



CITY OF BELFAST

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MANAGER'S REPORT

Belfast City Council Meeting
Tuesday, May 7, 2024

7:00 p.m. Regular Council Meeting

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

FROM: Erin Herbig, City Manager

DATE: Thursday, May 2, 2024

Agenda Items:

10-A Presentation and Council Consideration of an Order to Vacate a Condemnation Order issued by the City Council on August 12, 2021.

Following a presentation by City Attorney Kristin Collins and a Public Hearing, the City Council directed the City Attorney to draft an order necessary to effectuate option #4 as presented at the April 16, 2024, Council Meeting.

A draft order was to be posted to the City website on Tuesday, April 30th, 2024, and presented for consideration by the City Council at the Regular Council Meeting on May 7, 2024.

As it was presented, option #4 vacates and repeals the entire Condemnation Order, to include both the intertidal area and the residential purposes restriction.

Please see the attached draft order (10-A) from City Attorney Kristin Collins, which was posted on the City's website on April 30th as directed. Attorney Collins will be at the meeting to present and answer any questions.

10-B Request to appoint Shannon Brown Buchanan of Swanville as the Part-Time Videographer for the City of Belfast.

On March 7, 2024, the City of Belfast advertised the position of a Part-Time Videographer. We accepted applications through March 28th. We received eight applications.

On Thursday, April 18th, and Wednesday, April 24th, the Part-Time Videographer Hiring Committee held the first round of interviews with four well qualified candidates. The hiring committee consisted of BEL TV Technical Consultant Ned Lightner, HR Administrator Nancy Driscoll and City Manager Erin Herbig. Following these interviews, the committee unanimously selected Shannon Brown Buchanan of Swanville for the position, and she has accepted.

Ms. Buchanan comes to the City with municipal videography experience with the Town of Durham and has more recently performed video production and editing for L.L. Bean.

If approved by the City Council, the part-time videographer hiring committee requests a motion is made to appoint Shannon Brown Buchanan of Swanville as the new Part-Time Videographer for the City of Belfast.

Please see the attached employment application, employment advertisement and job description (10-B) providing further information. BEL TV Technical Consultant Ned Lightner will be at the meeting to present, introduce Ms. Buchanan to the community, and answer any questions.

10-C Presentation from City Engineer Mandy Holway addressing recent storm damage at Robbins Road.

City Engineer Mandy Holway has conducted a site visit of Robbins Road to assess how the City can best address erosion issues as a result of the past few storms. Engineer Holway was tasked to outline repair options as the road condition has now deteriorated to the point that more extensive repairs are needed to keep it in service.

Following recent storms, undermining of the pavement on Robbins Road has created voids under the road along the shore side, making it unsafe for wheel loadings. In some areas, the pavement has been eroded to the point that it is too narrow for two vehicles to pass each other safely on the two-way road. The road therefore has been appropriately closed to traffic until a strategy can be put in place to address this situation in some manner.

The area affected by storm damage is shown on the attached plan. The length of the road is approximately 2,200 linear feet, and the width of the road varies. For planning and budget consideration purposes, the City Engineer used a 22-foot paved surface with one-foot-wide gravel shoulders.

There are several options for your consideration:

- The road could be discontinued.
- The road could be repaired and reopened as a narrower one-way road.
- The road could be repaired and reopened as a two-way road.
- The road could be completely reconstructed to better withstand future storms.

Please see the attached memo (10-C) from City Engineer Mandy Holway of Olver Associates Inc. explaining the options in further detail. Ms. Olver will be at the meeting to review these options and to answer any questions.

10-D Request from Wastewater Superintendent to accept the remaining \$1,000,000 offered to the City of Belfast by the Clean Water State Revolving Loan Fund Program.

In 2022, the City Council approved \$4,435,000 for the next two phases of Combined Sewer Overflow (CSO) upgrades. Of those funds, the City of Belfast was able to obtain a grant for \$1,000,000 from Congressional Directed Spending (CDS) and a grant of \$200,000 from the Department of Environmental Protection (DEP).

When requesting approval, the remaining \$1,000,000 of the Clean Water State Revolving Loan Fund (CWSRF) approved loan funding was not authorized. It is now apparent that these funds are needed to complete the second phase of CSO projects, and it is recommended that the City accept these funds as the interest rate is low, these funds can only be obtained through a competitive process, and the City has remaining identified CSO projects.

If approved by the City Council, Wastewater Superintendent Annaleis Hafford recommends a motion is made to accept the remaining funds of \$1,000,000 offered to the City by the CWSRF Program for the City's CSO projects.

Please see the attached memo (10-D) from Wastewater Superintendent Annaleis Hafford explaining the request in further detail. Superintendent Hafford will be at the meeting to present and answer any questions.

10-E Presentation on proposed amendments to the City Code of Ordinances, Chapter 66 Definitions, Chapter 80 In-town Design Review, Chapter 90 Site Plan, Chapter 98 Technical Standards, and Chapter 102 Zoning.

On April 2, 2024, the Belfast City Council voted 5-0 to proceed with a Second Reading and Public Hearing on a package of Ordinance Amendments recommended by the Planning Board.

On February 28th, 2024, the Planning Board voted unanimously to recommend the proposal for adoption. The Ordinance Amendments are focused on increasing housing opportunities of all types in the City, and they address State Law LD2003 and supporting legislation.

The proposed Ordinance Amendments include changes to Chapter 66 Definitions, Chapter 80 In-town Design Review, Chapter 90 Site Plan, Chapter 98 Technical Standards, and Chapter 102 Zoning. The proposal's goals are broken down into the following categories of changes:

- 1) Increase housing development opportunities Inside the Rte. 1 Bypass area of Belfast.
- 2) Adopt State Accessory Dwelling Unit (ADU) standards in compliance with LD2003.
- 3) Incorporate density bonuses and maximum parking requirements in LD2003 for Affordable Housing as defined by the State.
- 4) Accommodate standards in the State law requiring the City to allow 4 dwelling units on a vacant lot for any zoning districts that allow housing in "designated growth areas".
- 5) Accommodate standards in the State law requiring the City to allow 3 dwelling units on a lot with an existing single-family home for any zoning districts that allow housing in "designated growth areas".
- 6) Consolidate Inside the Bypass Chapter 102 zoning use and dimensional tables into City-wide format.
- 7) Minor cleanups including a front minimum structure setback adjustment affecting 3 lots on Cottage Street, amendments in support of minor agricultural uses, supporting Chapter 66 Definitions amendments and a newly proposed process in Chapter 80 for residential multifamily and "flex housing" design review.

No City Council action is needed for this agenda item as this is strictly a presentation regarding the proposed amendments.

One written comment and four oral comments were submitted during the First Reading. There were no proposed edits to the draft language as presented.

Following this presentation, the City Council will hold a Public Hearing and then consider possible adoption of these Ordinance Amendments.

Please see the attached memo (10-E, F, and G) from Director of Code and Planning Bub Fournier explaining the request in further detail. Director Fournier will be at the meeting to present.

10-F Public Hearing on proposed amendments to the City Code of Ordinances, Chapter 66 Definitions, Chapter 80 In-town Design Review, Chapter 90 Site Plan, Chapter 98 Technical Standards, and Chapter 102 Zoning.

NOTICE OF PUBLIC HEARING
BELFAST CITY COUNCIL
PROPOSED AMENDMENTS TO CITY CODE OF ORDINANCES

The Belfast City Council, at its meeting of Tuesday, May 7th, 2024, beginning at 7:00 p.m. or as soon as practical thereafter, shall conduct a Second Reading and Public Hearing of proposed amendments to the City Code of Ordinances, Chapter 10 Animals, Chapter 66 Definitions, Chapter 80 In-town Design Review, Chapter 98 Technical Standards, and Chapter 102 Zoning. The proposal aims to increase housing opportunities in zoning districts Inside the Rte. 1 Bypass area and bring the City into compliance with State initiatives such as LD2003. The public hearing will be conducted in person at City Hall and can be streamed on the City website at www.cityofbelfast.org.

The City Council is considering proposed amendments to allow multi-family dwellings and a “flex housing” approach to all areas inside the bypass. The Council will also be considering amendments to the City zoning Code to support accessory dwelling units and affordable housing, along with various clean-up amendments. After a First Reading and Public Hearing, the Council will discuss the proposal and may consider options moving forward. This Second Reading and Public Hearing at the City Council comes after several meetings by the Planning Board with input from the public to draft the current proposal. A First Reading and public hearing on the proposal occurred on April 2nd, 2024.

The City of Belfast encourages people who may be affected by the proposed amendments to offer comments to the City Council. The Council is accepting comments in the following ways:

- 1) Submit written comments by 12 noon on May 7th, 2024, by email to directorplanning@cityofbelfast.org. This is the preferred method to submit comments.
- 2) Submit written comments by 12 noon on May 7th, 2024, by letter to: City of Belfast, Planning and Codes Dept, 131 Church St, Belfast, ME 04915.
- 3) Submit oral comments in person during the public hearing portion of the meeting.

The complete text of amendments the City Council will be considering can be found on the city website, www.cityofbelfast.org. Reference Planning and Codes, 2023 Inside the Bypass Zoning Amendments to Increase Housing Opportunities. A copy of the proposed amendments is also available for inspection in the Planning and Codes Department offices during normal business hours, 7:00 am - 6:00 pm, Monday-Thursday.

Questions regarding the proposed amendments can be directed to the Planning and Codes Department offices, 338-3370 x 125, or by email to Bub Fournier, Director of Planning and Codes, directorplanning@cityofbelfast.org.

All interested people are invited to participate in the public hearing and will be given an opportunity to be heard at that time.

Please see the attached memo (10-E, F, and G) from Director of Code and Planning Bub Fournier explaining the request in further detail.

10-G Second Reading on proposed amendments to the City Code of Ordinances, Chapter 66 Definitions, Chapter 80 In-town Design Review, Chapter 90 Site Plan, Chapter 98 Technical Standards, and Chapter 102 Zoning.

The First Reading was held at the Regular City Council Meeting on April 2, 2024. This is the Second Reading. At this time, the City Council may discuss, amend, table, or approve the Second Reading of the proposed amended ordinance.

If approved by the City Council, Director of Code and Planning Bub Fournier recommends that a motion is made to approve the Second Reading of proposed amendments to the City Code of Ordinances, Chapter 66 Definitions, Chapter 80 In-town Design Review, Chapter 90 Site Plan, Chapter 98 Technical Standards, and Chapter 102 Zoning as presented.

Please see the attached memo (10-E, F, and G) from Director of Code and Planning Bub Fournier explaining the request in further detail. Director Fournier will be at the meeting to answer any questions.

10-H Request to enter into a Contract for City Park Concession for the 2024 summer season.

The former Parks and Recreation Director requested proposals for the operation of the City Park Concession for the 2023 season and awarded the bid to Big Daddy's Hot Box. The Concession Park Contract included a first right of refusal for a second operational year. The 2023 vendor has requested to operate for a second year, the 2024 summer season.

Parks and Recreation Director Pam Salokangas and the Parks and Recreation Commission discussed the contract at their April 11, 2024, meeting and recommend approval for 2024.

The terms for 2024 remain the same with a rental rate of \$200/month and would open in May and run through September.

If approved by the City Council, the Parks and Recreation Director recommends a motion be made to enter into a contract for the City Park Concession with Big Daddy's Hot Box for the 2024 summer season.

Please see the attached memo and agreement (10-H through O) from Parks and Recreation Director Pam Salokangas explaining the request in further detail. Director Salokangas will be at the meeting to present and answer any questions.

10-I Request to approve a Memorandum of Understanding with the Waldo County YMCA to operate the Belfast City Park Pool for the 2024 summer season.

The City of Belfast entered into a Memorandum of Understanding with the Waldo County YMCA beginning in 2021 for the staffing and daily operation of the City Park Pool. At that time, the former Parks and Rec Director was finding it difficult to recruit staff annually for the seasonal positions, and the Waldo County YMCA had a full-time Aquatics Director, year-round aquatic staff, and could provide lifeguard training prior to the season as a method to attract staff.

With this agreement, the YMCA has been responsible for staffing at a ratio of 1 guard for every 25 swimmers, a Certified Pool Operator/Pool Manager, and an Assistant Pool Manager. In the proposed Memorandum of Understanding (MOU), the YMCA would be responsible for staffing and daily operation from June 19, 2024, through September 1, 2024, Tuesday to Sunday, 11:00 a.m. to 6:00 p.m. The City of Belfast Parks and Recreation Department will continue to fund the pool's operational and maintenance expenses as well as pool staff salaries.

Parks and Recreation Director Pam Salokangas and the Parks and Recreation Commission discussed the substance of the contract at their April 11, 2024, meeting and recommend approval for 2024.

If approved by the City Council, the Parks and Recreation Director requests a motion be made to authorize the City Manager to sign the Memorandum of Understanding with the Waldo County YMCA in which the YMCA would operate the Belfast City Park Pool for the 2024 season.

Please see the attached memo and agreement (10-H through O) from Parks and Recreation Director Pam Salokangas explaining the request in further detail. Director Salokangas will be at the meeting to present and answer any questions.

10-J Request from the Waldo County Technical Center for Council Consideration of a Rental Fee Waiver.

This request is for the Waldo County Technical Center's graduation event on Wednesday, May 15, 2024. They are seeking a full rental fee waiver, which would be \$180.

Only the City Council can approve rate changes or fee waivers on behalf of the City of Belfast. Parks and Recreation Director Pam Salokangas and the Parks and Recreation Commission discussed the fee waiver request at their April 11, 2024, meeting and recommend approval.

If approved by the City Council, the Parks and Recreation Director requests a motion be made to approve the requested Rental Fee Waiver for the Waldo County Technical Center Graduation on May 15, 2024.

Please see the attached memo (10-H through O) from Parks and Recreation Director Pam Salokangas explaining the request in further detail. Director Salokangas will be at the meeting to present and answer any questions.

10-K Request from the Belfast Garden Club for Council Consideration of a Rental Fee Waiver.

The Belfast Garden Club Plant Sale will occur on Saturday, May 25th, 2024, with set-up taking place on Friday, May 24th. The group plans to utilize the Boathouse and Boathouse grounds for this annual event again this year.

The Belfast Garden Club, a supporter of several City projects and initiatives, and a partner to the Parks and Recreation Department, has requested a full waiver for the rental fee of \$1,080.

Only the City Council can approve rate changes or fee waivers on behalf of the City of Belfast. The Parks and Recreation Director Pam Salokangas and the Parks and Recreation Commission discussed the fee waiver request at their April 11, 2024, meeting and recommend approval. The Parks and Recreation Director requests that the security deposit not be waived in case there is damage to the building or equipment, tables and chairs are missing, or there are extraordinary costs for clean-up. The security deposit is \$250.

If approved by the City Council, Parks and Recreation Director requests a motion be made to approve the requested fee waiver by the Belfast Garden Club on May 24-25, 2024, with the exception of the security deposit of \$250.

Please see the attached memo and completed Facility Use Application (10-H through 10-O) from Parks and Recreation Director Pam Salokangas explaining the request in further detail. Director Salokangas will be at the meeting to present and answer any questions.

10-L Request from the Belfast Chamber of Commerce for Council Consideration of a Rental Fee Waiver.

Arts in the Park will be held Friday-Sunday, June 28-30, 2024. The City of Belfast Parks and Recreation Department typically assists with set-up, electrical, overnight patrols, trash removal, and is available for any troubleshooting. This event utilizes the Belfast Boathouse and the grounds of Steamboat Landing Park.

The Belfast Area Chamber of Commerce has requested a full waiver of \$1,800. The Chamber then contributes post-event funding to the City of Belfast for staffing support and infrastructure costs.

Only the City Council can approve rate changes or fee waivers on behalf of the City of Belfast. Parks and Recreation Director Pam Salokangas and the Parks and Recreation Commission discussed the fee waiver request at their April 11, 2024, meeting and recommend approval. The Parks and Recreation Director requests that the security deposit not be waived in case there is damage to the building or equipment, tables and chairs are missing, or there are extraordinary costs for clean-up. The security deposit is \$250.

If approved by the City Council, the Parks and Rec Director requests a motion be made to approve the requested fee waiver by Belfast Chamber of Commerce for Arts in the Park on June 28-30, 2024, with the exception of the security deposit of \$250.00.

Please see the attached memo and completed Facility Use Application (10-H though O) from Parks and Recreation Director Pam Salokangas explaining the request in further detail. Director Salokangas will be at the meeting to present and answer any questions.

10-M Request from Atlantic Challenge USA for Council Consideration of a Rental Fee Waiver.

Atlantic Challenge USA is preparing to bring a large event to Belfast in July, also called the Atlantic Challenge USA. This event is focused on international youth of various ages who will compete in a Youth Seamanship Contest.

Atlantic Challenge USA has requested use of the Belfast Boathouse on Saturday, May 11 for a training workshop during the day and followed by an evening fundraiser that will support the operational budget for the July event. Atlantic Challenge USA has requested a full waiver of \$525. They have provided a \$75 security deposit in advance for any issues that arise.

The Atlantic Challenge USA has also requested use of the Belfast Boathouse from Monday, July 22 through Tuesday, July 30, 2024, for the Atlantic Challenge USA Youth Seamanship Contest.

