



CITY OF BELFAST

131 Church Street
Belfast, Maine 04915

Erin Herbig
City Manager

E-mail: citymanager@cityofbelfast.org

Tel: (207) 338-3370 ext. 110

Fax: (207) 338-2419

MANAGER'S REPORT

Belfast City Council Meeting
Tuesday, October 17, 2023

6:00 p.m. Request to go into an Executive Session on a Legal matter with the City Attorney pursuant to 1 M.R.S.A. 405 (6) E.

7:00 p.m. Regular Council Meeting

All City Council Meetings and City Committee Meetings will be conducted in-person at Belfast City Hall, effective May 3, 2022.

TO: Mayor Eric Sanders and Honorable Members of Belfast City Council

FROM: Erin Herbig, City Manager

DATE: Thursday, October 12, 2023

Agenda Items:

10-A Request from the Police Chief to confirm Noah Lang as a full-time Officer for the Police Department.

Officer Noah Lang has been a part-time Officer with the Police Department since May of 2022. He is a native of Waldo County, a graduate of Camden Hills Regional High School and attended Southern Maine Community College, majoring in Criminal Justice.

Since joining the Department, he has successfully completed all the required Maine Criminal Justice Academy prerequisites needed to attend the full-time academy and has completed the City's Police Department Field Training Program. Officer Lang is a hard worker and is highly recommended by his supervisors to advance to a full-time position within the Department which has a current opening.

If approved by the City Council, Police Chief Bobby Cormier requests that a motion is made to confirm Officer Noah Lang as a full-time Officer for the Belfast Police Department. If appointed by the City Council, the new Officer will be sworn in at the meeting by City Clerk Angie Crosby.

Please see the attached memo (10-A) from the Police Chief explaining the request. Chief Cormier will be at the meeting to present, introduce Officer Lang, and answer any questions.

10-B Request from the Police Chief to accept a \$25.00 donation to the Belfast Police Department.

The City of Belfast Police Department has received an anonymous donation of \$25.00.

Police Chief Bobby Cormier requests that, if approved by the Council, a motion is made to accept the funds of \$25.00 and to place these funds into the Department's Revenue account #110-3170 for future use. This account has a current balance of \$5,875.

Please see the attached memo (10-B) from Police Chief Bobby Cormier providing further detail. Chief Cormier will be at the meeting to present and answer any questions.

10-C Request from the Police Chief to accept a \$300.00 donation to the Belfast Police Department.

The City of Belfast Police Department has received a check for \$300.00 from the Low XII Riders for the Belfast Explorer Group.

Police Chief Bobby Cormier requests that, if approved by the Council, a motion is made to accept the funds of \$300.00 and to place these funds into the Department's Revenue account #110-3522 for future use. This account has a current balance of \$0.

Please see the attached memo (10-C) from Police Chief Bobby Cormier providing further detail. Chief Cormier will be at the meeting to present and answer any questions.

10-D Request from the Parks and Recreation Director to expend an additional \$103.00 for the purchase of memorial benches.

On January 17, 2023, the City Council approved the expenditure of up to \$4,000.00 to purchase two memorial benches to be placed along the Harbor Walk with funding to come from the Harbor Walk account #730-770. This is documented with FY 22-23 Council Order #46, attached.

The City has just received the final invoice for this purchase, and unfortunately it is \$103.00 more than what was requested. For auditing purposes City staff is requesting that the Council authorize the additional \$103.00 to come from the Harbor Walk account #730-770, which has a current balance of \$54,111.

Director Dozier requests that, if approved by the City Council, a motion is made to expend up to \$103.00, for a total of \$4,103.00, to purchase two memorial benches to be placed along the Harbor Walk with funding to come from the Harbor Walk account #730-770.

Please see the attached memo and supporting documents (10-D) from Parks and Recreation Director Zach Dozier providing further detail. Director Dozier will be at the meeting to present and answer any questions.

10-E Request from the Director of Code and Planning to approve Shore Stabilization Permits for property located at Map 36, Lot 102.

The owners of property located at 42 Ocean Street (Tax Map 36 Lot 102), John and Sue Murphy, have proposed shoreline stabilization on their property and on the adjacent frontage of the Race Street Rangeway. This area of Belfast shoreline has been subject to erosion over many years but suffered significant damage during the storm event of December 23-24, 2022. The Murphys are concerned that the next similar storm event will result in major loss of upland area from both their property and the City's Race Street Rangeway. The Murphys are proposing to install shoreline stabilization along their frontage and continue that stabilization across the Rangeway. The Murphys propose to hire and pay for a contractor to install stabilization along both theirs and the Rangeway frontage.

Work started prematurely on this project ahead of receipt of permits and authorization by the City but has ceased in the direction of the Belfast Code and Planning Department. The Murphys also propose to hire Thomas Fowler, P.E., LLC (TFPE) to prepare a joint Natural Resources Protection Act (NRPA) permit application to Maine DEP and the U.S. Army Corps of Engineers on behalf of both the Murphys and the City of Belfast.

The Code and Planning has since received the required documentation and is recommending, if approved by Council, that a motion is made to direct City staff to work with the property owner to make improvements to the Race Street Rangeway.

Please see the attached memo (10-E) from the Director of Code and Planning Bub Fournier and supporting documents. Director Fournier will be at the meeting to present and answer any questions.

10-F Further discussion of a proposal by Belfast Pickleball to construct new pickleball courts at Belfast City Park.

The Parks and Recreation Department was approached by Doug Oliver representing Belfast Pickleball about the group's desire to construct four additional pickleball courts at City Park. After consultation with Parks and Recreation Director Zach Dozier, former Parks and Recreation Director Norm Poirier, City Councilor Neal Harkness, Mayor Eric Sanders, and others, it was proposed that building of these new courts be located across the road from the existing pickleball and basketball courts. The group presented preliminary site plans drawn up, and has received estimates for paving, fencing, and surfacing of the proposed courts at the Regular City Council Meeting of September 19, 2023.

Following this discussion with Parks and Recreation Director and members of Belfast Pickleball the City Council directed City staff to bring this proposal to the Parks and Recreation Commission for feedback and to acquire a quote from the City Engineer regarding what it would cost to have the proposed location surveyed and a plan created.

The Parks and Recreation Commission will review the proposal at their regular meeting of Thursday, October 12, 2023. City staff will provide their feedback early next week, ahead of and at the Council Meeting on the 17th.

City Engineer Olver and Associates has provided the following quote:

To complete the survey and create a plan, \$9,350.

To develop plans and specifications for bidding on the pickle board courts, \$5,800, based on having completed the site plan to get the survey information needed for the design.

This is an opportunity for the City Council to review this additional feedback and quote (10-F) and to discuss next steps. Parks and Recreation Director Zach Dozier and I will be available to answer any question the Council may have.

10-G Request from the Climate, Energy and Utilities Committee to accept the Climate Action Plan (CAP).

The City Council held a joint Work Session with the Climate, Energy and Utilities Committee on Tuesday, October 3, 2023, at which time the Committee discussed the plan and answered Council questions.

At that Work Session the Committee explained that having a CAP outlines projects for the City to undertake in the future. Some State and Federal grant programs look favorably upon grant applications that demonstrate a project has been developed and prioritized through a community planning process. FEMA grants are one example. Additionally, the State expects that the US EPA will open a nationally competitive grant program called the Climate Pollution Reduction Grant next year with \$5 billion available to communities and states. It seems likely that communities that have a CAP will see benefit in that program.

At this time, if approved by the City Council, the Climate, Energy and Utilities Committee requests that a motion be made to approve and adopt the City of Belfast Climate Action Plan.

Please see the attached plan (10-G) from Climate, Energy and Utilities Committee providing further detail. Committee Chair, Jon Beal, will be at the meeting to present and answer any questions.

10-H Request from Third Act Midcoast Maine for endorsement of the International Fossil Fuel Non-Proliferation Treaty Initiative.

Third Act is a climate organization for folks over 60 who are committed to working on ending new fossil fuel development during the third act of their lives. The national group was begun by Bill McKibben in December 2021. They are seeking City Council endorsement of the International Fossil Fuel Non-Proliferation Treaty Initiative which has been signed by individuals, towns, states, and countries throughout the world.

The Fossil Fuel Non-Proliferation Treaty is a grassroots initiated fossil fuel non-proliferation treaty based on the successful grassroots effort to curtail nuclear weapons resulting in the Nuclear Non-Proliferation Treaty. It has subsequently been endorsed by the World Health Organization, the European Parliament, the Global Covenant of Mayors for Climate and Energy, 6 nation states, 89 cities and other subnational government entities, including in the US: state of California, and cities such as Los Angeles, Richmond, VA, Albany, NY and Portland, ME.

The Third Act Midcoast Maine has been promoting the initiative at several local events in Belfast this summer and obtained a petition for the Council with approximately 125 local signatures.

The Third Act Midcoast Maine members Ridgely Fuller, Cletis Boyer, Francine Hughes, Deborah Capewell, and Kathy Muzzy have submitted the attached treaty and supporting documents (10-H) for your consideration. Members of Third Act Midcoast Maine will be at the meeting to present and answer questions.

10-I Request to approve in substance and authorize the City Manager to finalize and sign a Purchase and Sale Agreement for the purchase of the former Waldo County Superior Court Building from the County of Waldo.

The former Waldo County Superior Court Building, located at 137 Church Street, has not served as an active courthouse since the completion of the new courthouse on Market Street in 2019. The County of Waldo is now looking to relocate the remaining services in that building to their other county buildings.

As Belfast grows, so do the services offered by the City of Belfast. The City Council has worked with the County of Waldo on a purchase and sale agreement for this building as a future home for City services in addition to City Hall.

If approved by the City Council, I recommend a motion to approve in substance and authorize the City Manager to finalize and sign a purchase and sale agreement for the purchase of the former Waldo County Superior Court Building from the County of Waldo. This agreement has and will continue to be reviewed by the City Attorney.

Please see the attached draft purchase and sale agreement (10-I) for the former Superior Court Building. I will be available at the meeting to answer any questions.

10-J Request to extend a lease agreement for the City owned house located at 54 Crocker Rd.

The City Council had previously leased the house at 54 Crocker Rd. to the former owner when the City purchased it back in November 2016 for a period of 18 months. After the former property

owner moved out of the house it remained vacant for some time. Seeing no obvious need for this space, the Council entered into another lease agreement in September 2020, with a member of City staff, City Clerk Angie Crosby.

This arrangement has been a wonderful fit for the City of Belfast, as it has been of value to the City to have someone on the property when our Public Works crew is not there and has provided income for the City as we determine what to do with the house in the long term. It has also been a great fit for City Clerk Crosby and she is seeking to extend the lease agreement with the City for two years.

The City Attorney has updated the lease agreement (10-J) for your consideration. I will be available at the meeting to answer any questions.

10-K Signing of Council Orders

As a reminder, Election Day will be held on Tuesday, November 7th, 2023, from 7:00 a.m. to 8:00 p.m. at the following locations in the City of Belfast:

Wards One and Two

The Belfast Boathouse

34 Commercial

Belfast, ME 04915

Wards Three and Four

The Tarratine Tribe

153 Main Street

Belfast, ME 04915

Ward Five

United Methodist Church

23 Mill Lane

Belfast, ME 04915

Additionally, the City of Belfast has installed a Ballot Drop Box which has been placed outside of City Hall on the side of the High Street entrance to be used for dropping off absentee ballots. This will help alleviate traffic in the Clerk's office, as well as provide flexibility for voters to drop their ballots off at any time of day.

Absentee voting is currently taking place. Ballots can be requested from the City Clerk's Office but must be submitted by Thursday, November 2nd at 7:00 pm

Beginning on Monday, November 6th at 7:00 am only Special Circumstance Absentee Ballots will be issued.

As a reminder, the City Clerk's Office will be closed on Election Day. Any remaining Absentee Ballots should be returned to the appropriate polling location by ward as outlined above.

For more information on the November 7th election, please see the City website or call the City Clerk's Office at 338-3370 ext. 131.

*The City Council's first Regular Meeting of the month of November will be held on Wednesday, November 8th rather than on Tuesday.

**City of Belfast
Consent Agenda
Tuesday, October 17, 2023
Meeting #8**

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

9) Permits, Petitions and Licenses - Consent Agenda

A. Request to approve a New Victualer License, due to expire May 31, 2024, on the following applications:

Brittani Bass d/b/a Yin-Yang Nutrition

Motion to approve a New Victualer License, due to expire May 31, 2024, on the following applications:

Brittani Bass d/b/a Yin-Yang Nutrition

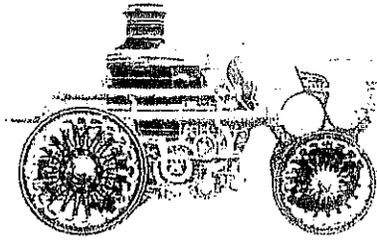
B. Request to approve an Incorporated Civic Organization License for Bagaduce Music for the Bagaduce Music Fundraiser with Johnny Hoy and the Bluefish event located at the American Legion Post #43, 143 Church Street, Belfast, Maine on October 28, 2023, from 7:00 p.m. to 11:00 p.m.

Motion to approve an Incorporated Civic Organization License for Bagaduce Music for the Bagaduce Music Fundraiser with Johnny Hoy and the Bluefish event located at the American Legion Post #43, 143 Church Street, Belfast, Maine on October 28, 2023, from 7:00 p.m. to 11:00 p.m.

C. Request from the Fire Chief to confirm Austin Toole as a part-time EMT and an on-call firefighter for the Belfast Fire and Ambulance Department.

Motion to confirm Austin Toole as a part-time EMT and an on-call firefighter for the Belfast Fire and Ambulance Department.

9.C



Belfast Fire & Ambulance Department
131 Church Street • Belfast, Maine 04015
Phone 338-3302

October 4th, 2023

Honorable Mayor Sanders

Belfast City Councilors

City Mgr. Herbig

Re; Part time EMT/Call force Firefighter Austin Toole

I submit for your confirmation the name of Austin Toole for the position of Part time EMT and call force firefighter. Austin resides in Waldo, works at Waldo County General Hospital as an Emergency Department Tech and is an active member of the Maine Army National Guard. He has combat medic training and his Maine EMS EMT-Basic license. Austin is eager to pick up shifts when available and continue to advance his skills as an EMT. Austin will be a great addition to the team.

Thank you for this consideration.

Patrick Richards

Fire Chief/Ambulance Director

10. A



Memo

To: City Manager Erin Herbig
From: Chief Robert Cormier
cc: City Council
Date: 10/02/23
Re: Hiring request for Police Officer Noah Lang full time.

Hi Erin

To fill one of our current full-time vacancies, we would like to hire Officer Noah Lang as a full-time Police Officer. Officer Lang has been a part-time Officer with the Belfast Police Department since May of 2022. He is a native of Waldo County, a graduate of Camden Hills Regional High School and attended Southern Maine Community College, majoring in Criminal Justice. Since joining the police department, he has successfully completed all the required Maine Criminal Justice Academy prerequisites needed to attend the full-time academy and completed our department Field Training program. He has shown himself to be a hard worker, is well liked and is highly recommended by his supervisors to advance to full-time. I would respectfully request to hire Officer Noah Lang as a full-time Police Officer for the City of Belfast Police Department.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Robert Cormier", written over a horizontal line.

Chief Robert Cormier

10.B



Memo

To: City Manager Erin Herbig
From: Chief Robert Cormier
Cc: City Council
Date: September 25, 2023
Re: Donation

Hi Erin,

The Belfast Police Department would like to request that \$25 dollars cash from a donor who would like to remain anonymous on behalf of K9 dog Spud be accepted and deposited into our revenue account for future use.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Robert Cormier", with a long, sweeping underline.

Chief Robert Cormier

10.C.



Memo

To: City Manager Erin Herbig
From: Chief Robert Cormier
Cc: City Council
Date: September 25, 2023
Re: Donation

Hi Erin,

The Belfast Police Department would like to request that a check from the Low XII Riders to the Belfast Explorer Group in the amount of \$300 be accepted and deposited into our revenue account for future use.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Robert Cormier", written in a cursive style.

Chief Robert Cormier

10. D

Memorandum

October 3, 2023

To: Erin Herbig, Belfast City Manager

Honorable Mayor Sanders and Belfast City Council

From: Zach Dozier, Belfast Parks and Recreation Department

Re: Benches-Harbor Walk

On January 17th, 2023, Belfast City Council approved the expenditure of \$4,000.00 in Council Order Number 46 to purchase two memorial benches to be placed along the Harbor walk, with funds authorized to be taken from the Harbor Walk account #730-770. I have received the final invoice, which is for the amount of \$4,103.00. I am requesting Council approval to pay for the remaining balance of \$103.00 from the same Harbor Walk account #730-770.

INVOICE



ELEMENTS FOR A GREAT OUTDOORS

M.E. O'Brien & Sons, Inc. is an Affirmative Action/Equal Opportunity Employer AA/EOE and Massachusetts SDO Certified WBE

M.E. O'Brien & Sons, Inc.
PO Box 718
Medway MA 02053-0718
(508) 359-4200

INVOICE NUMBER: I231420-IN
INVOICE DATE: 9/28/2023

ORDER NUMBER: S231016
MEO PO #: PO55539
ORDER DATE: 8/3/2023

CUSTOMER NO: PRD131E
SALESPERSON: 55ME

Sold To:
BELFAST PARKS & RECREATION
131 CHURCH STREET
BELFAST, ME 04915

Ship To:
BELFAST PARKS DEPARTMENT
M/F THE FOOTBRIDGE
ATTN ZACH DOZIER
128 LINCOLNVILLE AVENUE
BELFAST, ME 04915

ORDERED BY: ZACH DOZIER
parksandrec@cityofbelfast.org

JOB: THE FOOTBRIDGE, BELFAST ME

CUSTOMER PO	SHIP VIA	SHIP DATE	F.O.B.	TERMS	TAX STATUS	TAX SCH
SIGNATURE	MF	9/27/2023	DESTINATION	NET 30	EXEMPT	ME

ITEM NO.	VENDOR	UNIT	ORDERED	SHIPPED	PRICE	AMOUNT
165-60PL 6' BENCH WITH BACK, RECYCLED PLASTIC SLATS, 2-END ARMRESTS AND SURFACE MOUNT CAST SUPPORTS, COLORS: CEDAR SLATS, BLACK PC	DUMOR	EA	1.00	1.00	0.00	0.00
165-80PL 8' BENCH WITH BACK, RECYCLED PLASTIC SLATS, 2-END ARMRESTS AND SURFACE MOUNT CAST SUPPORTS, COLORS: CEDAR SLATS, BLACK PC	DUMOR	EA	1.00	1.00	0.00	0.00
LOT DEL'D / DUM PRICE	DUMOR	EA	1.00	1.00	4,103.00	4,103.00

MUST CALL 24HRS B4 DEL TO ZACH DOZIER 207/338-3370 X127

WARNING!! PROTECT YOURSELF

Examine shipment before accepting. If damaged or short, request agent to show name on freight bill and send it to us at once. Unless you do this, credit cannot be allowed for loss or damage in transit.

A FINANCE CHARGE OF 1.5% PER MONTH WILL BE CHARGED ON PAST DUE ACCOUNTS.
ALL CLAIMS MUST BE MADE WITHIN 30 DAYS FOLLOWING SHIPMENT.

Net Invoice:	4,103.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	4,103.00



City of Belfast

CITY COUNCIL

Order No.: 46

Date: January 17th, 2023

Councilor: Martien

ORDERED THAT

The City Manager and the City Treasurer are authorized to expend up to \$4,000.00 to purchase two memorial benches, which will be refunded by sponsorship. Funding is to come from and be reimbursed to the Harbor Walk account # 730-770.

Mary P. L. Moither
Signature

1/17/2023
Date

10.E

Erin Herbig

From: Thomas Fowler <tom@thomasfowlerpe.com>
Sent: Thursday, October 5, 2023 4:07 PM
To: Bub Fournier
Cc: Steve Wilson; Jennifer Cormier; Zach Dozier; Erin Herbig; Manda Cushman; Bob Richards; jhmurphy@austin.utexas.edu; Sue Murphy; Shaun Hamilton; Annadeene Fowler
Subject: Murphy & Race Street Shoreline Stabilization
Attachments: Murphy & Race Street Rangeway Shoreline Stabilization Exhibits.pdf

Hi Bub

I'm writing on behalf of John and Sue Murphy, the owners of property at 42 Ocean Street (Tax Map 36 Lot 102), regarding proposed shoreline stabilization on their property and on the adjacent frontage of the City's Race Street Rangeway.

