the "Bonds"). The proceeds of the Bonds shall, without limitation, be used to cover the capital costs of the Project.

FURTHER

ORDERED: The Bonds shall bear such date or dates as the purchaser shall request, mature at such date or dates, bear such interest rate or rates, be in such denominations, and be redeemable at such price or prices, all as may hereafter be determined by the Treasurer and the Mayor, the execution of the Bonds to be conclusive evidence of their determination of the terms and provisions thereof; and

ORDERED: Any prior resolutions of the City Council restricting the amount of authorized loans or issuance of bonds and notes are hereby superseded; and

FURTHER

ORDERED: If any officer or official of the City who has signed or sealed the Bonds shall cease to be such officer or official before the Bonds have been authenticated or delivered by the City, such Bonds nonetheless may be authenticated, issued and delivered with the same force and effect as though the person or persons who signed or sealed such Bonds had not ceased to be such officer or official; and any such Bonds may be signed and sealed on behalf of the City by those persons who, at the actual date of the execution of such Bonds shall be the proper officers and officials of the City, although at the nominal date of such Bonds such person or persons shall not be such officer or official.

**TRANSPORTATION ENHANCEMENT
PROJECT AGREEMENT**

between the
Municipality of BELFAST
and the

State of Maine, Department of Transportation
Federal Project Number HPP-1760(200)X, State PIN (17602.00)

RECEIVED
OCT 22 2009

This AGREEMENT is made this 26TH day of October, 2009, by and between the Department of Transportation, an agency of the State of Maine, having its principal office in Augusta, County of Kennebec, State of Maine (hereinafter called the **DEPARTMENT**), and the Municipality of **BELFAST**, a municipal corporation and body politic, having its principal office in the Municipality of **BELFAST**, County of Waldo, State of Maine (hereinafter called the **MUNICIPALITY**).

WITNESSETH

WHEREAS, the project described herein was selected by the **DEPARTMENT** for inclusion in it's 2008-2009 Biennial Capital Work Plan for partial funding; and,

WHEREAS, this AGREEMENT sets out the terms and conditions of the **DEPARTMENT's** Transportation Enhancement funding to the **MUNICIPALITY**;

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS

When used within this AGREEMENT, the terms listed below shall have the following meaning:

Project: The work to Design and build a Bicycle and Pedestrian Trail, 10-12 feet wide, paved from the Belfast Pedestrian Bridge, along the waterfront, connecting through downtown to the boathouse at steamboat landing; approximately 0.75 of a mile., to be performed by or for the **MUNICIPALITY** and accepted by the **DEPARTMENT**, as amended from time to time (hereinafter called the **PROJECT**). The **DEPARTMENT** will participate in the funding of the **PROJECT**, at the cost sharing rate described in ARTICLE III, A, up to a maximum of **FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000)** in federally eligible project costs as described in ARTICLE II Section N and ARTICLE III.

Project Coordinator: The person designated by the **MUNICIPALITY** to coordinate and manage all local responsibilities regarding the **PROJECT**. This individual also serves as the municipal liaison with the **DEPARTMENT**.

Project Manager: The person designated by the **DEPARTMENT** to coordinate and manage all State responsibilities regarding the **PROJECT**. This individual also serves as the State liaison with the **MUNICIPALITY**.

ARTICLE II. PROJECT DEVELOPMENT

- A. The **MUNICIPALITY** shall submit an acceptable line item budget containing an itemization of estimated **PROJECT** costs to the **DEPARTMENT** for approval.
1. Once such a budget is approved by the **DEPARTMENT**, expenditures may not exceed any single cost category or budget line item amount by more than ten percent (10%) without the **DEPARTMENT's** approval.
 2. In no event shall the total of all **PROJECT** expenditures exceed the total amount authorized for the **PROJECT** as hereinafter provided in Section N of this ARTICLE II.

**STATE OF MAINE
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN THE DEPARTMENT OF ECONOMIC AND COMMUNITY
DEVELOPMENT**

City of Belfast

Encumbrance		GRANTEE ADDRESS:
Appropriation #:	015 19A 0587 012 6331	131 Church Street, First Floor
Vendor Code:	VC1000008007	Belfast, ME 04915
Contract Obligation	\$400,000	Phone: 338-3370
Contract End Date:	6/30/2013	Fax: 338-6222
Grantee Fiscal	07/01-06/30	E-Mail: mailto:treasurer@cityofbelfast.o
CFDA	14.228	Grant 2011

THIS AGREEMENT made June 1, 2012, is by and between the State of Maine, Department of Economic and Community Development, hereinafter called 'grantor' and the **City of Belfast** hereinafter called 'grantee'.

WHEREAS, the United States Government, through the Housing and Community Development Act of 1974, as amended, has established a program of Community Development Block Grants and has allowed each State to elect to Administer such Federal funds for its non entitlement areas, subject to certain conditions, and

WHEREAS, the State of Maine has elected to administer such Federal funds for its non entitlement areas through the Department of Economic and Community Development, and

WHEREAS, the Department of Economic and Community Development has established a set aside of funds titled the **Communities For Maine's Future** Program, and

WHEREAS, the Department of Economic and Community Development has approved the application of the Grantee;

NOW, THEREFORE, the grantor agrees to **\$400,000** of Community Development Block Grant Funds to the Grantee for the **6/1/2012** to **6/30/2013**, subject to the terms of this Agreement, including those in Riders A, B, C, D, and G attached which contain additional provisions to which the Grantee is obligated.

Grantee:

Joseph Slocum
City Manager
Belfast

Grantor:

Deborah Johnson, Director
Office of Community Development Department of
Economic and Community Development

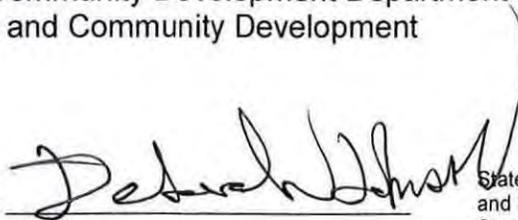
Signature: _____



Date: _____

5-27-11

Signature: _____



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Date: _____

5-30-11

AND

CFMF
2011

A-1

Rider A

AGREEMENT ADMINISTRATOR:

All progress reports, programmatic correspondence, and related submissions from the Grantee shall be

Name: Andrea Smith
Title: Development Program Manager
Phone: 207-624-9813
Fax: 207-287-8070
E-Mail: andrea.smith@maine.gov

All invoices, contracts, and related financial submissions from the Grantee shall be directed to:

Name: Sharon L. Thomas
Title: Development Project Officer
Phone 207-624-9820
Fax: 207-287-8070
E-Mail: sharon.l.thomas@maine.gov

Mailing Address: Office of Community Development
59 State House Station
Augusta, Maine 04333-0059

Who are designated as the Agreement Administrators on behalf of the

GRANTEE WARRANTS that all activities, including the plan for generation and distribution of program income, described in the CDBG Project Development Phase Application and incorporated in this contract, will be adhered to, except as specified in this Agreement. The CDBG Application is incorporated herein by reference and is made a part of this Agreement. Any changes and/or amendments of such Application or this Agreement will only be effective with prior written approval of the Grantor.

PROJECT DESCRIPTION:

CFMF funds are in support of streetscapes and walking trails in the City of Belfast.

SPECIAL CONDITIONS OF THIS GRANT:

NONE

**STATE OF MAINE
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN THE DEPARTMENT OF ECONOMIC AND COMMUNITY
DEVELOPMENT**

City of Belfast

Encumbrance		GRANTEE ADDRESS:
Appropriation #:	015 19A 0587 012 6331	131 Church Street, First Floor
Vendor Code:	VC1000008007	Belfast, ME 04915
Contract Obligation	\$150,000	Phone: 338-3370
Contract End Date:	6/30/2013	Fax: 338-6222
Grantee Fiscal	07/01-06/30	E-Mail: treasurer@cityofbelfast.org
CFDA	14.228	Grant 2011

THIS AGREEMENT made December 14, 2011, is by and between the State of Maine, Department of Economic and Community Development, hereinafter called 'grantor' and the **City of Belfast**, hereinafter called 'grantee'.

WHEREAS, the United States Government, through the Housing and Community Development Act of 1974, as amended, has established a program of Community Development Block Grants and has allowed each State to elect to administer such Federal funds for its non-entitlement areas, subject to certain conditions, and

WHEREAS, the State of Maine has elected to administer such Federal funds for its non-entitlement areas through the Department of Economic and Community Development, and

WHEREAS, the Department of Economic and Community Development has established a set Aside of funds titled the **Community Enterprise** Program, and

WHEREAS, the Department of Economic and Community Development has approved the application of the Grantee;

NOW, THEREFORE, the grantor agrees to provide **\$150,000** of Community Development Block Grant Funds to the Grantee for the period **12/7/2011** to **6/30/2013**, subject to the terms of this Agreement, including those in Riders A, B, C, D, and G attached which contain additional provisions to which the Grantee is obligated.

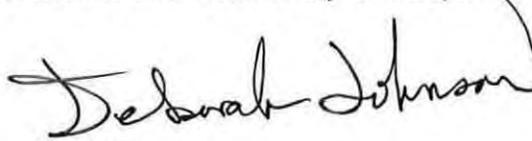
Grantee:

Joseph Slocum
City Manager
Belfast

Grantor:

Deborah Johnson, Deputy Director
Office of Community Development Department of
Economic and Community Development

Signature: 
Date: 12-1-13

Signature: 
Date: 12-7-11

State Controller
and Purchases
Stamps Here

AND

CE
2011

A-1

Rider A

AGREEMENT ADMINISTRATOR:

All progress reports, programmatic correspondence, and related submissions from the Grantee shall be

Name: Terry Ann Stevens
Title: Development Program Manager
Phone: 207-624-9814
Fax: 207-287-8070
E-Mail: terry.stevens@maine.gov

All invoices, contracts, and related financial submissions from the Grantee shall be directed to:

Name: Sharon L. Thomas
Title: Development Project Officer
Phone: 207-624-9820
Fax: 207-287-8070
E-Mail: sharon.l.thomas@maine.gov

Mailing Address: Office of Community Development
59 State House Station
Augusta, Maine 04333-0059

Who are designated as the Agreement Administrators on behalf of the

GRANTEE WARRANTS that all activities, including the plan for generation and distribution of program income, described in the CDBG Project Development Phase Application and incorporated in this contract, will be adhered to, except as specified in this Agreement. The CDBG Application is incorporated herein by reference and is made a part of this Agreement. Any changes and/or amendments of such Application or this Agreement will only be effective with prior written approval of the Grantor.