Through a separate application, the Atlantic Challenge USA plans to host a parade on Sunday, July 22, 2024, and a beer garden to be operated by a third-party vendor (similar to Maine Celtic Celebration) during the week-long event. Atlantic Challenge USA has requested a full rental waiver of \$3,060 for this event. This group did provide a \$250 security deposit in advance for any issues that may arise.

Only the City Council can approve rate changes or fee waivers on behalf of the City of Belfast. Parks and Recreation Director Pam Salokangas and the Parks and Recreation Commission discussed the fee waiver request at their April 11, 2024, meeting and recommend approval. Atlantic Challenge USA has indicated that they intend to make a contribution back to the City of Belfast for infrastructure expenses and cleaning fees following the event.

If approved by the City Council, the Parks and Rec Director requests a motion be made to approve the requested Rental Fee Waiver from Atlantic Challenge USA for May 11, 2024, as well as July 22 through July 30, 2024, with the exception of the \$325 security deposit.

Please see the attached memo and completed Facility Use Application (10-I though O) from Parks and Recreation Director Pam Salokangas explaining the request in further detail. Director Salokangas and Atlantic Challenge USA Board Chair Arista Holden will be at the meeting to present and answer any questions.

10-N Request from Living Innovations for Council Consideration of a Rental Fee Waiver.

Living Innovations, a service of Mosaic, is considered a 501c3 organization. Living Innovations has requested use of the City Park Pavilion for two rentals, the first a Tie-Dye Party on August 9, 2024, for residents of their programs and the second a Staff Appreciation event on September 17, 2024, to hold a staff picnic. This group has requested a full waiver for the rental of the pavilion for both dates of \$62.50 per event, for a total of \$125.

Only the City Council can approve rate changes or fee waivers on behalf of the City of Belfast. Parks and Recreation Director Pam Salokangas and the Parks and Recreation Commission discussed the contract at their April 11, 2024, meeting and recommend approval.

If approved by the City Council, the Parks and Rec Director requests a motion be made to approve the requested fee waiver by Living Innovations for use of the City Park Pavilion on August 9, 2024, and September 17, 2024.

Please see the attached memo (10-I though O) from Parks and Recreation Director Pam Salokangas explaining the request in further detail. Director Salokangas will be at the meeting to present and answer any questions.

10-O Request from the Belfast Rotary Club for Council Consideration of a Rental Fee Waiver.

The Belfast Rotary Club will be hosting Belfast Harbor Fest August 16-18, 2024. The Rotary Club requests use of the Boathouse and Steamboat Landing Park for their activities which includes a pancake breakfast, pinewood derby, storage of cardboard boats, a registration/check-in area, and utilization of the plastic table and chairs from this location. They have requested a full rental waiver of \$1,980.

Only the City Council can approve rate changes or fee waivers on behalf of the City of Belfast. Parks and Recreation Director Pam Salokangas and the Parks and Recreation Commission discussed the contract at their April 11, 2024, meeting and recommend approval. The Parks and Recreation Director requests that the security deposit not be waived in case there is damage to the building or equipment, tables and chairs are missing, or there are extraordinary costs for clean-up. The security deposit is \$250.

If approved by the City Council, the Parks and Rec Director requests a motion be made to approve the requested fee waiver by Belfast Rotary for Belfast Harbor Fest on August 16-18, 2024, with the exception of the security deposit of \$250.00.

Please see the attached memo and completed Facility Use Application (10-I though O) from Parks and Recreation Director Pam Salokangas explaining the request in further detail. Director Salokangas will be at the meeting to present and answer any questions.

10-P Request from the City Assessor for Approval/Sanction of the street names for the four-phase subdivision at Little River Drive.

The City Assessor, who also serves as the City's E-911 Addressing Officer, requests that the City Council consider an official approval/sanction of the street names at the Little River Drive Extension, Whitetail Lane, Black Bear Street, Seal Street, and Lobster Lance for the four-phase subdivision at the end of Little River Drive. The lanes and streets are located on Map 4 Lot 62 G.

Phase one with six house lots will be accessed by Little River Drive Extension and Whitetail Lane. Phase two will be accessed by Little River Drive Extension, Black Bear Street, and Lobster Lane. Phase three will be accessed by Little River Drive Extension, Seal Street, and Lobster Lane. Phase four will be accessed by Little River Drive Extension and Lobster Lane.

The first home in phase one is nearing completion and a second home is being framed. City Assessor Avis Winchester is in the process of establishing numbering for the lots in phase one for E-911.

If approved by the City Council, City Assessor Avis Winchester recommends a motion is made to approve/sanction of the street names Little River Drive Extension, Whitetail Lane, Black Bear Street, Seal Street, and Lobster Lance for the four-phase subdivision at the end of Little River Drive located on Map 4 Lot 62 G.

Please see the attached memo (10-P) from City Assessor Avis Winchester explaining the request in further detail. Assessor Winchester will be at the meeting to present and answer any questions.

10-Q Request by Airport Manager to expend up to \$4,200 to remove pine trees on private property south of the Municipal Airport.

In 2016, the City of Belfast obtained easements from several property owners protecting the airspace associated with the approaches to runways 15 and 33.

Trees on several properties south of the Airport have reached a height that is nearing penetration to the protected surface. Two of those properties received Planning Board approval in 2021 for a solar farm and the solar farm developer has agreed to work with the Airport Manager to meet our protective surface needs on the private solar farm properties at no cost to the City of Belfast.

At the December 19, 2023, Meeting, City Council authorized the expenditure of up to \$1,500 from Account #640-594 Airport Maintenance to remove several trees on Airport property while the logging company is mobilized and close by. The most problematic group of trees were located on Tax Map 4 Lot 66, owned by Theodore F. and Patricia A. Reed as Joint Tenants. The Airport Manager initiated a conversation with the family, and they have approved the removal of the trees pursuant to the 2016 easement.

Comprehensive Land Technologies, Inc. provided a quote of \$4,200 for removal of the three trees off airport property, disposal of the trees and debris generated from the trees, removal of the stumps, reclamation of the area disturbed from stump removal, traffic control and Dig Safe of the removal area.

If approved by the City Council, Airport Manager Kenn Ortmann recommends a motion be made to authorize the expenditure of a total amount of \$4,200, \$2,700 from Account #640-711 Airport Maintenance Capital Reserve and a repurposing of \$1,500 from Account #640-594 Airport Maintenance authorized on December 19, 2023, to Comprehensive Land Technologies, Inc to remove trees problematic to the protected surface of Runway 33 on Tax Map 4 Lot 66, consistent with the easement recorded in Book 4098 Page 130 on September 2, 2016, and to authorize the

City Manager to sign any necessary documents. Account #640-711 Airport Maintenance Capital Reserve has a current balance of \$14,764.

Please see the attached memo (10-Q) from Airport Manager Kenn Ortmann explaining the request in further detail. Airport Manager Ortmann will be at the meeting to present and answer any questions.

10-R Council Adoption of the Ground Lease Agreement between the City of Belfast and Penobscot McCrum LLC.

On Thursday, April 25, 2024, Jay McCrum, owner of Penobscot McCrum LLC, signed a three-year ground lease agreement for the section of the Rail Trail that crosses the site of the former potato processing facility along Belfast Harbor. The City of Belfast first entered into a ground lease agreement with Penobscot McCrum LLC for this purpose in September 2016.

At this time, the City Manager recommends the City Council adopt the three-year ground lease agreement between the City of Belfast and Penobscot McCrum LLC and authorize the City Manager to sign the lease on behalf of the City retroactively to April 25, 2024.

Please see the attached copy of the executed lease agreement (10-R). I will be at the meeting to answer any questions.

10-S Council Acceptance and Award #2 Fuel Bids for FY2024-2025 for the City of Belfast.

Each year the City of Belfast requests bids for #2 fuel oil for all City of Belfast facilities. In previous years, the City has always locked in our fuel oil at a fixed rate.

The City went out to bid on April 25, 2024, requesting that bids be submitted by May 1, 2024, at 10:00 AM. The City received two bids. These bids, as expected, are more comparable to our pre-pandemic fixed rates.

As these bids must be awarded or rejected within two hours of receiving the bids. This is due to market fluctuations hour to hour and fuel companies are unable to extend a bid offer for much longer than this. The City Manager is authorized to accept or reject bids on behalf of the City of Belfast. Following receipt of the bids, the City Manager awarded the bid to Maritime Energy at \$2.8675 per gallon. This is an increase of \$0.2325 per gallon from FY 23-24.

At this time, the City Manager recommends the City Council formally accept all two bids as presented and to award the bid to Maritime Energy at a fixed rate of \$2.8675 per gallon from November 1, 2024, through July 31, 2025.

Please see the attached bid opening sheet (10-S) outlining the two bids received. I will be at the meeting to present and answer any questions.

10-T Request to Approve a Central Maine Power Pole Permit Application for two new poles located on Swan Lake Avenue.

Please see the attached Central Maine Power (CMP) Pole Permit Application (10-T) for two new poles on Swan Lake Avenue. City Code Enforcement Officer Steve Wilson and Director of Public Works Bob Richards recommend the City Council approve this pole permit.

10-U Signing of Council Orders

Serving on a City of Belfast Committee is a great way to become more involved and influence decisions that shape the future our community.

The City of Belfast currently has openings on the following committees that serve various functions within the City of Belfast:

Airport Advisory Committee
Board of Assessment Review
Cemetery Trustees
Climate, Energy, & Utilities Committee
Harbor Advisory Committee
Housing & Property Development Committee
Library Board of Trustees
Parks and Recreation Commission
Pedestrian, Transportation, & Accessibility Committee
Planning Board
Water District Trustees
Zoning Board of Appeals

Anyone interested in serving on these or any other City committees should obtain an application from the City of Belfast website at www.cityofbelfast.org "Boards & Committees" page or from the City Manager's office at City Hall 131 Church Street, Belfast, Maine 04915.

Commencing committee terms begin on July 1. The Belfast City Council will review all applications and make appointments for current openings at a duly called council meeting.

Please submit all applications to the City Manager's Office by mail, in person, or via email no later than May 15th, 2024.

If you have any questions, please feel free to contact the Executive Assistant, Elena

Thomas at communications@cityofbelfast.org or at 338-3370 ext.# 119.

**City of Belfast
Consent Agenda
Tuesday, May 7, 2024
Meeting #21**

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 Facility Use Application by Aynne Ames for use of Park on Main for the annual Songs of America on Thursday, July 4, 2024, from 11:00 a.m. to 12:00 p.m.**

Motion to approve a Facility Use Application by Aynne Ames for use of Park on Main for the annual Songs of America on Thursday, July 4, 2024, from 11:00 a.m. to 12:00 p.m.

- B. Request to approve a Facility Use Application by Come Boating for use of Heritage Park (next to Come Boating shed) for the annual Nautical Yard Sale and Launch Day on Saturday, May 25, 2024, from 9:00 a.m. to 2:00 p.m.**

Motion to approve a Facility Use Application by Come Boating for use of Heritage Park (next to Come Boating shed) for the annual Nautical Yard Sale and Launch Day on Saturday, May 25, 2024, from 9:00 a.m. to 2:00 p.m.

- C. Request to approve a parade application by Arista Holden representing Atlantic Challenge USA for the Atlantic Challenge USA Parade on Sunday, July 21, 2024, starting at Belfast Area High School at 3:30 p.m. and ending at Heritage Park.**

Motion to approve a parade application by Arista Holden representing Atlantic Challenge USA for the Atlantic Challenge USA Parade on Sunday, July 21, 2024, starting at Belfast Area High School at 3:30 p.m. and ending at Heritage Park.

- D. Request to approve the following Victualer License renewals, due to expire May 31, 2025:**

Theodore Rakis	d/b/a Alexia's Pizza
Paul Dyer	d/b/a AllPlay Bowling Center LLC
Belfast Curling Club	d/b/a Belfast Curling Club
Joseph Benjamin	d/b/a Belfast Variety Rt 52
Jojo Oliphant	d/b/a Bell The Cat
CN Brown Company	d/b/a Big Apple Belfast #1037
David Crabiel	d/b/a Chocolate Drop Candy Shop
Mac's Convenience Stores	d/b/a Circle K #4707104
Mac's Convenience Stores	d/b/a Circle K #4707011
Anthony Jacovino	d/b/a Delvino's Grill & Pasta House
Lisa Mosher	d/b/a Dockside Family Restaurant
Nathaniel Baer	d/b/a Downshift Coffee LLC
Danny Costa	d/b/a Dunkin Donuts (Belmont Ave)
Danny Costa	d/b/a Dunkin Donuts (Starrett Drive)
Cory Chase	d/b/a Darby's Restaurant
Hannaford Bros. Co, LLC	d/b/a Hannaford Supermarket & Pharm #8241
Kevin Barrett	d/b/a Jack's Grocery
Moonbat LLC	d/b/a Marshall Wharf Brewing Co.
Napoli PSC Series LLC	d/b/a McDonalds Restaurant #2501
Sadie Samuels	d/b/a Must Be Nice LLC
FFS, LLC	d/b/a Nautilus Seafood & Grill
Steve Bowler	d/b/a Penobscot Shores
GEL Enterprises LLC	d/b/a Perry's Nut House
Brandon Monroe	d/b/a Primrose Hill, LLC
Nutjarin Sukkasemsri	d/b/a Rice & Noodle Thai Restaurant
B & F Footlong	d/b/a Subway #10145
Douglas Frost	d/b/a Tarratine Tribe #13 IORM
Lexa & Nat Clifford	d/b/a The Alden House Inn
Cathy Heffentrager	d/b/a The Jeweled Turret Inn
Traci Mailloux	d/b/a Traci's Diner
Michael Casby	d/b/a Trillium Events, INC.
Waldo County Shrine	d/b/a Waldo County Shrine Club
Dennis Fuller	d/b/a Wasses Hot Dogs
Amjosa Enterprises Inc	d/b/a Wentworth Family Qwik Stop
Ryan Cowan	d/b/a Wild Cow Creamery
Brittani Bass	d/b/a Ying-Yang Nutrition
Raymond Young	d/b/a Young's Lobster Pond

Motion to approve the following Victualer License renewals, due to expire May 31, 2025:

Theodore Rakis	d/b/a Alexia's Pizza
Paul Dyer	d/b/a AllPlay Bowling Center LLC
Belfast Curling Club	d/b/a Belfast Curling Club
Joseph Benjamin	d/b/a Belfast Variety Rt 52

Jojo Oliphant	d/b/a Bell The Cat
CN Brown Company	d/b/a Big Apple Belfast #1037
David Crabel	d/b/a Chocolate Drop Candy Shop
Mac's Convenience Stores	d/b/a Circle K #4707104
Mac's Convenience Stores	d/b/a Circle K #4707011
Anthony Jacovino	d/b/a Delvino's Grill & Pasta House
Lisa Mosher	d/b/a Dockside Family Restaurant
Nathaniel Baer	d/b/a Downshift Coffee LLC
Danny Costa	d/b/a Dunkin Donuts (Belmont Ave)
Danny Costa	d/b/a Dunkin Donuts (Starrett Drive)
Cory Chase	d/b/a Darby's Restaurant
Hannaford Bros. Co, LLC	d/b/a Hannaford Supermarket & Pharm #8241
Kevin Barrett	d/b/a Jack's Grocery
Moonbat LLC	d/b/a Marshall Wharf Brewing Co.
Napoli PSC Series LLC	d/b/a McDonalds Restaurant #2501
Sadie Samuels	d/b/a Must Be Nice LLC
FFS, LLC	d/b/a Nautilus Seafood & Grill
Steve Bowler	d/b/a Penobscot Shores
GEL Enterprises LLC	d/b/a Perry's Nut House
Brandon Monroe	d/b/a Primrose Hill, LLC
Nutjarin Sukkasemsri	d/b/a Rice & Noodle Thai Restaurant
B & F Footlong	d/b/a Subway #10145
Douglas Frost	d/b/a Tarratine Tribe #13 IORM
Lexa & Nat Clifford	d/b/a The Alden House Inn
Cathy Heffentrager	d/b/a The Jeweled Turret Inn
Traci Mailloux	d/b/a Traci's Diner
Michael Casby	d/b/a Trillium Events, INC.
Waldo County Shrine	d/b/a Waldo County Shrine Club
Dennis Fuller	d/b/a Wasses Hot Dogs
Amjosa Enterprises Inc	d/b/a Wentworth Family Qwik Stop
Ryan Cowan	d/b/a Wild Cow Creamery
Brittani Bass	d/b/a Ying-Yang Nutrition
Raymond Young	d/b/a Young's Lobster Pond

E. Request to approve the following applications for a B&B Class 1 or 2 licenses to expire May 31, 2025:

Alexia & Nathaniel Clifford	d/b/a The Alden House
Cathy Heffentrager	d/b/a The Jeweled Turret Inn
Brandon Monroe	d/b/a Primrose Hill, LLC

Motion to approve the following applications for a B&B Class 1 or 2 licenses to expire May 31, 2025:

Alexia & Nathaniel Clifford
Cathy Heffentrager
Brandon Monroe

d/b/a The Alden House
d/b/a The Jeweled Turret Inn
d/b/a Primrose Hill, LLC

- F. Request to approve an application by Trillium Events, INC d/b/a Trillium Caterers located at 62 Little River Dr., Belfast, Maine for a renewal Malt, Spirituous, and Vinous Qualified Caterer liquor license.**

Motion to approve an application by Trillium Events, INC d/b/a Trillium Caterers located at 62 Little River Dr., Belfast, Maine for a renewal Malt, Spirituous, and Vinous Qualified Caterer liquor license.