Request

We are writing to request authorization from the City Council for two things:

1. The Murphys to install shoreline stabilization along an eroded portion of the Race Street Rangeway frontage, and
2. For my firm, Thomas Fowler, P.E., LLC (TFPE) to apply for a Natural Resources Protection Act (NRPA) Permit from Maine DEP for shoreline stabilization on the City's behalf.

We request to make this proposal at the next regularly scheduled Council meeting, which we understand to be Tuesday, October 17, 2023.

Background

This area of Belfast shoreline has been subject to erosion over many years, but suffered significant damage during the storm event of December 23-24, 2022. The Murphys are rightly concerned that the next similar storm event will result in major loss of upland area from both their property and the City's Race Street Rangeway. To prevent further erosion on this vulnerable stretch of shoreline, the Murphys propose to install shoreline stabilization along their frontage and continue that stabilization across the Rangeway as shown on the attached exhibits, which include a front view photo exhibit prepared by the Murphys, a plan view of the Murphy property and Race Street Rangeway prepared by TFPE, and two typical sections drafted by TFPE based on information from the Murphys and their contractor. There are two storm drain outlets that run through the rangeway and outlet at the shore. A portion of the rangeway is stabilized with existing rip rap & boulders, but the majority (approximately 40' of the total 58' of the rangeway width) is not stabilized, not vegetated, and prone to continued erosion from surface water flow, annual freeze/thaw cycles, and wave action, particularly in large storm events.

As you know, work started prematurely on this project ahead of receipt of permits and authorization by the City, but has ceased at the direction of Belfast Code Enforcement Officer Steve Wilson and yourself. The Murphys understand that they need State, Federal, and Local permits to install stabilization on their property. They also understand that they need City Council authorization to perform any work on the City's property, as well as obtaining the same State and Federal permits for the City's Race Street Rangeway. They propose to hire my firm, Thomas Fowler, P.E., LLC, to prepare a joint Natural Resources Protection Act (NRPA) permit application to the Maine Department of Environmental Protection and the U.S. Army Corps of Engineers as Agent for both the Murphys and the City of Belfast. I met with the Murphys, Public Works Director Bob Richards, and Parks and Recreation Director Zach Dozier at the property on Wednesday, September 6 to discuss this proposal, of which both Bob and Zach were in support. Because the end goal is

to stabilize two adjacent areas of shore frontage that are in great need, protect both private and public property, with endorsement from impacted City staff, we feel this proposal is of clear mutual benefit.

Summary

We seek the City's authorization to proceed with this proposal as it relates to City owned property and ask to discuss this with the Council at the October 17 meeting. If so authorized, TFPE will prepare plans, permit applications, and submit said permit applications as soon as possible afterwards. Please let me know if you have any questions or comments and we look forward to completing this mutually beneficial project with the City of Belfast.

Sincerely,
Tom Fowler, Principal/Owner
Thomas Fowler, P.E., LLC



Thomas Fowler, P.E., LLC
P.O. Box 117
48-4 Marshall Wharf
Belfast, Maine
thomasfowlerpe.com
207-322-5827

September 18, 2023

Proposed Plan for Rebuilding and Extending the Seawall Up the Bank
42 Ocean Street; Belfast, Maine 04915

42 Ocean
Property
Line South

South
Rangeway
Boundary

42 Ocean
Property
Line North

North
Rangeway
Boundary



Black Matt
Placed on
Exposed Soil
First

Black Matt
Placed on
Exposed Soil
First

Black Matt
Placed on
Exposed Soil
First

Smaller Boulders,
Rock Placed
Behind Large
Frontline Boulders

Smaller Boulders,
Rock Placed
Behind Large
Frontline Boulders

Large Boulders
Placed at Base

Large Boulders
Placed at Base

Smaller Boulders,
Rock Placed
Behind Large
Frontline Boulders

Black Matt
Soil Cover



Justification for the work: A major storm that crashed into the east facing bay front in Belfast on December 24, 2022 sent waves over the existing boulder seawall and caused major erosion of the bank. This erosion was particularly severe in the absence of large bushes/trees and in the range way where a new storm sewer line was installed a few years ago. A large area around the storm sewer drainage pipe was fill and small stones that turned to slug and was washed away. Without this work the next storm would cause addition erosion of the bank.



10/5/23

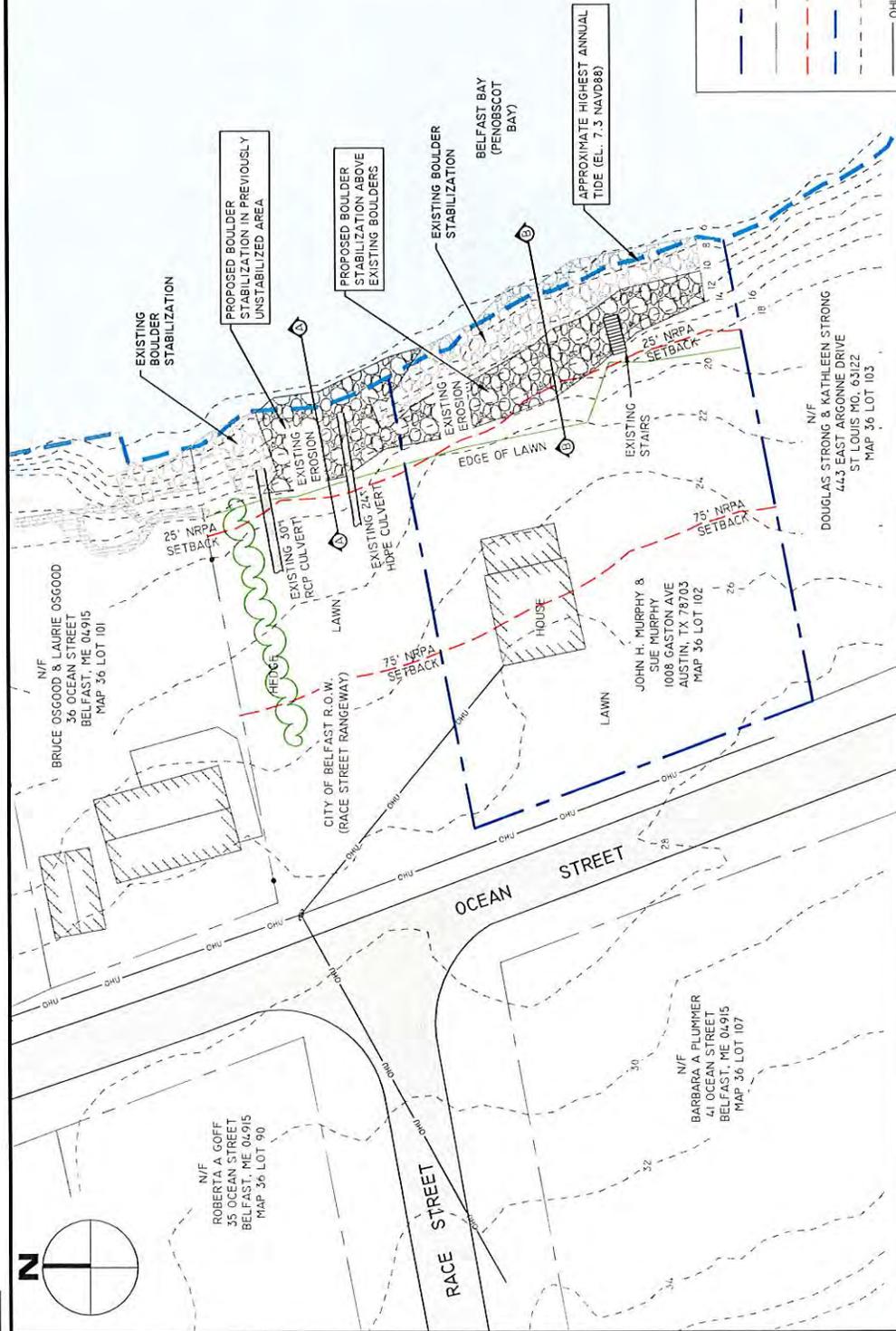
DATE: 10/5/23
 SCALE: 1" = 30'
 PROJECT: MURPHY & CITY OF BELFAST SHORELINE STABILIZATION PLAN
 LOCATION: 42 OCEAN STREET & RACE ST. RANGEWAY
 BELFAST, MAINE 04915

THOMAS FOWLER, P.E., LLC
 CIVIL ENGINEER: DESIGN AND PERMITTING SERVICES
 P.O. Box 117, 48-4 MARSHALL WHARF
 BELFAST, ME 04915
 207-322-5827
 WWW.THOMASFOWLERPE.COM



LEGEND

	APPROXIMATE PROPERTY LINE
	APPROXIMATE PROPERTY LINE OF ABUTTER
	SETBACK LINE
	HIGHEST ANNUAL TIDE (H.A.T.)
	2' LIDAR CONTOURS
	OVERHEAD UTILITIES
	UTILITY POLE
	APPROXIMATE LOT CORNER PIN
	EXISTING STRUCTURE
	EXISTING PAVEMENT
	EXISTING RIPRAP/BOULDERS
	PROPOSED RIPRAP/BOULDERS



PLAN NOTES:

- THIS IS A PLAN OF THE MURPHY PARCEL AND RESIDENCE LOCATED AT 42 OCEAN STREET IN BELFAST MAINE, AND THE RACE STREET RANGEWAY, OWNED BY THE CITY OF BELFAST.
- BASE AERIAL PHOTOGRAPHY AND LIDAR CONTOUR DATA WERE DERIVED FROM THE MAINE OFFICE OF GIS.
- PARCEL INFORMATION AND BUILDING LOCATIONS ARE FROM A PLAN TITLED, "BOUNDARY SURVEY OF RACE STREET, BELFAST, WALDO COUNTY, MAINE FOR THE CITY OF BELFAST," BY GOOD DEEDS, INC., OF BELFAST, MAINE. MAP DATA PRESENTED HERE WERE CHECKED BY SITE VISIT MADE ON SEPTEMBER 20, 2023.
- NO BOUNDARY OR TOPOGRAPHIC SURVEYING HAS BEEN PERFORMED AS PART OF THIS PROJECT.

PROPERTY DATA:

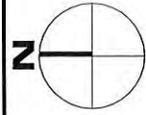
OWNER: JOHN H. MURPHY & SUE MURPHY
 1008 GASTON AVE
 AUSTIN, TX 78703

OWNER: CITY OF BELFAST
 131 CHURCH STREET
 BELFAST, ME 04915

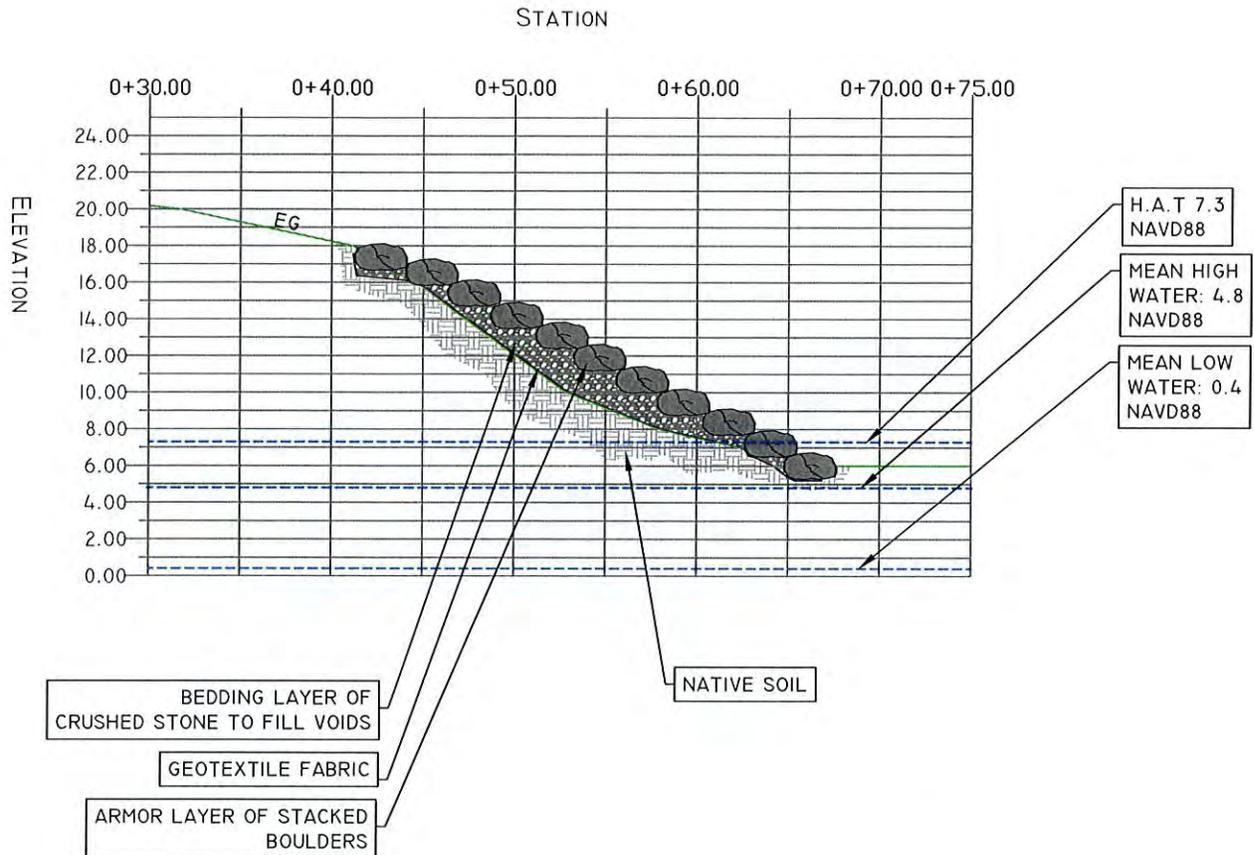
PROPERTY: 42 OCEAN STREET
 BELFAST, MAINE 04915
 TAX MAP 36 LOT 102
 BOOK 859 PAGE 121
 ± .27 ACRES

PROPERTY: RACE STREET RANGEWAY
 BELFAST, ME 04915
 BOOK 1565, PAGE 67

PRIMARY ZONE: RESIDENTIAL I DISTRICT
 SHORELAND ZONE: URBAN RESIDENTIAL DISTRICT

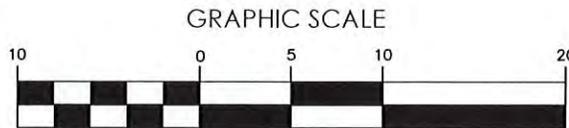


PROFILE VIEW OF SHORELINE STABILIZATION



NOTES:

1. THIS IS A TYPICAL SECTION OF THE BLUFF TO BE STABILIZED.
2. THIS IS NOT AN ENGINEERED DESIGN.
3. THIS SECTION SKETCH IS FROM STABILIZATION DESIGN INFORMATION PROVIDED BY THE OWNER.



1 INCH = 10 FT.

PERMITTING PLAN SET
NOT FOR CONSTRUCTION



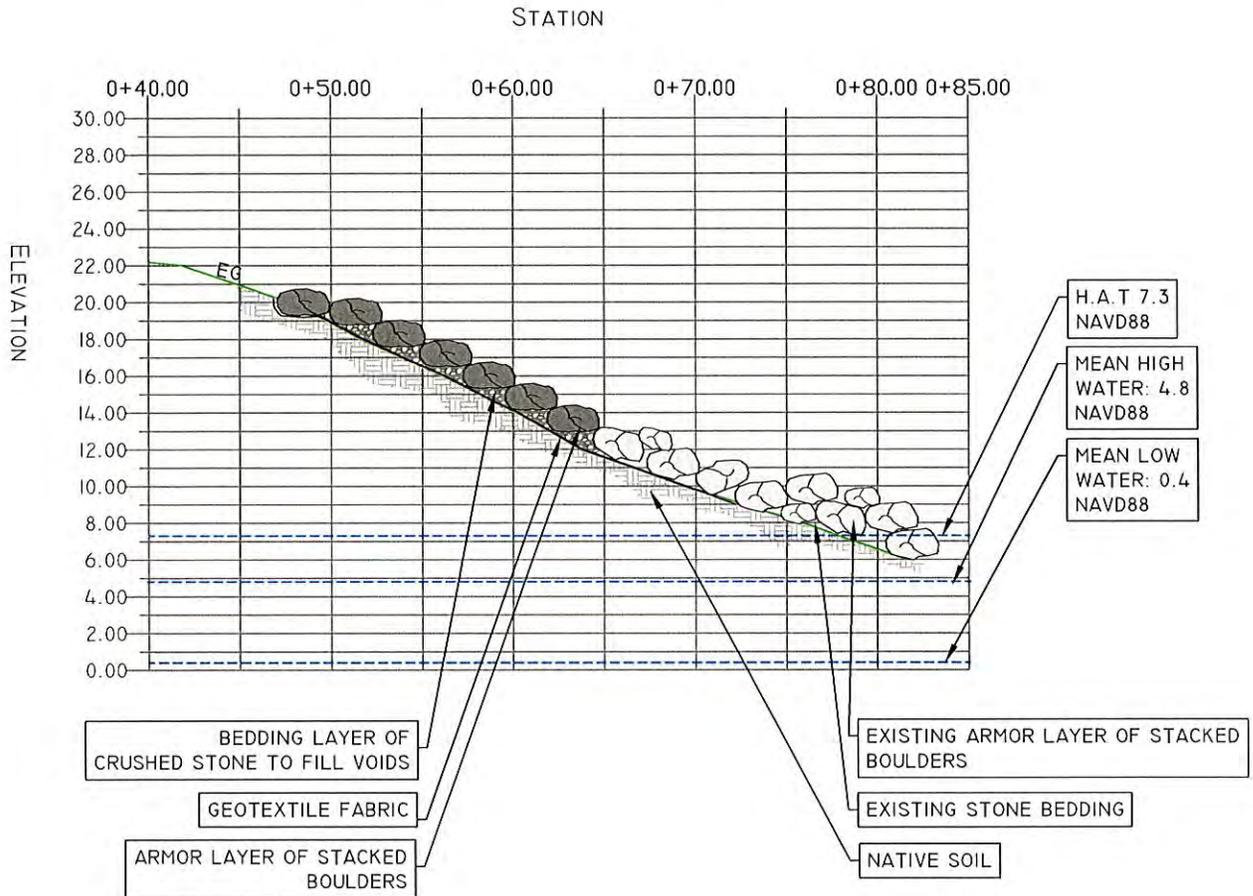
THOMAS FOWLER, P.E., LLC
 CIVIL ENGINEER: DESIGN AND PERMITTING SERVICES
 P.O. BOX 117, 48-4 MARSHALL WHARF
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DRAWING: SHORELINE STABILIZATION SECTION A
 PROJECT: MURPHY & CITY OF BELFAST
 SHORELINE STABILIZATION
 LOCATION: 42 OCEAN STREET & RACE ST. RANGEWAY
 BELFAST, MAINE 04915

DATE: 10-5-2023

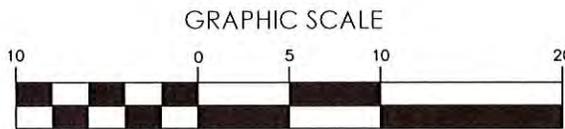
SCALE: 1"=10'

PROFILE VIEW OF SHORELINE STABILIZATION



NOTES:

1. THIS IS A TYPICAL SECTION OF THE BLUFF TO BE STABILIZED.
2. THIS IS NOT AN ENGINEERED DESIGN.
3. THIS SECTION SKETCH IS FROM STABILIZATION DESIGN INFORMATION PROVIDED BY THE OWNER.