PROJECT DESCRIPTION:

Streetscapes for waterfront downtown

SPECIAL CONDITIONS OF THIS GRANT: None



STATE OF MAINE
DEPARTMENT OF ECONOMIC
AND COMMUNITY DEVELOPMENT



PAUL R. LEPAGE
GOVERNOR

GEORGE C. GERVAIS
COMMISSIONER

REC'D MAY 31 2012
REC'D MAY 31 2012

April 27, 2012

Joseph Slocum
City of Belfast
131 Church Street
Belfast, ME 04915

Dear Mr. Slocum:

I am pleased to inform you that after review of your recent 2012 CDBG Downtown Revitalization (DTR) Grant program application, the Office of Community Development (OCD) is inviting the City of Belfast into the project development phase of the application process and we have reserved \$500,000 for the City's project. Please be aware that this invitation is not a guarantee of funding or permission to begin the project or expend funds for proposed project activities.

Terry Ann Stevens has been assigned as the Program Development Manager from our office to work with your community through the completion of this process. Terry Ann will be contacting you in the near future or you may telephone her at 624-9814.

As part of the Project Development phase, the Office of Community Development holds a workshop which, on day one covers the requirements of the CDBG program during the implementation period. Day two completes the CDBG certification. If you do not have a CDBG Certified Administrator on staff or under contract to administer the grant, you must come for both days. The workshop will be held on June 26 & 27th in Augusta at Augusta City Hall. Attendance by a municipal official is mandatory for day one and all costs associated with this workshop are reimbursable from grant funds. Please contact Terry Ann Stevens at 624-9814 to determine the appropriate attendee from your municipality. You can find the registration materials at www.meocd.org.

Congratulations on your selection to proceed in the application process. Best wishes toward the successful completion of your project.

Sincerely,

Deborah Johnson, Director
Office of Community Development

STATE OF MAINE
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN THE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
AND



City of Belfast

CT 19A
Encumbrance # 20121024000000001685 GRANTEE ADDRESS:
Appropriation #: 015 19A 0587 012 6331 131 Church Street, First Floor
Vendor Code: VC1000008007 Belfast, ME 04915
Contract Obligation : \$500,000 Phone: 338-3370
Contract End Date: 6/30/2014 Fax: 338-6222
Grantee Fiscal Year: 07/01-06/30 E-Mail: treasurer@cityofbelfast.org
CFDA #: 14.228 Grant Year: 2012

THIS AGREEMENT made October 09, 2012, is by and between the State of Maine, Department of Economic and Community Development, hereinafter called 'grantor' and the City of Belfast, hereinafter called 'grantee'.

WHEREAS, the United States Government, through the Housing and Community Development Act of 1974, as amended, has established a program of Community Development Block Grants and has allowed each State to elect to Administer such Federal funds for its non-entitlement areas, subject to certain conditions, and

WHEREAS, the State of Maine has elected to administer such Federal funds for its non-entitlement areas through the Department of Economic and Community Development, and

WHEREAS, the Department of Economic and Community Development has established a set aside of funds titled the **Downtown Revitalization Program**, and

WHEREAS, the Department of Economic and Community Development has approved the application of the Grantee;

NOW, THEREFORE, the grantor agrees to provide \$500,000 of Community Development Block Grant Funds to the Grantee for the period 10/8/2012, to 6/30/2014, subject to the terms of this Agreement, including those in Riders A, B, C, D, and G attached which contain additional provisions to which the Grantee is obligated.

#10004
03K SB

Grantee:

Joseph Slocum
City Manager
Belfast

Grantor:

Deborah Johnson, Director
Office of Community Development Department of
Economic and Community Development

Signature:

Date:

10-15-12

Signature:

Date:

10/24/2012

State Controller
and Purchases
Stamps Here

OCT 26 2012

ENCUMBERED
OCT 26 2012
STATE CONTROLLER

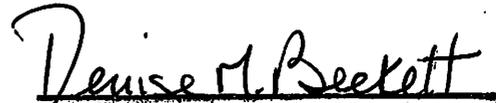
Voucher memo:
By Joe Slocum
July 1, 2010

I am asking for a check to be cut for \$200,000 payable to Unity Property Management Per the attached Purchase and Sale agreement.

This was authorized by City Council per the motion listed below. My not following the motion should be the record that we expect a receivable in the future of \$100,000 towards this \$200,000 expenditure.

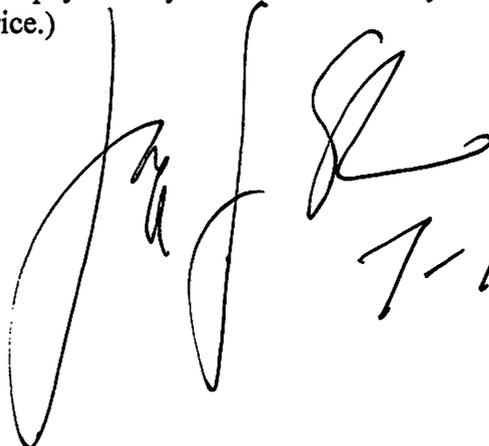
APPROVED FOR PAYMENT

From Council Special meeting June 29, 2010


AUDITOR CITY OF BELFAST

Motion(by Counselor Lee) to approve the City of Belfast's acquisition of a rail corridor from Unity Property Management from the northern termini us of what is commonly referred to as the Penobscot McCrum Property to the Waldo Town Line (approximately 2.97 miles) for the purposes of preserving the rail corridor and also to developing a trail along that corridor in partnership with Coastal Mountain Land Trust with an expectation that the Trust will provide \$100,000 of the \$200,000 purchase price and will further help raise funds to develop the trail with the City. This motion includes the authorization for City Manager to spend \$200,000 from the City's Undesignated Fund balance to acquire this rail corridor on behalf of the City and to pursue a memorandum of understanding with the Coastal Mountain Land Trust consistent with this motion.

(Manager's note on the motion: It is anticipated that the City will acquire the rail corridor and pay the full \$200,000 purchase price before July 2, 2010 when the Purchase and Sale agreement entered into by the City with Unity Property Management expires. Following that, a Memorandum of Understanding, presently in draft form, will be entered into with Coastal Mountain Land Trust. The City expects that Memorandum to be approved by the Trust Board on July 20th, 2010. The City will them work out a reasonable time with the Trust for the payment by the Trust to the City of the \$100,000 contribution toward the purchase price.)


7-1-10

CLOSING STATEMENT
July 2, 2010

Seller: Unity Property Management, Inc.
 Purchaser: City of Belfast
 Premises: Remaining Portion of Tax Map 8, Lot 84

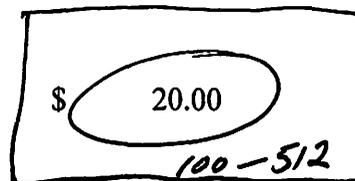
Sales Price	\$ 200,000.00
Funds at Closing	\$ 200,000.00

Seller's Closing Expenses

Waldo County Registry of Deeds – transfer tax	\$ 440.00
Waldo County Registry of Deeds – recording fee	\$ 18.00
Century 21 Venture Ltd. – commission	\$ 16,000.00
	<u>\$ 16,458.00</u>

Purchaser's Closing Expenses

Waldo County Registry of Deeds – recording fee



Certified Funds at Closing

\$ 200,020.00

Checks Drawn

Waldo County Registry of Deeds
 Century 21 Venture Ltd.
 Unity Property Management, Inc.

*200K fees
 surplus 730-645*

<i>\$ 20 from 100-512</i>	\$ 478.00
	\$ 16,000.00
	<u>\$ 183,542.00</u>
<i>US 7-2-10</i>	\$ 200,020.00

Unity Property Management, Inc., Seller
 By Lawrence, J. Sterrs, President

Inhabitants of the City of Belfast, Buyer
 By Joseph Slocum, City Manager

APPROVED FOR PAYMENT

Dorise M. Beckett
AUDITOR CITY OF BELFAST

PURCHASE AND SALE AGREEMENT - LAND ONLY

Offer Date June 10, 2010

Effective Date
Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between City Of Belfast ("Buyer") and Unity Property Management ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all part of; If "part of" see para. 22 for explanation) the property situated in municipality of Belfast, County of Waldo, State of Maine, located at Rail Road Corridor, Map 8, Lot 84 and described in deed(s) recorded at said County's Registry of Deeds Book(s) 2980, Page(s) 52.

3. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 200,000.00. Buyer has delivered; or will deliver to the Agency within 5 days of the Offer Date, a deposit of earnest money in the amount \$ N/A. If said deposit is to be delivered after the submission of this offer and is not delivered by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being delivered will not result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of \$ ----- will be delivered -----. Failure by Buyer to deliver this additional deposit in compliance with the above terms shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following conditions:

4. EARNEST MONEY/ACCEPTANCE: Century 21 Venture Ltd. ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until June 14, 2010 (date) 4:00 AM PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

5. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on July 2, 2010 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

6. DEED: The property shall be conveyed by a quit claim deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

7. POSSESSION: Possession of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing.

8. RISK OF LOSS: Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

9. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other) None Noted. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

10. DUE DILIGENCE: Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real property. This Agreement is subject to the following contingencies, with results being satisfactory to Buyer:

CONTINGENCY	YES	NO	DAYS FOR COMPLETION	OBTAINED BY	TO BE PAID FOR BY
1. SURVEY Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
2. SOILS TEST Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
3. SEPTIC SYSTEM DESIGN Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
4. LOCAL PERMITS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
5. HAZARDOUS WASTE REPORTS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
6. UTILITIES Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
7. WATER Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
8. SUB-DIVISION APPROVAL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
9. DEP/LURC APPROVALS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
10. ZONING VARIANCE Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
11. HABITAT REVIEW/WATERFOWL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
12. MDOT DRIVEWAY/ENTRANCE PERMIT Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
13. DEED RESTRICTION Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
14. TAX EXEMPT STATUS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
15. OTHER Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____

Further specifications regarding any of the above: **None Noted**

Unless otherwise specified above, all of the above will be obtained and paid for by Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of inspection(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

11. FINANCING: This Agreement is is not subject to Financing. If subject to Financing:
- a. This Agreement is subject to Buyer obtaining a _____ loan of _____ % of the purchase price, at an interest rate not to exceed _____ % and amortized over a period of _____ years.
 - b. Buyer to provide Seller with letter from lender showing that Buyer has made application and, subject to verification of information, is qualified for the loan requested within _____ days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
 - c. Buyer to provide Seller with loan commitment letter from lender within _____ days of the Effective Date of the Agreement. If Buyer fails to provide Seller with this loan commitment letter within said time period, Seller may deliver notice to Buyer that this Agreement is terminated three days after delivery of such notice unless Buyer delivers the loan commitment letter before the end of the three-day period. If the Agreement is terminated under the provision of this sub-paragraph, the earnest money shall be returned to Buyer.
 - d. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee or Buyer's licensee.
 - e. After (b) or (c) are met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to proceed under the terms of the financing. Any failure by Buyer to notify Seller within two days of receipt by Buyer of notice from the lender shall be a default under this Agreement.
 - f. Buyer agrees to pay no more than _____ points. Seller agrees to pay up to \$ _____ toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.
 - g. Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No.
 - h. Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

12. BROKERAGE DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

Bruce M. Holmes of Century 21 Venture Ltd. is a Seller Agent Buyer Agent
 Licensee Agency Disc Dual Agent Transaction Broker

_____ of _____ is a Seller Agent Buyer Agent
 Licensee Agency Disc Dual Agent Transaction Broker

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form.

14. MEDIATION: Earnest money disputes subject to the jurisdiction of small claims court will be handled in that forum. For all other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

15. DEFAULT: In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller.

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

17. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

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

19. ADDENDA: Yes Explain: See Addendum #1 No

20. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their licensee. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing. This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any State/Federal holidays (including but not limited to Patriots Day, Columbus Day, Martin Luther King Holiday, etc.) Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

21. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the entire closing statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing.

22. OTHER CONDITIONS: ~~None Noted~~ *As outlined in Addendum #1 to this Agreement.* *WS*

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

Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.

Buyer and Seller acknowledge that Maine law says the owner of property as of April 1st is legally responsible to pay the property taxes even if the property is later sold and any tax lien filed for non-payment will be in the name of the owner as of April 1st which could have a negative effect on their credit rating.

Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.

Buyer's Mailing address is 134 Church St., Belfast, Me 04915

[Signature] 06/10/2010
BUYER _____ DATE _____ BUYER _____ DATE _____
City Of Belfast

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is 230 MAIN ST UNITY, ME. 04988

[Signature] 6-11-10
SELLER Unity Property Management _____ DATE _____ SELLER _____ DATE _____

COUNTER-OFFER

Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) _____ (time) _____ AM _____ PM.

SELLER _____ DATE _____ SELLER _____ DATE _____

The Buyer hereby accepts the counter offer set forth above.

BUYER _____ DATE _____ BUYER _____ DATE _____

EXTENSION:

The time for the performance of this Agreement is extended until _____ DATE _____

BUYER _____ DATE _____ SELLER _____ DATE _____

BUYER _____ DATE _____ SELLER _____ DATE _____



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STATE OF MAINE
DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY
MAINE CONSERVATION CORPS
124 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0124

PAUL R. LEPAGE
GOVERNOR

WALTER E. WHITCOMB
COMMISSIONER

3/10/2015

Thomas Kittredge
City of Belfast
131 Church Street
Belfast, ME 4915

Dear Thomas,

I want to thank you for submitting an application for this current round of Recreational Trail Program funding. The Maine Trails Advisory Committee (MTAC) reviewed, scored and discussed each application thoroughly. As is always the case, there were many more applications this year than there was funding available. I'm very happy to inform you that your application for the Passy Rail Trail was selected by MTAC for funding at the \$35,000.00 level.

While this initial notice of award is cause for celebration I need to advise you that there is still much work to be done before you have a signed project agreement in hand. The State has to accept the RTP funds from Federal Highway. Then we have to get the proposed projects set up within the State's systems and also within Federal Highway. I am working to get this done as rapidly as possible.

Going by the dates on previous years' agreements, it seems likely that you should see something in May. This agreement will run through December 31, 2016, giving you two full construction seasons in which to complete your project. I want to emphasize now however that no work can begin on this project until you have a fully executed project agreement.

If you have any questions about the current status of your project do not hesitate to contact me. My phone number is below and my email is doug.beck@maine.gov. I look forward to working with you on the successful and timely completion of your project.

Sincerely,

Doug

Douglas S. Beck
Outdoor Recreation Supervisor
Grants & Community Recreation
Bureau of Parks & Lands



UNITED STATES DEPARTMENT OF COMMERCE
Economic Development Administration
The Curtis Center
601 Walnut Street
Suite 140S
Philadelphia, PA 19106-3323

APR 08 2014

In reply refer to:
Investment No.: 01-01-14433

Joseph Slocum
City Manager
City of Belfast
131 Church Street
Belfast, ME 04915-6503

Archie Gaul
Chair, Board of Trustees
Belfast Water District
285 Northport Avenue/P.O. Box 506
Belfast, ME 04915-0506

Dear Messrs. Slocum and Gaul:

I am pleased to inform you that the Department of Commerce's Economic Development Administration (EDA) has approved your application for a \$1,900,000 investment for assistance with the construction of road, intersection, water line and sewer line improvements to serve employers along the City of Belfast's working waterfront. The total project cost is estimated to be \$3,800,000 funded under EDA's Public Works program under section 201 of the Public Works and Economic Development Act of 1965, as amended (42 U.S.C. § 3121 *et seq.*).

Enclosed are three signed copies of the Financial Assistance Award. Your agreement to the terms and conditions of the award should be indicated by the signature of your principal official on each of the signed copies of the Financial Assistance Award. Two of the executed copies should be returned to Willie C. Taylor, Regional Director, Philadelphia Regional Office, Economic Development Administration, The Curtis Center, Suite 140 South, 601 Walnut Street, Philadelphia, Pennsylvania, 19106-3323. If not signed and returned within 30 days of receipt, EDA may declare the Award null and void.

Please do not make any commitments in reliance on this award until you have carefully reviewed and accepted the terms and conditions. Any commitments entered into prior to obtaining the approval of EDA in accordance with its regulations and requirements will be at your own risk.

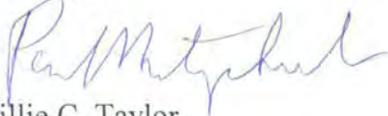
EDA's mission is to lead the federal economic development agenda by promoting innovation and competitiveness, preparing American regions for growth and success in the worldwide economy. EDA implements this mission by making strategic investments in the nation's most economically distressed communities that encourage private sector collaboration and creation of higher-skill, higher wage jobs. EDA investments are results driven, embracing the principles of technological innovation, entrepreneurship and regional development.

Page 2 of 2

EDA Investment No.: 01-01-14433

I share your expectations regarding the impact of this investment and look forward to working with you to meet the economic development needs of your community.

Sincerely,



Willie C. Taylor

Regional Director, Philadelphia Regional Office

cc: Eastern Maine Development Corporation

Enclosures: CD-450 Financial Assistance Award
EDA Special Award Conditions
EDA Standard Terms and Conditions for Construction Projects

Project Descriptions.

The City is seeking to borrow funds for three significant City projects, all of which involve the City using local funds, which we now seek to borrow, to help provide the local match for state and federal grants awarded to the City. The three projects are: Front Street Reconstruction project, Downtown Revitalization project, and the Maskers Theater Clean-Up Project. Information regarding the projects and the amount the City seeks to borrow for the respective projects is identified below. The City, if requested, can provide additional information regarding the projects, such as maps that identify the location of the project and which identify improvements proposed.

Project #1. Front Street Reconstruction.

The City of Belfast has been awarded a \$1.9 million grant from the Economic Development Administration (EDA), federal funds, to assist in the reconstruction of Front Street, the area from the Front St/Peirce St intersection to the intersection of Main St/Front St. This project involves the following improvements: replacement of the existing public sewer line/system; replacement of the existing water line/system; construction of new stormwater management improvements; reconstruction of the existing road bed and repaving the existing surface, a section of which will be constructed to a 200 ton standard; constructing electrical service improvements, including locating services to individual businesses underground rather than overhead; laying out parking improvements; and constructing pedestrian amenities. The City commenced project engineering in April 2015, intends to bid project construction in January 2016, to begin project construction in April 2016, and to complete most project construction by November 2016. The total estimated cost for this project is \$3.8 million dollars. The Belfast Water District will contribute about \$600,000 to complete the project.

While the City has been awarded \$1.9 million in EDA funds, the City cannot receive reimbursement for any project expenditures until project construction (April 2016) has commenced. Thus, the City, with assistance from the Water District for work associated with replacement of the water line, must pay all project costs until project construction commences.

Short Term Borrowing. The City needs the short term loan funds now requested to pay the following obligations the City will incur for the Front Street Reconstruction project until the EDA funds become available in late 2016.

- 1) ***Project Engineering.*** The City, using a competitive bid process, has engaged the services of Olver Associates to prepare engineering plans and bid specifications for the project. Contract services will begin in April 2015 and will continue through March 2016. The amount of this contract is about \$150,000. Engineering costs are a reimbursable cost through the EDA, but as previously noted, reimbursement cannot occur until after construction begins.
- 2) ***Land Purchase.*** The City has purchased two parcels of land from Dan Clarke and Judy Kaber to assist in the lay-out and construction of this project. The total cost of these purchases was \$270,000. The EDA has reviewed and approved the City's purchase, and

pursuant to terms of our grant, will reimburse \$75,000 of the City's cost post the commencement of construction.

- 3) ***Clean-up and Demolition of Buildings on Clarke & Kaber Property.*** The City anticipates that it will need about \$15,000 to conduct the demolition and associated clean-up of the demolished building on the Clarke and Kaber property which the City has purchased; reference #2 above. The City has completed a hazardous assessment report regarding the building to be demolished and likely will spend about \$3,000 to remove hazardous materials. Other demolition costs are expected to approach \$12,000.