- G. Request to approve an extension of liquor license permit for Seven Sisters Provisions, LLC d/b/a Vinolio to extend the capacity of their property located at 74 Main Street into two City parking spaces as part of the Curbside outdoor seating area.**

Motion to approve an extension of liquor license permit for Seven Sisters Provisions, LLC d/b/a Vinolio to extend the capacity of their property located at 74 Main Street into two City parking spaces as part of their Curbside outdoor seating area.

- H. Request to approve an extension of liquor license permit for Dos Gatos Gastropub, LLC d/b/a Dos Gatos Gastropub to extend the capacity of their property located at 84 Main Street into three City parking spaces as part of the Curbside outdoor seating area.**

Motion to approve an extension of liquor license permit for Dos Gatos Gastropub, LLC d/b/a Dos Gatos Gastropub to extend the capacity of their property located at 84 Main Street into three City parking spaces as part of the Curbside outdoor seating area.

- I. Request to approve an extension of liquor license permit for Darby's Inc. d/b/a Darby's Restaurant and Pub to extend the capacity of their property located at 155 Hight Street into three City parking spaces as part of the Curbside outdoor seating area.**

Motion to approve an extension of liquor license permit for Darby's Inc. d/b/a Darby's Restaurant and Pub to extend the capacity of their property located at 155 Hight Street into three City parking spaces as part of the Curbside outdoor seating area.

9.A + B



CITY OF BELFAST

131 Church Street
Belfast, Maine 04915

Pamela J. Salokangas, CPRP, CPSI
Parks & Recreation Director

Email: parksandrec@cityofbelfast.org
Phone: (207) 338-3370, ext. 127

MEMORANDUM

TO: Erin Herbig, City Manager
FROM: Pam Salokangas, Parks and Recreation Director
DATE: April 30, 2024
RE: Event/Facility Use Requests

The City of Belfast Parks and Recreation Department is presenting the following annual events for the City Council's May 7 Consent Agenda. These events have been reviewed by the Parks and Recreation Commission at their April 11, 2024 meeting, and these annual events do not have major changes and only minor layout changes.

-
- 9.A 1) This facility request is for Songs of America, to be held on July 4, at the Park on Main. This is a Belfast Parks and Recreation Department event, supported and organized by a long-time volunteer, Aynne Ames. The department is requesting permission to utilize Park on Main with a weather back-up location of the Belfast Boathouse.
- 9.B 2) This next facility request is for the Annual Come Boating Nautical Yard Sale on Sat., May 25. This event is held at the Come Boating building near Heritage Park and the Harbormaster's Office, on their grounds and along the Harbor Walk. Harbormaster Kathy Given reviewed and approved this request as this is an annual activity and one that doesn't interfere with any other activities. They are in the process of getting the Certificate of Insurance submitted, with the City of Belfast listed as an additional insured.



P&R Event



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

EVENT: Songs of America

DATES: July 4th 11-12 EVENT REPRESENTATIVE: Ceyanne Ames

PROPOSED LOCATION/AREA TO BE USED: Park on Asaia
if element weather, Boat House

All applications and related documents to be returned to the Parks and Recreation Office at City Hall. 338-3370 Ext 27. The City Manager's Office will act as a backup.

The City of Belfast owns Streets, sidewalks, parks, land and buildings. It is the policy of the City that property belonging to the citizens of Belfast be available to the public. Unless specifically approved to the contrary, no public property will be set aside for the exclusive use of any individual or group and the general public will at all reasonable times have access to City property.

This is a planning checklist for your benefit as well as the City's. **If any aspect of the activity you wish to conduct is not specifically listed on this checklist then there will be no permission to conduct that activity.** Approvals cannot be given to individuals or groups who are uncertain of their plans.

Please attach maps, additional sheets, event outlines etc. - that help to explain your request.
If any of the following questions do NOT apply to your event simple write N/A (not applicable) in the space provided. Thank you.

1) State your name, phone number, e-mail address and identify whom you represent?

AYNNE AMES, 505-0199, aynneames@gmail.com
for this event: Parks + Rec

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

Free music concert open to the public
vocal and music + minimal movement

3) What facilities would you like to use or what permissions are you seeking with respect to City buildings, Parks, Lands, Streets, sidewalks? Please be specific.

Park on 15th Ave. power, benches for audience and participants, flag (ask Pam, we discussed)
table for keg boom

Raised platform along line of large stones, NOT far back

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

July 4 11-noon - set up begins @ 11

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

N/A

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

N/A

6) Are you asking the City for anything other than use of the facilities you have described above?

yes see #3, power, benches,

table, flag

publicity, pay for programs + use

reusable banner

7) How many people do you expect?

50 ±

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

NO

9) Will any alcohol be served or consumed at this event? (If yes provide details)

Where? - Attach MAP NO

By Whom: Name and Phone contact number:

10) Does this event call for any type of open fire - including for cooking purposes? (If so describe what fire safety measures you plan on employing associated with this potential hazard?)

NO

11) Will you be renting spaces to vendors on City Property? Yes _____ No

If yes where do you propose they set up? (MAP Location) _____

12) Describe what type of vendor and the charges you propose to assess against them.

N/A

13) Will you have insurance in the amount of \$1,000,000 that also names the Inhabitants of the City of Belfast as an additional named insured party to hold the City of Belfast harmless from any and all injuries that may occur as the result of any negligence on your part in conducting this event?

NO City of Belfast, P&R EVENT

14) Who is your insurance agent that will provide proof of this coverage to the City?

City of Belfast

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

music, instruments & voice

16) How do you propose to handle garbage removal?

n/a

17) How do you propose to handle parking?

n/a street

18) How do you propose to handle security?

n/a

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

city facility, Johns Mann

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

see #3

for voice speaker

cordless mic

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

NO

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

Cyrene Cunniff - on site

505-0199

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

see #3

1 BORTHOUSE, same mic needs
& chairs

Department

Service Requested

City Manager

Police

Fire/ Ambulance

Parks

SET UP, BREAK DOWN

Public Works?

chairs, benches, power, flag

Harbor

Other? We pass the hat, money used for prizes for participants

Remember, If any aspect of the activity you wish to conduct is not specifically listed on this checklist then there will be no permission to conduct that activity.

* Any excess returned to P&R



FACILITY USE APPLICATION CHECKLIST

- Application complete with contact names and contact information
- Specific facility or park requested
- Dates/times of the event and extra set-up time if necessary
- Specific request of City services:
 - electrical needs
 - street closures
 - police assistance
 - trash removal
- Vendor permits (necessary if serving alcohol)
- Parking plan
- Insurance Certificate (need to receive two weeks prior to event) *Parks & Rec Event*
- Map/diagram of event layout
- Music cannot reach a volume level of more than 7 on controls
- Plan for restroom facilities
- Scheduled meeting with City Representative *done @ Perm 3/26 11 am @ P.O.M*

My signature attests to the review of the checklist and the realistic view of the event provided to the City. Any deviation from the written request is grounds for cancellation of the event by the City of Belfast without notice.

Signature *Alynnne Fines* Date: 3/26/24

Printed Name: Alynnne Fines



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

EVENT: Come Boating Nautical Yard Sale and Launch Day

DATES: Saturday, May 25, 9am-2pm

EVENT REPRESENTATIVE: Russ Eagleston

PROPOSED LOCATION/AREA TO BE USED The area around the Come Boating boat shed (including the strip of grass between the boat shed and the parking lot for boat trailers).

All applications and related documents to be returned to the Parks and Recreation Office at City Hall. 338-3370 Ext 27. The City Manager's Office will act as a backup.

The City of Belfast owns Streets, sidewalks, parks, land and buildings. It is the policy of the City that property belonging to the citizens of Belfast be available to the public.

Unless specifically approved to the contrary, no public property will be set aside for the exclusive use of any individual or group and the general public will at all reasonable times have access to City property.

This is a planning checklist for your benefit as well as the City's. **If any aspect of the activity you wish to conduct is not specifically listed on this checklist then there will be no permission to conduct that activity.** Approvals cannot be given to individuals or groups who are uncertain of their plans.

Please attach maps, additional sheets, event outlines etc. - that help to explain your request.

If any of the following questions do NOT apply to your event simple write N/A (not applicable) in the space provided. Thank you.

1) State your name, phone number, e-mail address and identify whom you represent?

Susan Cutting, Volunteer, Come Boating! (c) 603-372-2074, susanCutting@gmail.com

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

Annual Nautical Yard Sale and Launch Day. We display nautical items for sale as a fundraiser for our 501c3 non-profit organization. We offer our free rows to anyone interested. And we offer a free hot-dog lunch.

3) What facilities would you like to use or what permissions are you seeking with respect to

City buildings, Parks, Lands, Streets, sidewalks? Please be specific. The area around the Come Boating boat shed. The picnic table area, as well as the strip of grass between the harborwalk and the parking area for boat-launching vehicles.

4) What **dates and times** do you wish to have this event? _Saturday, May 27th from 8:30 (set up) until 2:30 (break down). Our rain date is the following day, Sunday, May 28th at the same time.

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

No.

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

6) Are you asking the City for anything other than use of the facilities you have described above?

No.

7) How many people do you expect? Visitors are usually kind of spread out over the course of the time. Probably no more than 10-20 at any particular moment. Total maybe 100?

8) Will you be selling things at this event? What and by who if not you?
Only donated nautical gear the proceeds of which go to Come Boating's 501c3 organization.

9) Will any alcohol be served or consumed at this event? (If yes provide details)

No.

Where? - Attach MAP _____

By Whom: Name and Phone contact number:

10) Does this event call for any type of open fire - including for cooking purposes? (If so describe what fire safety measures you plan on employing associated with this potential hazard?)

There will be a grill for cooking hotdogs. We will take safety precautions on its location and use.

11) Will you be renting spaces to vendors on City Property? No.

If yes where do you propose they set up? (MAP Location) _____

12) Describe what type of vendor and the charges you propose to assess against them.

None.

13) Will you have insurance in the amount of \$1,000,000 that also names the Inhabitants of the City of Belfast as an additional named insured party to hold the City of Belfast harmless from any and all injuries that may occur as the result of any negligence on your part in conducting this event?

Come Boating has insurance that covers all the rowing event liability.

14) Who is your insurance agent that will provide proof of this coverage to the City?

Starkweather & Shepley Insurance

15) Noise: What kind of noise do you expect to generate at this event and during which specific period of time? I don't imagine there will be any significant noise. Just conversations.

16) How do you propose to handle garbage removal? We don't generate much trash and will take care of it.

17) How do you propose to handle parking? There don't tend to be too many people at one time. The Street parking has been perfectly adequate in the past.

18) How do you propose to handle security? None needed.

19) How do you propose to handle the need for restrooms? The public restroom across Main St. has been perfectly adequate in the past.

20) What is your plan/need for electricity or water? No need for electricity. We have a large drinking water container.

21) Have you spoken to the neighbors in the area of this event and discussed traffic, noise, parking etc. with them? The Harbormaster has been informed.____

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

Russ Eagleston, President, Come Boating! (c) 864-873-7933, russ.eagleston@gmail.com

23) Are you requesting any services from the City? Be specific on the services you are asking for
No.

Department

Service Requested

City Manager

Police

Fire/ Ambulance

Parks

Public Works

Harbor

Other? _____

Remember, If any aspect of the activity you wish to conduct is not specifically listed on this checklist then there will be no permission to conduct that activity.



FACILITY USE APPLICATION CHECKLIST

- Application complete with contact names and contact information
- Specific facility or park requested
- Dates/times of the event and extra set-up time if necessary
- Specific request of City services:
 - electrical needs
 - street closures
 - police assistance
 - trash removal
- Vendor permits (necessary if serving alcohol)
- Parking plan
- Insurance Certificate (need to receive two weeks prior to event)
- Map/diagram of event layout
- Music cannot reach a volume level of more than 7 on controls
- Plan for restroom facilities
- Scheduled meeting with City Representative

My signature attests to the review of the checklist and the realistic view of the event provided to the City. Any deviation from the written request is grounds for cancellation of the event by the City of Belfast without notice.

Signature _____ Date: _____

Printed Name: _____



ADMINISTRATIVE COMMENTS
(Internal City use only)

City Manager's Office

Police Department

Fire/Ambulance Department

Parks Department

Public Works Department

Harbor Master

Boat House Rental Agent

Other Notes:

ORDER REPEALING CONDEMNATION ORDER DATED AUGUST 12, 2021
-----Draft Prepared by City Attorney for City Council Consideration-----

CITY OF BELFAST, MAINE
(23 M.R.S. § 3021 et. seq. and 30-A M.R.S. § 3101)

WHEREAS, the City Council of the City of Belfast on August 12, 2021 adopted an Order of Condemnation (“the Condemnation Order”) which condemned and took, pursuant to 30-A M.R.S. § 3101 and 23 M.R.S. § 3021, certain real property rights described in Schedules A and B attached to said Condemnation Order;

WHEREAS, the Condemnation Order is recorded in the Waldo County Registry of Deeds at **Book 4693, Page 304**;

WHEREAS, the Condemnation Order affected (1) title to a certain intertidal area described in Schedule A of the Condemnation Order and depicted on Exhibit 1 to said Schedule A; and (2) a so-called “residential purposes restriction” affecting the property located at 282 Northport Avenue and depicted on the City’s tax maps as Map 29, Lot 36 (described in Schedule B of the Condemnation Order);

WHEREAS, at the time of enactment of the Condemnation Order, there was litigation pending in Waldo County Superior Court under Docket No. RE-2019-0018 regarding ownership of the intertidal area described in Schedule A of the Condemnation Order (“the Intertidal Area”), and the City Council believed the City of Belfast had a valid claim of ownership of the Intertidal Area as owner of the upland property at Map 29, Lot 36;

WHEREAS, the Condemnation Order includes a finding that the property taken subject to that order is located within the municipal boundaries of the City of Belfast;

WHEREAS, following adoption of the Condemnation Order, Maine’s Supreme Judicial Court issued a decision dated February 16, 2023 and reported at *Mabee v. Nordic Aquafarms, Inc.*, 2023 ME 15, 290 A.2d 79, which addressed several issues relevant to the findings of fact set forth in the Condemnation Order;

WHEREAS, in other litigation filed in the Waldo County Superior Court under Docket No. RE-2021-07 which challenged the Condemnation Order, the Court in an order dated September 28, 2023 noted that the findings within the Supreme Judicial Court’s ruling “have generated or revealed, a number of inconsistencies and errors in the City’s condemnation order,” which the Court listed as including:

- (1) The Supreme Judicial Court held the Intertidal Area is owned by Jeffrey R. Mabee and Judith B. Grace, and not owned by the City of Belfast subject to “alleged title defects,” as set forth in the Condemnation Order;
- (2) The “residential purpose restriction” is enforceable by Mabee, Grace, and Friends of the Harriet L. Hartley Conservation Area; and

- (3) The Condemnation Order relies upon a survey plan attached to Schedule A as Exhibit 1, which may have erroneously depicted the boundary between the Town of Northport and City of Belfast based upon a misunderstanding about the location of the “mouth” of the Little River as described in the 1813 Massachusetts legislative act establishing the boundaries of the City of Belfast;

WHEREAS, in light of these issues the Superior Court, by its September 28, 2023 order, remanded the Condemnation Order to the Belfast City Council and directed the City Council to “consider the new clarifications and determinations provided by the Law Court’s resolution of *Mabee I* [the February 16, 2023 Judgment of the Supreme Judicial Court] and decide whether to alter, amend, or vacate its condemnation decision in light of the new circumstances.”;

WHEREAS, the property owners in Docket No. RE-2021-07 generally have sought relief in the form of an order vacating the Condemnation Order;

WHEREAS, on April 16, 2024, the City Council held a public hearing on the question of whether to alter, amend or vacate the Condemnation Order;

WHEREAS the City caused notice of the April 16, 2024 hearing to be published as well as to be provided by certified mail to the individuals named in Exhibit A to this Order;

WHEREAS, on May 7, 2024, the City Council considered and voted to adopt this Order and the legislative findings contained herein, waiving the second reading as provided by the Belfast City Charter; and

WHEREAS, the City has neither taken possession of the Intertidal Area, nor taken actions or made improvements of the property at Map 29, Lot 36 that would violate the “residential purposes restriction,” since enactment of the Condemnation Order;

NOW, THEREFORE, the Belfast City Council hereby ORDERS as follows:

1. Following the City Council’s adoption of the Condemnation Order, the above-referenced decision of the Maine Supreme Judicial Court affected the validity of several findings upon which the Condemnation Order was premised.
2. It is unclear as of the date of this Order whether or to what extent the Intertidal Area described within Schedule A of the Condemnation Order and taken by the City of Belfast pursuant to said Order in fact lies within the municipal boundary of the City of Belfast and is therefore subject to eminent domain taking by the City.
3. Due to these newly understood circumstances, which have direct bearing on the City Council’s legislative findings supporting the Condemnation Order, the City Council finds that the Condemnation Order should not be sustained.
4. The City Council of the City of Belfast therefore ORDERS that the Order of Condemnation adopted by the City Council on August 12, 2021 be and hereby is

REPEALED AND VACATED and the City releases claims to all property interests it derived thereunder.