1 INCH = 10 FT.

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DRAWING: SHORELINE STABILIZATION SECTION B
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SHORELINE STABILIZATION
LOCATION: 42 OCEAN STREET & RACE ST. RANGEWAY
BELFAST, MAINE 04915

DATE: 10-5-2023

SCALE: 1"=10'

10.F

Manda Cushman

From: Mandy Olver <mandy@olverassociatesinc.com>
Sent: Tuesday, October 3, 2023 7:16 AM
To: Erin Herbig
Cc: Manda Cushman
Subject: City Park Site Planning Budget Pricing

Good morning Erin-

As requested, budgets for developing a site plan at City Park:

To complete the survey and create a plan, \$9,350.

To develop plans and specifications for bidding the pickle board courts, \$5,800, based on having done the site plan to get the survey info need for the design.

Please let me know if you have any questions of need anything further on this at this time.

Mandy

MANDY J. HOLWAY, P.E. (ME, MA)
OLVER ASSOCIATES INC.
P. O. Box 679
290 S MAIN STREET
WINTERPORT, MAINE 04496
(207)223-2232
(207)949-4680 CELL

Manda Cushman

From: Doug Oliver <dougoliver247@gmail.com>
Sent: Sunday, September 24, 2023 6:09 PM
To: Manda Cushman; Erin Herbig; Eric Sanders; Zach Dozier; Ward1 Councilor; Ward2 Councilor; Ward3 Councilor; Ward4 Councilor; Ward5 Councilor
Subject: Addressing councilors concerns about pickleball courts.

Hi everyone,

I wanted to address some of the councilors concerns about the pickleball courts.

1) Tree cutting: I had measured for the 128' x 70' required pad in the proposed location and it would fit without cutting any trees.

Mike had mentioned at the meeting about possibly using the west side of the cut through road next to the tennis courts. In that spot there are 4 labeled arboretum trees that are each about 8' tall that could be moved and some bigger trees which would need their value determined.

2) Court use by Maine residents versus visitors: There are definitely a lot of visitors playing pickleball at the park. If we build 4 additional courts and I put the word out to the pickleball world then there will be an increase in the number of visitors coming to Belfast to play. There will also be an increase of availability for locals to get started who might otherwise be intimidated to step on the court with more seasoned players.

3) I was giving pickleball the hard sell: Guilty as charged. If you look at my history you would see that I've been given recreation of many types the hard sell for the past 50 years. The hard sell is not to benefit myself but to benefit the growing pickleball community and the City of Belfast.

4) Maybe downsize the project to 2 courts instead of 4: We could do this and it would help with the overcrowding but if you research this you would find that the number one mistake that municipalities make is building the number of courts to satisfy the current demand. For us, 2 more courts would still not satisfy the demand and that's without taking in to consideration that the sport is rapidly growing.

5) Pickleball is a niche activity and the park is for everybody: Actually, pickleball is the opposite of a niche activity. It is bigger then baseball, golf or tennis. It draws more people to the park then any other activity. The age range of players is huge, the ethnicity, I suspect, is as broad as the area as a whole and there are no economic limitations.

6) The rendering is not a plan: Agreed. The rendering is a concept and, although I have a lot of ideas about what makes a good venue, I don't have the expertise to do the actual plan.

7) Restrooms: We certainly can all agree that the restrooms need work. I would propose that we make the restroom repairs part of the project as well as refurbishing the existing courts which would then all fall under the LWCF matching grant.

8) Funding: The pickleball club is prepared to start fundraising as soon as we have a green light on the project. We are in the process of establishing ourselves as a 501c3 to enhance our ability to raise money and many of the players themselves will be donating. I would further propose that maintenance of the courts would be a shared responsibility between the city and the pickleball club with the club raising maintenance funds through tournaments, leagues and skills lessons.

9) The open space is used for frisbee and barbecues: I don't really know about the barbecues but I assume they would be down closer to the water.

As for frisbee, for the last 2 years I've got about 200 days in at City Park. In that time I've seen one group of 6 kid's throwing frisbees at the disc golf cage, one duo of guys throwing a frisbee back and forth and one instance of a guy playing frisbee with his dog. I was probably the heaviest user of the field throwing the frisbee for my dog every day after I played pickleball and have stopped only because my dog can no longer see. The point being here is that it does get used for frisbee but very little.

From what I have seen the heaviest use of that area is the bicycle tour company from Vermont that uses it for a staging area, occasionally there is a yoga class there and sometimes a religious service.

10) Pickleball is the fad of the moment: This is a very interesting question. Pickleball has been around for almost 60 years but didn't take off in a big way until Covid. I see big similarities with pickleball/tennis to snowboarding/skiing. When snowboarding started becoming very popular in the 80's there was a lot of contention between snowboarders and skiers. The skiers didn't want snowboarders allowed on the same slopes or resorts catering to the snowboarders needs and the skiers would always say that snowboarding was just a fad and would be gone in a few years. Now, forty years later, we know that snowboarding was not only here to stay but that it essentially saved the ski industry.

Racquetball, on the other hand, was once the fastest growing sport in the country but has all but disappeared now. Racquetball was a victim of technology advancing the sport to a level where it became mostly restricted to elite athletes. A similar thing happened to whitewater kayaking and to windsurfing. Could this happen to pickleball where technology advancements make the game too fast for most people? I can't say it couldn't happen but there is a lot of energy in the industry to prevent it from happening. And a unique thing about pickleball is the ability to have such diverse athletic talent and age able to come together to play and all have an enjoyable time.

11) Is City Park the best location for this project: The Pickleball committee has spent a lot of time on this question. City Park was always our first choice since the existing courts are there. Other town owned land that rose to the top for consideration were at the dog park and the Anderson field by Waterfall Arts.

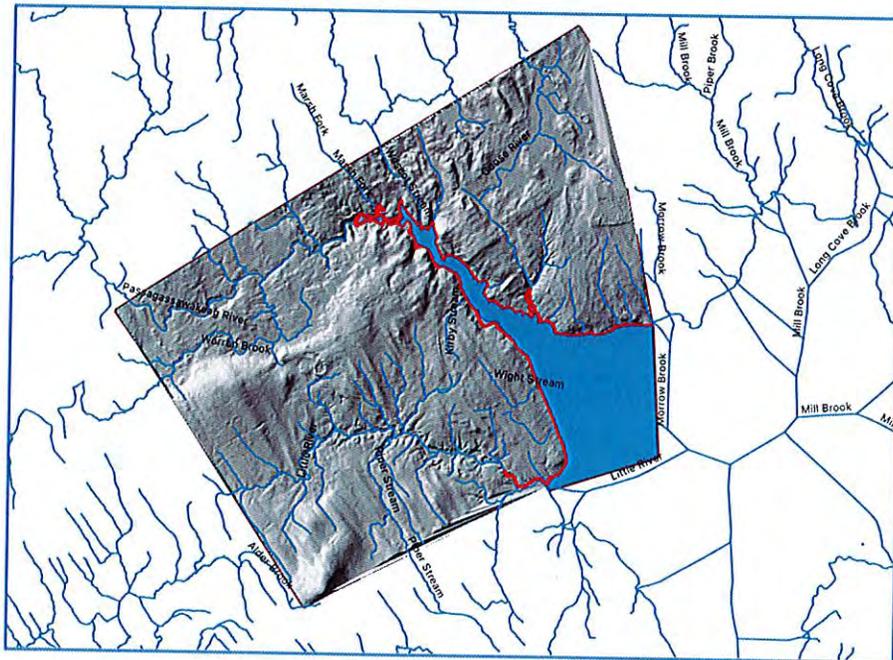
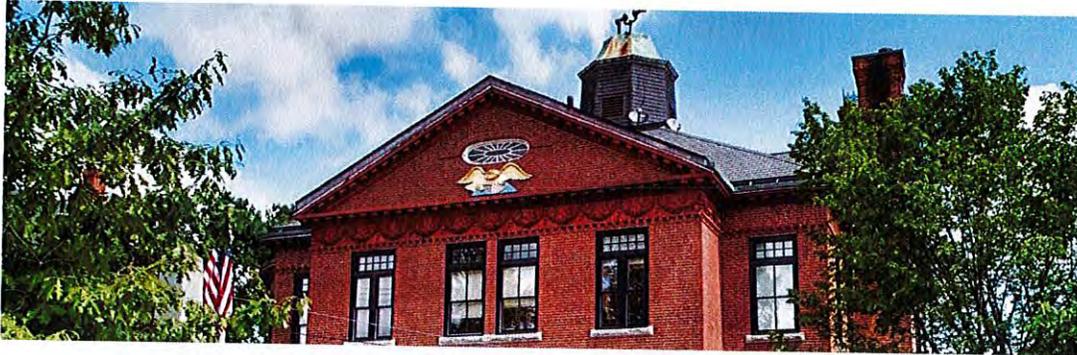
As I said at the council meeting I spent some time with Matt Battani to see if we could coordinate with his plan for developing Anderson field for recreational purposes. I had talked with Doug Beck about still being eligible to obtain the LWCF grant and he assured me it could qualify but would come with some hefty restrictions. I liked Matts plan but determined he probably would not be able to make it happen.

The dog park also looked like a good option but wondered if it might be too wet. We had it looked at by a state soils guy and he confirmed that it would not be suitable.

We looked at the lot on Congress Street where the residential building is happening. Norm had told us that a part of that would be set aside for recreation and this would qualify. The problem is that it's too close to houses where the noise would most likely be an issue.

City of Belfast Climate Action Plan

June 4, 2023



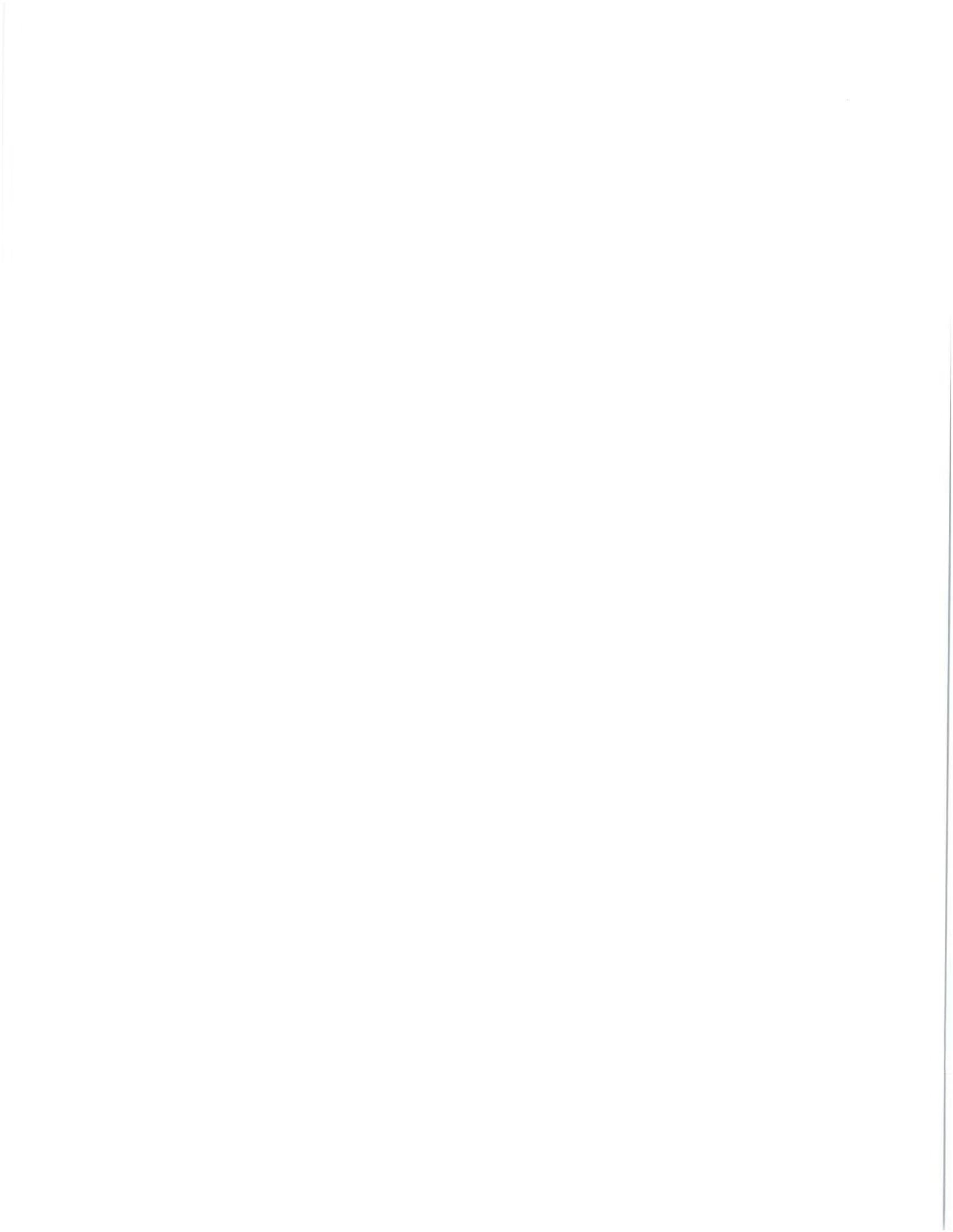


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Introduction

Global Climate Change poses a supreme challenge to human civilization on Earth, together with all life. The changes are proceeding at a rate eclipsing natural adaptation and evolution. Since the end of the last ice age, about 10,000 years ago, Earth's climate has been in a relatively stable condition that allowed human civilization to flourish. Since the Industrial Revolution began around 200 years ago, humanity has pumped vast amounts of carbon dioxide and other "greenhouse gasses" into the atmosphere, resulting in global warming that threatens to change our environment, to the point where large portions of the planet may not be suitable for human habitation, and the rest will be very different from the environment in which our civilization developed. Now, humans must rely on their distinctively human ability to use our 'big brain' for adapting to, and possibly mitigating, the changes that are precipitated. Scientists are optimistic: our understanding and technology make us capable of mitigating, and even reversing, to a degree, the worst effects of climate change. If, collectively, humans have the will.

Belfast takes justifiable pride in a tradition of citizen involvement and activism to address community problems in the interest of making the City a better place for all. One way that involvement is expressed is through citizen advisory committees reporting to the City Council.

On March 20, 2018, the City of Belfast City Council voted unanimously to create the Belfast Climate Crisis Committee [CCC]. On January, 2019, the Mayor of the City of Belfast signed a commitment to the Global Covenant of Mayors. That document committed the City of Belfast to prepare for the impacts of climate change, to develop and formally adopt an assessment of climate hazards and vulnerabilities, and to develop a Climate Action Plan to address them.

This Belfast Climate Action Plan (CAP) is a product of the Climate Crisis Committee in furtherance of that initial commitment. It is intended as a **living document** to initiate further public input. It identifies actions to accommodate and mitigate the effects of climate change on the community. The emphasis is on actions that lead to a resilient community with equity in support for all citizens. In 2022, CCC issued a Greenhouse Gas Inventory, identifying the general sources of the GHGs emitted locally. This CAP summarizes our recommendations both for actions to pursue and policies to adopt.

POLICIES

To the knowledge of the Climate Crisis Committee, City of Belfast has not yet adopted a general policy for adapting to climate change, although it has proposed and/or implemented certain specific policies in that direction, such as analysis of stormwater systems and armoring the wastewater treatment system.

This CAP outlines, in each of its sections, specific **policies** that CCC recommend be adopted, in order to achieve resilience and preparedness for the changes to come. In deciding how to implement these policies, the City must first decide its "risk horizon": i.e. how far into the future it wishes to plan, and what amount of change it wants to plan for. For example, in deciding how to address sea level rise, the City might adopt recommendations made in *Maine Won't Wait*, the 2020 Report in which the

Maine Climate Council recommended **committing to manage** for 1.5 feet of relative sea-level rise by 2050, relative to the year 2000, and 3.9 feet of sea-level rise by the year 2100. Additionally, the Maine Climate Council recommended **preparing to manage** for 3.0 feet of relative sea-level rise by 2050, and 8.8 feet of sea-level rise by the year 2100. Or take another example: in deciding how to address policies concerning Emergency Facilities or Public Health, the City might choose to manage for conditions anticipated in 10 years or 20 years, in light of factors such as the age of our population, and the current availability of state and federal funds [See also section on “Sample Funding Sources”].

GOALS

In addition to the specific policies in each section, CCC recommends the adoption of the following overall goals:

1. Belfast will achieve carbon-neutrality by 2030, and a carbon-zero status¹ by 2045, in accordance with “Maine Won’t Wait” State targets.
2. During this period, Belfast will make changes in its physical infrastructure and its governance to meet the challenges of the climate crisis while reducing the costs of inaction.
3. Belfast will make these changes in ways that will increase economic activity and jobs.
4. Belfast will make these changes while maintaining its sense of community and supporting all of its citizens.

IMPLEMENTATION

CCC recognizes that we are recommending broad and substantial changes in the City’s policies and practices: this is because the challenges the residents face are broad and substantial. These changes will cost money, and the City will need to devote staff time. In this CAP, CCC has “coded” one possible method of implementing,² but it is extended and fragmented. In order to use City money and time wisely, we recommend that the City invest in a staff member, contractor or contracted entity to act as Sustainability Coordinator, at least part-time. That person would coordinate policy changes among departments, write and administer grants, keep current with state, federal and scientific developments, and generally implement this CAP.

Such a person will have a cost. Given Maine’s sustained commitment to and funding for climate action throughout the state, not to mention historic federal commitments not abrogated, it is hard to believe that a Sustainability Coordinator could not generate grants sufficient to cover the position’s cost—and more.

¹ Carbon zero means GHG emissions are not being produced. Carbon neutral means some GHG emissions are generated but offset somewhere else to make overall GHG emissions zero.

² In the CAP below, see blue labels after each action item indicating party responsible for implementing, as follows: **[City]**; **[CCCS]**=Climate Crisis Committee Successor; **[CCCS+]**=Climate Crisis Committee Successor augmented by any person, City committee, outside group or other entity, etc. that CCS might need to collaborate with for the particular action; **[Community]**= any group or set of groups representing the Belfast community; **[Ind]**=individual community member/s.

In deciding how to respond to the challenges of climate change, Belfast will have to carefully weigh many issues, and apply the most current scientific recommendations. It will also have to decide on long-term policies, making a decision in each case as to the risk horizon, and take steps towards resiliency in advance of acute crisis events. CCC is confident Belfast can do this.

CRITICAL INFRASTRUCTURE

Critical Infrastructure is defined as those common systems and resources that are vital to daily operations in the City and community, ranging from water pipes to radio towers. Climate change is creating a heightened need to protect the five types of critical infrastructure that are particularly vulnerable here in Belfast, namely, sewers and wastewater treatment; stormwater drainage; roads; marine facilities; and emergency services or facilities. In a survey of public opinion taken by “All of Belfast: Climate Dialogues” (ABCD) that asked “What do you think are the most urgent issues to address in the Belfast Climate Action Plan?” three had the same number of votes at the top, and Critical Infrastructure was one. At present, the City does not have as much data as it needs to assess the vulnerabilities of each Critical Infrastructure system, much less to plan protections for all. Nonetheless, it has made a start.

Recommended City Policy: Assess vulnerabilities throughout Belfast’s existing critical infrastructure systems and plan to upgrade, protect, or otherwise manage them for greater resilience, given the predicted impacts of climate change now and into the future, per the risk horizon decided.



Sewage and Wastewater Treatment System



Figure 1 Aerial Photo Map of Front Street showing the 14 foot elevation contour line if sea level rises as predicted by 2050.

The Wastewater Treatment Plant (WWTP), located at 10-15 feet above present mean high tide, has been assessed by the City Engineers as vulnerable to flooding from sea-level rise and storm surge anticipated in the near future. The assessment and a plan to deal with it are contained in Olver's detailed report, the "2022 Climate Adaptation Plan", approved by the Council last year.

Recommended City Policy: Consider the WWTP Belfast's highest priority in terms of protection against flooding, and investigate possible alternate siting.