Longer Term Borrowing through Maine Municipal Bond Bank. The EDA grant requires the City to provide a match that is equal to the amount received from the EDA. The City will receive an EDA grant in the amount of \$1.9 million, and the Belfast Water District is prepared to contribute \$600,000 to the project. With an estimated total project cost of \$3.8 million, and the City deciding to spend about \$70,000 on land costs and \$15,000 in demolition costs that are outside the initial scope of the project, the City ultimately will need to borrow about \$1,385,000 in funds from the Bond Bank to pay City costs for this project. The City should have a much better idea of the specific amount that needs to be borrowed in early February 2016 when it receives responses to the construction bid it will issue.

Project # 2. Downtown Revitalization Project.

The City's Downtown Revitalization project involves the construction of streetscape improvements on the following streets: Cross Street, between Main Street and Miller Street; Spring Street, between Cross Street and Front Street; and Miller Street, between Cross Street and Front Street. It also involves improvements to Belfast Common, a City owned park that borders Front Street and Miller Street. The streetscape improvements include: sidewalks, street lights (LED), stormdrains, handicap accessibility improvements, and such. The improvements at Belfast Common include a stone seating wall, extending a concrete paver walkway, landscaping, and bollards with lights. The City has issued the contract for project construction to Maine Earth, a contractor located in Hamden, Maine, and is prepared to begin construction activities in May 2015 and to complete such by September 2015.

The City was awarded a \$500,000 Community Development Block Grant (CDBG) by the State Department of Economic and Community Development for this project. The City is required to provide match funds to complete all project work. The total cost of project work, which includes project engineering and design, project administration and construction management, inspection of project construction, and construction inspection should cost about \$1,030,000. Thus, the City needs about \$530,000 for its match.

Short-Term Borrowing. The City now needs to borrow about \$530,000 to pay costs it will incur to pay the City share referenced above for this project. The City anticipates expending the funds received by the December 31, 2015, and will expend most funds by September 30, 2015.

Longer Term Borrowing Through the Maine Municipal Bond Bank. The City's intent would be to pay the entire share of the City cost for this project, likely about \$530,000, as noted above, by borrowing funds through the Bond Bank. Also, the City will know the specific amount it needs to borrow when requesting Bond Bank funds in February 2016 because all project work will have been completed prior to that date.

Project # 3. Brownfield Clean-Up of Maskers Theater Area.

The City of Belfast participates in the Brownfield's program funded by the federal Environmental Protection Agency (EPA) and the state Department of Environmental Protection (DEP). The City used Brownfield's assessment funds provided to the City by the EPA and DEP to conduct a phase I and phase II assessment of the City owned Maskers Theater property, a 1.2 acre site located on Front Street. These assessments identified the presence of hazardous materials in the two existing buildings, including asbestos, lead paint, and similar materials that must be removed by licensed professionals. Once the hazardous materials are removed, the City plans to demolish both buildings on the property. In addition, there are contaminated soils on the property. While most soil contamination can be addressed through a soil management program, some soils may need to be removed and properly disposed. When all clean-up activities are completed, the City will obtain a Voluntary Response Action Program (VRAP) agreement from DEP for the property, which will allow the City to pursue redevelopment of the property.

In 2014, the City was successful in obtaining a \$200,000 grant from the DEP and EPA to help clean-up the contamination identified in the assessment reports. The City is required to provide a local match of 20% for the grant amount, \$40,000. The City has initiated the process to pursue clean-up activities, and expects to undertake clean-up of the buildings and property/site by June of 2015.

Short-Term Borrowing. The City seeks to borrow \$40,000 in short-term borrowing to pay the City share of the federal grant.

Longer Term Borrowing Through the Maine Municipal Bond Bank. The City ultimately seeks to repay the short-term borrowing through the Bond Bank, by securing about \$40,000 from the Bond Bank for this project. Also, by the date the City applies for Bond Bank funds, it will know the amount it actually expended to perform clean-up activities. Thus, the final amount borrowed could be somewhat greater than \$40,000.

These are "Action Only" minutes. Video of comments may be found on recorded discs at City Hall or at www.cityofbelfast.org.

**City of Belfast
Council Chambers-Belfast City Hall
Tuesday, May 5, 2015
7:00 p.m.**

Public Hearing #1

In accordance with Title 28A Section 653 MRSA 1964 a public hearing will be held on May 5, 2015 at 7:00 p.m. or as soon as possible thereafter in the Council Chambers of Belfast City Hall to hear an application by Donald L. Benson d/b/a All-Play LLC located at 49 Searsport Avenue, Belfast, Maine for a renewal Malt and Vinous license.

Mayor Ash asked for proponents and opponents and hearing none declared the hearing closed.

Public Hearing #2

Pursuant to Belfast Victualer License ordinance a public hearing will be held on May 5, 2015 at 7:00 p.m. or as soon as possible thereafter in the Council Chambers at Belfast City Hall on the following applications for a Victualer License renewal, due to expire May 31, 2015.

Tall Pines Healthcare	d/b/a The Residence at Tall Pines
Debra O'Leary	d/b/a Bell the Cat
Anne Bartels	d/b/a Belhaven
Hogan Management Inc	d/b/a McDonald's
Denise Fuller	d/b/a Wasses Hotdogs
The Otis Group, Inc	d/b/a Rollie's Bar & Grill
Wayne Cookson	d/b/a American Legion Post 43
Douglas Frost	d/b/a Tarratine Tribe #13
Douglas Coffin	d/b/a Belfast Curling Club
Ted Guerry	d/b/a Pig Out BBQ
Sara Waldron	d/b/a Good N You Street Food
Arcadio Clima Jr	d/b/a Oriental Cuisine
Jerry Savitz	d/b/a Darby's Restaurant
Zhi Zai Yong	d/b/a China One
Donald Benson	d/b/a All-Play LLC Belfast
Cathy Heffentrager	d/b/a The Jeweled Turret Inn
Penelle Chase	d/b/a Chase's Daily
Penobscot Shores Ass	d/b/a Penobscot Shores Association
Lori Wood	d/b/a Belfast Dairy Queen
Stephen Kirkpatrick	d/b/a Traci's Diner
Layfette Shore Road, LLC	d/b/a Oceans Edge Restaurant

Mayor Ash asked for proponents and opponents and hearing none declared the hearing closed.

Public Hearing #3

Notice is hereby given that a public hearing will be held at 7:00 p.m. in the City Council Chambers, City Building, Belfast, Maine, on May 5, 2015 for the purpose of taking testimony and comment from the public with respect to the proposed issuance by the City of a bond anticipation note in the amount of \$1,000,000 (the "Note"), and later issuance of a general obligation bond in an amount not to exceed \$2,150,500 (the "Bond"). The Note and the Bond will both relate to the Downtown Revitalization Project, the Front Street Reconstruction, and the Clean-up of Maskers Property (collectively, the "Project"). The Note will be issued to finance certain preliminary Project expenses. The Bond will be authorized to refinance the Note and to fund construction of the Project. Immediately following the close of the hearing, the City Council will consider adoption of an order authorizing the issuance of the Note and the later issuance of the Bond.

Copies of the order are available during normal business hours at the office of the City Clerk and are posted at Belfast City Hall and Belfast Free Library. All interested members of the public are invited to attend and written comments may be submitted to the City Clerk.

Mayor Ash asked for proponents and opponents and hearing none declared the hearing closed.

Public Hearing #4

The Belfast City Council, at its meeting of Tuesday, May 5, 2015, beginning at 7:00 p.m. or as soon as practical thereafter, in the Council Chambers of Belfast City Hall, shall conduct a public hearing as part of the Second Reading of a proposed amendment to the Belfast Code of Ordinances, Chapter 102, Zoning, Article IV, Description of Districts and Article V, District Regulations. The proposed amendment involves changing the Zoning District designation for a 4.5 acre property located at 179 Congress Street, Map 34, Lot 25, from Residential 3 to Residential 2. The change will be shown on the Official Zoning Map. The amendment was requested by the property owners, Megan and Daniel Britton.

Persons who may be affected by this amendment are encouraged to attend the May 5 public hearing and to offer comment to the Council. Public comment also can be submitted in writing or via email by the date of the hearing. Written comment to: Wayne Marshall, City Planner, City of Belfast, 131 Church St, Belfast, ME, 04915. Email comment to: wmarshall@cityofbelfast.org. The Code and Planning Department has a copy of this amendment available for public inspection from 8:00 am to 5:00 pm, Monday - Friday, at its offices in Belfast City Hall. Questions should be directed to Wayne Marshall, City Planner, at 338-1417, x 25, or at wmarshall@cityofbelfast.org.

Mayor Ash asked for proponents and opponents and hearing none declared the hearing closed.

Regular Council Meeting No. 21

1) Call to order

2) **Present:** Mayor Walter Ash, Jr., Councilors Mary Mortier, Neal Harkness, Eric Sanders, and John Arrison; City Manager Joseph Slocum.

Absent: Councilor Michael Hurley and Admin. Assistant to the City Manager Manda Cushman.

3) Pledge of Allegiance

4) Adoption of the agenda

City Manager Joseph Slocum requested to amend the agenda as follows:

- Remove item 10) E as we have not received a request from the Lynx to use our dock space at a reduced price.
- Add a new item **10) E** Request from the Economic Development Director for authority to submit a grant application to the FAA for purposes of doing environmental assessment, preliminary design, permitting and geotechnical work for the creation of a parallel taxiway at the Airport.
- Add item **10) E #1** Request for a statement of support for the Cornerspring Montessori School's pursuit of a UDDA Rural Development loan to help with the construction of a new Montessori School here in Belfast.

Councilor Mortier, seconded by Councilor Arrison, made a motion to adopt the agenda as amended. This motion was approved, 4-0.

5) Acceptance of the minutes

Regular Council Meeting of April 21, 2015.

Councilor Mortier, seconded by Councilor Harkness, made a motion to accept the minutes from Regular Council Meeting of April 21, 2015. This was approved, 4-0.

6) Open to the public

1. Joanne Moesswilde, Belfast spoke about concerns with the letter sent to recreational mooring owners outside of the FNP and hope to help assist the City with the future creation of a Comprehensive Plan for the Outer Harbor.