5. The City of Belfast hereby waives and releases any claim that damage payments made pursuant to the Condemnation Order and deposited by the payee should be returned to the City.
6. The City Council hereby directs the City Clerk to record this Order in the Waldo County Registry of Deeds and in the City's records, and to provide a certified copy of the Order by mail to each individual and entity listed on Exhibit A attached hereto.
7. The City Council authorizes the City Attorney to file a copy of this Order with the Superior Court having jurisdiction over pending claims against the City and to secure such further Court orders as may be consistent with this Order.
8. This Order shall be effective as of May 7, 2024, the City Council's April 16, 2024 vote having been advisory only.

SO ORDERED, this 7th day of May, 2024.

By the City Council of the City of Belfast, Maine:

Mary Mortier, Ward 1 City Councilor

Neal Harkness, Ward 2 City Councilor

Brenda Bonneville, Ward 3 City Councilor

Christopher Bitely, Ward 4 City Councilor

Paul Dean, Ward 5 City Councilor

EXHIBIT A

The City of Belfast, by certified mail to the following named persons and entities, provided notice of its intent to consider the repeal of an Order of Condemnation dated August 12, 2021:

REGARDING THE INTERTIDAL ZONE AS DEPICTED AND DESCRIBED IN SCHEDULE A OF THE ORDER OF CONDEMNATION:

Jeffrey R. Mabee
Judith B. Grace
c/o Kimberly Ervin Tucker, Attorney
48 Harbour Pointe Drive
Lincolnton, ME 04849

Friends of the Harriet L. Hartley Conservation Area
c/o Kimberly Ervin Tucker, Attorney
48 Harbour Pointe Drive
Lincolnton, ME 04849

Elizabeth Cooper Rankin
320 Dash Avenue
Media, PA 19063-1308

REGARDING THE RESIDENTIAL PURPOSES UNDERSTANDING AS DESCRIBED IN SCHEDULE B OF THE ORDER OF CONDEMNATION:

Peter A. Rasmussen
Adrienne R. Boissy
46001 Mather Lane
Chagrin Falls, OH 44022

Jeffrey R. Mabee
Judith B. Grace
c/o Kimberly Ervin Tucker, Attorney
48 Harbour Pointe Drive
Lincolnton, ME 04849

Michael H. Giles
Jayne C. Giles
15 Tozier Street
Belfast, ME 04915

J. Thomas Kent, Jr.
Joan L. Kent
11 Tozier Street

Belfast, ME 04915

Gary Roughead Revocable Living Trust
8105 Great Run Lane
Warrenton, VA 20186

Lyndon W. Morgan
1 Tozier Street
Belfast, ME 04915

Friends of the Harriet L. Hartley Conservation Area
c/o Kimberly Ervin Tucker, Attorney
48 Harbour Pointe Drive
Lincolnton, ME 04849

DRAFT

City of Belfast Employment Application

10. B

In compliance with Federal and State Equal Employment Opportunity laws, qualified applicants are considered for all positions applied for without regard to race, color, religion, sex, national origin, age, marital status or the presence of non-job-related medical condition or handicap.

Due to Maine Laws, applications are not confidential.

(Answer all questions—please type or print in ink)

Date of Application: 3.24.2024

Position(s) applied for: Part-Time Video Technician

Referral Source: Advertisement Friend Relative
 Job Service Other

Name: Brown Buchanan Shannon Marie
Last First Middle

Residence Address: _____
Street City State Zip Code
Swanville, ME. 04915

Mailing Address: _____
Swanville, ME. 04915

Phone Number: _____

Are you known to schools/references by some other name? ~~NO~~ Yes

If so, what name: Shannon Brown

Have you filed an application or been employed here before? NO

If yes, date(s): _____

(2)

Give name, address, and phone number of three references not related to you:

Crystal Vaccaro, Swanville, ME
Gret Leighton, Litchfield, ME
Ed. McLaughlin, Swanville, ME

Employment Experience:

List each job held. Start with your present or last job. Include military service assignments and volunteer activities.

1. Employer L.L. Bean 2. Employer Town of Durham

From 2012 to 2021 From _____ to _____

Address Freeport, Maine Address Durham, Maine

Type of Work Video Production Type of Work Public Information Technician
Editing

Reason for Leaving Covid Created Reason for Leaving Moved from area
Childcare deficit for
infants

If you need additional space, please continue on a separate sheet of paper and attach.

Summarize special skills and qualifications acquired from employment or other experiences.

Script development, video production, videography, sound recording, lighting, editing, graphics, illustration, website development, confidentiality practices

Education:

Level	Name	Location	Years Completed
Elementary	<u>Belfast Area</u>		<u>4 5 6 7(8)</u>
High School	<u>Carrabel</u>	<u>North Anson ME</u>	<u>9 10 11(12)</u>
Undergraduate	<u>Southern Maine CC</u>	<u>Smith College</u>	<u>1 2 3(4)</u>
Graduate			<u>1 2 3 4</u>

(3)

Diploma: Academic Vocational

Degree(s) Video Production, BFA

Describe course of study, specialized training, apprenticeship, skills, and extra-curricular activities: Video Production, documentary filming, editing, Sound recording/editing, Lighting, Painting, Sculpture, podcasting/Storytelling

AGREEMENT:

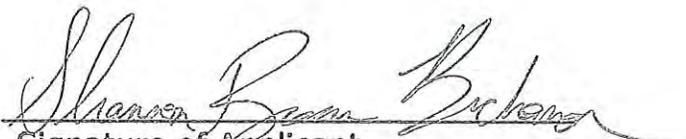
I certify that the answers provided by me herein are true and complete to the best of my knowledge.

I authorize you to make such investigation and inquiries of my personal employment, and other related materials that may be necessary in arriving at an employment decision. I hereby release employers, schools, and person from all liability in responding to inquiries in connection with my application.

I understand that person(s) soliciting this application may base their selection of applicants to interview or hire on qualifications listed in the Administrative Personnel Code of the City of Belfast, and that I am not entitled to an interview simply by virtue of having applied for the position.

In the event of employment, I understand that false or misleading information provided in application or interview(s) may result in my discharge. I understand also that I am required to abide by all the rules and regulations of the City.

Date: 3.24.2024


Signature of Applicant



**City of Belfast
Employment Opportunity
Part-Time Video Technician**

The City of Belfast is accepting applications for a part-time Video Technician.

Applicants must have a knowledge of video production and the use of sound and video equipment, video editing and computer software. The Video Technician reports to the Station Manager. The Video Technician performs administrative and technical work in implementing the City's cablecast, steaming video production and cablecasting needs. The Video Technician is an hourly employee and involves attendance at evening meetings and may involve weekend work.

For more information about the job please contact Human Resource Director, Nancy Driscoll, at 338-3370 ext. 111 or at City Hall, 131 Church Street.

A completed Belfast Employment Application form (found on web site under job openings) may be turned in to the Human Resource Director, Nancy Driscoll, at 131 Church Street or mailed no later than March 28, 2024. Applications should be in a sealed envelope and addressed to:

City of Belfast
Part-Time Video Technician Search
C/O HR Director
131 Church Street
Belfast, Maine 04915

The City of Belfast is an equal opportunity employer.



CITY OF BELFAST PART-TIME VIDEO TECHNICIAN

NATURE OF WORK:

The Video Technician works in the Belfast Television Department. The work the Video Technician performs is professional in nature. The Video Technician performs administrative and technical work in implementing the City's cablecast, steaming video production and cablecasting needs.

We are looking for an organized and creative individual to work with our team to plan, televise, record, stream, and edit video content. The Video Technicians' responsibilities include ensuring that the production equipment is in good working order and tested prior to the televising of events and meetings. When assigned a production, the technician operated primarily in the control room of City Hall where the technician operates the video switchers, robotic cameras, audio mixers, streaming cablecasting and recording equipment. The technician must keep track of numerous aspects of a live production including directing the cameras, ensuring proper audio, video and streaming is taking place during production. The ability to troubleshoot unexpected technical or other malfunctions during a live event and remaining calm and professional is important.

The Belfast TV Department is a small Department within the City. The Department has two staff: the Station Manager and a Video Technician. It is expected that all positions in the office will work collaboratively with one another to fulfill the Department's responsibilities. Work involves contact with the public, elected officials and city staff that requires timely professional responses.

To be successful as a Video Technician you must be able to understand the production equipment and the way the various components work together during production. Understanding the workflow is an essential aspect of troubleshooting malfunctions. A successful technician has good technical as well as aesthetic sensibilities. Cablecasting meetings involves "telling the story of the event". This means proper framing of shots, listening to what is being talked about and selecting the proper camera angles. A good technician is also keeping up with new technological developments in the industry and working collaboratively with the director of video services to plan for updates and replacement of equipment.

The Video Technician reports to the Station Manager. The Video Technician is an hourly employee and is subject to the requirements of the City of Belfast Personnel Code. This position involves attendance at some evening meetings and may involve weekend work.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Key duties the video technician will be expected to perform are listed below. This list, however, is not inclusive of all duties. The omission of specific statements or duties does not exclude such from being a requirement for the position if the work is similar in nature.

Operates City TV station to create television and video production programming including video/audio of the City Council meetings and hearings, planning board and other special meetings as needed; Assist in the creation of programming for the Government Access channel including public service, emergency information, and education programs; completes timely dissemination of broadcasts for on demand viewing on city website, and televises meetings live on cable and via streaming on the internet. Technician also maintains archive of meetings both online and local storage devices.

Assists in managing the technical operation of the government access channel, including troubleshooting problems, investigating, and recommending new services, and equipment coordinating replacement and repair of broken or obsolete equipment.

Work collaboratively with the director of video services to create public information materials, including materials for the Internet; responds to inquiries and complaints from the public; cooperates with community organizations and the private sector to deliver information to the public about city government services, particularly through Government Access television.

EXPECTED KNOWLEDGE:

Knowledge of video production and the use of sound and video equipment. Video editing.
Computer software.

EXPECTED SKILLS:

Proficiency with video, audio, lighting, and computer editing equipment.
Effective written, communication and interpersonal skills.
Troubleshooting and creative problem-solving skills
Ability to work independently or in a team environment as needed.
Ability to attend to details while keeping big-picture goals in mind.

Strong customer service skills. Must be able to work with people from all walks of life, and to treat all people fairly with dignity and respect.

MINIMUM QUALIFICATIONS:

Demonstrated skills in video production.

This description for the Video Technician position was updated in January 2024. The job description does not constitute an employment agreement between the City and the employee and is subject to change by the City as the needs of the City and the requirements of the job may change.

OLVER ASSOCIATES INC.ENVIRONMENTAL ENGINEERS

April 30, 2024

Ms. Erin Herbig, City Manager
Belfast City Hall
131 Church Street
Belfast, Maine 04915

RE: Robbins Road Options Review

Dear Erin:

As requested, we are writing to provide preliminary information regarding options for addressing the situation at Robbins Road. As you know, there has been damage to the roadway during storm surges which has become progressively worse over the last decade. There have been numerous smaller repairs by the City's Public Works that have kept the road in service throughout, but the road condition has now deteriorated to the point that more extensive repairs are needed to keep it in service. There has been undermining of the pavement so that there are voids under it along the shore side of the road, making it unsafe for wheel loadings. In some areas, the pavement has been eroded so that is too narrow for two vehicles to pass each other safely on the two-way road. The road is therefore appropriately closed to traffic right now until the situation can be addressed in some manner.

The area affected by storm damage is as shown on the attached plan. The length of the road is approximately 2200 linear feet, and the width of the road varies. For planning purposes and budget estimating we've used a 22 foot paved surface feet with one foot wide gravel shoulders.

There are several options for the road to consider:

- The road could be discontinued.
- The road could be repaired and reopened as a narrower one way road.
- The road could be repaired and reopened as a two way road.
- The road could be completely reconstructed to better withstand future storms.

OLVER ASSOCIATES INC.

Ms. Erin Herbig, City Manager

April 30, 2024

Page 2

Some thoughts to consider for each option are as follow:

Discontinuation of Robbins Road

Almost all of the properties in the damaged section of Robbins Road have access to their properties from Patterson Hill Road. The first two lots in the damaged section entering from the south (heading upstream) only have frontage on Robbins Road-there would need to be some accommodation determined for continued access to those properties. The capital cost considerations associated with this would be signage and placement of barriers to vehicle entry, which could be either concrete jersey barriers or stones placed by Public Works, and creation of a turnaround, possibly near the City pump station. The other issues to resolve would be maintaining access to all properties, and there may be other legal issues involved which are beyond the scope of this review. A negative to also consider is that traffic would increase on Patterson Hill Road, and this is a steep hill in winter conditions. Approximate construction related budget would be \$30,000.

Repair of Road for One Way Traffic

This option would involve repairs of the edge of the road intended to try and limit future damage to the roadway riprap slope and surface. Instead of restoring the width of the road to accommodate two way traffic, permanent barriers such as a guard rail or jersey barriers would be placed along the edge of the road and an approximately 14 foot lane would be available for traffic. If the one way was directed downstream (toward the City), then a turnaround would be needed at the end of the two way section to allow traffic that encounters the one way section to turn and exit as they entered. This would not be needed if traffic was one way away from the City (heading upstream) as traffic would just continue up Patterson Hill road and avoid the one way section. Signage to indicate the change in traffic pattern from one to two way would be also be needed. Preliminary estimate of cost would be \$150,000.

A positive of this option would be that this would reduce some of the traffic on Patterson Hill Road, and limit capital costs in comparison to some of the other options. One negative common to either of the repair options is that this may end up being a temporary repair if future damage to the patched roadway makes even one way traffic impassable.

OLVER ASSOCIATES INC.

Ms. Erin Herbig, City Manager

April 30, 2024

Page 3

Repair of Road for Two Way traffic

In this option, the road repair would consist of removal of about a 10 foot wide section of road pavement and gravel, installing filter fabric along that section and below the top several feet of the slope along the rip rap edge, then rebuilding the road with new gravel and pavement, installing guard rail and improving top layers of riprap along the edge of the shore side of the road. This would restore the full functionality of the road, but would not be as permanent a repair as the reconstruction option discussed below. The approximate cost for this is estimated at \$300,000 to \$320,000.

Complete Reconstruction of Robbins Road

Complete reconstruction of the roadway provides the most comprehensive solution to issues occurring on Robbins Road. Besides the obvious visible damage and deterioration on the shore side of Robbins Road, there is not adequate provision for the runoff that is coming down the steep hill onto and under the roadway. There were once ditches on the uphill side of the road which have filled in over the years, and there is limited space available to recreate them. In this option, the culverts crossing the road would be replaced, and the design should include some underdrain on the uphill side to collect and discharge water that is held in the gravel. All gravel and pavement would be removed, filter fabric installed under the road and along the shore, the gravel and pavement would be replaced. Depending on permitting restrictions and recommendations during design based on the geotechnical indications, either replacement of the rip rap or a driven sheet piling wall should be installed along the shore along with guardrail. Our very preliminary budget estimate for the rip rap version is \$1,500,000 with a driven sheet wall version estimated at \$2,500,000. This is clearly a significant investment for a relatively short section of roadway.

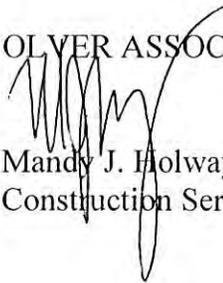
If you have any questions or require additional information, please call.