IMMEDIATE PRIORITY action:

- Harden the WWTP site to prevent flooding, per the "2022 Climate Adaptation Plan." [City]

LONG-TERM actions:

- Per the "2022 Climate Adaptation Plan", review the sea-level rise at the harbor every five years, and upgrade hardening for WWTP site as needed. [City]
- Per the "2022 Climate Adaptation Plan", investigate and assess the possibility of building a new WWTP at a site not vulnerable to flooding. [City]
- As the state certifies the necessary new wastewater treatment technology, adopt it to minimize sludge and reduce or eliminate PFAS. [City]

- As the state certifies new technology that treats water to a standard permitting its return to the aquifer instead of discharge into Belfast Bay, adopt it. [\[City\]](#)

Stormwater System

The stormwater drainage system in Belfast is old-to-very-old, and needs to be upgraded system-wide. Frequent incidents of overflow, seepage, wet basements, street flooding, and soil erosion are caused by failures of the old system. Moreover, climate change has already led to extreme storms, increasing the impacts of erosion throughout Belfast. Finally, the terrain along the shores of the Passy River in Belfast, particularly on the west side, is especially vulnerable to erosion, not only because of its steep slope and the extent of impermeable surfaces downtown, but because the soils in this part of the City are poorly drained, meaning they allow more runoff from storms than well-drained soils do. In sum: the downtown harbor area suffers triple jeopardy from erosion.

During September 2022, the City Council took a first step toward upgrading Belfast’s stormwater drainage system by approving a survey and digital mapping of the entire system proposed by the City Engineers in a plan entitled “Stormwater Drainage System Review scope of work project.”

Recommended City Policy: Undertake assessment and necessary upgrades to Belfast’s stormwater drainage system for resilience, per the risk horizon decided. A policy of resilience should favor not simply stormwater disposal, but stormwater conservation and storage as freshwater for beneficial use.

IMMEDIATE PRIORITY actions:

- Complete the combined stormwater and sewage routing (CSO) elimination program in accordance with City Engineers’ advice. [City]
- Following the current survey and mapping phase, determine the need to increase the capacity of the existing and future system—drainpipes and culverts—to accommodate projected increased peak storm rainfall intensity and duration. [City]

LONG-TERM actions:

- Design and contract increased capacity for stormwater system per above. [City]
- Require developers and engineers who size retention ponds for new construction to store water as much as possible. Overflow water can be captured and retained downstream as reserves of freshwater to be used for drought reduction and habitat. [City]
- Review the design and capacity of City-owned drainage ditches and culverts that redirect rainwater runoff in areas outside of the stormwater drainage system, and make any appropriate upgrades. Belfast has long regarded open ditches as desirable in some locations. Ditches can act as

storage basins if they have an outlet to a culvert. The City has maintained its ditches very well by cleaning them regularly. **[City]**

- Encourage residents to plant trees, shrubs, and 'rain gardens' on both public and private land, using species that can absorb excess rain. **[CCCS+][Community][Ind]**
- Recommend and publicize a best practice to infiltrate stormwater from houses. **[CCCS+]**

Roads



Roads are critical for commerce, public safety, and general mobility in Belfast, since mass transit is limited. The costs to repair roads are high.

The Public Works Department has a standard procedure to replace failing culverts and shoulders when they are damaged by storms and when streets are paved. The Department also acts quickly to sweep up gravel and leaves when they endanger the proper functioning of culverts, streets, and ditches. Given weather patterns driven by climate change beyond normal bounds, however, the City needs to move toward greater resilience.

Recommended City Policy: Evaluate the vulnerability of the City road system to flooding and plan for resilience in advance. In collaboration with other municipalities, develop a strategy to work more closely with MEDOT officials on joint maintenance programs for critical State-controlled roads and ROWs through municipalities and joint advance planning for such roads.

IMMEDIATE PRIORITY actions:

- Digitally map those areas where low elevation and ponding make flooding along certain roads likely. GIS 2-foot Lidar coverages are available from the State of Maine GIS database that help with advance planning to protect roads against weather-related damage, to repair roads that have already sustained damage, and at a minimum, to alert the Public Works Department or the police where to post warning signs for the driving public. [City]

LONG-TERM actions:

- Continue following Department of Public Works policy and practice to elevate, regrade, and upgrade vulnerable roads to appropriate standards where necessary, and improve drains and culverts that are undersized or broken. [City]
- Consider repurposing roads that are proving most vulnerable to sea-level rise. [City]
- Actively engage with MEDOT to conduct regular maintenance of drains, culverts, ditches, and trash grates along State ROWs in Belfast. [City]
- Negotiate with MEDOT to plan jointly for the future of State roadways passing through Belfast. [City]

Marine Facilities and Access

Belfast Harbor hosts two major private marinas and a Public Landing with a launching ramp, support facilities, an array of docks, and rental moorings. Private moorings and floating docks are available from the private marinas. Larger mooring fields in the inner and outer harbor are managed by the Harbormaster. Recreational marine activities are thriving; shipbuilding and commercial boat services/repair are steadily increasing. Commercial fishing has an historical presence, and investment in sea-based marine aquaculture has grown. Over 240 private properties abut the shore of Belfast Bay within the City limits. Per Maine State statutes, however, Belfast ensures access to the shore, as the harbor is a public asset.

The bathymetry, open exposure, and orientation of Belfast Harbor to the southeast leaves it vulnerable to storms, whose energy typically results in short-period 3-4 second waves. The longest fetch is from the south. Sea-level rise threatens flooding particularly to the lower elevations of the harbor's west side, which are only a few feet above the historic maximum high tide of 13+ feet. High-tide flooding that's now only a nuisance will be the daily normal by 2100.

The breakwater protecting City Landing has deteriorated during large storms and is past its useful life. After a 2019 substitute proposal for protecting the harbor was deemed infeasible, a new study was begun to address the failing breakwater. Completed in February 2023, it offered preliminary designs for three options, and some cost figures. Further study seems needed. The improvement process will be handled by the Belfast Harbor Department.

Recommended City Policy: Replace the breakwater to protect City Landing; next, if retreat is not acceptable in the mid to long term, a comprehensive plan to protect all of Belfast Harbor from sea-level rise, storm-driven waves and surge is essential. Priority should be given to the west side, where substantial public and private investment in infrastructure is most at risk.

IMMEDIATE PRIORITY actions:

- Obtain funding for and model possible increased sedimentation caused by: i) a longer breakwater option; ii) runoff from climate-driven intense rain-storms at the inner harbor. [City]
- Obtain funding for and implement one of the three options for improving the breakwater. [City]

LONG-TERM actions:

- Update the ordinance governing mooring implementation to allow for sea-level rise and storm surge in the mooring field. [City]
- Conduct a comprehensive study resulting in a plan to implement the following:
 - A means, such as a levee, to provide protection from flooding due to sea-level rise on the harbor's west side, per risk horizon decided.
 - A means, such as a floating wave attenuation system, to minimize the worst impacts of storm-driven waves on the harbor.
 - A long-term plan for managed retreat and restrictions on further development for threatened harbor properties. [City]
- Complete and implement a management plan to protect the environmental integrity of the upriver estuarine portion of the harbor. [City]

Emergency Services and Facilities

Communications Systems



Current public communication systems are the wired telephone system and Wi-fi cellular systems. Emergency and marine services also include VHF radio links. In Belfast, only about 8% of households lack connectivity with the Internet. Still, in an emergency any type of contact may be vulnerable to widespread power loss, and the 'siloing' of communications. Authority over communications in emergencies is complicated by the separate jurisdictions of the City and the Waldo

County Emergency Management Authority (WCEMA): such complications should be worked out jointly and warning systems tested regularly.

Recommended City Policy: Working with WCEMA, establish protocols for clear warning systems that can be accessed by all in the Belfast community during emergencies.

IMMEDIATE PRIORITY actions:

- Decide on the scope of warnings to be considered emergencies, e.g. air and water quality alerts, heat and cold emergencies, fire, flooding, etc. [CCCS+]
- Publicize the existence of clear warning systems agreed upon by the City and WCEMA so that the community learns how to access them. [CCCS+]
- Ensure that cell towers and cable repeater amplifiers have independent power backup systems for extended power outages. [CCCS+]
- Verify resilience of traffic light systems on roads in the event of power outages. [City]

LONG-TERM actions:

- Establish and promote a voluntary emergency backup Wi-Fi mesh city-wide intranet that utilizes private and public Wi-Fi servers. Participants would need an installed software application for initiation, control, and security. Those participants who do not have a back-up power supply could be provided with one. [CCCS+] [Community][Ind]

Public Shelters

If you were to get one of FEMA's severe weather warnings on your smart phone, and respond to it by clicking "Find nearest Emergency Shelter", FEMA would tell you that the nearest location within 200 miles is a community health clinic in Woonsocket, RI, 209 miles away. That would get your attention! Indeed, Belfast and Waldo County lack shelters where the public can go for relief during spells of severe heat or cold. The City has tried to provide temporary shelter in a few such spells, but these attempts aren't likely to scale at the rate that climate change is increasing the intensity and frequency of weather emergencies. In Belfast, 35.6% of the population is over 65, about twice the national average, and the elderly are most vulnerable to weather emergencies. Many people under 65, for a variety of reasons, including homelessness, also require emergency relief. *(See also section on "Public Health")*

Recommended City Policy: Working with WCEMA, establish one or more emergency shelter/s available to the community that are properly supplied and staffed for short-term, long-term as necessary, with locations well-publicized, and some transportation assistance provided.

IMMEDIATE PRIORITY actions:

- Begin organizing plan for emergency shelter operations: identify locations, public or private; sources for materials; and, as necessary, methods to provide meals, sleeping quarters, and sanitary facilities. [City] [CCCS+]
- Educate the community regarding the location of emergency shelter/s, instructions on using services. [CCC+]
- Promote adoption of efficient air-conditioning/heat pump installations in private and public buildings so that the community has less need for an emergency shelter. *(See also section on "Buildings and Homes")* [CCC+]

LONG-TERM actions:

- Working with the WCEMA, stockpile emergency food and water sufficient for a percentage of the population at need in an emergency, estimated for a portion of Waldo County as well as Belfast. *(See also section on "Food Security")* [City] [CCCS+]
- Investigate developing a new Community Center in Belfast to replace the Community Boathouse. This building should be large enough to function not only as a central emergency shelter, but also to serve a wide range of other community uses. [City] [CCCS+]

(CCC recommends this action knowing that the Community Boathouse's vulnerability to sea-level rise is already making it unsustainable, and that neither its size nor design allows sufficient flexibility for multi-purpose use.)

Food Security

Climate change is causing food to become more scarce and more expensive, all over the world. This is certainly a national problem: in Maine it hits hard because Maine has an aged population, and is considered the fifth most food insecure state in the nation, while Waldo County is the second most food insecure county in the state. Belfast is somewhat distant from major highways and airports, and if the transportation network were to fail the result would be a food distribution crisis. This could occur if storms or other disasters cause damage to the transportation system: climate change makes these disasters more likely. Maine is also at the end of some of the national distribution systems, and Belfast may be particularly vulnerable.

Recommended City Policy:

Working with WCEMA and other concerned parties, determine vulnerability of food distribution system locally, and develop a plan to deal with it.

IMMEDIATE PRIORITY actions:

- With the help of the Maine Department of Agriculture, Conservation and Forestry, parties along the Maine side of the food supply and distribution chains, as well as small regional and local food networks, develop data on food needs and sources specific to Belfast and its immediate neighbors in Waldo County. (See also section on “Natural Resources”/“Land”) [CCCS+]

LONG-TERM actions:

- Encourage entrepreneurship at all links of the grower-to-consumer food chain county-wide: collaborative distribution, gleaning projects, community fridges, food-processing and marketing cooperatives, affordable food centers, diversified farmers markets, and any other new approaches to maximizing uses of food produced locally. [CCCS+][Community][Ind]

TRANSPORTATION

Belfast, like all municipalities in the US, has evolved to support auto or truck transport, to the detriment of alternatives such as walking and bicycling. The City also lacks mass transit options. Quasi-public transport options include WCAP's Mid-Coast Transportation, which is affordable, flexible, and primed to expand, but needs ridership to do that. Biking, particularly on electric bikes, is growing in popularity during six months of the year. Although bike access from the outlying areas is complicated by Rts 1/3, bike lanes are marked within the Bypass to facilitate biking on major streets. Still, vehicles fueled by gas or diesel dominate the roads, making the transportation sector the greatest source of carbon emissions for Belfast—49%. With federal and state incentives, the community is gradually adopting electric vehicles, mostly charged at home; the City is providing charging stations for the traveling public partly offset by City solar power; WCAP plans to replace their fleet gradually with EV vehicles. All this is progress. For environmental, equity, and health reasons, however, the single solution of electrifying vehicles alone is neither desirable nor sustainable.

Recommended City Policy: Support a broad diversity of options to maximize public transportation for commuting and shopping, minimize need for car ownership, and make Belfast a safer, more walkable and bikeable community.

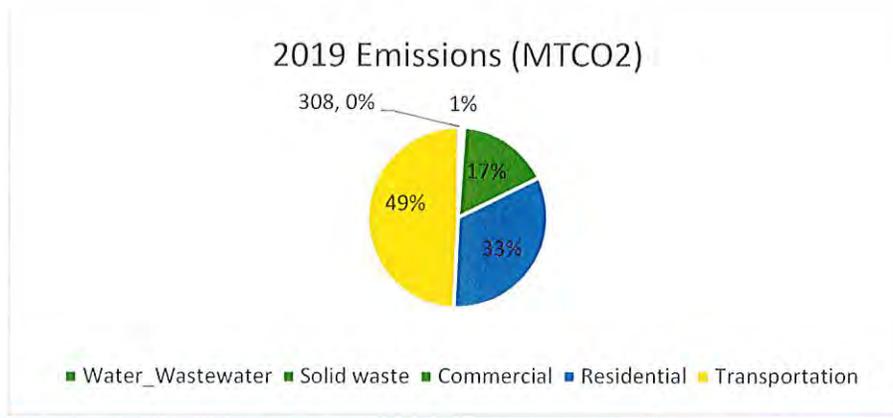
IMMEDIATE PRIORITY action:

- Monitor the use of Belfast's available electric charging stations and adjust per demand. [City]
- Assist WCAP in negotiating with the State on a possible State/City transit pass program for low-income users of WCAP. [City]

LONG-TERM actions:

- Lead by example: convert City fleet to electric or alternate non-fossil fuels when feasible. [City]
- Investigate possible locations and designs to take pedestrians and cyclists over or under major route crossings at locations where traffic signals are not permissible. [City][CCCS+]
- Expand bike lanes onto new routes where feasible at time of repaving. [City] [CCCS+]
- Encourage relevant businesses to consider a group purchase for electric bikes, reducing cost. [CCCS+]
- Publicize the availability of electric lawn mowers and other electric yard maintenance tools. [CCCS+][Community]

- Support and help publicize WCAP expansion to low fee/no fee public bus transport for intra-city, flex, and commuter routes as ridership increases. [CCCS+][Community][Ind]



BUILDINGS: HOMES and BUSINESSES

In a survey of public opinion taken by ABCD that asked “What do you think are the most urgent issues to address in the Belfast Climate Action Plan?” the top three choices were tied, and Housing upgrades was one. The systems that Belfast citizens rely on to heat our homes, prepare our food, and provide hot water are major contributors to greenhouse gas emissions. 60.4% of Maine households rely on oil. Cooling our homes is already becoming an issue. The same considerations apply to commercial and City buildings. The CCC’s Greenhouse Gas Inventory (GHGI) shows that the combined sectors of residential and commercial energy use contribute 50% of Belfast’s emissions. A transition away from fossil fuels will require time to implement, however, while reducing energy use via energy efficiency in existing and new buildings is essential right away. In all cases of the policy and actions recommended below, the future cost of energy will be a powerful market incentive.

Recommended City Policy: To reduce carbon emissions and energy costs, continue transition to electricity or other green energy sources for heating and cooling and update energy efficiency throughout Belfast’s built environment.

IMMEDIATE PRIORITY actions:

- Adhere to Maine’s Uniform Building Code, at a minimum, which sets robust requirements for insulation in new construction. [City]

- For new construction, adopt changes to building codes that emphasize energy efficiency, especially in the case of affordable housing. [City]
- Publicize and promote adoption of efficient heat pump/cooling installations in private and public buildings. [CCCS+]
- Sponsor public tours of new homes and offices in Belfast that use sustainable building design and materials, advanced weatherization techniques, and energy-efficient appliances. [CCCS+]

LONG-TERM actions:

- Lead by example: continue doing regular energy audits, weatherizing City buildings and facilities and upgrading heating plants. [City]
- Develop an incentive program to assist homeowners and rental property owners upgrade existing housing stock. [City][CCCS+]

Electric Power System

Here in Belfast, solar and heat pump companies are busy installing products that will reduce our reliance on carbon-producing fuels and get us to an “electric economy.” The industry is in a growth phase in Maine. The number of heat pumps and solar panels installed in the City alone has not been tracked, but across the state 82,326 heat pumps have been installed since 2019 and the goal is for 100,000 by 2025, which is likely to be exceeded: this gives a sense of the rate. If the rate of increase for Electric Vehicles, EVs, meets the state targets as well (currently it does not), heat-pump systems and vehicle charging will likely double the power consumption of the typical Belfast home. The same trend will be true for City and commercial buildings. On the consumption side, growth of demand for electric power nationwide is expected to reach two to three times the present, not including allowance for population growth. On the generation side, renewable sources such as solar and wind will be available, but the capacity of the regional grid currently is too limited to take advantage of them: long interconnection delays are already happening in certain parts of Maine. The Maine Public Utility Commission (PUC) is currently beginning a planning process expected to update the distribution system in stages to increase capacity and incorporate more storage, perhaps through microgrids, to make effective use of renewables.

Recommended City Policy: Be proactive in understanding how the PUC planning process will affect the distribution system in Belfast so the City can benefit from increased capacity. [City]

IMMEDIATE PRIORITY actions:

- With CMP or other experts, develop a detailed model of the present electrical demand in Belfast as a critical tool for planning. [City]

LONG-TERM actions:

- Prepare for change in the electric power system by looking into zoning, regulatory, and code changes that encourage renewable power installations. [City] [CCCS+]
- Take every opportunity to establish a Belfast microgrid, allowing the interconnection of public and private renewable sources, combined with a substantial grid-level storage capacity for sustained operation independent of the grid when necessary. This would reduce the need for private homes with their own solar power to install battery systems. [City] [CCCS+]
- Encourage bi-directional EV charger installations, permitting the use of EV batteries to support the microgrid in emergency conditions. [City] [CCCS+]

NATURAL RESOURCES

Land, Soils and Farms

Belfast is comprised of 24,536 acres of land, with almost 40% of the land considered either prime farmland or soils of statewide importance. It has seven preserves or conservation areas consisting of more than 200 acres within city limits, as well as 13 municipal parks. Three parks and fifteen rangeways provide public access to the bay.

The greatest threats facing the health of land, foliage and crops are flooding due to increased levels of precipitation and extended periods of drought. The highest recorded levels of precipitation have occurred within the past decade. The classic definition of an “extreme precipitation event” is two or more inches of rain in 24 hours: this now occurs regularly. Flooding and erosion threaten soils, wildlife habitats and food production.