2. Judy Erickson, Belfast gave an update on the Masker's Theater upcoming productions.

3. John Carrick, President of Belfast Rotary Club invited the Council to the Rotary's 90th Celebration.
4. JC Sutherland, Belfast spoke about concerns with Front Street Shipyard and Belmont Boatworks need to move their Commercial Moorings into the Inner Harbor.
5. Carol Stenberg, Northport spoke about concerns with the possibility of commercializing the Inner Harbor and what that means for local residents with recreational moorings.

7) Communications

Councilor Harkness gave his condolences to Abigail Curtis and her family and informed the Council of the Governor's "Town Hall" visit to Belfast.

Councilor Arrison gave an update on the Broadband Committee and is looking to the Council for any suggestions regarding a mission statement to help the committee stay focused.

Mayor Ash informed the Council that the Chamber is having their open house Thursday night at 7:00 p.m. and addressed citizen concerns with letters that were sent to recreational mooring owners.

City Manager reminded the public that the last day to place brush out is on Monday, May 11th and that next week is the All Roads Music Festival in Belfast.

8) Old Business and Council Committee Reports

No comments.

9) Permits, Petitions and Licenses - Consent Agenda

- A. Request to approve an application by Donald L. Benson d/b/a All-Play LLC located at 49 Searsport Avenue, Belfast, Maine for a renewal Malt and Vinous license.
- B. Request to approve the following applications for a Victualer License renewal, due to expire May 31, 2015.

Tall Pines Healthcare	d/b/a The Residence at Tall Pines
Debra O'Leary	d/b/a Bell the Cat
Anne Bartels	d/b/a Belhaven
Hogan Management Inc	d/b/a McDonald's
Denise Fuller	d/b/a Wasses Hotdogs
The Otis Group, Inc	d/b/a Rollie's Bar & Grill
Wayne Cookson	d/b/a American Legion Post 43
Douglas Frost	d/b/a Tarratine Tribe #13
Douglas Coffin	d/b/a Belfast Curling Club
Ted Guerry	d/b/a Pig Out BBQ
Sara Waldron	d/b/a Good N You Street Food
Arcadio Clima Jr	d/b/a Oriental Cuisine
Jerry Savitz	d/b/a Darby's Restaurant

Zhi Zai Yong	d/b/a China One
Donald Benson	d/b/a All-Play LLC Belfast
Cathy Heffentrager	d/b/a The Jeweled Turret Inn
Penelle Chase	d/b/a Chase's Daily
Penobscot Shores Ass	d/b/a Penobscot Shores Association
Lori Wood	d/b/a Belfast Dairy Queen
Stephen Kirkpatrick	d/b/a Traci's Diner
Layfette Shore Road, LLC	d/b/a Oceans Edge Restaurant

C. Request to approve a Facility Use application for the Belfast Summer Nights concerts, Thursday's from 5:30 p.m. to 7:30 p.m. from June 25, 2015 to August 27, 2015; locations will change weekly and will be held on either High Street, Belfast Commons or Steamboat Landing.

Councilor Mortier, seconded by Councilor Sanders, made a motion to accept the consent agenda. This motion was approved, 4-0.

10) Business

A) Request from the City Manager to approve Jackson Kinney as the City's sealer of weights and measures.

City Manager Joseph Slocum explained that this position is paid for by the state and is appointed by the Council as the City's Sealer of Weights and Measures.

Councilor Sanders, seconded by Councilor Mortier, made a motion to appoint Jackson Kinney as the City's sealer of weights and measures. This motion was approved, 4-0.

B) Request from the City Assessor to adopt names for two City roads.

City Assessor Brent Martin who serves as the Addressing Officer explained that there are two roads in need of being assigned a name, the first road is a private road off of Lincolnville Ave. and is recommending the name Patton Pit Road.

Councilor Mortier, seconded by Councilor Arrison, made a motion to adopt Patton Pit Road as the new name for the first road. This motion was approved, 4-0.

City Assessor Brent Martin explained that the second road that needs a name is the busing road from the High School, recommending Pride Way as the new name.

Councilor Harkness, seconded by Councilor Mortier, made a motion to adopt Pride Way as the new name for the busing road for the High School. This motion was approved, 4-0.

C) Request from the City Treasurer to authorize a \$1,000,000 Bond Anticipation Note and up to a \$2,150,500 General Obligations Bond.

City Manager Joseph Slocum informed the Council that this borrowing will assist three different City projects and explained that these bonds will be paid by the Downtown Tax Increment Financing District.

Councilor Sanders, seconded by Councilor Mortier, made a motion to accept the request from the City Treasurer to authorize a \$1,000,000 Bond Anticipation Note and up to a \$2,150,500 General Obligations Bond. This motion was approved, 4-0.

City Manager Joseph Slocum explained that two banks provided proposals with the same interest rate and he recommends flipping a coin to pick which bank to award the bid to.

Councilor Arrison noted some differences in the proposals request for a year end City audit that might affect who the City awards the bid to.

Councilor Arrison, seconded by Councilor Harkness, made a motion to accept the bid from Bangor Savings Bank. This motion was approved, 4-0.

D) Resolution authorizing Deputy Treasurer Theresa Butler to sign checks in the name of the City.

City Treasurer Rickie LeSan explained that this request to authorize Theresa Butler is so that there is another person that can transfer money in and out of accounts in her absence.

Councilor Sanders, seconded by Councilor Arrison, made a motion to accept the resolution authorizing Deputy Treasurer Theresa Butler to sign checks in the name of the City. This motion was approved, 4-0.

E) Request from the Economic Development Director for authority to submit a grant application to the FAA for purposes of doing environmental assessment, preliminary design, permitting and geotechnical work for the creation of a parallel taxiway at the Airport.

Economic Development Director and Airport Manager Thomas Kittredge explained that the City can expect to receive funding from the FAA to create a parallel taxi way in 2017, thus the City is looking to start the preliminary work needed for that project and is looking for authorization from the Council to have the City Manager sign the grant and submit it to the FAA for purposes of doing environmental assessment, preliminary design, permitting and geotechnical work.

Councilor Sanders, seconded by Councilor Mortier, made a motion to accept the request from the Economic Development Director to authorize the City Manager to sign the grant, and for authority to submit the grant application to the FAA for purposes of doing environmental assessment, preliminary

design, permitting and geotechnical work for the creation of a parallel taxiway at the Airport. This motion was approved, 4-0.

E) #1 Request for a statement of support for the Cornerspring Montessori School's pursuit of a UDDA Rural Development loan to help with the construction of a new Montessori School here in Belfast.

City Manager Joseph Slocum explained the request to write a letter of support.

Councilor Sanders, seconded by Councilor Arrison, made a motion to accept the request for a statement of support for the Cornerspring Montessori School's pursuit of a UDDA Rural Development loan to help with the construction of a new Montessori School here in Belfast. This motion was approved, 3-1 (Councilor Harkness opposed).

F) Request from the City Manager to demolish a mobile home taken in foreclosure and for authority to negotiate lease payments on foreclosed mobile homes with the landlord.

City Manager Joseph Slocum explained that the current condition of the two foreclosed mobile homes, requesting authority to demolish the one mobile home and to negotiate lease payments with the possible sale of the other mobile home.

Councilor Harkness inquired about whether or not the City's Code Enforcement Officer has looked at either property.

City Manager Joseph Slocum assured Council that the Code Enforcement Office will look at the second property before negotiating its sale to the landlord.

Councilor Sanders inquired about where funding for the demolishing of this mobile home will come from.

City Manager Joseph Slocum explained that he is still looking for quotes from other companies when they find a company to do the work the funding will come from the Undesignated Fund Balance.

Councilors discussed how much funding would be required to complete the work.

Councilor Sanders amended his motion to include that funding for this work would not exceed \$5,000 and would come from the Undesignated Fund Balance.

Councilor Sanders, seconded by Councilor Mortier, made a motion to accept the request from the City Manager to demolish a mobile home taken in foreclosure and for authority to negotiate lease payments on foreclosed mobile homes with the landlord, funding for this work will not exceed \$5,000 and will come from the Undesignated Fund Balance. This motion was approved, 4-0.

G) Second reading on an amendment to the City Code of Ordinances to re-zone 179 Congress Street to allow horses to be housed there.

City Planner Wayne Marshall explained that the First Reading took place at the April 7th Council Meeting, he noted that the Planning Board has reviewed this request and felt that it was a very sensible request, and is looking for Council consideration to approve this as the Second Reading

Councilor Sanders, seconded by Councilor Arrison, made a motion to accept the Second Reading on an amendment to the City Code of Ordinances to re-zone 179 Congress Street to allow horses to be housed there. This motion was approved, 4-0.

H) Request from Richard Mann to have a telephone pole put on City owned land on Pitcher Road so he can get electricity to his lot.

City Planner Wayne Marshall explained that the request has been revised and provided the Council with an updated map showing the changes, he explained that CMP is requesting an easement granted by the City for the purpose of allowing Mr. Mann to have an overhead line crossing, noting that there will be no poles on City property.

Councilor Harkness, seconded by Councilor Sanders, made a motion to accept the request from CMP and Richard Mann granting an easement that will allow for an overhead line crossing City property. This motion was approved, 4-0.

I) Consideration of a request from the Cemetery Superintendent to accept bids for a new pickup truck and to award the bid to the lowest bidder.

Cemetery Superintendent Steve Bogue requested that the Council accept the bids and to award the bid to Dutch Chevrolet of Belfast.

Councilor Mortier, seconded by Councilor Harkness, made a motion to accept the request from the Cemetery Superintendent to accept bids for a new pickup truck and to award the bid to the lowest bidder Dutch Chevrolet of Belfast for \$22,651.76, funds for this purchase will be acquired from the Cemetery Equipment Reserve Account (630-537) and the Maintenance Capital Reserve Account (630-593). This motion was approved, 4-0.

J) Consideration of a request from the Parks and Recreation Director to accept bids and to award the bid to rebuild the surge tank at the City Park Pool.

Parks and Recreation Director Norm Poirier requested that Council accept the bids and to award the bid to Mike's Pool Service of Brewer, noting that at this time they are only awarding the base project bid of \$12,986 and the tank cover replacement bid of \$3,200. Noting that the bid for the

new main drains is still to be determined if it is needed, they will know when they begin the work and complete a pressure test.