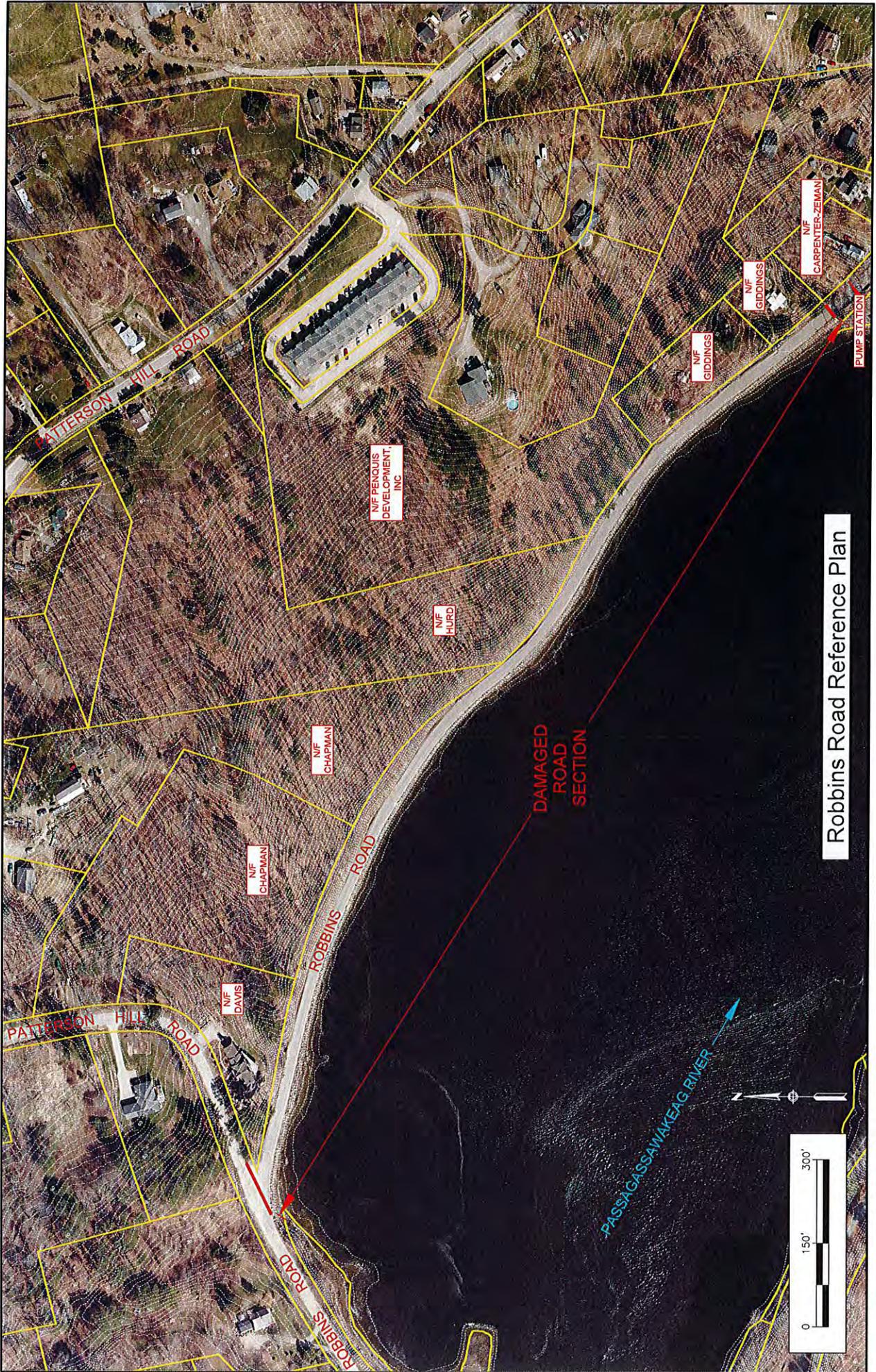


MJH/mo

Very truly yours,

OLVER ASSOCIATES INC.


Mandy J. Holway, P.E., Vice-President
Construction Services Manager



Robbins Road Reference Plan

10.D

OLVER ASSOCIATES INC.

ENVIRONMENTAL ENGINEERS

April 9, 2024

Ms. Erin Herbig, City Manager
Belfast City Hall
131 Church Street
Belfast, Maine 04915

Dear Erin:

We are submitting this letter in preparation for the April 16, 2024 Council Meeting where we are recommending the City accept the remaining funds offered to the City by the CWSRF Program for the City's CSO projects. In 2022, the Council approved \$4,435,000 for the next two phases of CSO upgrades. Of those funds, the City was able to obtain a grant for \$1,000,000 from CDS and a grant from \$200,000 from DEP. When requesting approval, we did not ask for the remaining \$1,000,000 of CWSRF approved loan funding due to the CDS grant for the same amount. Where it is apparent that these funds are needed to complete the second phase of CSO projects, we are recommending that the City accept these funds since the interest rate is low, these funds can only be obtained through a competitive process (and these funds were already offered to the City) and the City needs more money for the remaining identified Sewer Overflow (CSO) projects.

The first phase of work was awarded to Nitram Construction. The implementation of this project will follow the Wight Street construction project. The costs of construction are increasing and Nitram's bid used up 82% of the available funding for construction which resulted in not having sufficient funds to complete both projects.

We have recently applied to the CWSRF program for additional funds and the City is working on applying for additional CDS grants but neither of these avenues are guaranteed to provide the funds needed. The second phase of work is estimated to cost around \$3,200,000 without contingency and with contingency \$3,520,000. There may also be sufficient contingency available from the first phase.

The first phase of work that is currently underway includes the gravity sewer areas in the location of Vine, High, Waldo and we also added Field and River Streets to this project as those areas were found to be in very poor condition. The Phase 2 CSO project areas include

OLVER ASSOCIATES INC.

Ms. Erin Herbig, City Manager

April 9, 2024

Page | 2

several of the Miller Street area Side Streets including Pearl, Cedar, High, Church and Court. The project includes approximately 5,000 linear feet of sewer replacements.

The first phase of funding approved for this project resulted in a total debt of about \$3,235,000 or an annual payment of around \$187,825. The impact on the rates was about \$61 per year based on the past EDU's. The additional \$1,000,000 that we are recommending the City accept from the CWSRF program would result in an increase of about \$29 per year and payment of around \$64,000 per year. We assumed a 2.5% interest rate and a term of a 20-year period for the payment calculations.

The City also has about \$199,000 of retiring debt that will be available soon to offset a portion of these increasing debt payments. We are suggesting raising rates again this year to help to provide sufficient revenue to cover these expenses. We will also be coming to an additional meeting to discuss the second phase project funds, once we know more about the grants/loans that have been recently applied for.

Please let us know if you have any questions or need additional information.

Very truly yours,

OLVER ASSOCIATES INC.



Annaleis Hafford P.E., Vice President
Senior Process Engineer
WWTP Superintendent

2610/090

CC: Mr. Fern Barton, Chief Operator

10.E,F+G



CITY OF BELFAST, MAINE 04915
131 Church Street

PLANNING AND CODES DEPARTMENT

Phone: (207) 338-3370 ext. 125

Fax: (207) 338-2419

Email:

planningandcodes@cityofbelfast.org

NOTE TO CITY COUNCIL

APRIL 30th, 2024

SECOND READING AND PUBLIC HEARING

**INSIDE THE BYPASS ZONING AMENDMENTS FOCUSED ON INCREASING HOUSING
OPPORTUNITIES AND LD 2003 COMPLIANCE**

FROM BUB FOURNIER, DIRECTOR OF PLANNING AND CODES DEPARTMENT

On April 2, 2024 the Belfast City Council voted 5-0 to proceed with a Second Reading and Public Hearing on a package of Ordinance amendments that the Planning Board has been working on since the summer of 2023. With one written comment and four oral comments at the First Reading, there were no proposed edits to the draft language as presented.

Looking back on the process of drafting these proposed Ordinance amendments, the Planning Board, on February 28th, 2024, voted unanimously to recommend the proposal for adoption. The Ordinance amendments included in the package are focused on increasing housing opportunities of all types in the City, and they address State Law LD2003 and supporting legislation. **For the upcoming May 7th, 2024 City Council meeting, I am requesting to present the proposed Ordinance amendment package for a Second Reading. Following the presentation, I ask that the Council hold a Public Hearing and then consider possible adoption of these Ordinance amendments.**

The Belfast City Council has supported increased housing opportunities consistently over time by directing the Board and staff to continue the work that the City has undertaken for many years. This amendment work focused on the Inside the Rte. 1 Bypass area comes after major zoning overhauls in all other areas of the City. Also, as recently as August 2021, the City adopted amended Technical Standards to decrease parking standards for multi-family housing, after hearing from developers that the City's Code could be improved. As recently as 2019, the City adjusted the ordinance to increase housing opportunities Inside the Bypass affecting Accessory Dwelling Units. Before that, starting as early as 2014, the City hammered out proposals for increased density for zoning districts inside the bypass, increased opportunities for multi-family as a use and proposed allowing ADU's ahead of many other municipalities.

All of this work, coupled with Belfast's long standing zoning policy allowing two-family dwellings on every buildable lot outside Shoreland Zoning, provided a solid foundation for housing opportunities long before the current housing crunch and the newly crafted State Law, LD 2003, aimed to require increased housing opportunities Statewide. In effect, Belfast is now situated as a leader in housing opportunities in the State, in regard to our zoning ordinances.

With the passage of LD 2003 and Statewide implementation on Jan 1, 2024, Belfast needs to make a few adjustments to the City Code of Ordinances. There are also additional amendments that the Board is recommending to increase housing opportunities. The entire City, including the City Council, Planning Board, newly formed Housing and Property Development, Intown Design Review and other committees, city staff, and members of the public have helped to shape the proposal thus far.

Belfast has attracted some substantial housing developments in recent years because staff and officials set the stage to accommodate these projects. With the currently proposed amendment package, the City will be in compliance with the new State Law and continue to accommodate growth Inside the Bypass.

The proposed Ordinance amendments include changes to Chapter 66 Definitions, Chapter 80 In-town Design Review, Chapter 90 Site Plan, Chapter 98 Technical Standards, and Chapter 102 Zoning. The proposal's goals are broken down into the following categories of changes for better understanding:

- 1) Increase housing development opportunities Inside the Rte. 1 Bypass area of Belfast.**
- 2) Adopt State Accessory Dwelling Unit (ADU) standards in compliance with LD2003.**
- 3) Incorporate density bonuses and maximum parking requirements in LD2003 for Affordable Housing as defined by the State.**
- 4) Accommodate standards in the State law requiring the City to allow 4 dwelling units on a vacant lot for any zoning districts that allow housing in "designated growth areas".**
- 5) Accommodate standards in the State law requiring the City to allow 3 dwelling units on a lot with an existing single-family home for any zoning districts that allow housing in "designated growth areas".**
- 6) Consolidate Inside the Bypass Chapter 102 zoning use and dimensional tables into City-wide format.**
- 7) Minor cleanups including a front minimum structure setback adjustment affecting 3 lots on Cottage Street, amendments in support of minor agricultural uses, supporting Chapter 66 Definitions amendments and a newly proposed process in Chapter 80 for residential multifamily and "flex housing" design review.**

These goals are accomplished in the proposed amendments in the following ways:

1) INCREASED HOUSING DEVELOPMENT OPPORTUNITIES

The proposal increases housing development opportunities by increasing the number of dwelling units allowed on a sewer base lot of 7,500 sqft from 2 to 4. Further, the proposal would also allow multifamily housing, including a “flex housing” approach, in new and existing buildings in the Residential 1, 2 and 3 zoning districts. The proposal also allows multifamily, including a “flex housing” approach, for the first time in the Residential 1 zoning district. Additional units on existing multi-family dwelling structures as well as conversions from one-two family homes would be possible with these changes. The proposal includes a minor adjustment in maximum density from 19 dwelling units per acre to 21 dwelling units per acre for multi-family dwelling structures for more than 5 dwellings on public sewer.

After the public hearing on Jan. 24th, 2024, the Planning Board asked staff to bring the proposal to the City's In-town Design Review (IDR) Committee to develop design review standards for multifamily dwellings and "flex housing" developments. The Committee completed that work in two meetings and the Planning Board incorporated that draft language into the proposal. *The proposed Chapter 80 IDR language would require developers to participate in a design review of their project but implementation of any design suggestions would be voluntary.*

It should be noted that all other dimensional requirements such as lot coverage, minimum structure setbacks, maximum structure heights, and parking requirements would remain in place.

2) ACCESSORY DWELLING UNITS

The proposal brings Belfast's currently existing ADU Ordinance in line with the State standards including allowing attached/detached ADU's alongside almost any other housing use. It also removes parking requirements for defined ADU's as per the State law. Belfast limits ADU's to 800 sqft or 75% of the primary dwelling, and they must utilize the primary driveway on a property. These currently adopted standards would remain in place. The proposal does not allow the use of RV's or a “tiny house on wheels” as a dwelling unit, currently prohibited by the City Code. It should be noted that with the incorporation of a “flex housing” development approach, multiple primary dwellings would be allowed on many lots without the need to utilize ADU standards, although some lots could still benefit from the ADU exceptions to parking standards.

3) AFFORDABLE HOUSING

The proposal allows Affordable housing, as defined by the State and sometimes referred to as subsidized housing, to be constructed at 2.5 times the density of market

rate housing in any zoning district that allows multi-family housing. This is a State requirement, and neither the two housing developments on Wight Street, nor the development currently being constructed at the former Public Works site on Congress Street sought this level of density. The proposal also limits the amount of parking that the Planning Board may require for defined Affordable housing developments to no more than 2 parking spaces per 3 dwelling units as per the State law. It is important to note that the current code allows the Planning Board to entertain variable parking proposals from developers outside the prescriptive requirements of the code, and this was utilized for the housing being constructed on Congress Street. The Planning Board also supported Council adopted right-sizing amendments to the City's prescriptive parking requirements for multi-family in 2021 and these will remain unchanged.

4) VACANT LOTS IN GROWTH AREAS

The proposal accommodates up to 4 dwelling units on a buildable vacant lot in "designated growth areas" with the introduction of a "flex housing" approach for all zoning districts Inside the Bypass area. "Flex housing" is a development approach where a property owner has the flexibility to choose the best housing development to suit specific needs, with the base starting at up to 4 dwelling units in up to 3 structures on a 7,500 sqft lot. An example could be an 8,000 sqft lot supporting two small duplexes. Another example could be a triplex and an ADU on an 8,500 sqft lot. The proposal limits "flex housing" to no greater than a 3 or 4 unit multi-family (triplexes/quadplexes). Multi-family dwellings greater than 4 units in one building are not allowed under "flex housing" but are allowed at the 10,000 sqft lot size threshold, similar to currently adopted Residential 2 and 3 standards for new structures.

5) EXISTING SINGLE-FAMILY HOMES

The proposal accommodates up to 3 dwelling units on a lot with an existing single family home in "designated growth areas" with the introduction of a "flex housing" approach for all zoning districts Inside the Bypass area. The proposal also accommodates converting existing dwellings into multi-family dwelling structures in compliance with current building and life safety codes. Such a conversion would require participation in an Intown Design Review Committee meeting.

6) TABLE UPDATES

The proposal brings all Inside the Bypass zoning districts into the same use and dimensional tables as the rest of the City. Inside the Bypass zoning districts were the first zoning districts to utilize a tabularized use and dimensional layout, but recent citywide zoning amendments have expanded allowed uses. This is an opportunity to update and standardize the Chapter 102 Zoning ordinance with user-friendly tables.

7) CLEANUPS

Minor cleanups include the front setback adjustment of three lots on Cottage Street, minor adjustments to support agricultural uses in Chapter 10, updates to some definitions to support the proposed substantive changes, an enhanced purpose statement for multi-family and flex housing performance standards in Chapter 102 Article IX, and adjustments to the City's Chapter 80 Intown Design Review standards to incorporate a mandatory review of multifamily and "flex housing" developments with voluntary implementation.

I would also like to call your attention to the significant number of written comments that staff received during the Planning Board process, as well as leading up to the First and Second Readings and public hearings at the Council level. Additionally, it should be noted that the Board conducted 7 meetings on this topic, almost all of which have invited public comments.

The proposed amendments represent an effort to increase housing opportunities as the City, State and entire region grapple with a shortfall of all types of housing. The proposed amendments will help shape the future community of Belfast as projects are brought to fruition. Standards such as lot coverage, setbacks, maximum structure height, parking, and non-residential structure design already in the City Ordinance are largely left unchanged in this proposal, and the Board intends to rely on them when reviewing any proposed project. As we've seen from recent storm events, stormwater management is increasingly important, and those standards remain in place. Belfast needs additional housing of all types, and the Chapter 102 Zoning code Inside the Bypass will need to be adjusted in the future as the community sees fit. Feedback from the community, comments from City Councilors, Planning Board members, staff and other stakeholders underline the strong sense of place in the neighborhoods in the City core and denser areas immediately adjacent. The draft language in the proposal represents work to continue to generate improvements and have discussions regarding how to shape the future of the City while enabling the changes that need to occur.

Potential City Council Action

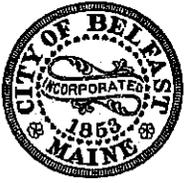
I request that the City Council hold a Second Reading and Public Hearing on these Ordinance amendments as recommended by the Planning Board. I request that the City Council discuss the proposal and consider a **motion to adopt these proposed Ordinance amendments aimed at increasing housing opportunities Inside the Bypass.**

Typical format of Amendments

All text shown in black font is current text in the adopted City Code of Ordinances. All text shown in **red font** is new language that is proposed to be added. All text shown with ~~blue strike-through~~ is to be removed. All text shown in **green font** are notes for the Board and other readers.

** The draft Dimensional and Use Tables along with footnotes are color coded in the manner the Board is used to seeing for Ordinance Amendment language, however it's important to keep in mind that this is a complete overhaul of the existing tables and footnotes, so colors are used to highlight specific changes. However, these are essentially completely new tables that would replace the existing ones in the Ordinance.

10. H - 0



CITY OF BELFAST

131 Church Street
Belfast, Maine 04915

Pamela J. Salokangas, CPRP, CPSI
Parks & Recreation Director

Email: parksandrec@cityofbelfast.org
Phone: (207) 338-3370, ext. 127

MEMORANDUM

TO: Erin Herbig, City Manager
FROM: Pam Salokangas, Parks and Recreation Director
DATE: April 30, 2024
RE: Contract Approvals and Event/Facility Use Requests

The City of Belfast Parks and Recreation Department has negotiated two vendor contracts for 2024, and is presenting several Facility Use Requests/Waiver Requests, which have been reviewed by the Parks and Recreation Commission at their April 11, 2024 meeting, and require consideration for waiver requests and/or security deposit requests.