Local soils range from coastal sand and rock, to loam and prime agricultural soils, to compact glacial till, to wetland or hydric soils. The soil map above shows that most of Belfast’s land is not prime farmland; still, Belfast does have areas of prime and important soils that should be noted and treated with care. In urbanized areas, drainage has been subjected to years of engineering: cut-and-fill, streets, drains, culverts, and then springs, only some of which are natural. To make the land and soils more resilient, we need to protect the good soils, use natural regenerative processes to improve the ones that have been depleted, and use a variety of natural and engineered tools to address the soils most at risk. *(See also section on “Stormwater”)*

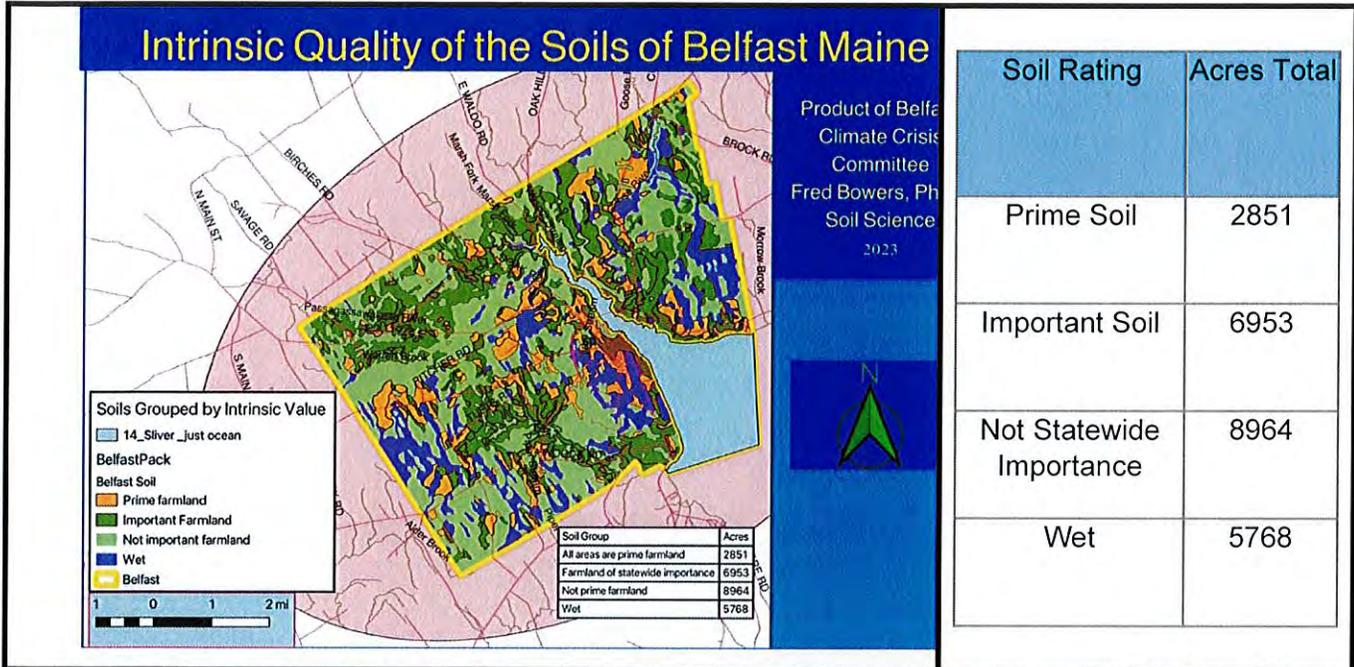


Figure 2 Intrinsic Value of Soils of Belfast

Map created by Fred Bowers

Recommended City Policies:

- Investigate the feasibility of adopting the federal and state land conservation goal of 30% by 2030 (aka "30x30") for Belfast.

IMMEDIATE PRIORITY actions:

- Investigate a method of monitoring state information and mapping on PFAS and other toxic chemicals and their distribution in Belfast soils. These data will be useful for land development, gardeners, and farmers. In some cases, these data will be useful to protect areas like playgrounds.

LONG-TERM actions:

- Collaborate with organizations such as the Coastal Mountain Land Trust to preserve land and develop recreational opportunities. [CCCS+]
- Encourage citizen development of Certified Conservation Landscapes, including residential and small mixed-use properties, woodlands, farmlands and parks. [CCCS+] [Community][Ind]

- Use zoning tools to require siting of solar developments on PFAS-damaged land, previously developed land or other degraded sites rather than on prime farmland, soils of statewide importance or forested land. [City]
- Adopt education, tax, zoning, and other policies that encourage local farming and food production. [City]
- Advocate for farmland preservation. [CCCS+]

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Shoreline

Belfast’s location at the mouth of the Passy estuary on Belfast Bay and Penobscot Bay includes approximately 240 parcels of land with frontage. The shoreline is under increasing stress from sea-level rise and storm surge. Predictions hold that Belfast can expect at least a foot of sea-level rise by 2050, and almost two feet by 2100, under reasonable scenarios of future GHG emissions. The intensity, frequency and duration of severe storms have caused extensive damage and threaten to overwhelm existing structures. Beach erosion and damage to marshes, seagrass beds, coastal bluffs and other natural features threaten habitats for wildlife. *(See also section on “Marine Facilities and Access”)*

The impact of climate change on Belfast’s shoreline has been a high priority for the City, and CCC’s first assignment was to prepare a report on sea-level rise, completed in 2019. Coincident with that, the CCC began collaborating with BAHS students, teachers and others to install equipment for a weather station and tide gauges at City Landing. CCC undertook this effort to develop data on sea-level rise, storm surge and wave action specific to Belfast, and believes that sharing this data with state experts will lead to more accurate predictions for the future. *(See also section on “Next Generation”)* In July, 2022 CCC held a meeting for all shoreland property owners of record and the public to present information about the coming impact of climate change on Belfast’s shores. This remains a top concern for the City, as this CAP shows. The community’s interests are not all aligned.

Recommended City Policy: Replace the breakwater to protect City Landing; next, if retreat is not acceptable in the mid to long term, a comprehensive plan to protect all of Belfast Harbor from sea-level rise, storm-driven waves and surge is essential. Priority should be given to the west side, where substantial public and private investment in infrastructure is most at risk. *[Same as in section on Marine Facilities and Access]*

IMMEDIATE PRIORITY actions:

- Develop a guidance document describing the procedure for obtaining permits to strengthen coastlines using seawalls or other forms of armoring, raising foundations, and implementing nature-based solutions. [City]
- Install Obscape tide, weather and time-lapse video sensors at City pier. [CCCS+]

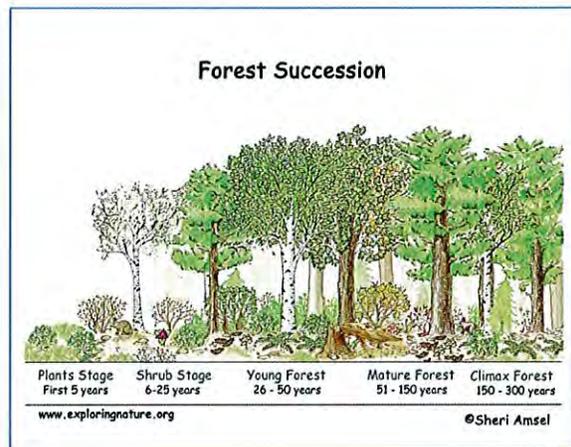
LONG-TERM actions:

- Continue to publicize information on sea-level rise and storm surge. [CCCS+]
- Publicize need for broader adoption of flood insurance. [CCCS+]
- Publicize information on the advantages and disadvantages of the various shoreline protection strategies to help citizens make choices. [CCCS+]
- Encourage collaboration by community groups to develop joint mitigation projects. [CCCS+]



Forests

Belfast has a long history of human occupation. Indigenous people occupied this area by around 10,000 years ago, and modified the forest somewhat before the Europeans arrived. Europeans cut down most of the original forest, harvesting large stands of white pine, oak, and maple. What we see now of the original forest is scattered in tiny fragments. Old landscape photos show the surrounding hills completely cleared for agriculture and homesites. Currently, the trees in Belfast comprise a “successional forest” that is frequently disturbed, sometimes harvested, and never likely to become a mature “climax” forest. Furthermore, climate change is causing changes to the forest in terms of habitat for unfamiliar insect pests, invasive shrubs and plants. Migratory bird routes have shifted; animals are ranging into new territories. The Belfast community is on a steep learning curve to keep our forested areas healthy and biodiverse.



One strong motivation for encouraging forests is that healthy forests are particularly good at long-term capture (sequestering) of carbon and keeping it out of the atmosphere. The USDA Forest Service provides a calculator tool called “iTree” that calculates tree canopy and benefits derived from forests. Belfast’s benefits are calculated to be 526,732 US tons of carbon sequestered. The Belfast

Parks Department, CCC, the Waldo County Soil and Water Conservation District, and environmental groups here are working hard to capture that value.

Recommended City Policy: Manage forested public land within Belfast for habitat, sequestration, and resilience values.

IMMEDIATE PRIORITY actions:

- Adopt the federal and state land conservation goal of 30% by 2030 (aka “30x30”) as the City’s goal and incorporate into the Comprehensive Plan. [City]

LONG-TERM actions:

- Lead by example: Collaborate with relevant local organizations to inventory, monitor, and improve the resilience of forested public land in Belfast. [City]
- Advocate with private property owners in Belfast to plant, monitor, maintain and improve the resilience of the trees on their property. [CCCS+][Community][Ind]

PUBLIC HEALTH

Medical Services and Facilities



Belfast is fortunate to have a well-staffed and equipped facility in the Waldo County General Hospital (WCGH), part of the Maine Health system, which provides a full range of medical services. WCGH implemented actions that were appropriate to protect the City's citizens and visitors during COVID. Nonetheless, the pandemic illuminated some of the demands we can expect will be placed on our public health systems in the future.

Climate change will increase the rate of new health threats, as unfamiliar disease vectors develop locally in new weather conditions and spread, e.g. ticks carrying viruses not seen so far in Maine. Large-scale displacements of human and animal populations due to climate change may carry or exacerbate future pandemics here. Since a substantial part of our community is elderly, disabled, economically challenged, or uninsured, these possibilities are significant. *(See also section on "Emergency Facilities")* Currently, the City has only one staff person dedicated to the needs of medically disadvantaged community members—a public health nurse. Her hands are capable, but full.

Recommended City Policy: Belfast should strengthen the capacity of its Public Health Office to convey local information to the community on climate-related disease, air and water quality alerts, heat and cold emergencies.

IMMEDIATE PRIORITY actions:

- Investigate or initiate possible collaboration between the Public Health Office and WCGH to educate the public on climate-related disease, air or water quality, heat or cold conditions endangering public health. [CCS+]

LONG-TERM actions:

- If such action is taken, evaluate effectiveness for the Belfast community. [CCCS+]

COMMUNITY OUTREACH

Community outreach has always been a part of CCC's mission. The first period of outreach, from Fall, 2019 to Summer, 2021, could be considered Education. CCC began by taking its three-part report on sea-level rise to the community in monthly library programs. We showed this one immediate, tangible, and practical form of climate change to stimulate general awareness of the larger climate-change problem; we went on to invite a larger range of speakers to give monthly talks at the Library on different aspects of climate change. In early 2020, of course, education paused, but resumed eventually in sessions on Zoom.

The second period of outreach coincided with a program at the Belfast Free Library under a grant from the Institute of Museum and Library Services. The program was called "All of Belfast: Climate Dialogues" (ABCD). At first on a parallel track with CCC's educational effort, ABCD soon became a full-fledged partner with CCC in community engagement. On January 22, 2022 ABCD and CCC co-hosted a climate change (virtual) Symposium. Invitations were sent out to Belfast volunteer organizations, including some elsewhere in Waldo County, that work on climate-related matters. About 15 accepted, and shared brief descriptions of their activities, along with ideas about how they might collaborate going forward. The proceedings were captured in detail on the ABCD website, where all of ABCD's events, surveys, and other material have been archived. ABCD subsequently initiated a series of talks at the Library, first on Zoom, later back in person, on specific topics related to climate change, such as the ones covered in this CAP. The public was invited not only to hear from speakers but also to put forward their own ideas for action. This collaboration has resulted in a couple of large community meetings such as one on Shoreline Protection held in person (July, 2022), and one on the community's priorities for dealing with climate change, held earlier this year.

Recommended City Policy: Drawing upon the broad pool of expertise available locally, engage the community in deciding on further ways to implement the various policies this CAP recommends.

IMMEDIATE PRIORITY actions:

- Determine the additional informational resources needed for the Belfast community, in groups or as individuals, to implement the actions this CAP recommends, and make those resources available. [City][CCCS+]

LONG-TERM actions: [Not applicable]

THE NEXT GENERATION

CCC considers the Next Generation of citizens to be crucial part of the community conversation on what to do about climate change, and has involved them in two different ways.

1. First, Belfast Area High School (BAHS) students have done hands-on work to support data-gathering at the harbor and other points around the Belfast shoreline.

- a) Helped install six coastal flooding observation posts to capture photographic evidence of flood levels, in collaboration with National Weather Service/NOAA. (2019)
- b) Installed a weather station on City pier. Broadcasting on Weather Underground at KMEBELFA20 (2019-2020)
- c) Installed a tide gauge at the harbor with a radar unit to measure tide levels. (2019)
- d) Designed, built and installed a companion ultrasonic sensor tide gauge at the same location on the pier. (2020)
- e) Installed a much larger and stable mast for the weather station and gauges mentioned above, plus other equipment to run all on solar power. (2023)

2. Second, BAHS students have participated as full members of CCC. In 2021, CCC asked the Council for a student membership “slot” on CCC. In order to ensure meaningful participation, CCC requested that student members would not be a) required to be 18+, or b) registered to vote, as adult members are, and that they could have c) full voting power on the CCC, the same as adult members do. At a regular meeting (January 5, 2021), the Council approved the three stipulations, and also agreed that d) the power of appointment for students could come from BAHS faculty, not the Council itself. After these approvals CCC had one active student member for about 1 ½ years until June 2022, when he graduated. One of his achievements was to re-activate a Climate Action Club at BAHS that planned several projects. During the following summer, three more students indicated interest in

possibly joining CCC, and did maintain the Climate Action Club, but due to scheduling problems none of the three was able to join.

CCC had hoped those same three students could contribute to this CAP, but the timing turned out to be wrong. CCC believes strongly that part of the reason the Next Generation hasn't always been part of the conversation is that adults, with the best of intentions, have taken on the role of speaking for them. This CAP will not do that.

Recommended City Policy: Determine to incorporate students into the conversation about climate-change policies and priorities, preferably via membership on the CCC, but, if necessary, in some other way; and enlist them as much as possible in climate-change actions.

IMMEDIATE PRIORITY actions:

- Continue student membership on CCC per the four stipulations approved by the City Council.

LONG-TERM actions: [TBD by students and faculty]

SAMPLING OF FUNDING SOURCES

The effects of climate change are both massive and varied and will continue to accelerate. Addressing the many elements outlined in the Climate Action Plan will unquestionably result in truly significant expenditures. There are, however, three unalterable facts:

1. the costs of **in**action to Belfast will be significantly greater than action, both in dollars and quality of life;
2. the price tag for adaptation and mitigation projects will undoubtedly increase with each passing year;
3. taking comprehensive and well-designed action **now** will help to secure the health, well-being and safety of Belfast's residents, structures and natural resources.

The imperative to act is clear and urgent.

(Note: For eligibility and specific terms check the website of the boldfaced funding entity)

Community Resilience Partnership

Membership allows municipalities to write grant proposals for specific projects funded by state agencies and federal money from the Inflation Reduction Act.

INFRASTRUCTURE

FEMA

Safeguarding Tomorrow through Ongoing Risk Mitigation (STORM) Act

Hazard Mitigation Grant Program (HMGP)

Flood Mitigation Assistance Program

Building Resilient Infrastructure and Communities Program

Legislative Pre-Disaster Mitigation (LPDM)

US Dept. of Housing and Urban Development (HUD)

Community Development Block Grants

Economic Development Administration (EDA)

Public Works and Economic Adjustment Assistance Act

Department of Marine Resources

Shore and Harbor Planning Grant

U.S. Department of Agriculture

Community Facilities Direct Loan Program

National Wildlife Federation

National Culvert Removal, Replacement and Restoration Grants

National Coastal Resilience Fund (NCRF)

Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Discretionary Grant Program

Watershed and Flood Prevention Operations

Water Infrastructure Finance and Innovation Act

Building Resilient Infrastructure and Communities (BRIC) Program

Sewer Overflow and Stormwater Reuse Municipal Grants

Flood Mitigation Assistance Grant

MARINE FACILITIES

Department of Marine Resources

Shore and Harbor Planning Grant

Maine AmeriCorps Planning Grants

Environmental resilience, adaptation and sustainability

Island Institute

ShoreUp Grants

ELECTRIC POWER SYSTEM

U.S. Department of Energy

Office of Clean Energy Demonstrations

Office of Energy Efficiency and Renewable

Energy Improvements in Rural or Remote Areas Program (ERA)

C2C: Clean Energy to Communities

U.S. Department of Agriculture

Rural Energy for America Program: Renewable Energy Systems and Energy Efficiency Improvement (REAP)

TRANSPORTATION

US Department of Transportation

Thriving Communities Program

PROTECT Formula Program

Efficiency Maine Trust

Public DC Fast Charging stations

BUILDINGS: HOMES and BUSINESSES

Maine AmeriCorps Planning Grants

Housing, home energy conservation, weatherization

Efficiency Maine Trust

Low- and Moderate-Income Weatherization Initiative

Collective Purchase Agreements

Island Institute

Spark! Clean Energy Grants

U.S. Department of Energy

High Efficiency Electric Home Rebate Act (HEEHRA)

NATURAL RESOURCES

National Fish & Wildlife Foundation

National Coastal Resilience Fund.

North American Wetlands Conservation Small Grant

North American Wetlands Conservation Standard Grant

National Urban and Community Forestry Challenge

National Estuary Program

Coastal Watersheds Grant Program

Department of Agriculture, Conservation and Forestry

Coastal Community Planning Grant

Department of Marine Resources

Shore and Harbor Planning Grant

U.S. Department of Agriculture

Community Facilities Direct Loan Program

U.S. Forest Service

Urban and Community Forestry Grants

National Oceanic and Atmospheric Association (NOAA)

The Coastal Zone Management Act (CZMA)

Community-Based Restoration Program

National Coastal Resilience Fund (NCRF)

National Wildlife Federation

Land and Water Conservation Fund

National Coastal Resilience Fund (NCRF)

Wetland Reserve Easement Program

Flood Mitigation Assistance Grant

Watershed and Flood Prevention Operations

SMCC Land Trust Grant Fund Program

Maine Community Foundation

Conservation For All

Maine Land Protection

Island Institute

ShoreUp Grants

PUBLIC HEALTH

U.S. Department of Agriculture

Community Facilities Direct Loan Program

Maine AmeriCorps Planning Grant

Public Health, emergency preparedness

Onion Foundation

Equitable Outdoor Access Grant

Elmina B. Sewall Foundation

Healthy People, Healthy Places Grant

NOTES AND SOURCES

(A) INTRODUCTORY NOTE ON BACKGROUND READING

1. The “ancestor” of any report on climate change all over the world are the UN Sustainable Development Goals (SDGs), which provide the backdrop for the Paris Agreement, the IPCC reports, the US national reports on climate change, etc., and etc., on down to Belfast’s pledge to the Global Covenant of Mayors, the context in which this Belfast CAP is written. The UN SDGs can be found at <http://www.un.org/sustainabledevelopment>.

2. The “parent” of this Belfast CAP is the Maine CAP, entitled Maine Won’t Wait. Issued in December 1, 2020, it can be found at https://www.maine.gov/future/sites/maine.gov.future/files/inline-files/MaineWontWait_December2020.pdf

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(B) NOTES AND SOURCES FOR THE SECTIONS

INTRODUCTION

“Maine Won’t Wait” is at https://www.maine.gov/future/sites/maine.gov.future/files/inline-files/MaineWontWait_December2020.pdf

CRITICAL INFRASTRUCTURE

1. The ABCD survey noted is archived at the Belfast Free Library (<https://belfastlibrary.org>). See tab for ABCD, then “Surveys.”
2. Credit for photos of flooding at Harbormaster’s shack during the Christmas Storm, ’22: Fred Bowers

[Wastewater Treatment/Sewer System]

1. The Olver “2022 Climate Adaptation Plan” referenced is archived in “City Manager’s Report and Exhibits” for Council meeting in ’22 and URL can be requested from Mackenzie Barnhart (communications@cityofbelfast.org), Communications Asst. to City Mgr.
2. The map of the WWTP showing 14’ line and other markings was created by Fred Bowers using data from Olver ’22 Plan above.

[Stormwater System]

The Oliver "Stormwater Drainage System Review scope of work project" referenced is archived in "City Manager's Report and Exhibits" for Council meeting in September '22 and can be requested from Mackenzie Barnhart (communications@cityofbelfast.org). Communications Asst. to City Mgr. Work was begun by surveyors in '23.