Councilor Arrison inquired if the Council needed to make a second vote amending their original motion when they authorized \$15,000 on January 20, 2015 to include the additional funding needed for this project.

Parks and Recreation Director requested that the additional \$1,186 needed be taken from the current Park Maintenance Operating Account.

Councilor Sanders, seconded by Councilor Arrison, made a motion to accept the request from the Parks and Recreation Director to accept the bids and to award the bid to Mike's Pool Service of Brewer, and that the additional \$1,186 needed to complete this project to come from the Park Maintenance Operating Account for the rebuild of the surge tank at the City Park Pool. This motion was approved, 4-0.

K) Update from the Parks and Recreation Director on the grant application to create a permanent management plan for the City owned Range Ways and Rights-of-Ways to the water.

Parks and Recreation Director Norm Poirier and City Planner Wayne Marshall explained that the grant will help the City create a Management Plan for the Range Ways and Rights-of-Ways to the water; they have determined that they will apply for \$34,000 with \$8,500 of that coming from the City. They discussed that there is approximately \$6,250 in the Range Way Capital Project Fund and the remaining City funds to come from the Undesignated Fund Balance.

Councilor Arrison, seconded by Councilor Harkness, made a motion to accept the request from the Parks and Recreation Director to apply for \$34,000 with \$8,500 of that coming from the City as a 25% match to create a management plan for City owned Range Ways and Rights-of-Ways, approximately \$6,250 will come from the Range Way Capital Project Fund and the remaining \$2,250 will come from the Undesignated Fund Balance. This motion was approved, 4-0.

L) Update from the Parks and Recreation Director on the potential redesign of the entrance to City Park.

Parks and Recreation Director Norm Poirier reviewed the revised potential redesign of the entrance to City Park.

Councilors discussed the informational signs and what they would consist of.

Councilor Mortier, seconded by Councilor Sanders, made a motion to accept the revised redesign proposal for the entrance of City Park. This motion was approved, 4-0.

M) Signing of Council Orders and housekeeping items.
Council Order #47 Signed by Councilor Arrison, Ordered That:

The City Manager and the City Treasurer are authorized to expend up to \$6,046 to cover increased inspection cost for the reconstruction at the intersection of Rt.1 & Rt.141. Funds will come from the Undesignated Fund Balance. (Approved on April 7, 2015)

11) Open to the Public

Parks and Recreation Director Norm Poirier informed the Council and public of two upcoming activities:

- Senior Activities Coalition is putting on the event “Let the Games Begin” on May 14th at the Waldo County YMCA.
- 2nd Annual Ukulele Picnic on June 6, 2015 in Steamboat Landing Park

12) Communications

Mayor Walter Ash addressed concerns with Skateboarders using main roads and would like to see enforcement of the City Ordinance.

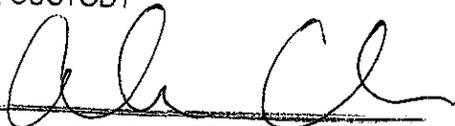
Parks and Recreation Director Norm Poirier informed the Council that the Skate Park will be opening this Friday, May 8th from 2:00 p.m. to 7:00 p.m., and that this may help cut down on Skateboarders using the main roads.

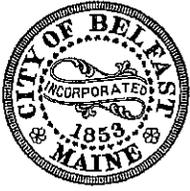
City Manager Joseph Slocum informed the Council that he will address this concern with the Chief of Police.

13) Adjourn

Councilor Harkness, seconded by Councilor Sanders, made a motion to adjourn the meeting at 8:31 p.m. This motion was approved, 4-0.

I HEREBY CERTIFY THAT THE ABOVE
IS A TRUE COPY OF INFORMATION
ON THE RECORD WHICH IS IN MY
OFFICIAL CUSTODY

ATTEST 
AMANDA CUSHMAN, BELFAST MAINE



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

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MANAGER'S REPORT

Belfast City Council Meeting
Tuesday, May 5, 2015
7:00 p.m.

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

FROM: Joseph J. Slocum, City Manager

DATE: Friday, May 1, 2015

Agenda Items:

10-A Request from the City Manager to approve Jackson Kinney as the City's sealer of weights and measures.

We do not pay him but we do have to designate him. He handles most of the communities in this region.

10-B Request from the City Assessor to adopt names for two City roads.

Our City Assessor is also our Addressing Officer who is responsible for creating and providing address information to the Emergency Services Communication Bureau under state law.

The first involves the High School entrance road between the buses and our Assessor, Brent Martin, recommends "Pride Way."

The second is off Lincolnville Ave. There are three owners. Two of the owners recommended either Patten Pit Road or Patten Pit Lane. I guess we get to choose.

City Assessor Brent Martin will be there to answer any questions.

10-C Request from the City Treasurer to authorize a \$1,000,000 Bond Anticipation Note and up to a \$2,150,500 General Obligations Bond.

The Public Hearing notice reflects a request for authorization to issue a temporary borrowing for a \$1,000,000 Bond Anticipation Note and for authority to eventually refinance that note through a \$2,150,500 General Obligations Bond.

The money is for several projects. These projects include the Front Street Reconstruction Project (our share estimated at \$1,300,000). We currently need engineering, design and specification preparation. It also includes the cleanup of the Maskers Property (our share estimated at \$40,000) and the Downtown Revitalization Plan where we are ready for construction (our Share estimated at \$530,000). The \$1,000,000 interim borrowing will pay for engineering work, property acquisition, and some construction and remediation work. Since we will not know actual cost on Front Street until bids come in next year we can only estimate what we think we will need when we refinance the \$1,000,000 Bond Anticipation Note into a General Obligations Bond. Our present estimate is \$2,150,500.

Unfortunately the City Charter requires that when we do temporary borrowing that we also authorize at the same time the permanent borrowing. The problem is that you can't identify a permanent borrowing need until all the bids are in. So we need money now to get us to the ability where we will know what those bids are. Our Bond Counsel has recommended these numbers. If the numbers come in less than we will borrow less, if they come in more we will revisit this with the Council.

We will pay off the interim financing (\$1,000,000 Bond Anticipation Note) and the permanent financing (Estimated \$2,150,500 General Obligations Bond) with proceeds from the Downtown Tax Increment Financing District.

This means that the taxes raised from the **additional improvements** made within this District since 2006 will be used to pay back these loans. The District which benefits most from these improvements will pay for them. All of the taxpayers outside of the Downtown District will not have their taxes used to pay off these loans.

First, we need the Council to authorize a Bond Anticipation Note in the amount of \$1 million for these projects and also authority to issue a General Obligation Note for the same purposed in the amount of \$2,150,500.

Secondly, we need to Council to choose whether the \$1,000,000 note will be borrowed from Camden National Bank or Bangor Savings bank. They've both provided bids at the exact same interest rate of 0.78%. Yes, I said 0.78%.

10-D Resolution authorizing Deputy Treasurer Theresa Butler to sign checks in the name of the City.

We have a relatively new Deputy Treasurer and she is doing an outstanding job for us. I spoke with our auditor and it is common for municipalities to have more than one person able to actually signed checks. No checks are signed or authorized without my specific approval. I signed warrants, which are lists of proposed checks for proposed purposes under our approved budget regularly which authorize these checks to be signed and delivered.

10-E Request from the Schooner Lynx to tie up to Belfast landing for 2 weeks without paying full dockage.

They were here last year when we did not have a large vessel here to take more than 6 people out at a time. This year we have agreed to let the Schooner Timberwind rent space from us at Thompsons Wharf and be available for charters. They can take dozens at a time. I asked the Harbor Master if they would have objection. There is a note from the Harbor Master in your packet indicating that they do. City Harbor Master Katherine Pickering will be at the meeting to discuss this request with you.

10-F Request from the City Manager to demolish a mobile home taken in foreclosure and for authority to negotiate lease payments on foreclosed mobile homes with the landlord.

The City foreclosed on several mobile homes for nonpayment of taxes. One of the owners already came in and redeemed their home by paying their taxes. However, at least one of the mobile homes is in such bad condition that it needs to be destroyed. These mobile homes sit on land that we do not own and I need to negotiate with the landlord for letting them sit there. I am also trying to arrange a transfer to the landlord of one mobile home as payment towards outstanding rent. I'm not sure how much it will cost demolished and dispose of this dilapidated mobile home or the amount I will be able to negotiate with the landlord. I ask for authority to spend up to \$4000 from undesignated fund balance to address this cost with a report back to the Council once I know them. A photograph of a mobiles home this attention to packet.

CITY OF BELFAST, MAINE
IN CITY COUNCIL ASSEMBLED
2015 GENERAL OBLIGATION BOND AND
BOND ANTICIPATION NOTE
NOT TO EXCEED \$2,150,500

ORDERS

WHEREAS, the City of Belfast, Maine (the "City") finds it necessary to undertake public improvement projects including, but not limited to the following:

1) Reconstruction of the area from the Front St./Pierce St. intersection to the intersection of Main St./Front St.;

2) Construction of streetscape improvements on Cross Street, Spring Street and Miller Street and improvements to the Belfast Common (the "Project") which is eligible for financing by the City through the issuance of general obligation bonds or notes under Title 30-A, Section 5772, of the Maine Revised Statutes, as amended, and the City's Charter; and

3) Brownfield Cleanup at 43 Front Street (collectively referred to as the "Project").

WHEREAS, the City Council of the City desires that bond anticipation note of the City be used to finance certain preliminary costs of such Project; and

WHEREAS, the City Council duly adopted Order #39, relating to the preliminary borrowing for the Project, on March 3, 2015; and

WHEREAS, the City Council desires to authorize the issuance of a general obligation bond of the City in an amount not to exceed \$2,150,500 (the "Bond") to the Maine Municipal Bond Bank or some other lending institution;

WHEREAS, the City Council desires to authorize the issuance of a Bond Anticipation Note of the City in an amount of \$1,000,000 (the "Note") and the sale of such to a lender to be chosen by the City Council;

NOW THEREFORE, it is resolved and ordered by the City Council as follows:

ORDERED: Pursuant to law the City is hereby authorized to borrow an amount not to exceed Two Million One Hundred Fifty Thousand Five Hundred Dollars (\$2,150,500) from the Maine Municipal Bond Bank and to execute and implement a Loan Agreement with the Bond Bank in substantially the form provided by the Bond Bank to provide financing for the Project. The Mayor and the Treasurer, or either singly, are authorized to execute and deliver the Loan Agreement; and

FURTHER

ORDERED: Pursuant to the Loan Agreement, there is hereby authorized the issuance and sale of an interest bearing General Obligation Bond of the City in a principal amount not to exceed Two Million One Hundred Fifty Thousand and Five Hundred Dollars (\$2,150,500) for the Project. The proceeds of the Bond shall, without limitation, be used to refund the Note and finance the capital costs of the Project and certain preliminary expenses relating thereto.