Contracts

10. H The first contract is for year #2 of a Concessionaire's Contract that was initially bid in 2023, in which the contract contained a first right of refusal for a second operational year. The vendor is interested in operating for a second year, and the draft contract is for the City Park Concession Stand, to be operated by Big Daddy's Hot Box in 2024. The Parks and Recreation Commission discussed this contract at their April 11 meeting, and is recommending approval for 2024, with the City of Belfast Parks and Recreation Department going out to bid in 2025 for the next concessions operator. The terms remain the same for a rental rate of \$200/month starting with May 2024 and ending in September 2024.

10. I The second contract is for the 2024 operational season of the City Park Pool; the Waldo County YMCA has agreed to operate the City Park Pool for a second year by providing certified lifeguard staff to meet the ratio of 1 guard for every 25 swimmers, a Certified Pool Operator/Pool Manager, and Assistant Pool Manager. The contract includes responsibilities for the City Parks and Recreation Department and for the Waldo County YMCA, and this year, we included additional details in an addendum to address recommended improvements from the 2023 operational year. This contract will encumber the City to pay the estimated staff salaries for the operational schedule that will run from June 19-September 1, 2024, Tuesdays-Sundays, 11 AM-6 PM. YMCA Pool Staff salaries are held in the FY24 budget and are proposed in the FY25 draft budget, since the operating season crosses both budgets.



Memo to City Manager

April 30, 2024

Page 2

Event/Facility Requests

10.J The first facility request is from the Waldo County Technical Center for their graduation event; they requested a single day rental on May 15 for 100 people. Their Certificate of Insurance is already on file. **The school requested a 100% waiver for the rental fee which would be \$180.**

10.K The second rental is from the Belfast Garden Club for their annual Plant Sale. Their rental is Friday-Saturday, May 24-25 with set-up taking place the first day, and the sale on Saturday. They will utilize the Boathouse and Boathouse grounds for this annual event, and there have not been any changes to their annual event. Their Certificate of Insurance is already on file. **The Belfast Garden Club, a supporter of several City projects and initiatives, and a partner to the Parks and Recreation Department, did request a 100% waiver for the rental fee, which would be \$1,080 by combining half of the in-season Weekend Rate and one in-season Weekday Rate. I would respectfully request that the Security Deposit not be waived in case there is damage to the building or equipment, tables and chairs are missing, or there are extraordinary costs for clean-up. The security deposit would be \$250.**

10.L The next facility request is for Arts In The Park for their annual event to be held Friday-Sunday, June 28-30. This is an annual event that does not have any changes; the City of Belfast Parks and Recreation Department typically assists with set-up, electrical, overnight patrols, trash removal, and is available for any troubleshooting. **This event utilizes the Belfast Boathouse and the grounds of Steamboat Landing Park, and the Belfast Area Chamber of Commerce requested a 100% waiver for use of the Boathouse for this event, which would be \$1,800. It should be noted that the Chamber does contribute post-event funding to Parks and Recreation for staffing support and infrastructure costs. We still need to collect their Certificate of Insurance. I would respectfully request that the Security Deposit not be waived in case there is damage to the building or equipment, tables and chairs are missing, or there are extraordinary costs for clean-up. The security deposit would be \$250.**

10.M The Atlantic Challenge USA, a local non-profit, is bringing a large, special event to Belfast in July, also called the Atlantic Challenge USA. This event is focused on international youth of various ages who will compete in a Youth Seamanship Contest; the last time this event was held in the US was over approx. 20 years ago in Rockport, ME. There are two rental requests with this group as there are lead-up activities this month along with the actual event in July 2024.

- 1) The Atlantic Challenge USA is requesting use of the Belfast Boathouse on Saturday, May 11 for a training workshop during the day and related to the July event, followed by an evening fundraiser that will support the operational budget for the July event. **Atlantic Challenge USA is requesting a 100% waiver for use of the Boathouse which would be \$525, and the group intends to make a contribution back to the City for infrastructure expenses and cleaning fees.** This group did provide a \$75 security deposit in advance for any issues that arise, and their Certificate of Insurance is on file.
- 2) The Atlantic Challenge USA is requesting use of the Belfast Boathouse from Monday, July 22 through Tuesday, July 30 for the Atlantic Challenge USA Youth Seamanship Contest. They will be utilizing the Belfast Boathouse as a home base while down at the waterfront each day with their

Memo to City Manager

April 30, 2024

Page 3

students; it will serve as a meal location, check-in, first aid, supplies and equipment location, and headquarters. They will also be utilizing the Steamboat Landing Park for their week-long activities, and this group will be sharing some infrastructure costs with the Maine Celtic Celebration as they share tents, tables and chairs (the events are back-to-back). Activities during the week are focused on the boats in the harbor, but there will also be educational stations in the park along with evening entertainment. A separate application is coming forward for the Atlantic Challenge USA Parade for Sunday, July 22 and for a Beer Garden to be operated by a third party vendor (similar to Maine Celtic Celebration) during the week-long event.

Atlantic Challenge USA is requesting a 100% rental waiver for this event, which would be approx. \$3,060 for the full nine days. This group did provide a \$250 security deposit in advance for any issues that arise, and their Certificate of Insurance is on file.

10. N

Living Innovations requested use of the City Park Pavilion for two rentals, the first on August 9 and the second on September 17. One visit is for residents of their programs and the second visit is designated as a staff picnic. **This group has requested a 100% waiver for the rental of the pavilion for both dates which would be \$62.50/event, a total of \$125.** Living Innovations, a service of Mosaic, is considered a 501c3 organization, and has received waivers in the past. Their Certificate of Insurance is not yet on file for these events, but it will be collected prior to the event.

10. O

The last Event/Facility request is for the Belfast Harbor Fest, scheduled for August 16-18. I have received an updated map for this event, but it has been shared that not much is changing for 2024 other than the location of some activities. This group is requesting use of the Boathouse and Steamboat Landing Park for their activities. The Boathouse serves as the location for the Pancake Breakfast, the Pinewood Derby, storage of the Cardboard Boats, and for the registration/check-in area, and the group utilizes the plastic table and chairs from this location. **This group is requesting a 100% rental waiver which would be \$1,980, which is the in-season Weekend Rate plus one in-season Weekday Rate.** Their Certificate of Insurance still needs to be collected. **I would respectfully request that the Security Deposit not be waived in case there is damage to the building or equipment, tables and chairs are missing, or there are extraordinary costs for clean-up. The security deposit would be \$250.**

CONCESSION LEASE AGREEMENT

LEASE AGREEMENT made this _____ (month/day), 2024, between The City of Belfast, a municipal corporation, hereinafter called the "City" or "Lessor," and Lessee, Ike Contino, operating as Big Daddy's Hot Box of Waldo, Maine, hereinafter called "Lessee."

NOW, in consideration of their mutual promises and other good and valuable consideration, the parties hereby agree as follows:

1. Description. The City hereby leases to Lessee, and Lessee hereby leases from the City, the real property located in the City of Belfast, County of Waldo, State of Maine, which is hereinafter referred to as the "premises," consisting of a concession building of approximately 12' x 20' in dimension and all equipment currently installed, together with a front patio of approximately 3' x 12'. The rear of the building contains an 8' x 12' separate storage section and the City shall have shared use through its Parks and Recreation Department of said storage section.

The premises shall be used for food service concession. Lessee agrees to operate said food service in compliance with all applicable laws, regulations, and local ordinances, and shall obtain all necessary permits prior to operation (copies provided to Belfast Parks and Recreation, to be included with this agreement). The City agrees to provide vendor with a minimum of four (4) picnic tables.

2. Term. The term of this lease is for one season, commencing on May 7, 2024, and operating seasonally thereafter until no later than September 30, 2024. Operating hours shall be at the discretion of the Lessee with City approval. Initial hours will be between 10 AM-7 PM, seven (7) days a week. Lessee will have reasonable access prior to opening day for set-up.
3. Rent and Security Deposit. Upon execution of this lease, Lessee shall not pay the City a security deposit. Lessee shall pay the City \$200 monthly for goods/labor costs, due and payable on the 15th day each month.
4. Warranties. The City hereby affirms, covenants, warrants, and represents each of the following:
 - a. The City owns title to the premises in fee simple and without lien or encumbrance of any kind.
 - b. The City has the full right to make and enter into this Lease.
 - c. Lessee and its successors and assigns shall have quiet and peaceful possession of the premises at all times.
 - d. The City officials executing this Agreement on behalf of the City are authorized to do so by the City Council, the City Charter, state law, and the State Constitution.
5. Exclusivity. Lessee shall have the exclusive possession of the building and patio (excluding the portion of the building set aside for City storage) during the term of this Lease. The City may enter the premises upon twenty-four (24) hours' notice to Lessee for reasonable inspection of the premises, unless an emergency exists at which time no notice is required. An agent for the City may enter the premises for all lawful purposes, upon reasonable notice.
6. Maintenance. Lessee shall, at all times, and at Lessee's expense, install, keep, and maintain the building and immediately surrounding grounds of the premises in good, sanitary, and neat order, condition and repair, and immediately restore and rehabilitate landscaping and other grounds which may be destroyed or damaged created by Lessee's patrons. Such maintenance shall at least meet the City's standards for its highest priority maintenance. Lessee shall be responsible for providing trash

containers and generally the policing of the area for trash. Lessee shall be responsible for the regular removal of any and all trash that is generated by patrons.

Lessee shall pay for disposal of cooking oil in a Health Department-approved container.

Lessor shall be responsible for repair or maintenance necessary due to normal wear and tear of and all equipment currently installed. Any maintenance or repair which is the result of Lessee's negligence will be repaired or replaced at the Lessee's expense.

Lessor is not responsible for the quality of food produced or distributed by the Lessee.

7. Assignment and Subletting. Lessee may not assign this Lease without the written consent of the City.
8. Insurance. Lessee shall also keep the premises insured for \$1000,000.00 through a general commercial liability policy and shall name the City of Belfast as an additional insured. Lessee shall maintain general liability insurance to cover damages and injuries from negligence in the amount of \$1,000,000.00 and shall have the City of Belfast listed as an additional insured. Lessee shall indemnify and save forever harmless the Lessor from any and all claims for damages of any kind which may be made against Lessor, its officers, agents and/or employees for any loss, claim, personal injury, death, or property damage arising from Lessee's use and occupation of the premises or claims arising from eating or drinking of any food, beverage, and any other products sold by Lessee. A copy of the Certificate of Insurance noting the insurance requirements described above is due to Lessor no less than ten (10) days after executing this agreement.
9. Utilities. Lessor shall be responsible for all utility connections and costs of utilities, including heat, water, and electricity. No new utilities will be accessed or installed on the premises without the express written permission of the City, which shall not be unreasonably withheld.
10. Termination.
 - a. Notwithstanding any other provision within this Lease Agreement, this Lease may be terminated by the City upon thirty (30) days' notice, or such lesser noted period as agreed upon by the parties, for cause. Cause shall include creating a nuisance, criminal activity, breach of the quiet enjoyment of neighboring real property owners, or any violation of the terms and conditions of this Lease.
 - b. Lessee may terminate this Lease upon thirty (30) days written notice received by the City for any default of the respective terms or conditions herein by the other party, so long as the City has not cured the default within 14 days.
 - c. Lessee agrees to remove any and all personal property located within the building or on the patios, and return two (2) original keys and any additional key copies made. If the Lessee fails to remove all personal property and return keys, Lessor may have all personal property removed and sold, as title shall pass to the City upon its physical possession of the property.
 - d. For any unlawful or criminal act, Lessor may terminate this Agreement upon 24-hour notice delivered to the Lessee. After delivery of said notice to Lessee, Lessee shall immediately remove all property owned by Lessee, turn in two (2) original keys and any additional key copies made, and vacate the premises. Lessee shall have no possessory interest in the premises after receipt of said 24 hr. notice for unlawful or criminal acts.

- e. Failure to pay monthly lease payment on or before the 15th day of the following month, the City may terminate this Lease on seven (7) days' notice.
- 11. Improvements. All buildings, betterments, and improvements made to and installed on the premises by Lessee during the term of this Lease shall inure to the benefit of the City of Belfast upon expiration or termination of this Lease, without any payment of compensation to Lessee.
- 12. This agreement is subject to approval and ratification by the Belfast City Council.

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

Signed, sealed, and delivered in the presence of:

CITY OF BELFAST

By: _____
Erin Herbig, City Manager
Duly Authorized:

(Date)

IKE CONTINO
226 Kendal Corner
Waldo, ME
D/B/A Big Daddy's Hot Box

Signature

Date

**Memorandum of Understanding
Between City of Belfast and Waldo County YMCA
2024**

Statement of Purpose

This document outlines the City of Belfast’s expectations regarding the operation of the municipal pool referred to as “City Park Pool” and the operator, Waldo County YMCA, referred to the “YMCA.” It is the intent of this MOU that the written provisions below shall constitute the entire agreement by and between the parties for the period of June 19-September 1, 2024.

The City of Belfast, as the undersigned, do mutually agree as follows:

1. The City of Belfast grants permission to the YMCA to operate and staff the park pool in accordance with the agreed schedule and State-required safety measures.
2. This agreement shall be reviewed monthly during the operation period and at least once prior to the season and after the season.
3. This agreement shall begin with the date of signing and shall continue from June 19, 2024, to September 1, 2024, with a closure August 27-29, 2024.
4. The City of Belfast will pay YMCA staffing invoices within 14 days after receipt.
5. The City Parks and Recreation Department will maintain the property with lawn care and the physical plant of the pool.
6. This agreement may not be assigned or granted to another party.
7. The City of Belfast will make trash pick-ups every Friday and Monday
8. The City of Belfast will make arrangements to schedule and pay for the cost of deep cleaning the pool restrooms once a week. (see Addendum).
9. The City of Belfast will order and pay for the use of chemicals necessary to maintain the correct ph and chlorine levels. Testing will be the responsibility of the YMCA CPO staff.

The Waldo County YMCA, as the undersigned, do mutually agree as follows:

1. The YMCA will maintain lifeguard staffing levels to meet the required 1 guard for every 25 pool patron’s level in accordance with Red Cross.
2. The Pool will be open at a minimum 11:00 a.m.-6:00 p.m., Tuesday-Sunday, June 19 (Wed.)-September 1 (Sun), 2024. This schedule may expand or be reduced subject to staffing levels and availability. Due to other community events, the pool will not be open August 27-29.
3. The YMCA will be responsible for maintaining safe water quality and chemical balance in accordance with the State of Maine Public Pool Standards.
4. The YMCA will ensure all lifeguarding staff are certified and trained by YMCA standards.
5. The YMCA staff will be responsible for inspecting and cleaning restrooms daily Tuesday-Sunday, and taking care of minor issues such as replacing toilet paper and paper towels, refilling soap dispensers, sweeping the bathroom and main

entrance floors, and emptying trash for Parks Department to pick up on Friday / Monday. (see Addendum)

6. The YMCA will maintain liability and worker's compensation insurance for all of the lifeguarding / pool staff.
7. The YMCA will implement Y Standards for pool rules.
8. The YMCA will be responsible for hiring, scheduling, supervising, training, and paying lifeguard staff.

Waldo County YMCA Representative

Title

Date

City of Belfast Representative

Title

Date

Witness

Date

Addendum:

YMCA Staff will be responsible for all Opening and Closing Procedures including but not limited to:

- YMCA Pool Manager will review pool opening procedures with Mike's Pool Service and City of Belfast Parks and Recreation for any pre-opening updates and in preparation for the opening of the pool to the public.
- equipment care, chemical testing and recording, and cleaning.
- Equipment care will include set up and take down of umbrellas and set up and storage of chairs.
- Chemical testing will include pH and Chlorine levels as well as logging of test results.
- Cleaning will include toilet/sink cleaning, refilling of toilet paper, paper towels and hand soaps, sweeping restroom floors and main entrance area, as well as a general pick-up of all changing areas and pool deck.
- YMCA will lend a set of lane lines to the Belfast City Pool for the summer 2024 operating season.
- YMCA will be responsible for assisting with pool closing procedures at the end of the season by completing a final inventory, storage of all equipment and supplies, and securing the pool facility.

City of Belfast Parks and Recreation Staff will be responsible for:

- Initial opening of pool facility;
- Maintaining supplies such as paper products, soaps, trash bags, etc.
- Purchasing all pool chemicals, test kits, and other operational supplies.
- Maintaining AED and AED-related supplies and general First Aid supplies.
- Removal of trash bags from pool 2x/week or as needed.
- Lawn care inside and outside pool fence.