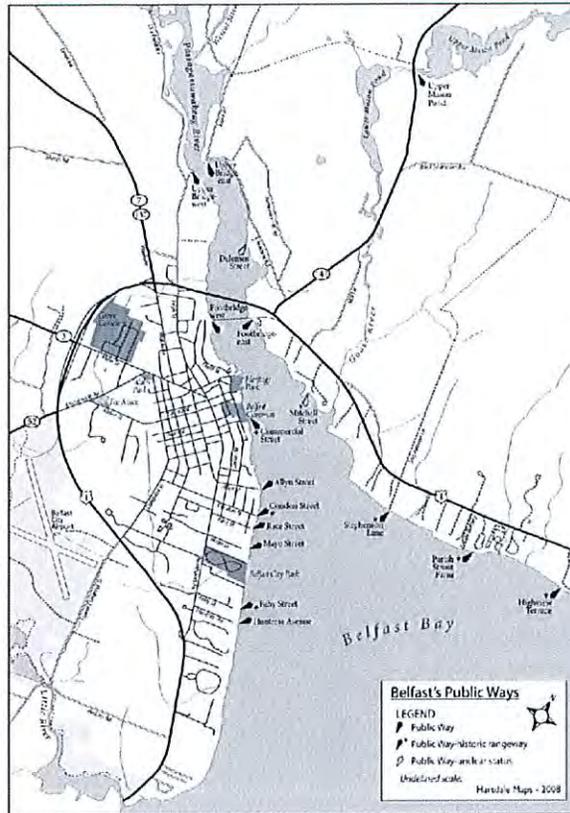
[Roads] *[Photo credit TBD]*

[Marine Facilities and Access]

1. All the information here, including the maps, came from Jerry Brand, member of the Harbor Committee, and was verified by Harbor Committee.
2. The City of Belfast owns or controls multiple public access points to the water in addition to City Landing and Thomson's Wharf, as shown on the map below. Rangeways are property owned by the City, and rights-of-way are controlled access points over privately-owned property.

Access Ways To Water

1. Allyn Street
2. Commercial Street
3. Condon Street
4. DeLemos Street (*action pending*)
5. Fahy Street
6. Footbridge-east
7. Footbridge-west
8. Highview Terrace
9. Huntress Avenue/Street
10. Mayo Street
11. Mitchell Street (*action pending*)
12. Parish Strout Farm
13. Race Street
14. Stephenson Lane
15. Upper Bridge-east
16. Upper Bridge-west
17. Upper Mason Pond



3. Mooring fields in the inner and outer Harbor were configured in 2014 to meet ACOE requirements for the federally-dredged channel are managed by the Harbormaster. An outer harbor restricted anchoring area was defined for large vessels. All these areas are managed by the Harbormaster.

4. The three design options given for the breakwater were: a) replacement of the breakwater and crib in their original footprint with materials giving a longer service life and increasing the height by 4'; b) demolishing the crib and increasing the length by 60'; c) demolishing the crib and adding heavy dockage that would provide improved protection for the City Landing facilities.

[Emergency Facilities]

Communication—Any further information via Belfast Broadband Committee or WCEMA

Public Shelters—Any further information from Jerry Brand, joint CCC/Harbor Cte.member **Food Security**—Information on food insecurity status of Maine and Waldo County came from an article by John Viehman, President, United Midcoast Charities, "Securing our safety net: Food insecurity" (*Republican Journal*, March 30, '23). Additional information came from the 3rd Maine Food Waste Solutions Summit, April 14, '23. The Summit agenda, recording, Q&A, and list of resources may be accessed through the Mitchell Center at UMaine:<https://umaine.edu/mitchellcenter/2023-maine-food-waste-solutions-summit/>.

TRANSPORTATION

1. The limited mass transit options that WCAP Mid-Coast Transportation would like to expand with ridership demand are: a) an intra-city Belfast Downtown Area Shuttle (DASH) that loops to certain popular destinations seven times a day for a low fee; and b) Inter-city Flex bus service on a once-daily basis to and from surrounding towns, with a one-way fare ranging from \$2.00 to \$3.50. For schedules or any further information go to <https://waldocap.org/public-transportation/> or call (855) 930 7900, *Option 2*. Hours are 7:00a-5:00p.
3. For the sources of more information on EVs, see notes below under “Electric Power.”
4. For information on other ways to get around than mass transit or cars, Belfast’s Pedestrian, Biking and Hiking committee has many ideas and plans. See their page on the Belfast City website.

BUILDINGS and HOMES

1. A geothermal heat pump system, and/or a system relying on ocean thermal exchange, could yield the highest operational efficiency throughout the year and could be used for some municipal buildings.
2. For a wealth of information on heat-pump and hot water systems, electric appliances of all sorts, weatherizing, and more, along with federal funds flowing through state channels out to municipalities and residents in rebates, go to Efficiency Maine, <https://www.energymaine.com/> or call 866-376-2463. Efficiency Maine’s service are essential to implementing parts of this CAP.

ELECTRIC POWER

1. As for EVs—plug-in-hybrids and battery EVs together—the state total went up by about 2000 during 2021-2022, with 94 charging stations added. That was only a quarter of the way to the target, doubtless putting off the coming pinch on power.
2. An excellent source for gaining information about the targets and progress toward beneficial electrification in Maine is “[Maine Won’t Wait](#) Progress Report, December 1, 2022.” Available from the Governor’s Office of Policy Innovation and the Future, maine.gov/future, it can be read as a pdf, but it also directs the user to rapidly updated websites where the data is always current, such as the “Maine Won’t Wait” dashboard, maine.gov/climateplan/dashboard.
3. For Maine’s Public Utility Commission, see <https://www.maine.gov/mpuc>

NATURAL RESOURCES

Land, Soils and Farms—The information here on the landscape scale is gathered from the City’s Comprehensive Plan, and maps at the Planning and Codes Office. The information on soils and the map describing soils are original to this CAP, having been put together by Fred Bowers, CCC Chair, from deeper data sources with the aid of mapping tools not commonly available. This is a significant aid to any policy-maker, and to any people or groups implementing the CAP.

Shoreline— If global greenhouse gas warming isn’t curbed, the most extreme scenarios for sea-level rise indicate that Belfast can expect up to three feet of sea-level rise by 2050, and up to nine feet by 2100. Clean-up and restoration from the recent Christmas Storm December 2022, which occurred under “beginning” sea-level rise, cost ~\$120,000; against that, the problem of more extreme sea-level rise becomes clear. More

information about the costs of sea-level rise to Belfast can be found in the 3-part report issued by CCC 2018-19: see URLs on the CCC webpage, <https://www.cityofbelfast.org/373/Climate-Change-Committee>.

For the Shoreland Property Owners' meeting held July 6, 2022 to present information about the coming impact of our changing climate on shoreline properties, all of the property owners of record on the shoreline in the Belfast City limits were invited by snail-mail as the primary audience, but the event was advertised and open to the general public. Attendance was high from both groups.

Forests—This sub-section was put together by Fred Bowers from his own background knowledge and various other sources. Credit for the illustration is given on the illustration. The iTree tool he used to settle on a figure for the tons of carbon sequestered by trees in Belfast yielded the table shown below.

Table 1. Forest Benefits to Belfast (2021 data)

Subject	Numerical Value
Tree canopy	60.44%
Forest Acres	13,166 acres
impervious surfaces	1,047 acres
Carbon Sequestered	10,651 tons
CO ₂ Equivalent ¹	39,055 tons
Runoff Avoided	9 MG/yr
Rainfall Intercepted	1,066 MG/yr
Carbon Monoxide	5,349, lb/yr
Ozone	599,347, lb./yr
Nitrogen Dioxide	97,423, lb./yr
Sulfur Dioxide	4,956, lb./yr
PM	25,190, lb./yr
Carbon Storage	526,583 tons
CO ₂ Equivalent ¹	1,930,805 tons

CO₂ = Carbon dioxide, PM_{2.5} = Particulate matter 2.5 microns or less, tn =Short ton (US), t = Tonne / metric ton, MG/yr = Millions of gallons per year, m³/yr = Cubic meters per year, lb/yr = Pounds per year, kg/yr = Kilograms per year

10.4

Manda Cushman

From: Cletis Boyer <onticracker@gmail.com>
Sent: Wednesday, October 4, 2023 6:20 AM
To: Manda Cushman; Ridgely Fuller; Jon Beal; Cletis Boyer
Subject: Petition to the Belfast City Council to endorse the Fossil Fuel Non-Proliferation Treaty Initiative
Attachments: whereases..choices.pdf; Justification for Fossil Fuel Non-Proliferation Treaty Initiative.pdf; A4+double+sided+trifold+flyer+@F.pdf

To: Manda Cushman, Deputy City Manager
From: Cletis Boyer, Third Act Midcoast Maine
CC: Ridgely Fuller, Coordinator, Third Act Midcoast Maine
Jon Beal, Chair, Climate, Energies & Utilities Committee
Date: October 4, 2023

Subject: Petition to endorse the Fossil Fuel Non-Proliferation Treaty Initiative

Third Act Midcoast Maine is petitioning the Belfast City Council to join those municipalities endorsing the Fossil Fuel Non-Proliferation Treaty Initiative. The Initiative is an international effort to propel nation states to engage in a treaty which will cease new production lines of fossil fuels for world distribution. The Initiative is a recognition of this need for non-proliferation of fossil fuels in order to ensure an even chance of reaching net-zero carbon pollution by 2050, the date agreed to in the 2015 Paris Agreement.

I have agreed to serve as a spokesperson for Third Act Midcoast Maine at the October 17, 2023, City Council meeting.

Attachments: 1. Petition used to solicit citizen signatures
2. Justification for the Initiative
3. Brief explanation of the FFNPT Initiative

To the Belfast City Council:

WHEREAS,

- our youth and future generations of all living beings have the most to lose from a lack of immediate action to stop fossil fuel expansion as they face major and lifelong health, ecological, social, and economic impacts from prolonged and cumulative effects of climate change, including food and water shortages, infectious diseases, and natural disasters; and
- the Paris Climate Agreement, which you wisely supported, is silent on coal, oil and gas, an omission with respect to the supply and production of fossil fuels (the largest source of GHGs) that needs to be collectively addressed by other means; and
- global governments and the fossil fuel industry are currently planning to produce more than double the amount of coal, oil and gas by 2030 than can be burned if the world is to limit warming to 1.5°C and avert catastrophic climate disruption, and such plans risk undoing the work of our city to reduce GHG emissions; and
- our community is committed, as part of our climate emergency response, to a just energy transition and to ambitious investments in the green infrastructure and industries that will create jobs and rapidly decarbonize our economy;

NOW, THEREFORE, BE IT RESOLVED, the city of Belfast formally endorses the call for a Fossil Fuel Non-Proliferation Treaty; and urges the United States' government to support the initiative for a Fossil Fuel Non-Proliferation Treaty.

NAME

DATE

TOWN

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Why we need a fossil fuel non-proliferation treaty

Historical Context

The fight to stabilize our climate in this age of the Anthropocene is an international challenge. The first truly significant progress in meeting this challenge came in 2015: “The Paris Agreement is a **legally binding international treaty on climate change**. It was adopted by 196 Parties at the UN Climate Change Conference (COP21) in Paris, France, on 12 December 2015. It entered into force on 4 November 2016.

Its overarching goal is to hold “the increase in the global average temperature to well below 2°C above pre-industrial levels” and pursue efforts “to limit the temperature increase to 1.5°C above pre-industrial levels.”

However, in recent years, world leaders have stressed the need to limit global warming to 1.5°C by the end of this century.

That’s because the UN’s Intergovernmental Panel on Climate Change indicates that crossing the 1.5°C threshold risks unleashing far more severe climate change impacts, including more frequent and severe droughts, heatwaves and rainfall.

To limit global warming to 1.5°C, greenhouse gas emissions must peak before 2025 at the latest and decline 43% by 2030.

The Paris Agreement is a **landmark** in the multilateral climate change process because, for the first time, a binding agreement brings all nations together to combat climate change and adapt to its effects.” [\[link\]](#)

Since the Paris Agreement in 2015, climate scientists have been impressing upon us that no **new** fossil fuel production lines should be undertaken.

“There is no need for investment in new fossil fuel supply in our net zero pathway. Beyond projects already committed as of 2021, there are no new oil and gas fields approved for development in our pathway, and no new coal mines or mine extensions are required”. [\[2021 IEA Report link\]](#)

Their reasoning is straightforward enough: we know the current amount and rate of carbon pollution, and we have a “carbon budget” for the rate we must **reduce** carbon pollution each year to meet transition targets of global warming by 2030 and the end goal of not-surpassing by 2050 a 1.5 Centigrade increase in global temperatures since the beginning of the Industrial Revolution.

Production Parameters

The life span of oil and gas wells is 20-30 years, and it can take up to ten years to begin a new production line. So, in the 27 years between now and 2050, **current** lines of production are more than sufficient to get us through the transition to a non-carbon based energy system. Some of those current lines will have to be retired early. Oil companies are incentivized to cash in on their production and their push to realize profits from **new** lines of production over the next 30 years is running exactly counter to what we must do to effectively prevent the climate crisis from worsening more than the climate instability we’ve already caused.

Non-Proliferation Treaty

That is why there is a growing movement calling for an international [fossil fuel non-proliferation treaty](#). Signing onto this call are individuals, organizations, municipalities, and state and federal governments. We respectfully petition the Belfast City Council to also endorse this initiative to add the voice of one more municipality to this effort to add a necessary, even if not sufficient, step toward Net Zero Emissions. Even if this particular initiative does not reach fruition, this is not empty symbolism on our part, but it is affirmation of how and why Maine Won’t Wait, and an act of solidarity with all those individuals and groups which have already endorsed this project.

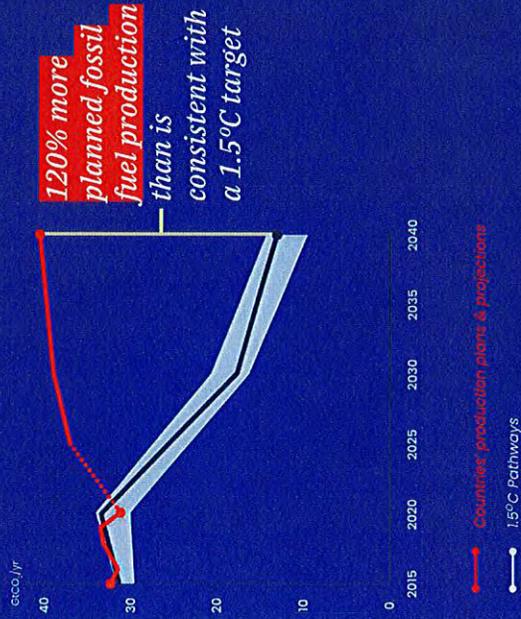
David “Cletis” Boyer

Belfast

Private information: 3 Kerry Gardens, Belfast, 207.323.4292

While **coal, oil and gas are responsible for 86% of all carbon emissions in the past decade**, many governments continue with business as usual.

Not only do most 'net zero' plans fail to address fossil fuels, they often rely on unproven solutions to allow for the continued use of fossil fuels.



Source: The Production Gap 2021 Special Report

The pillars of the Fossil Fuel Treaty are endorsed by:

6
Pacific nation states plus
the European Parliament

90+
cities & subnational
governments

650+
parliamentarians

101
Nobel laureates

3,000+
scientists and academics

2,200+
civil society organisations

2,000+
youth activists

2,000+
faith institutions & leaders

623k+
individuals

3,000+
health institutions including
the WHO



FOSSIL FUEL NON-PROLIFERATION TREATY

*End the era of
coal, oil and gas,
fast, fairly & forever*



Find out more
FossilFuelTreaty.org

Governments must now work together to ensure the global transition away from fossil fuels is fast and fair.

The production of fossil fuels must be phased out.

The International Energy Agency found that any new coal, oil or gas production is incompatible with the Paris Agreement's 1.5°C target. This year's IPCC report was heralded as a "death knell" for the fossil fuel industry

The end of coal, oil and gas is inevitable.

However fossil fuels remain the elephant in the room of international climate negotiations. In fact, the Paris Agreement makes no mention of coal, oil or gas.

That's why it must be complemented by a new Fossil Fuel Non-Proliferation Treaty.

PILLARS OF THE PROPOSED FOSSIL FUEL TREATY

Modelled on the three pillars of the Nuclear Non-Proliferation Treaty and drawing from other international mechanisms used to end the use of harmful substances, momentum is building for a new treaty to address fossil fuels based on these three pillars:



NON-PROLIFERATION
An immediate end to expansion of new coal, oil and gas production



A FAIR PHASE OUT
Wind down existing production in line with the Paris Agreement target of 1.5°C in a manner that is not only fast but also fair



JUST TRANSITION
Global support to ensure no worker, community or country is left behind



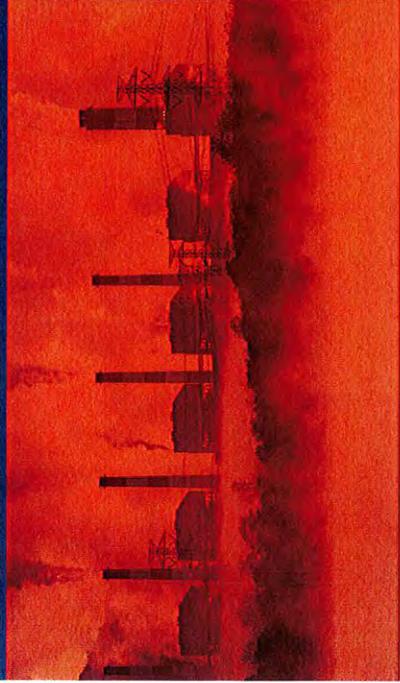
The good news is that **a rapid global exit from coal, oil and gas is possible.**

The world has more than enough renewable energy resources to meet the energy demands of every person on earth.

The world has used international treaties to defuse the threats posed by nuclear weapons, ban deadly landmines, and end the use of ozone-depleting chemicals.

Today the world must come together in the spirit of international cooperation and begin to negotiate a Fossil Fuel Non-Proliferation Treaty to compliment the Paris Agreement.

The framework could ensure 100% access to renewable energy globally, support dependent economies to diversify away from fossil fuels, and enable people and communities across the globe to flourish through a global just transition.



PURCHASE AND SALE AGREEMENT

between

CITY OF BELFAST

and

WALDO COUNTY, ACTING BY AND THROUGH THE BOARD OF THE WALDO
COUNTY COMMISSIONERS

October ____, 2023

137 Church Street, Belfast, Maine

PURCHASE AND SALE AGREEMENT

By this PURCHASE AND SALE AGREEMENT ("Agreement") entered into as of this _____ day of October 2023 ("Effective Date"), WALDO COUNTY, acting by and through the BOARD OF THE WALDO COUNTY COMMISSIONERS, an instrumentality of the State of Maine ("Seller"); and CITY OF BELFAST, a Maine municipal corporation (together with its nominees and assigns, "City"), hereby agree as follows

ARTICLE I Purchase and Sale

Section 1.1. Purchase and Sale. Seller agrees to sell and convey to CITY, and CITY agrees to purchase from Seller, the Property (defined below), on all of the terms, covenants and conditions hereinafter set forth.

ARTICLE II Property

Section 2.1. For purposes of this Agreement "Property" shall mean and include the following:

2.1.1. The real property is located at 137 Church Street, Belfast, Waldo County, Maine, (Belfast Tax Map 11 Lot 3) more particularly bounded and described in the deeds recorded in the Waldo County Registry of Deeds ("Registry") in Book 81, Page 66, and Book 169, Page 393; together with all the rights and appurtenances pertaining thereto, including all of Seller's right, title and interest in and to the adjacent streets, roads, alleys, strips, gores, easements, rights of ingress or egress, rights-of-way, reversionary rights, covenants, and any other interests in, on, or to any land, highway, street, road or avenue, open or proposed, in, on, across, in front of, abutting or adjoining the real property, and any awards made or to be made in connection therewith (collectively, the "Real Property").

2.1.2. all of Sellers' right, title and interest in and to:

(a) those licenses, permits, certificates of occupancy, approvals, authorizations and consents now and/or hereafter issued to Seller by any federal, state, county or municipal authority in connection with the Property (collectively, the "Permits"), copies of which are attached as Exhibit A; and

(b) all site and as-built plans, architectural plans, development related documents, engineering plans, landscape plans, architectural renderings, surveys, and environmental assessments or studies (collectively, the "Plans"), if any, that are in Seller's possession or control, which relate to the Property, copies of which are attached as Exhibit B; and

(c) all development rights, rights related to tax benefits, guaranties, warranties in each case associated with or related to any portion of the Property (collectively, the "Rights"), copies of which are attached as Exhibit C; and

(d) all furnishings, fixtures, equipment and personal property located on, in, over, at or attached to the Real Property (collectively, the "FFE").