FURTHER:

ORDERED: In anticipation of the long term financing to be provided by the issuance of the Bond, and pursuant to authority of the Constitution and Laws of the State of Maine, the City is hereby authorized to issue and sell the Note, the proceeds of which shall, without limitation, be used to finance the capital costs of the Project and certain preliminary expenses relating thereto;

FURTHER

ORDERED: The Note shall bear such date or dates as the purchaser shall request, mature at such date or dates, bear such interest rate or rates, be in such denominations, and be redeemable at such price or prices, all as may hereafter be determined by the Treasurer and the Mayor, the execution of the Note to be conclusive evidence of their determination of the terms and provisions thereof; and

FURTHER

ORDERED: The Note shall bear on its face the words "City of Belfast, Maine" and "Bond Anticipation Note" and shall be signed by the Treasurer and a majority of the municipal officers. The Note shall be in substantially the same form as the specimen note presented to the Council; and

FURTHER

ORDERED: The City hereby covenants to take all lawful action necessary to comply with those provisions of the Internal Revenue Code of 1986, as amended, that except for such compliance, would affect adversely the excludability of interest on the Note from gross income for federal income tax purposes, and to refrain from taking any action that would cause the interest on the Note to become included in such gross income; and without limiting the generality of the foregoing, specifically covenants and certifies that no part of the proceeds of the issue and sale of such Note, including any notes or bonds in renewal thereof, shall be used, directly or indirectly, in such manner as to cause the Notes to be "private activity bonds" or "arbitrage bonds" within the meanings of Sections 141 and 148, respectively, of the Internal Revenue Code of 1986, as amended; and

FURTHER
ORDERED: The City covenants to pay when due interest on the outstanding indebtedness of the City incurred or assumed for municipal purposes; and to pay or provide for the payment of all indebtedness created or assumed by the City, and that for every year that interest and principal are due on the Bond, such amounts shall be included in the tax levy of the City for that year; and

FURTHER
ORDERED: The Note be and hereby is designated as a qualified tax-exempt obligation for purposes of §265(b) of the United States Internal Revenue Code of 1986, as amended.

FURTHER
ORDERED: All actions taken to date by the City Council and the officers of the City with respect to the authorization and sale of the Note are hereby ratified and confirmed. The Treasurer and the Mayor, and each of them singly, are hereby authorized to take such action and to execute and deliver an Arbitrage and Use of Proceeds Certificate, and such additional documents, certificates and instruments as may be deemed by them as necessary to effectuate the execution and implementation of the issuance and delivery of the Note heretofore authorized; and

FURTHER
ORDERED: Any prior resolutions of the City Council restricting the amount of authorized loans or issuance of bonds and notes are hereby superseded; and

FURTHER
ORDERED: If any officer or official of the City who has signed or sealed the Notes shall cease to be such officer or official before the Notes have been authenticated or delivered by the City, such Notes nonetheless may be authenticated, issued and delivered with the same force and effect as though the person or persons who signed or sealed such Notes had not ceased to be such officer or official; and any such Notes may be signed and sealed on behalf of the City by those persons who, at the actual date of the execution of such Notes shall be the proper officers and officials of the City, although at the nominal date of such Notes such person or persons shall not be such officer or official.

(SEAL)

Councilor

Councilor

Councilor

Councilor

Councilor

I certify that I am the duly qualified City Clerk/Deputy Clerk of the City of Belfast, Maine, and that the foregoing votes were adopted by the City Council of the City of Belfast, Maine at a meeting of said Council duly called and legally held in accordance with the laws of Maine, that the meeting was open to the public and that adequate and proper notice thereof was given in accordance with the laws of Maine, on May 5, 2015 and that such votes have been entered into and become a part of the permanent records of the City and remain in full force and effect and have not been rescinded or amended.

CITY OF BELFAST, MAINE

(SEAL)

City Clerk/Deputy Clerk

Dated at Belfast, Maine
Dated: May 5, 2015

May 13, 2015

\$1,000,000

UNITED STATES OF AMERICA
CITY OF BELFAST
STATE OF MAINE

2015 GENERAL OBLIGATION BOND ANTICIPATION NOTE

For value received, on September 13, 2016, the City of Belfast, Maine (the "City"), promises to pay, to the order of _____ Bank the principal sum of

ONE MILLION DOLLARS
(\$1,000,000)

or such lesser amount thereof as may be advanced to the City together with interest payable per annum on the above payment date at the rate of _____%, calculated based on actual days elapsed over a 365-day year, both principal and interest being payable at maturity to _____ Bank, _____, Maine. Proceeds shall be drawn on an "as needed" basis. Principal and interest hereon may be prepaid in whole or in part without penalty or premium.

_____ Bank (the "Bank") may make advances to or for the benefit of the City pursuant to this Note in accordance with the terms of any written agreement executed in connection with this Note between the Bank and the City, or at the oral or written request or direction of the Treasurer of the City. Any advance shall be conclusively presumed to have been made to or for the benefit of the City pursuant to this Note when made in accordance with such an agreement or at such request or direction or when deposited to the account of the City.

This Note is issued under authority of and pursuant to the constitution and laws of the State of Maine, Section 5772 of Title 30-A of Maine Revised Statutes, as amended, the Charter of the City and pursuant to action taken by City Council at a meetings duly called and held on May 5, 2015, and any other applicable authority under the laws of the State of Maine thereto enabling with the proceeds to be used for various capital improvement projects in the City (the "Project").

This Note has been and is hereby designated a "qualified tax-exempt obligation" of the City of Belfast in accordance with Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. This Note may not be reissued in denominations of less than \$100,000.

All acts, formalities and conditions essential to the validity of this Note have been performed and complied with and this Note is within every debt and other limit and regulatory authorization prescribed by law or by votes of the City or its municipal officers but this Note shall not be obligatory unless the certificate of Bangor Savings Bank has been signed hereon.

{EP - 01845169 - v1 }

It is hereby certified that all acts, formalities and conditions essential to the validity hereof have been performed and complied with, and for the assignment, collection and payment of taxes to pay the same, when due, the full faith and credit of the City are hereby irrevocably pledged.

IN WITNESS WHEREOF, the City of Belfast has caused this Note to be signed in its name and behalf by its Treasurer and countersigned by a majority at least of the members of its City Councilors, with the seal of the City impressed hereon and attested by the City Clerk, all as of this 13th day of May, 2015.

{ EP - 01845169 - v1 }

CITY OF BELFAST

By: _____
Rickie LeSan, Treasurer

Countersigned By:

Walter Ash, Jr., Mayor

John Arrison, Councilor

Neal Harkness, Councilor

Eric Sanders, Councilor

Michael Hurley, Councilor

Mary Mortier, Councilor

(SEAL)

ATTEST:

Denise M. Beckett, Clerk
City Clerk

{ EP - 01845169 - v1 }



Belfast Area Chamber of Commerce

December 16, 2015

Thomas Kittredge
Economic Development Director
City of Belfast
131 Church Street
Belfast, Maine 04915

Dear Mr. Kittredge:

The Belfast Area Chamber of Commerce (BACC) is pleased to show our support of your application for a \$400,000 U.S. Environmental Protection Agency Brownfields Assessment Grant. Previous Brownfields Assessment Grants that have been secured by the City of Belfast have led to the identification of potential sites for redevelopment and productive reuse. This additional grant funding, if awarded, will allow the City to continue this positive momentum, by targeting additional sites within Belfast's downtown-waterfront district that are currently not in their highest and best use, or are entirely vacant.

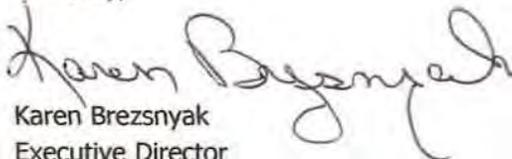
Our organization's mission and purpose echoes the intent of this Brownfields Assessment Grant in supporting the growth of the economy and the revitalization of the area. The BACC promotes a dynamic economy and strong communities through economic development, business advocacy, and member services for greater Waldo County. The purpose and the objective of the BACC is to stimulate, promote, advance and perpetuate the area's professional, business, commercial, manufacturing and economic interests, and to cooperate with local government officials and other public-spirited civic organizations in bettering the social, civic, and cultural interests of our area.

Assessment of brownfields located within Belfast's downtown-waterfront district will hopefully lead to their eventual revitalization, transforming them into future locations for additional business development that will help to grow the economy and to create new quality employment opportunities which would benefit adults currently living in poverty.

The BACC is glad to use our connections and resources within the community to support this project. Specifically, our organization will: 1) disseminate information regarding the City of Belfast's Brownfields Assessment Program through our website (www.belfastmaine.org) and our weekly electronic newsletter that connects with approximately 1,800 people; 2) discuss the program at a future Business After Hours event which are held monthly; 3) discuss the program at a future meeting of our organization's Board of Directors; and 4) provide a representative from our Board of Directors to serve on the City's Brownfields Selection Committee.

Again, the BACC strongly supports this application and we are excited about the possibility of becoming an integral partner with the City of Belfast on this valuable economic development endeavor.

Sincerely,



Karen Brezsnyak
Executive Director



Capital for Opportunity and Change

Thomas Kittredge
Economic Development Director
City of Belfast
131 Church Street
Belfast, Maine 04915

Dec 14, 2015

Dear Mr. Kittredge:

Coastal Enterprises, Inc. (CEI) is in full support of the City of Belfast's application to the U.S. Environmental Protection Agency (EPA) for a \$400,000 Brownfields Assessment Grant. We understand that this funding, if awarded, would allow the City of Belfast to relaunch its Brownfields Assessment Program. Assessing Brownfield sites to determine the extent of contamination is an essential step towards remediation and eventual redevelopment of these properties.