RENTAL AGREEMENT FOR BOATHOUSE

Name of Business, Organization or Individual Renter: Waldo County Technical Center

Mailing Address: 1022 Waterville Rd
(This address will be used to return any refunded monies)

City, State and Zip Code: Waldo ME 04915

Telephone: 207 223-7752 Alternate Telephone: 207 505-1504

Email: D.Kein@waldotech.org

Rental Date(s): May 15, 2023 Rental Time(s): 1:00 - 9:00

Type of Event: NTHS Induction Number of People Attending Event: 100

Actual Event Takes Place Times: 7:00 Day(s) of Week: Wednesday

Do you plan to serve alcoholic beverages? Yes No

1. This rental agreement also includes, and they are incorporated by reference here, all of the Boathouse Rental Rules and Regulations and their Exhibits.
2. In signing this agreement, you are saying that you accept the terms of all of these Boathouse rental rules and regulations, and their Exhibits, and all of your obligations that relate to them.
3. This agreement also includes the rental fee schedule, cancellation policy and security deposit requirements.
4. In signing this agreement, you are saying that you accept the terms of the rental fee schedule, times of the rental period, deposit requirements and security deposit requirements.
5. Insurance: An insurance liability policy must be obtained and submitted to Belfast City Hall for approval two weeks in advance of the event. A copy must be sent to Zach Dozier at Belfast Parks and Recreation for review and approval belfastparksandrec@cityofbelfast.org. It is very important that the policy be in the amount of one million dollars and that the City of Belfast (not the Boathouse) is named the additional insured.
6. I specifically agree to leave the Boathouse in the same exact condition it was in when I pick up the key, before my event. This cleanliness standard that I agree to is spelled out in Exhibit "E"
7. Security Deposit: In signing this agreement, I agree that the security deposit can be used by the City to offset loss or expense to the City of Belfast for damage to the Boathouse facility and grounds, failure to completely clean the facility as required, failure to return keys within 48 hours after the event and failure to follow any of the Boathouse rules and regulations, or other provisions that have been incorporated into and made part of this agreement. Unauthorized use of Steamboat Park or other City property will completely forfeit any right I may have had to a return of any portion of my security deposit.

If for any reason the amount of the security deposit is not sufficient to pay for these damages and costs, then I agree to be personally responsible for the financial difference and will promptly pay the City within 30 days of receipt of the demand for payment for charges in excess of the previously paid security deposit. If I fail to pay these charges as specified, then I agree that I will also be responsible for the City's legal fees associated with the legal prosecution of a collection claim against me for these charges in court.

I also understand and agree that if there are any monies left in the security deposit that are in excess of the damages, or other specified charges and expenses sustained by the City, then this balance will be returned to me by mail within 30 days after the event.

**These 2 pages require your initials &
MUST be returned with your Rental Agreement**

1. OCCUPANCY CAPACITY (SEE Page 2, Rental Agent's letter during PANDEMIC)

Regulation for Belfast Boathouse occupancy for any event is a maximum of 150 people seated or a maximum of 200 people standing.

1. Educational style seating with tables: **Maximum capacity: 150**
2. Sit-down dinner with round tables: **Maximum capacity: 150**
3. Reception style events with standing room only: **Maximum capacity: 200**
4. Auditorium style (or sitting in rows of seating): **Maximum capacity: 175**

***Please note that occupancy maximums DO NOT increase with the use of a tent.**

***No tents are allowed on any paved area.**

2. CERTIFICATE OF LIABILITY INSURANCE

Liability insurance must be obtained for the duration of the event (including set-up and clean-up) to cover any function held at the Boathouse (this can usually be obtained through a homeowner's insurance policy or various web sites).

The City of Belfast OT the Boathouse must be named as the Certificate Holder on the Insurance Certificate (see Exhibit D) and;

The City of Belfast must be named as an additional insured in the coverage. This means you need to name the City of Belfast with the language as an "additional insured" and that your insurance company will defend the City of Belfast against any claims. Insurance policies without this language included in the Certificate of Liability will not be accepted by the City of Belfast.

The coverage will be no less than \$1,000,000 and a copy of the insurance coverage (Certificate of Liability) dating the event will be provided to the Boathouse Rental Agent at least 14 days prior to the event.

If a licensed caterer provides and/or sells (cash bar) alcoholic beverages at the Boathouse, the caterer will need to apply for an Off Premises Permit at Belfast City Clerk's Office and also provide liability insurance coverage in the amount of \$1,000,000. A copy of the insurance coverage must be provided to the Boathouse Rental Agent 14 days prior to the date of the event (an example of an acceptable form is found at Exhibit D).

BWR
Renter's Initials

12/11/23
Date

8. **Keys:** The Boathouse remains locked when not in use by a renter. You must make arrangements with Zach Dozier, Rental Agent for the Boathouse, to authorize the date and time for you to pick up the key prior to your event date. Keys will not be given out without this authorization. This key will be picked up and returned (within 48 hours after your event) at Belfast City Hall, at the Park and Recreation Office. \$50 will be deducted from the Security Deposit for any key not returned promptly.

-TOTAL RENTAL FEE \$ 0 (this should be a SEPARATE check from your Security Deposit check)
RENTAL FEE DEPOSIT \$ 0
RENTAL FEE BALANCE DUE \$ 0 DUE ON DATE: 0
-SECURITY DEPOSIT (This should be a SEPARATE check)
AMOUNT \$ 0 DUE ON DATE: N/A

Thank you!

• Checks should be made payable to the City of Belfast. Credit card payment is not accepted. Please mail signed Rental Agreement, initialed Rules & Regulations, and check payments to:

Belfast City Hall
c/o Zach Dozier/Belfast Boathouse 131
Church Street
Belfast, ME 04915

Payments, Security Deposits and Cancellation Policy:

Rentals booked less than 90 days in Advance:

Full payment required with signed Rental Agreement. No Refund applicable.

Rentals booked more than 90 days in advance:

50% Deposit due with signed Rental Agreement.

Balance due 90 days prior to the event with the appropriate Security Deposit.

Security Deposit is required 30 days before event and will be refunded within 30 days after the event, less any charges as outlined above. The Security Deposit Fee is \$250 for 24 hours or more rental, and \$75 for day only events.

This includes a key deposit of \$50 for keys not returned within 48 hours.

Cancellations: Must be in writing and will follow the schedule on the Rental Fee Schedule page.

I certify that I am at least twenty-one (21) years of age. I have read and fully understand the Rental Agreement and also the rules & regulations for renting the Boathouse located at 34 Commercial Street in Belfast, Maine.

I am an authorized representative of above listed business, organization or event and will abide by all rules and regulations set forth by this agreement. I understand and fully agree to forfeiture of any or all deposits if I am not in compliance with the terms set forth by this agreement. In signing this form, I myself, or as a representative of the above listed business or organization, release the City of Belfast from any and all liability in case of death or injury received during the use of the Belfast Boathouse facilities.

Signed: Bonnie W. Keim
Renter

Date: 12/11/23

Signed: _____
Zach Dozier
Belfast Boathouse, Rental Agent
Email: parksandrec@cityofbelfast.org

Date: _____

Tel.: (207) 338-3370 x 127 - Please Leave Message



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/21/2023

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

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

PRODUCER Alliant Insurance Services, Inc. 18100 Von Karman Avenue 10th Floor Irvine CA 92612 License#: # 0C36861	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: schoolcert@alliant.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: MSMA Property & Casualty Trust		0
INSURER B: _____		_____
INSURER C: _____		_____
INSURER D: _____		_____
INSURER E: _____		_____
INSURER F: _____		_____

INSURED
 MSMA PROP. & CAS. TRUST FUND & ITS MEMBERS
 VOCATIONAL REGION #7
 1022 WATERVILLE ROAD
 WALDO ME 04915

COVERAGES

CERTIFICATE NUMBER: 818051105

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	Y		MSMAMOC2324	7/1/2023	7/1/2024	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$3,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$N/A PRODUCTS - COMP/OP AGG \$3,000,000 DEDUCTIBLE \$500
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Abuse & Molestation			MSMAMOC2324	7/1/2023	7/1/2024	Each Occurrence \$1,000,000 Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THE CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED WHEN REQUIRED BY CONTRACT OR AGREEMENT WITH RESPECT TO NATIONAL TECHNICAL HONOR SOCIETY CEREMONY. DATE: 5/15/2024; TIME: 7:00 PM; GROUP SPONSORING ACTIVITY: WCTC; GRADE LEVEL OF STUDENTS: 9-12.

CERTIFICATE HOLDER**CANCELLATION**

BELFAST BOAT HOUSE
 34 COMMERCIAL ST
 BELFAST ME 04915

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Facilities Use Request
City of Belfast, Maine

10.K
called 3/12/24 3:12pm
L.M.-cell
BOATHOUSE
FREE
NO CHARGE
PERIOD

EVENT: Belfast Garden Club Plant Sale

DATES: MAY 24-25 EVENT REPRESENTATIVE: Lexa Clifford
2024

PROPOSED LOCATION/AREA TO BE USED: Belfast Boathouse & Lawn

All applications and related documents to be returned to the Parks and Recreation Office at City Hall. 338-3370 Ext 27. The City Manager's Office will act as a backup.

The City of Belfast owns Streets, sidewalks, parks, land and buildings. It is the policy of the City that property belonging to the citizens of Belfast be available to the public. Unless specifically approved to the contrary, no public property will be set aside for the exclusive use of any individual or group and the general public will at all reasonable times have access to City property.

This is a planning checklist for your benefit as well as the City's. **If any aspect of the activity you wish to conduct is not specifically listed on this checklist then there will be no permission to conduct that activity.** Approvals cannot be given to individuals or groups who are uncertain of their plans.

Please attach maps, additional sheets, event outlines etc. - that help to explain your request.
If any of the following questions do NOT apply to your event simple write N/A (not applicable) in the space provided. Thank you.

1) State your name, phone number, e-mail address and identify whom you represent?

Lexa Clifford, 207-218-1110 (h) 202-560-2952(c)
azclifford@me.com Belfast Garden Club, President

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

An annual event, the BGC sells plants and garden items to residents. They select & purchase plants from our tables of plants with volunteer support. The sales occur indoors and the kitchen provides food to volunteers. Set up must start on Friday MAY 24 to stage plants and good before bringing them outside early on Saturday morning.

3) What facilities would you like to use or what permissions are you seeking with respect to City buildings, Parks, Lands, Streets, sidewalks? Please be specific.

Boathouse (entire), parking area, lawn area beyond bollards about 50 feet. Use of tables, some chairs

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

SATURDAY, MAY 25th from 8-NOON with setup on FRIDAY MAY 24th all day

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

NO, just use of parking area

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

6) Are you asking the City for anything other than use of the facilities you have described above?

NO

7) How many people do you expect?

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

We are selling plants. The Belfast Garden Club volunteers sell them

9) Will any alcohol be served or consumed at this event? (If yes provide details)

Where? - Attach MAP NO

By Whom: Name and Phone contact number:

10) Does this event call for any type of open fire - including for cooking purposes? (If so describe what fire safety measures you plan on employing associated with this potential hazard?)

NO

11) Will you be renting spaces to vendors on City Property? Yes _____ No

If yes where do you propose they set up? (MAP Location) _____

12) Describe what type of vendor and the charges you propose to assess against them.

N/A

13) Will you have insurance in the amount of \$1,000,000 that also names the Inhabitants of the City of Belfast as an additional named insured party to hold the City of Belfast harmless from any and all injuries that may occur as the result of any negligence on your part in conducting this event?

Yes

14) Who is your insurance agent that will provide proof of this coverage to the City?

Allen Insurance

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

From 8 - 1 pm on Sat. MAY 25, there will be people talking & buying plants.

16) How do you propose to handle garbage removal?

The club will take away garbage generated by the sale and volunteers.

17) How do you propose to handle parking?

Customers can park in

18) How do you propose to handle security?

n/a

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

No public restrooms, just for use by volunteers.

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

Need both electricity & water

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

It is an annual event that is well known to the neighborhood

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

Before: Lexa Clifford (see above). ~~During~~ During: T.B.D.

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

No, just Parks & Rec use of boathouse (per above).

Department

Service Requested

City Manager

Police

Fire/ Ambulance

Parks

Access to Boathouse (all rooms) & storage room

Public Works

Harbor

Other?

Remember, If any aspect of the activity you wish to conduct is not specifically listed on this checklist then there will be no permission to conduct that activity.



Facilities Use Request City of Belfast, Maine

EVENT: Arts in the Park

DATES: 6/28 to 6/30/24 **EVENT REPRESENTATIVE:** _____
Belfast Chamber of Commerce

PROPOSED LOCATION/AREA TO BE USED: Steamboat Landing and Boathouse,

All applications and related documents to be returned to the Parks and Recreation Office at City Hall. 338-3370 Ext 27. The City Manager's Office will act as a backup.

The City of Belfast owns Streets, sidewalks, parks, land and buildings. It is the policy of the City that property belonging to the citizens of Belfast be available to the public. Unless specifically approved to the contrary, no public property will be set aside for the exclusive use of any individual or group and the general public will at all reasonable times have access to City property.

This is a planning checklist for your benefit as well as the City's. **If any aspect of the activity you wish to conduct is not specifically listed on this checklist then there will be no permission to conduct that activity.** Approvals cannot be given to individuals or groups who are uncertain of their plans.

Please attach maps, additional sheets, event outlines etc. - that help to explain your request.
If any of the following questions do NOT apply to your event simple write N/A (not applicable) in the space provided. Thank you.

1) State your name, phone number, e-mail address and identify whom you represent?

Dorothy Havey 207-338-5900 director@belfastmaine.org Belfast Area Chamber of Commerce

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

Continuing with the 28 year history of this event, we jury artists to sell their art on Steamboat Landing
We have juried 125 artists into the show this year. 6 food vendors, 6 musical performances. The Belfast High School boosters will be selling coffee/muffins early Sat Sun morning & keeping all the proceeds

3) What facilities would you like to use or what permissions are you seeking with respect to City buildings, Parks, Lands, Streets, sidewalks? Please be specific.

Steamboat landing, the boathouse, the gazebo

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

Friday June 29 at 7 am to Sunday June 30th at 7 pm

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

no

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

n/a

6) Are you asking the City for anything other than use of the facilities you have described above?

We partner with Park N Rec on this event and request the following assistance: Layout of grid for vendor's tents, trash removal, picnic tables provide overnight presence Friday and Saturday evening from 7 pm to 7 am, assistance during the weekend with logistics during

setup and take down, 2 porta potties and perhaps a golf cart to assist with mobility assist

7) How many people do you expect?

thousands attend this event each day

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

The Chamber is not selling anything, but we are promoting Belfast at our welcome table throughout the event.

The juried artists are selling on Sat and Sunday from 10 am to 4 pm

9) Will any alcohol be served or consumed at this event? (If yes provide details)

Where? - Attach MAP no

By Whom: Name and Phone contact number:

previously Marshall Wharf sold beer from the boathouse, but my insurance costs are too prohibitive to continue this.

10) Does this event call for any type of open fire - including for cooking purposes? (If so describe what fire safety measures you plan on employing associated with this potential hazard?)

no open fires, our 6 food trucks are self contained

11) Will you be renting spaces to vendors on City Property? Yes No

If yes where do you propose they set up? (MAP Location) see attached map

12) Describe what type of vendor and the charges you propose to assess against them.

Artist pay \$225 for the weekend. As partners in this event, the Chamber continues to share proceeds with the City for their considered effort, time and cost. We anticipate between \$5,000 and \$6,000, depending on the success of the event.

13) Will you have insurance in the amount of \$1,000,000 that also names the Inhabitants of the City of Belfast as an additional named insured party to hold the City of Belfast harmless from any and all injuries that may occur as the result of any negligence on your part in conducting this event?

yes

14) Who is your insurance agent that will provide proof of this coverage to the City?

Varney Insurance and Robina Lods is our agent

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

nothing different than past years.

16) How do you propose to handle garbage removal?

Asking the city for occasional dump of trash cans in park, use dumpster at boathouse

17) How do you propose to handle parking?

using city lots and street parking. Vendors are provided maps for all day parking. I'd like to have all parking spaces at the

Boathouse be handicapped for Sat and Sun. The golf cart was used to shuttle people with mobility issues in the past.

18) How do you propose to handle security?

asking for Park N Rec staff to have a presence overnight from 7 pm to 7 am on Friday and Sat evenings

Chamber Staff will be presence daily throughout the weekend.

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

City provided 2 porta potties and limited use of Boathouse restroom

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

food vendors will use electricity located near their setup space. not much use of water.

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

no

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

Dorothy Havey 207-505-2321 dorothy.havey@gmail.com

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

Department

Service Requested

City Manager

none

Police

awareness, traffic impact,

Fire/ Ambulance

awareness of event

Parks

Yes, detailed above

Public Works

yes, trash removal

Harbor

none

Other? mention of the event in City's newsletter?

Remember, If any aspect of the activity you wish to conduct is not specifically listed on this checklist then there will be no permission to conduct that activity.



FACILITY USE APPLICATION CHECKLIST

- Application complete with contact names and contact information
- Specific facility or park requested
- Dates/times of the event and extra set-up time if necessary
- Specific request of City services:
 - electrical needs
 - street closures
 - police assistance
 - trash removal
- Vendor permits (necessary if serving alcohol)
- Parking plan
- Insurance Certificate (need to receive two weeks prior to event)
- Map/diagram of event layout
- Music cannot reach a volume level of more than 7 on controls
- Plan for restroom facilities
- Scheduled meeting with City Representative

My signature attests to the review of the checklist and the realistic view of the event provided to the City. Any deviation from the written request is grounds for cancellation of the event by the City of Belfast without notice.