Simultaneously with the execution of this Agreement, or in no case later than 3 Business Days from its execution, Seller shall provide complete, unredacted copies of all Permits, Plans, Rights, Contracts and Leases.

ARTICLE III Deposit

Section 3.1. Deposit. On or before October 31, 2012³, the CITY shall deposit with the Seller the sum of \$140,000.00 ("Deposit").

Section 3.2. Non-Refundable. Except as otherwise specifically set forth in this Agreement, the Deposit shall be non-refundable, and shall serve as Seller's liquidated damages in the event of a breach of this Agreement by CITY pursuant to Article IV.

Section 3.3. Termination. In the event CITY terminates this Agreement pursuant to Article VI, Article VIII, or as otherwise provided for in this Agreement, the Deposit shall be refunded to CITY following receipt by Seller of Notice of Termination from CITY.

ARTICLE IV Default

Section 4.1. CITY's Default. In the event that this transaction does not close as a consequence of a default by CITY, Seller shall retain the Deposit as liquidated damages which shall be its exclusive remedy. The parties hereby agree that if CITY defaults, Seller's actual damages would be difficult or impossible to determine, and thus the amount of the Deposit is the best estimate of the damage Seller would suffer. Accordingly, the Deposit shall be the total amount that Seller is entitled to receive as liquidated damages.

Section 4.2. Sellers's Default. In the event Seller fails to perform any obligation of Seller under this Agreement, including without limitation the obligation to convey good, clear, record and marketable title to the Property to CITY on the Closing Date, as hereinafter defined, in accordance with the provisions of this Agreement, and such failure shall remain uncured for a period of thirty (30) days following written notice thereof from CITY to Seller (but no notice shall be required for Seller's failure to convey title as required hereunder on the Closing Date), then CITY may:

4.2.1. terminate this Agreement, in which event the Deposit shall be returned to CITY; or

4.2.2. CITY may pursue any other remedies available to CITY at law or in equity, including the right to seek to enforce specific performance of Seller's obligations hereunder in which case the Purchase Price shall be reduced by the total of CITY's costs, fees and expenses associated with enforcing specific performance of Seller's obligations.

ARTICLE V
Purchase Price

Section 5.1. Amount of Purchase Price. CITY shall pay Seller a purchase price ("Purchase Price") for the Property in the amount of Seven Hundred Thousand Dollars (\$700,000.00).

Section 5.2. Manner of Payment. CITY shall pay the Purchase Price to Sellers at the Closing as follows:

- 5.2.1. \$140,000 by October 31, 2023;
- 5.2.2. \$186,667.00 at Closing;
- 5.2.3. \$186,667.00 no later than July 31, 2024; and
- 5.2.4. \$186,667.00 no later than July 31, 2025.

ARTICLE VI
Due Diligence

Section 6.1. Title.

From the date hereof through the date of closing, CITY shall have the opportunity to examine title to the Property, review a title commitment and any amendments thereto issued during the Title Inspection Period relating to the Real Property (collectively, the "Title Commitment"), the exceptions to title disclosed in the Title Commitment, all matters depicted on the Survey, defined below, (collectively, the "Survey Matters") and all other aspects of Seller's title to the Property. If CITY shall identify any of the following title defects ("Mandatory Cure Items") Seller will in all events be required to remove said defects on or before Closing, and in so doing may use any portion of the Purchase Price to satisfy the same:

- (a) any mortgage or other monetary lien affecting any portion of the Property that secures a monetary obligation;
- (b) any lien or encumbrance recorded or arising after the date of the Title Commitment; and
- (c) any real estate tax or assessment liens affecting any portion of the Property.

In the event of any failure or refusal of Seller to remove any Mandatory Cure Items on or before Closing, CITY shall be entitled to terminate this Agreement and the Deposit shall be returned to CITY in accordance with Section 3.3 and all other obligations of the parties hereto shall cease and this Agreement shall be void and without recourse to the parties hereto, except as otherwise expressly set forth in Article IV hereof.

Section 6.2. CITY's Due Diligence. Notwithstanding any other provision of this Agreement to the contrary, CITY shall be entitled to undertake a thorough investigation of the Property, including without limitation such reviews, analyses and studies of the Property and the development of the Project (defined below) at the Property, as CITY may, in its sole discretion, determine to be necessary or appropriate, including those listed below. In the event that the sale of the Property is terminated or if the CITY shall fail to close as set forth in this Agreement or any amendment or extension thereto, CITY shall restore the Property disturbed by any activity conducted hereunder to substantially the same condition as it is in on the Effective Date, shall repair all damage to the Property caused thereby and shall indemnify and hold Sellers harmless from and against claims, losses, liabilities, costs or expenses (including without limitation reasonable attorneys' fees) (collectively, "Liabilities") asserted against or incurred by Sellers directly attributable to any such activity, it being expressly understood and agreed that the foregoing provisions (a) do not apply to liabilities associated with further investment or remediation costs associated with environmental contamination then existing and (b) shall survive the Closing or the termination of this Agreement prior thereto. Such due diligence may include:

6.2.1. Inspection of physical condition of the Building;

6.2.2. Environmental. An ASTM-compliant Phase I Environmental Site Assessment of the Property ("ESA"). Seller shall provide to CITY all documents, reports, analyses or other information in its possession or control regarding or related to environmental contamination on or related to the Property;

6.2.3. Access. In connection therewith, CITY shall have access to the Property as required, and may conduct such tests, studies, surveys and inspections, provided that boring, drilling and any subsurface exploration be performed in accordance with Section 6.2. In addition, CITY shall be afforded full opportunity by Seller, without warranty or recourse, to examine all books and records which relate to the Property in the possession of Seller and/or Seller's agents or employees, including the reasonable right to make copies of such books and records. Such right shall extend to all operating books of account, environmental and engineering reports, surveys, title reports and insurance policies, Leases, rental applications and any other agreements, correspondence or other documents relating to the Leases, tenant files, rent rolls, operating statements, accounting support for bills, inventories of personal property, service contracts, management contracts, warranties, general ledgers, journals, vendor files, invoices, operating manuals, maintenance records, utility bills, marketing data (including brochures), historical occupancy reports and any summaries of such items but excluding Seller's internal memoranda, financial projections, budgets, appraisals, accounting and tax records, attorney work product, work protected by attorney-client privilege and similar proprietary or confidential information. CITY shall take commercially reasonable precautions to ensure that

such materials and any information contained therein are disclosed only to such of CITY's employees, agents, consultants, attorneys, investors and lenders as have need therefor, under conditions which will prohibit any further dissemination thereof not authorized by Seller.

ARTICLE VII
Representations and Warranties

Section 7.1. Authority. Each party warrants and represents that this Agreement and all other documents delivered prior to or at the Closing (a) have been or shall be duly authorized and executed and delivered by such party; (b) are legal, valid, and binding obligations of such party; and (c) neither violate any provision of any agreement to which such party is a party, nor violate any charters, bylaws, operating agreements or other organizational documents of such party.

Section 7.2. CITY's Representations and Warranties. CITY hereby represents, warrants and covenants the following to Seller. For purposes of this Article VII "CITY's knowledge" shall mean the actual knowledge (as opposed to any constructive or imputed knowledge) of Erin Herbig, City Manager.

7.2.1. CITY is duly organized, validly existing and in good standing under the laws of the State of Maine. CITY has the requisite right, power and authority to buy the Property from Seller as provided herein, and has taken all action necessary to authorize the execution, delivery and performance of this Agreement. CITY has obtained all consents and approvals necessary for CITY's execution, delivery and performance of this Agreement, and the performance by CITY of CITY's obligations hereunder will not constitute a default under the terms and provisions of any material agreement, document or instrument to which CITY is a party or by which CITY is bound.

7.2.2. This Agreement constitutes the valid and binding obligation of CITY, enforceable against CITY in accordance with its respective terms, except to the extent that enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the rights of contracting parties generally.

7.2.3. There is no suit or proceeding pending or, to CITY's knowledge, threatened against or affecting CITY that might affect or relate to this Agreement or the transactions contemplated hereby, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, or agency or other governmental instrumentality. No order, writ, injunction, subpoena or decree has been issued by or to CITY's knowledge requested of any court or government agency that CITY could reasonably be expected to have a material adverse effect on the transactions contemplated by this Agreement.

7.2.4. CITY has engaged no broker or agent in connection with the sale. CITY shall indemnify, defend and hold Seller harmless from and against any loss, damages, liabilities, costs or expenses, including without limitation attorneys' fees and court costs, resulting from any claim for a fee or commission by any other broker or finder with whom CITY has dealt regarding the Property.

7.2.5. Neither CITY nor any of its councilors, employees, officers, directors, representatives or agents is, nor will they become, a person or entity with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control (“OFAC”) of the Department of the Treasury (including those named on OFAC’s Specially Designated Nationals and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

Section 7.3. Seller’s Representations and Warranties. Seller hereby represents, warrants and covenants the following to CITY. For purposes of this Article VII “Seller’s knowledge” shall mean the actual knowledge (as opposed to any constructive or imputed knowledge) of _____.

7.3.1. Seller is duly organized, validly existing and in good standing under the laws of the State of Maine and is in good standing in the State of Maine. Seller has the requisite right, power and authority to sell and convey the Property to CITY as provided herein, and has taken all action necessary to authorize the execution, delivery and performance of this Agreement. Seller has obtained all consents and approvals necessary for Seller’s execution, delivery and performance of this Agreement, and the performance by Seller of Seller’s obligations hereunder will not constitute a default under the terms and provisions of any material agreement, document or instrument to which Seller is a party or by which Seller is bound.

7.3.2. This Agreement constitutes the valid and binding obligation of Seller, enforceable against Seller in accordance with its respective terms, except to the extent that enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the rights of contracting parties generally.

7.3.3. Seller has not received any written or oral notice of any pending condemnation, expropriation, eminent domain or similar proceeding affecting all or any portion of the Property and have no knowledge that any such proceeding is contemplated.

7.3.4. Except as provided in Exhibit E, there are no leases, tenancy agreements, tenancies at will, parking space agreements and other contracts, agreements or occupancy arrangements, whether written or oral, affecting the Property or any portions thereof in effect with respect to any portion of the Property. Simultaneous with the execution of this Agreement, Seller shall provide, or otherwise make available, to CITY copies of all such agreements.

7.3.5. No written or oral notice has been given by the holder of any mortgage on the Property, any insurance company that has issued a policy with respect to the Property, or by any board of fire underwriters (or other body exercising similar functions) claiming any material defect or deficiency or requesting the performance of any material repairs, alterations or other work to the Property.

7.3.6. There are no management, service, equipment, supply, maintenance or concession agreements with respect to or affecting all or any portion of the Property.

7.3.7. Seller has paid or will pay in full prior to the Closing all of their outstanding bills and invoices for utility charges, labor, goods, materials, and services of any kind relating to the Property.

7.3.8. No work has been performed or is in progress at, and no materials have been furnished to, the Property which, though not presently the subject of, might give rise to mechanic's, materialmen's or other liens against the Property or any portion thereof. If any lien for work performed or materials furnished prior to the Closing, in either case pursuant to a contract with Seller, are filed before or after the Closing, Seller shall promptly discharge such lien by filing the requisite bond or in any other manner allowed by applicable law. Seller will execute and deliver a standard form of Mechanic's Lien Affidavit for title insurance purposes.

7.3.9. There is no suit or proceeding pending or, to Seller's knowledge, threatened against or affecting Seller or the Property that might affect or relate to this Agreement or the transactions contemplated hereby, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, or agency or other governmental instrumentality. No order, writ, injunction, subpoena or decree has been issued by to Seller's knowledge or requested of any court or government agency which is reasonably likely to result in a material adverse change in the Property or the Seller, or which could reasonably be expected to have a material adverse effect on the transactions contemplated by this Agreement.

7.3.10. Seller has not received any written notice of any outstanding violation of any federal, state, county, or municipal laws, ordinances, orders, codes, rules, regulations, or requirements affecting all or any portion of the Property, including without limitation violations of the housing, building, safety, health, fire, or zoning ordinances, codes, and regulations of the municipality or county within which the Property is located, issued by any governmental or quasi-governmental authority.

7.3.11. To Seller's knowledge there are no pending or threatened, and has not received written notice of any, violations of any permit, authorization or approval; and any federal, state or local laws, statutes or ordinances, and the rules and regulations promulgated thereunder (collectively, the "Laws"), relating to the Property, that have not been cured.

7.3.12. Except as may be identified in any ESA prepared for the benefit of Seller and provided to CITY: (a) there are no violations of any Environmental Laws with respect to the Property and Seller has not used, stored, disposed of or released any Hazardous Materials on the Property; (b) during Seller's ownership of the Property, the Property has not been used, and to the knowledge of Seller, the Property has not been used in the past, to treat, store or dispose of Hazardous Materials in violation of Environmental Laws, and neither Seller nor, to knowledge of Seller, anyone else, has otherwise dumped, placed, released, or discharged Hazardous Materials in violation of Environmental Laws on the Property or any property adjacent to the Property. As used herein, "Environmental Laws" shall mean all federal state and local laws, statutes, rules, codes, ordinances, regulations, orders, judgments, decrees, binding and enforceable guidelines, including any judicial or administrative order, consent decree or judgment, in each case to the extent binding, relating to the environment, the protection of health or Hazardous Materials, including, without limitation, the Comprehensive Environmental Response, Compensation, and

Liability Act, 42 USC §9601 et seq.; the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; the Federal Water Pollution Control Act, 33 USC §1251 et seq.; the Toxic Substances Control Act, 15 USC §2601 et seq.; the Clean Air Act, 42 USC §7401 et seq.; the Safe Drinking Water Act, 42 USC §3803 et seq.; the Oil Pollution Act of 1990, 33 USC §2701 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 USC §11001 et seq.; the Hazardous Material Transportation Act, 49 USC §1801 et seq.; and the Occupational Safety and Health Act, 29 USC §651 et seq. (to the extent it regulates occupational exposure to Hazardous Materials); any state, local or foreign counterparts or equivalents, in each case as amended from time to time, and includes the Permits.. As used herein, “Hazardous Materials” shall mean (a) substances that are defined or listed in, or otherwise classified pursuant to, any applicable law or regulations as “hazardous substances,” hazardous materials,” “hazardous wastes,” “toxic substances,” “pollutants,” “contaminants” or other similar term intended to define, list or classify a substance by reason of such substance’s ignitability, corrosivity, reactivity, carcinogenicity, reproductive toxicity or “EP toxicity” and (b) oil, petroleum or petroleum derived substances, natural gas, natural gas liquids, synthetic gas, drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal resources.

7.3.13. There are no tax liens on any of the Personal Property, and Seller has paid all Taxes, withholdings and governmental charges due with respect to the Personal Property under all applicable federal, state and local laws and regulations. There are no legal, administrative or other tax proceedings currently in progress or, to the knowledge of Seller, threatened pursuant to which Seller is or could be made liable for any taxes, the liability for which would be reasonably likely to extend to CITY as transferee of the Property, and no event has occurred that could impose on CITY any transferee liability for any Taxes due or to become due from Seller.

7.3.14. Seller has not engaged any broker or agent in connection with the sale other than _____ [if blank, “None”]. Seller shall indemnify, defend and hold CITY harmless from and against any loss, damages, liabilities, costs or expenses, including without limitation attorneys’ fees and court costs, resulting from any claim for a fee or commission by any broker or finder with whom Seller has dealt.

7.3.15. Seller is not a “foreign person” as defined in Section 1445(f)(3) of the Code.

7.3.16. Neither Seller nor any of its employees, officers, directors, representatives or agents is, nor will they become, a person or entity with whom United States persons or entities are restricted from doing business under regulations of OFAC (including those named on OFAC’s Specially Designated Nationals and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

7.3.17. Seller has not received any notice of adverse claims of title with respect to the Property or any portion thereof.

7.3.18. Except as set forth on Schedule _____ [if blank, "None"], no person or entity has a right of first refusal, option to purchase, or other right to purchase any portion of the Property pursuant to an agreement to which Seller is a party or is otherwise bound.

7.3.19. There are no amounts presently overdue or otherwise unpaid beyond any applicable grace period to any person on account of labor performed or materials provided to Seller in connection with construction of, at or in the Real Property.

7.3.20. To the best of Seller's knowledge, Exhibit A contains a true and complete list (and copies) of all Permits. Sellers have delivered to CITY true and complete copies of each Permit. Seller is, and has been for the last five (5) years, in full compliance with the terms and conditions of each Permit. Seller has not received any notice and has no reason to believe that Seller is in violation of any of its Permits or that any Permit is about to be revoked, suspended or will not be renewed.

ARTICLE VIII Conditions to Close

Section 8.1. Seller's Conditions Precedent. Seller's obligation to sell the Property to CITY is subject to the following conditions precedent (collectively, "Sellers's Conditions Precedent"):

8.1.1. Payment by CITY of all sums due from CITY in accordance with this Agreement;

8.1.2. As of the Closing Date, there shall be no pending court litigation of any kind whatsoever against or relating to the Property, which would prohibit or materially impair Seller's ability to close hereunder;

8.1.3. All of the representations and warranties of CITY shall be true and correct in all material respects as of the Closing; and

8.1.4. CITY shall have performed in all material respects each of its obligations under this Agreement to be performed at or prior to the Closing.

Section 8.2. CITY's Conditions Precedent. CITY's obligations to purchase the Property is subject to the following conditions precedent (collectively, "CITY's Conditions Precedent"):

8.2.1. As of the Closing Date, there shall be no pending court litigation of any kind whatsoever against or relating to the Property, which would prohibit or materially impair CITY's ability to close hereunder.

8.2.2. All of the representations and warranties of Seller shall be true and correct in all material respects as of the Closing.

8.2.3. Seller shall have performed in all material respects each of its obligations under this Agreement to be performed at or prior to the Closing.

8.2.4. *[Intentionally omitted]*

8.2.5. *[Intentionally omitted]*

8.2.6. *[Intentionally omitted]*

8.2.7. Satisfaction of CITY's due diligence as provided for in Article VI.

8.2.8. At the Closing, Seller shall convey the Property to CITY by Deed, which shall be consistent in all respects with the Title Commitment.

8.2.9. At the Closing, the Property shall be in substantially the same condition as the Property was in at the end of the Due Diligence Period, reasonable wear and tear excepted.

8.2.10. Seller shall have in all respects performed and complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing.

8.2.11. CITY shall have obtained a title insurance policy with respect to the Property conforming in all respects to the Title Commitment.

8.2.12. Seller shall have delivered evidence satisfactory to CITY that all Leases of all or any portion of the Property are month-to-month, and that all such Leases are or have been terminated such that no tenant or other occupant shall occupy or possess the Property on or after the Closing Date.

8.2.13. Seller shall have obtained all consents, approvals, authorizations, exemptions and waivers from governmental authorities and third parties, if any, as shall be necessary, in the CITY's reasonable discretion, to affect the transactions contemplated hereby.

8.2.14. *[intentionally omitted]*

8.2.15. There shall have been no material adverse change since the Effective Date, except changes contemplated or required by this Agreement, including without limitation, any change in the title, physical condition, legal status, use or possession of the Property from the conclusion of the Due Diligence Period through the Closing Date that would cause the Property to be unsuitable for development of the Project, as reasonably determined by CITY.

8.2.16. No Law shall be in effect which restrains or prohibits Seller from consummating the transactions contemplated hereby. In addition, no action, suit, or proceeding shall be pending before any court or quasi-judicial or administrative agency of any federal, state,

local, or foreign jurisdiction wherein an unfavorable injunction, judgment, order, decree, ruling, or charge would:

(a) prevent consummation of any of the transactions contemplated by this Agreement; or

(b) result in a material adverse change in the Property or the ability to develop the Project at the Property.

8.2.17. Failure of CITY's Conditions Precedent. If, at the time of the Closing, any of CITY's other Conditions Precedent have not been fulfilled, CITY may, at its option, do either of the following:

(a) Waive and Close. Waive such condition and close in accordance with this Agreement; or

(b) Terminate. Terminate this Agreement by delivery of a written notice to Sellers ("CITY's Termination Notice") and enforce any remedy afforded by Section 4.2; provided however that, if CITY fails to deliver CITY's Termination Notice to Sellers at or prior to the Closing, the applicable condition or conditions shall be deemed waived by CITY.