CEI is a private, nonprofit Community Development Corporation and Community Development Financial Institution that provides financing and support for job-creating small businesses, natural resources industries, community facilities, and affordable workforce housing. Our mission is to help create economically- and environmentally-healthy communities in which all people, especially adults below the poverty level, can reach their full potential. The CEI mission guides our loan and investment decision-making; that is, we loan or invest in businesses that economically contribute to the community, that offer livable wages to employees or ownership opportunities to the borrower, and are environmentally responsible. We call this *Triple Bottom Line* investing.

CEI has been a partner with the City of Belfast through the construction of 8 units of affordable supportive housing for mental health consumers in downtown. This project allowed local residents to remain in their home community and achieve independent living while receiving supports from services. As a small business development organization, CEI has also previously provided assistance to and invested in businesses located within Belfast's downtown-waterfront district.

Brownfield remediation and redevelopment is core to our mission of sustainable development. Remediated and redeveloped Brownfields yield important benefits to the community, and the location of many Brownfields within Belfast's downtown-waterfront district provide an exciting potential for new locations for a range of housing types including affordable housing and workforce housing, as well as new potential locations for commercial enterprises that would create new quality jobs to benefit poverty-stricken adults.

In light of this, CEI would like to provide the following specific commitments in support of this effort by the City of Belfast: 1) provide a representative from CEI to serve on the City's



Brownfields Selection Committee; 2) distribute program information via our E-newsletter {sent to hundreds of CEI contacts} and our Business Development Network of counselors, advisors and lenders who make over 1,000 customer contacts each year; 3) CEI will provide \$125 to defray costs for refreshments and advertising for one or more meetings to be held regarding the program; and 4) offer technical assistance in redevelopment planning and financing to entities that are interested in redeveloping the assessed Brownfields.

We here at CEI wholeheartedly support the City of Belfast's efforts to secure funding from the EPA in order to again be able to provide valuable and necessary services through its Brownfields Assessment Program, with the hope and goal to put many of these Brownfields back into productive and sustainable reuse.

Sincerely,

A handwritten signature in black ink, appearing to read "John Egan". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

John Egan
SVP Loans and Investments



our town BELFAST

A MAIN STREET COMMUNITY



December 15, 2015

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SECRETARY

Abigale Avey
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Tom Griffith
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Rossi Meacham
Mary Mortier
Jon Ohlsen
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Natalia Rose



STAFF

Breanna Pinkham Bebb
EXECUTIVE DIRECTOR

Heather Pusey
OFFICE ASSISTANT



Thomas Kittredge
Economic Development Director
City of Belfast
131 Church Street
Belfast, Maine 04915

Dear Mr. Kittredge:

Our Town Belfast is in full support of the City of Belfast's application to the U.S. Environmental Protection Agency for a Brownfields Assessment Grant to fund environmental assessment work through the City's Brownfields Assessment Program.

As an accredited Main Street program (through the National Trust for Historic Preservation and the Maine Downtown Center), Our Town Belfast's mission is to support vibrancy and build community in Belfast's historic downtown - an area rich in cultural and architectural heritage and vital to local enterprises, community projects, and tourism. We envision a vibrant future in which our waterfront, commercial district, treasured historic buildings, and outdoor public spaces are alive with activity.

The potential benefits of this grant are completely in line with Our Town Belfast's efforts to make our downtown a better place to live, work, and play. Concerns over quality downtown housing (including affordable, disabled, and elderly housing), the revitalization of vacant lots and buildings in disrepair, and for the development of additional spaces for commercial activity and associated job creation, are high on our list of priorities.

The board and staff at Our Town Belfast are eager to provide specific assistance to this project should it be funded. Our Town Belfast will reach out to the community and provide information regarding the City's Brownfields Assessment Program – through our facebook page (which has more than 3300 'fans') and our e-newsletter (which has in more than 1000 subscribers). Also, as Executive Director, I will gladly serve on the City of Belfast's Brownfields Selection Committee. Finally, Our Town Belfast is willing to host at least two public meetings at our offices (which are located in Belfast's downtown-waterfront district) to discuss the progress of the program.

Thank you for all you do for the Belfast community and our historic downtown. We hope that your application is selected for funding, and look forward to assisting this exciting project.

Sincerely,

Breanna Pinkham Bebb
Executive Director, Our Town Belfast

(207) 218 1158 | info@ourtownbelfast.org | 171 High Street, Suite 6, Belfast, ME 04915

our town BELFAST is a community-driven and nationally-accredited 501(c)(3) Main Street organization:
Growing and sustaining our historic downtown while celebrating our unique cultural heritage...



NORTHERN
NEW ENGLAND

14 Maine Street, Suite 301
Brunswick, ME 04011
Tel: 207-373-1140
Fax: 207-373-1160
www.voanne.org

December 14, 2015

Mr. Thomas Kittredge
Economic Development Director
City of Belfast
131 Church Street
Belfast, Maine 04915

Dear Mr. Kittredge:

I am writing to support the City of Belfast's efforts in applying to the Environmental Protection Agency for a Brownfields Assessment Grant in the amount of \$400,000 (for both hazardous substances and petroleum contamination), to allow the City to restart its successful Brownfields Assessment Program.

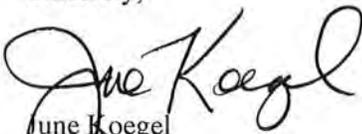
At Volunteers of America (VOA), we provide programs across northern New England at the local, state, and federal levels, programs that serve adults in poverty as well as the elderly. Our organization already enjoys a strong partnership with the City of Belfast, as we operate both the *Maine Coastal Regional Reentry Center*, a reentry center for men returning from county jails and state prison (these men tend to be poverty-stricken), and the *Edward J. Reynolds House*, a 32-unit Housing and Urban Development (HUD)-sponsored affordable elderly housing facility, both of which are located within the City of Belfast's downtown-waterfront district.

Both of our client populations, adults in poverty and the elderly, are in dire need of affordable and elderly housing that is located within walking distance to the essential services that are located in Belfast's downtown-waterfront district. These client populations often do not have their own personal transportation, and Belfast does not currently possess a robust public transportation system. To that end, we are keenly interested in the reuse of several brownfields located within this district as sites for future HUD affordable elderly housing.

VOA sees an opportunity to reinforce our existing partnership with the City of Belfast through this grant application and this program if it is funded. Recognizing this opportunity, VOA will provide the following specific commitments: 1) allowing the Edward J. Reynolds House to be used to host one public meeting regarding the program and to host one design charrette regarding a specific brownfield; 2) providing a VOA representative to serve on the City's Brownfields Selection Committee; 3) and distributing information regarding the program to our approximately 40 member constituency via our e-mail network, social media, website, and flyers.

We certainly recognize the value of the work that has been done up to this point by the City of Belfast's Brownfields Assessment Program, and we wish to do what we can to support its continued success.

Sincerely,



June Koegel
President/CEO

Keith E. Small
Executive Director



BOARD OF DIRECTORS

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Joanne Pease, *Treasurer*
Mike Weaver, *Secretary*

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Vyvienne Ritchie
Linda Stec
Ellie Weaver

December 15, 2015

Thomas Kittredge
Economic Development Director
City of Belfast
131 Church Street
Belfast, Maine 04915

Dear Mr. Kittredge:

I am pleased that the City of Belfast is applying for an EPA Brownfields Assessment Grant which will allow the City to restart its Brownfields Assessment Program. Please consider this letter as an endorsement from Waldo Community Action Partners (WCAP). Brownfield assessment, as well as eventual remediation and redevelopment of brownfields, will benefit the people that our organization serves as well as the City of Belfast as a whole.

WCAP is a 501(c)(3) nonprofit community action program serving approximately 8,000 people in Waldo County, Maine. Our mission is "to create opportunities for people to improve their quality of life." WCAP provides a number of services, including early childhood education, fuel assistance, food assistance, transportation services, the brokering of MaineCare medical transportation, furnace repair and replacement, weatherization, case management, access to heat pumps, home repairs, and help with the electric bill for low-income people in the City of Belfast and in the rest of Waldo County.

We understand that brownfields have a disproportionate effect on sensitive populations that are found in Belfast in relatively high proportions, such as disabled adults, poverty-stricken adults, and the elderly. Importantly, these are the very same groups that are served by our organization; out of the approximately 8,000 individuals that receive services from WCAP, the vast majority of them have incomes that are extremely close to the federal poverty line, approximately 27% of them are elderly, and approximately 14% of them have disabilities.

According to the WCAP publication *Waldo County Community Assessment (2015)*, it states in regards to the affordability of housing: "Many of our communities' valued occupations, including teaching and policing, do not pay enough to afford the median priced home. According to HUD guidelines, jobs that pay 'low-income' wages that can't afford housing in the county include childcare teachers, fire fighters, secretaries, bank tellers, and car mechanics." Further, the assessment states: "A total of 68.3% of households in Belfast are reported as unable to afford a median priced home - the highest in the county." Therefore, WCAP believes that any brownfield within Belfast's downtown-waterfront district that is eventually redeveloped into housing (whether it be affordable, workforce, disabled, or elderly housing), would benefit the groups that we serve, by allowing them to live in close proximity to where they work and/or to where essential services are located.



In closing, WCAP would be willing to assist this project by providing the following commitments: 1) hosting up to 2 community meetings to discuss and promote the City's Brownfields Assessment Program at its office in Belfast (which is located in its downtown-waterfront district); 2) posting information regarding the program in our Belfast office; 3) distributing information regarding the program electronically through appropriate WCAP networks (to approximately 200 recipients); and 4) providing a WCAP representative to serve on the City of Belfast's Brownfields Selection Committee.

Assessment of brownfields leading to the eventual remediation and redevelopment of the same is a win-win for the City of Belfast and for the people served by WCAP. Thank you for considering the needs of Belfast's senior population as well as those who have low incomes and disabilities as you proceed with this project.

Sincerely,

A handwritten signature in blue ink that reads "Keith Small". The signature is written in a cursive style with a large, looping "S" at the end.

Keith E. Small
Executive Director