ARTICLE IX Risk of Loss

Section 9.1. Risk of Loss. In the event the Property is damaged prior to Closing, CITY may: (i) terminate this Agreement and receive back the Deposit in accordance with this Agreement; (ii) close with no adjustment in Purchase Price; or (iii) negotiate an adjustment in the Purchase Price, which the negotiation shall conclude within thirty (30) days of the event causing the loss and shall be conducted in good faith.

Section 9.2. Condemnation. Any taking or condemnation for any public or quasi-public purpose or use by any competent authority in appropriate proceedings or by any right of eminent domain of all or any material part of the Property between the Execution Date and the time of the Closing shall, at CITY's option, cause a termination of this Agreement. The election to terminate provided for hereby must be exercised by CITY by written notice to Seller to such effect, which notice shall be given by CITY on or before the thirtieth (30th) day after CITY's receipt of written notice of such condemnation (but in any event prior to the Closing, provided however that CITY shall be entitled to extend the Closing Date to a date that is two business days beyond the date that would be the thirtieth (30th) day following such notice). If CITY shall not elect to terminate this Agreement, Seller shall be relieved of its duty to convey title to the portion of the Property so taken or condemned, but CITY will be entitled to receive all proceeds of any such taking or condemnation provided CITY takes title hereunder and Seller shall make no settlement or adjustment of such proceedings without CITY's consent, and shall take at the Closing all action necessary to assign its entire interest in any such award to CITY.

Section 9.3. Return of Deposit. The Deposit shall be returned to CITY immediately following termination of this Agreement by CITY under this Article and all other obligations of

the parties hereto shall cease and this Agreement shall be void and without recourse to the parties hereto subject to the provisions of Section 4.2.

ARTICLE X
Covenants

Section 10.1. Closing Conditions. From the Effective Date until the Closing (the “*Interim Period*”), subject to the terms and conditions of this Agreement, each Party shall use its commercially reasonable efforts to take such actions as are necessary, proper or advisable in order to expeditiously consummate and make effective the transactions contemplated by this Agreement.

Section 10.2. Property Management. Seller shall operate the Property before the Closing in substantially the same manner that Seller operated the Property before the Execution Date. Subject to the foregoing provisions, it is expressly understood and agreed that Seller may not do or allow any of the following EXCEPT if CITY provides its advanced written consent: (a) enter into service contracts, utility contracts and other contracts pertaining to the management of the Property, (b) renegotiate, modify or extend (including without limitation on account of a Tenant’s default) any of the Leases, (c) execute or otherwise enter into any new Lease, and (d) grant, or allow to be taken, any interest in the Property. In no event shall Seller accept any payment of fixed rental under any Lease more than thirty (30) days in advance.

Section 10.3. Cooperation. During the Interim Period, each Party will, in order to consummate the transaction contemplated by this Agreement, (i) provide reasonable cooperation to the other Party, and proceed diligently and in good faith and use all commercially reasonable efforts, as promptly as practicable, to make all required filings with, and give all required notices to, the applicable Governmental Authorities required to consummate the transactions contemplated by this Agreement, and (ii) cooperate in good faith with the applicable Governmental Authorities and promptly provide such other information and communications to such Governmental Authorities as such Governmental Authorities may reasonably request in connection with the foregoing. Each Party will pay any fees and expenses associated with obtaining any Consent from a Governmental Authority as may be imposed by applicable Law, provided that if applicable Law does not impose the fees or expenses on a particular Party, the Parties shall equally share the cost of such fees or expenses.

Section 10.4. Notifications and Consultation. The Parties will provide prompt notification to each other of any material communications (in oral or written form) with any Governmental Authority regarding the transaction contemplated under this Agreement. Each Party will consult with the other Party in advance of any material meeting or conference (in person or by telephone) with any such Governmental Authority, and to the extent not prohibited by Law or such Governmental Authority, give the other Party the opportunity to attend and to participate in such meetings and conferences. Notwithstanding the foregoing, neither CITY nor Seller shall be obligated to share any information, filing, submission or response with the other Party if a Governmental Authority objects to the sharing of such information, filing, submission or response or if prohibited by applicable Law.

Section 10.5. Permit Transfer. During the Interim Period, CITY and Seller shall cooperate and use their commercially reasonable efforts to secure the transfer or reissuance of the Permits to CITY (including obtaining any necessary Consents thereto), or the substitution of CITY for Seller where appropriate on pending applications for such Permits or renewals thereof, effective as of the Closing Date. If the Parties are unable to secure the transfer, reissuance or substitution respecting one or more Transferable Permits effective as of the Closing Date, Seller shall continue to reasonably cooperate with CITY's efforts to secure such transfer, reissuance or substitution following the Closing Date.

10.5.1. Occupants at the Property. Seller shall terminate all Leases and other agreements affording any party the right to occupy or possess any portion of the Property, on or before the Closing Date. Seller shall indemnify, defend and hold CITY harmless from any claims, actions, fees (including but not limited to attorneys' fees), expenses or costs of any kind and in any amount arising in connection with this Section 10.5.1. Time is of the essence with respect to this Section 10.5.1.

Section 10.6. Except for Sellers' obligation pursuant to Section 10.5.1, all of Seller's obligations pursuant to this Article X shall be completed prior to Closing and CITY shall perform a walk-through 24 hours prior to Closing to confirm compliance with this Article.

Section 10.7. In the event the Phase I ESA recommends any environmental abatement, clean up or remediation, Sellers shall, at their reasonable discretion, pay the costs and fees for the same or, at CITY's discretion, reimburse CITY for the same.

ARTICLE XI Closing

Section 11.1. Closing Date. Subject to satisfaction of the conditions set forth in Article VIII and the Covenants in Article X, the Closing shall occur on March 31, 2024 ("Closing Date"). Closing shall occur by mail or at the offices of PretiFlaherty, One City Center, Portland, Maine commencing at 10:00 a.m. local time on the Closing Date, or at such other date, time and location as CITY and Sellers may mutually agree.

Section 11.2. Closing Deliverables. At the Closing, Seller and CITY shall exchange the following documents and funds.

11.2.1. Seller's Deliverables. Seller shall deliver the following to CITY:

(a) Deed. One or more duly executed and acknowledged quitclaim deeds with covenant in form acceptable to CITY conveying the Property to CITY subject only to Permitted Encumbrances ("Deed").

(b) Bill of Sale and Assignment. A duly executed bill of sale and assignment in form acceptable to CITY conveying the Contracts, FFE, Leases, Plans, Permits and Rights to CITY free and clear of all liens and encumbrances ("Assignment").

(c) [*Intentionally omitted*]

(d) Non-Foreign Affidavit. A duly executed original affidavit as to Seller's non-foreign status.

(e) Authority. Such evidence as may be reasonably required as to the authority of the person or persons executing documents on behalf of Seller.

(f) Title Affidavits. Executed affidavits and indemnifications in form and substance reasonably satisfactory to CITY and the Title Company regarding mechanics' and materialmen's liens and parties in possession sufficient to eliminate any title insurance exceptions for these matters with respect to the Property.

(g) Additional Documents. Such other documents, including without limitation settlement statements and escrow instructions, as are required of Seller to close in accordance with this Agreement and local conveyancing practice.

11.2.2. CITY's Deliverables. CITY shall deliver the following to Seller:

(a) Funds. The funds in accordance with Section 5.2 above;

(b) Closing Costs. Additional funds in the amount necessary to pay CITY's share of closing costs, as set forth in Section 12.2.; and

(c) Additional Documents. Such other documents, including without limitation authority documents, settlement statements and escrow instructions, as are required of CITY to close in accordance with this Agreement and local conveyancing practice.

Section 11.3. Use of Purchase Price to Clear Title. To enable Seller to make the conveyance as herein provided, Seller may, at the Closing, use the Purchase Price or any portion thereof to clear title of any or all encumbrances or interests so long as Seller has obtained and furnished to CITY at or prior to the Closing a recordable release of each such encumbrance or interest or (in the case of an institutional mortgage or other security interest) written commitment from the holder thereof to provide such release upon receipt of a sum certain.

Section 11.4. Closing Statement. The parties shall execute and deliver a Closing and Proration Statement confirming the funds flow and prorations required under Article XII hereof.

ARTICLE XII Closing Costs, Prorations

Section 12.1. Sellers' Costs. Seller shall pay (a) ½ of the transfer taxes payable upon recordation of the Deed; and (b) the amounts, costs, fees and expenses necessary to discharge Seller's obligations under this Agreement, including but not limited to the Mandatory Cure Items (collectively, the "Seller's Costs").

Section 12.2. CITY's Costs. CITY shall pay (a) ½ of transfer taxes; (b) the title insurance premium; (c) the cost of recording the Deed; and (d) all other costs required in order to close in accordance with this Agreement (except as specified in Section 12.1).

Section 12.3. Prorations. Taxes (including any business and license taxes and any other state, county or municipal assessments), utility and fuel bills and other customarily adjusted operating expenses shall be prorated as of the Closing Date and added to or subtracted from (as the case may be) the Cash Balance. All charges accruing prior to the Closing Date and all charges relating to or arising in conjunction with Section 10.5.1 shall be the obligation of Seller and all charges accruing on or after the Closing Date, except for said Section 10.5.1. charges, shall be the obligation of CITY. If the amount of such taxes is not known on the Closing Date, such taxes shall be prorated on the basis of taxes assessed for the preceding fiscal period, subject to reapportionment as soon as the new tax rate and valuation can be ascertained. In the event of any abatement of such taxes subsequent to the apportionment thereof, the amount of such abatement, less the reasonable cost of obtaining the same, shall be prorated as of the Closing Date.

ARTICLE XIII

Notices

Section 13.1. Notices. All notices required or permitted to be given hereunder shall be in writing and sent by a recognized overnight courier service offering confirmation of delivery to the appropriate address indicated below or at such other place or places as either CITY or Sellers may, from time to time, respectively, designate in a written notice given to the other:

To CITY: Erin Herbig, City Manager
131 Church Street
Belfast, ME 04915
Email: citymanager@cityofbelfast.org
Phone: (207)338-3370 Ext.110

With a copy to: Preti, Flaherty, Beliveau & Pachios LLP
Collins, Kristin M. <KCollins@preti.com>
45 Memorial Circle
Augusta ME 04332
207 791 3292

To Sellers: William D. Shorey, Amy R. Fowler, Betty I. Johnson, Waldo
County Commissioners,
39-B Spring Street
Belfast, ME 04915

With a copy to:

ARTICLE XIV
[intentionally omitted]

ARTICLE XV
Miscellaneous Provisions

Section 15.1. Attorneys' Fees. If any suit or action be instituted to enforce the rights of either party under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs.

Section 15.2. Further Assurances. Whenever reasonably requested to do so by the other party, Seller and CITY shall execute, acknowledge, and deliver any and all such further conveyances, assignments, confirmations, satisfactions, releases, instruments of further assurance, approvals, consents and any and all such further instruments and documents as may be necessary in order to complete any and all conveyances, transfers, sales and assignments herein provided, and to do any and all other acts and to execute, acknowledge and deliver any and all documents as so requested in order to carry out the intent and purpose of this Agreement.

Section 15.3. *[Intentionally omitted]*

Section 15.4. Successors and Assigns. CITY may assign its rights pursuant to this Agreement with respect to the Property. All of the rights, benefits, duties, liabilities, and obligations of the parties hereto shall inure to the benefit of, and be binding upon, their respective successors and assigns.

Section 15.5. *[Intentionally omitted]*

Section 15.6. Headings; Language. The title and headings of the articles and sections hereof are intended solely for means of reference and are not intended to modify, explain or place any construction on any of the provisions of this Agreement. The use of "and" or "or" shall mean "and/or" unless the context clearly indicates otherwise. The use of "including" shall mean "including but not limited to" unless the context clearly indicates otherwise.

Section 15.7. Modification. This Agreement may not be modified, amended or otherwise changed in any manner except by a writing mutually executed by both parties. To the extent there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any other documents relating to the acquisition of the Property as they relate to rights and obligations between CITY and Seller, the terms and conditions of this Agreement shall be deemed controlling.

Section 15.8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine.

Section 15.9. Confidentiality. The parties shall keep the terms and conditions of this Agreement and all subsequent discussions and non-public documents confidential and shall not release or provide them to any third party except as may be required by law, with the consent of the other party, or to a party's consultants and advisors, who shall in turn be bound by this confidentiality provision. Notwithstanding the foregoing, CITY may communicate with Governmental Authorities regarding transfer of Permits and any Approvals.

Section 15.10. Counterparts; Facsimile. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Any facsimile or PDF copies hereof or signature hereon shall, for all purposes, be deemed originals.

Section 15.11. Entire Agreement. This Agreement supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof, and this Agreement and the other documents delivered pursuant to this Agreement contain the sole and entire agreement between the Parties hereto with respect to the subject matter hereof.

Section 15.12. Waiver. Any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. No waiver by any party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies, either under this Agreement or by Law or otherwise afforded, will be cumulative and not alternative.

Section 15.13. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of any party under this Agreement will not be materially and adversely affected thereby, such provision will be fully severable, this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Upon any determination that any term or other provision is illegal, invalid or unenforceable under any present or future Law, the Parties shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated by this Agreement are fulfilled to the extent possible.

[Balance of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, duly authorized, as of the day and year first above written.

CITY OF BELFAST

By: _____
Erin Herbig, City Manager

WALDO COUNTY

By: _____
William D. Shorey, Waldo County Commissioner
Chair

By: _____
Amy R. Fowler, Waldo County Commissioner

By: _____
Betty I. Johnson, Waldo County Commissioner

DRAFT

- Exhibit A – Permits
- Exhibit B – Plans
- Exhibit C – Rights
- Exhibit D – Contracts
- Exhibit E – Leases

DRAFT

10.J

LEASE AGREEMENT

This Lease Agreement is hereby made and entered into on October , 2023 by and between the City of Belfast, a Maine Municipal Corporation, with a mailing address of 131 Church Street, Belfast, Maine 04915, hereinafter referred to as "Lessor", and Matthew Crosby and Angie Crosby, whose present address is Edgecomb Road, Belfast, Maine 04915, hereinafter referred to as "Lessee". Lessor leases to Lessee the house and shared access through an existing road and driveway running to the Crocker Road, said premises located at 22 Barn Way, Belfast, Maine 04915 within the premises described in a deed recorded in the Waldo County Registry of Deeds in Book 3401, Page 76 from Bracebridge Corporation to Jason L. Perkins and Laurie A. Perkins dated December 8, 2009. This Lease shall commence on November 1, 2023, and shall terminate on October 31, 2025, subject to renewal by agreement as described herein.

SECTION ONE RENT and SECURITY DEPOSIT

Lessee agrees to pay, without demand, to Lessor as rent for the demised premises, the sum of One Thousand Dollars (\$1,000.00) per month in advance on the fifteenth (15th) day of each calendar month, at 131 Church Street, Belfast, Maine 04915, or such other place that the Lessor may designate. The term of the lease may be renewed by agreement of the parties, in writing.

On the date of payment of the first month's rent by Lessee, Lessee shall also pay a security deposit in the amount of One Thousand Dollars (\$ 1,000.00). Said deposit shall be used by the Landlord to repair the premises which results due to the neglect or damage caused by the Lessee or their guests or invitees, or pay any unpaid rent, at the end of the term of this lease, normal wear and tear excepted.

SECTION TWO QUIET ENJOYMENT

Lessor covenants that in paying the rent and performing the covenants contained in this Lease Agreement, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed upon term.

SECTION THREE USE OF PREMISES

A. The premises hereby leased is limited to the home and access to the existing home located at 22 Barn Way, Belfast, Maine by means of an existing driveway and road, which road and driveway shall not be blocked or used for parking or storage at any time by the Lessee, as nothing shall impede access to the site and the real property by the City of Belfast, its invitees,

guests and employees. The remainder of the premises including the existing road and driveway shall be accessible by the Landlord at any and all times. The garage located at 20 Barn Way near the residence is NOT included as part of the leased premises, and said garage shall be used and accessed by the Belfast Public Works Department from time to time, as needed.

B. The demised premises shall be used for residential purposes and shall not be leased or sublet by Lessee. There shall be three tenants, the above listed Lessees and one child.

C. Lessee shall comply with all the Sanitary Laws, Ordinances, Rules, and Orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected to the demised premises during the terms of this Lease.

D. Lessee acknowledges and understands that all surrounding premises to the house and garage may be fully developed during the Lease term by the City of Belfast for any lawful purpose, including, but not limited to, Public Works Department purposes.

E. Lessee is required to keep the leased premises in a neat and orderly fashion such that the condition of the premises is generally in the same condition as existed at the commencement of this Lease Agreement, reasonable wear and tear excepted.

F. Lessee may keep one cat on the premises. Any additional animals must be approved by the Landlord, in writing.

SECTION FOUR UTILITIES

Lessor shall be responsible for arranging and paying for the following utility services on the premises: water, electricity, heat, and plowing. Plowing shall be done by the Belfast Public Works Department in the normal course of its maintenance of the adjacent facility. Lessee shall be responsible for the following utilities: propane, cable, telephone, internet service and trash removal.

SECTION FIVE NOTICES

All notices under this Lease Agreement shall be in writing or by email and shall be effective when mailed or when delivered personally to Lessor at Lessor's last known address, and to Lessee at Lessee's current or future address or to such other addresses as may hereafter be designated by notice. Lessee is required to provide Lessor with any updated contact information including, but not limited to, any updated mailing information during the term of this Lease.

SECTION SIX
INSURANCE

The City of Belfast shall insure the leased premises against fire and any other extended casualty for the duration of this Lease Agreement. Lessee shall be responsible for insuring any of their personal property located on or in the leased premises at Lessee's sole expense. For any hazard or liability insurance Policy obtained by Lessee, Lessee shall be required to list Lessor as a loss payee on their liability/hazard insurance during the term of this Lease Agreement.

SECTION SEVEN
TERMINATION OF LEASE

For breach of any term, condition or covenant of this Lease, this Lease may, at Lessor's option be terminated, and the Lessor shall give the Lessee thirty (30) days written Notice to Quit; provided however, for failure to pay rent a seven (7) day Notice to Quit shall be provided to Lessees. Failure of the Lessor to immediately terminate this Lease for any breach or any term, condition or covenant herein shall not constitute a waiver of said terms, conditions and/or covenants or Lessor's right to enforce this provision of the Lease. No Notice to Quit shall be effective until prior written Notice of the breach of the Lease condition has been given to Lessee either in hand or via certified mail to Lessee's last known address and Lessee has had 15 days to cure any material breach, and 7 days to cure a failure to pay rent, and did not cure said breach; provided however, Lessor may immediately terminate this Lease Agreement without prior written Notice if such breach of the terms, conditions and/or covenants herein causes an imminent hazard to Lessor, Lessor's employees or any public persons.

SECTION EIGHT
BINDING EFFECT

The covenants and conditions contained in this Lease Agreement shall apply to and bind the heirs, legal representatives, and assigns of the Parties and all covenants are to be construed as conditions of this Lease.

SECTION NINE
GOVERNING LAW

It is agreed that this Lease Agreement shall be governed by, construed, and enforced, in accordance with the laws of the State of Maine.

SECTION TEN
ENTIRE AGREEMENT

This Lease Agreement shall constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon any Party except to the extent incorporated in this Lease Agreement.

SECTION ELEVEN
MODIFICATION OF AGREEMENT

Any modification of this Lease Agreement or additional obligation assumed by any Party in connection with this Lease Agreement shall be binding only if evidenced in writing and signed by each Party or an authorized representative of each Party.

In Witness whereof, each Party to this Lease Agreement has caused this instrument to be executed at Belfast, Maine on the date indicated below. This Lease shall NOT be recorded in the Waldo County Registry of Deeds.

Dated this _____ day of October, 2023.

LESSOR: THE CITY OF BELFAST

Witness

By: Erin Herbig, City Manager, duly authorized

LESSEE

Witness

Matthew Crosby

Witness

Angie Crosby