Signature _____ Date: 4/2/24

Printed Name: Dorothy Havey



ADMINISTRATIVE COMMENTS
(Internal City use only)

City Manager's Office

Police Department

Fire/Ambulance Department

Parks Department

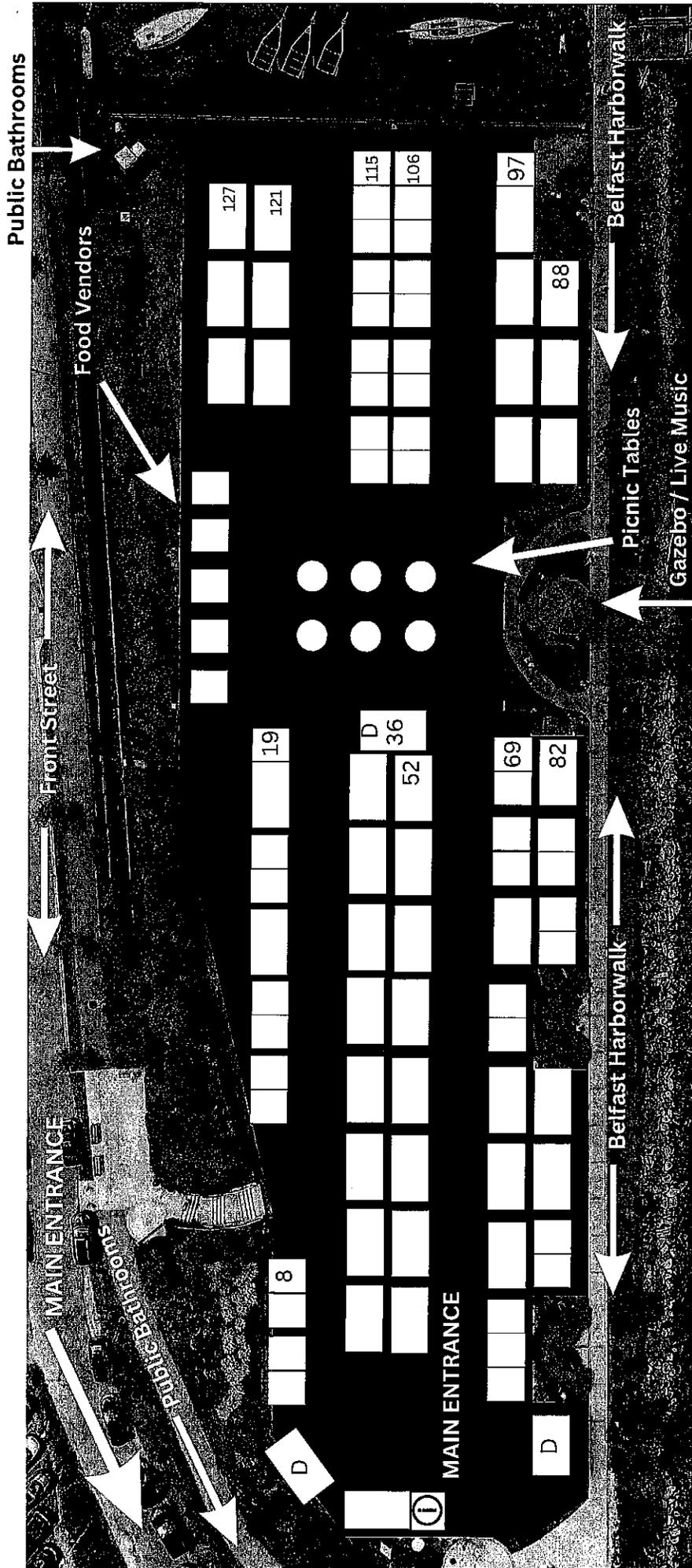
Public Works Department

Harbor Master

Boat House Rental Agent

Other Notes:

ARTS IN THE PARK 2024



i Information Booth

RENTAL AGREEMENT FOR BOATHOUSE

Atlantic Challenge USA

Name of Business, Organization or Individual Renter: _____

Mailing Address: c/o Arista Holden PO BOX 481 Belfast, ME 04915

(This address will be used to return any refunded monies)

City, State and Zip Code: Belfast, ME 04915
207-610-9554

Telephone: _____ Alternate Telephone: _____
arista.holden@gmail.com

Email: _____

Rental Date(s): May 11 Rental Time*: 8am - 10pm 5/11

*Rental Time should include set-up and clean-up time; be sure to indicate the actual time of the event on next line.

Actual Event Time: 9-5 on 5/11 & 7-9pm Day(s) of Week: Saturday

Navigation class, followed by contradance

Type of Event: _____ Number of People Attending Event: up to 20 during the day, and 80 for the 7-9 contradance

Do you plan to serve alcoholic beverages? Yes No

1. This rental agreement also includes, and they are incorporated by reference here, all of the Boathouse Rental Rules and Regulations and their Exhibits.
2. By signing this agreement, you are accepting the terms of all of these Boathouse rental rules and regulations, and their Exhibits, and all of your obligations that relate to them.
3. This agreement also includes the rental fee schedule, cancellation policy and security deposit requirements.
4. By signing this agreement, you are saying that you accept the terms of the rental fee schedule, times of the rental period, deposit requirements and security deposit requirements.
5. Insurance: An insurance liability policy must be obtained and submitted to the City of Belfast for approval two weeks in advance of the event. A copy must be sent to the Parks and Recreation Director at Belfast Parks and Recreation for review and approval parksandrecreation@cityofbelfast.org. It is very important that the policy be in the amount of \$1,000,000 (one million dollars) and that the City of Belfast is named the additional insured.
6. I specifically agree to leave the Boathouse in the same exact condition it was in when I pick up the key, before my event. This cleanliness standard that I agree to is spelled out in Exhibit "E"
7. Security Deposit: By signing this agreement, I agree that the security deposit can be used by the City to offset loss or expense to the City of Belfast for damage to the Boathouse facility and grounds, failure to completely clean the facility as required, failure to return keys within 48 hours after the event and failure to follow any of the Boathouse rules and regulations, or other provisions that have been incorporated into and made part of this agreement. Unauthorized use of Steamboat Park or other City property will completely forfeit any right I may have had to a return of any portion of my security deposit.

If for any reason the amount of the security deposit is not sufficient to pay for these damages and costs, then I agree to be personally responsible for the financial difference and will promptly pay the City within 30 days of receipt of the demand for payment for charges in excess of the previously paid security deposit. If I fail to pay these charges as specified, then I agree that I will also be responsible for the City's legal fees associated with the legal prosecution of a collection claim against me for these charges in court. I also understand and agree that if there are any monies left in the security deposit that are in excess of the damages, or other specified charges and expenses sustained by the City, then this balance will be returned to me by mail within 30 days after the event.

8. **Keys: The Boathouse remains locked when not in use by a renter. You must make arrangements with the Parks and Recreation Director, the Rental Agent for the Boathouse, to authorize the date and time for you the pick-up the key prior to your event date. Keys will not be given out without this authorization. This key will be picked up and returned (within 48 hours after your event) at Belfast City Hall, at the Park and Recreation Office. \$50 will be deducted from the Security Deposit for any key not returned promptly.**

waive We will make a donation ~ \$200-350, depending on attendance
TOTAL RENTAL FEE \$ _____ (this should be a **SEPARATE** check from your Security Deposit check)
RENTAL FEE DEPOSIT \$ 75
RENTAL FEE BALANCE DUE \$ _____ DUE ON DATE: _____

SECURITY DEPOSIT (This should be a **SEPARATE** check)

AMOUNT \$ _____ DUE ON DATE: _____

• **Checks should be made payable to the City of Belfast. Credit card payment is not accepted. Please mail signed Rental Agreement, initialed Rules & Regulations, and check payments to:**

Belfast City Hall
Belfast Parks and Recreation
Attn: Boathouse
131 Church Street
Belfast, ME 04915

Payments, Security Deposits and Cancellation Policy:

Rentals booked less than 90 days in Advance:

Full payment required with signed Rental Agreement. No Refund applicable.

Rentals booked more than 90 days in advance:

50% Deposit due with signed Rental Agreement.

Balance due 90 days prior to the event with the appropriate Security Deposit.

Security Deposit is required 30 days before event and will be refunded within 30 days after the event, less any charges as outlined above. **The Security Deposit Fee is \$250 for a rental for more than 24 hours, and \$75 for single-day only events. This includes a key deposit of \$50 for keys not returned within 48 hours.**

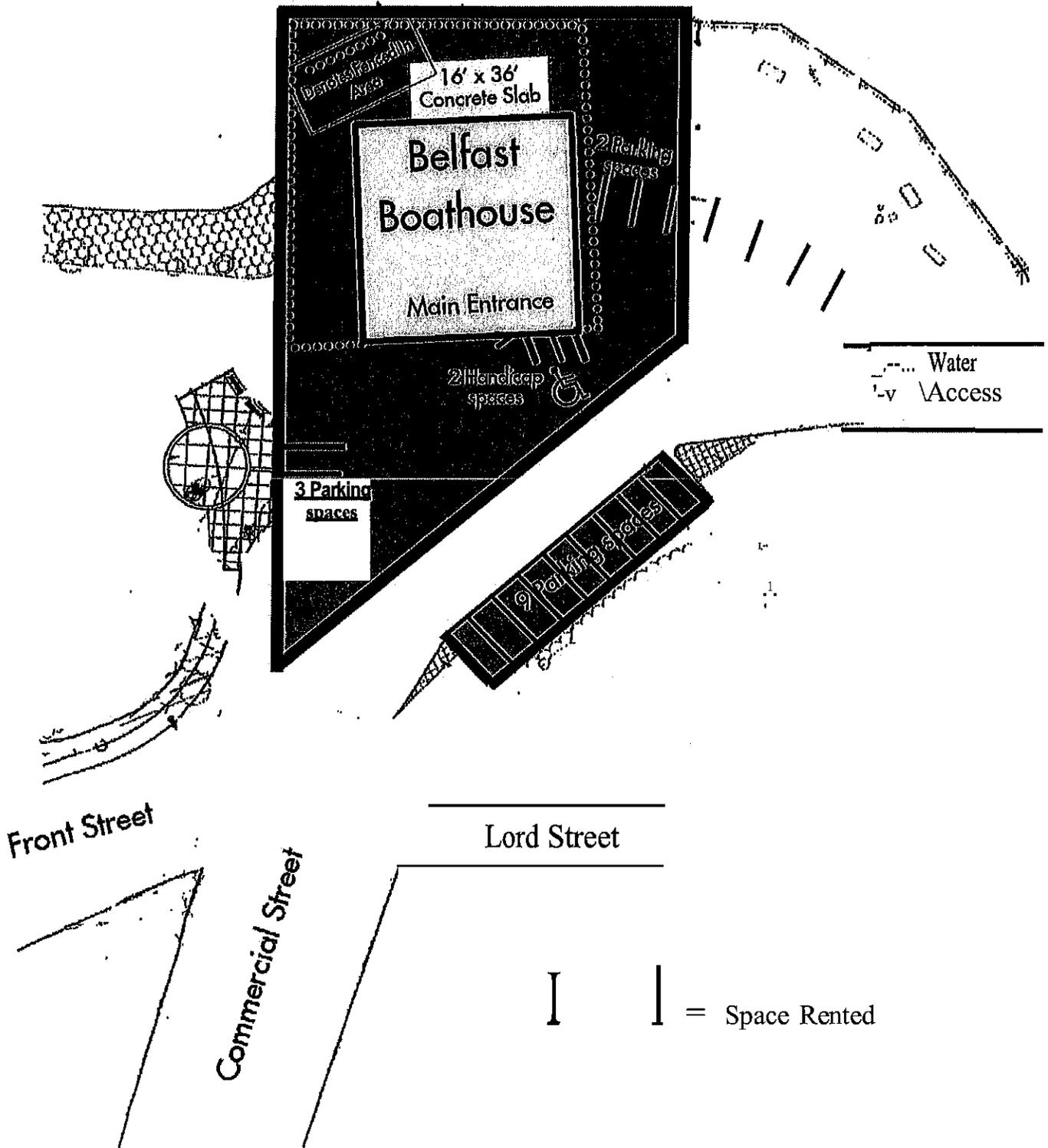
Cancellations: Must be in writing and will follow the schedule on the Rental Fee Schedule page.

I certify that I am at least twenty-one (21) years of age. I have read and fully understand the Rental Agreement and also the rules and regulations for renting the Boathouse located at 34 Commercial Street in Belfast, Maine. I am an authorized representative of above listed business, organization or event and will abide by all rules and regulations set forth by this agreement. I understand and fully agree to forfeiture of any or all deposits if I am not in compliance with the terms set forth by this agreement. In signing this form, I myself, or as a representative of the above listed business or organization, release the City of Belfast from any and all liability in case of death or injury received during the use of the Belfast Boathouse facilities.

Signed: Arista E Holder Date: 4/11/2024
Renter

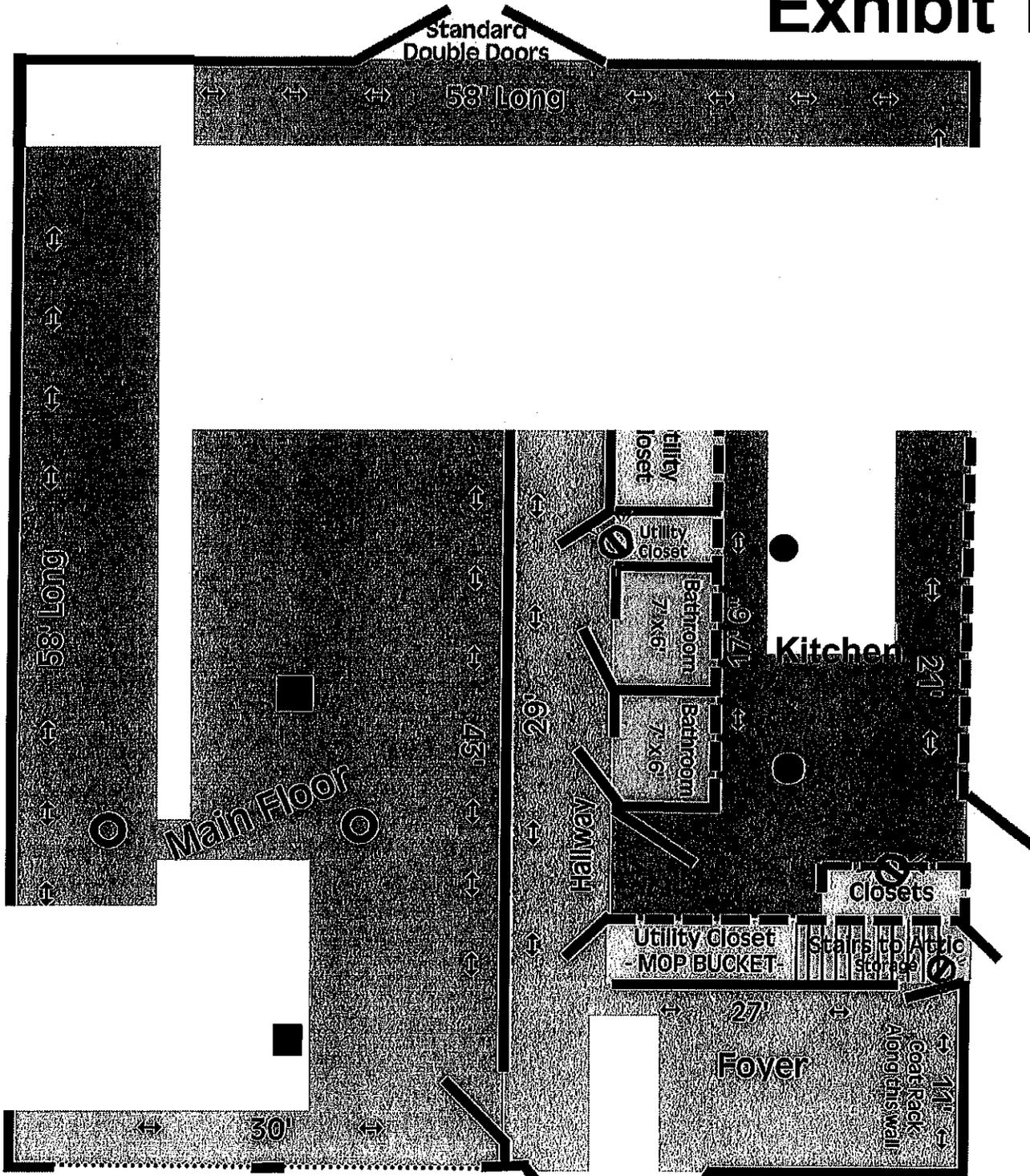
Signed: _____ Date: _____
Pamela J. Salokangas, Parks and Recreation Director
Belfast Boathouse, Rental Agent

Exhibit A



Drawing Is NOT to scale

Exhibit B



Large Double Doors 14'w x 13'h

Floor to ceiling height 13'

■ = Floor to ceiling Posts

○ = Floor drains

ENTRANCE
Standard

Double Doors

=Door

No Admittance

Drawing is NOT to scale

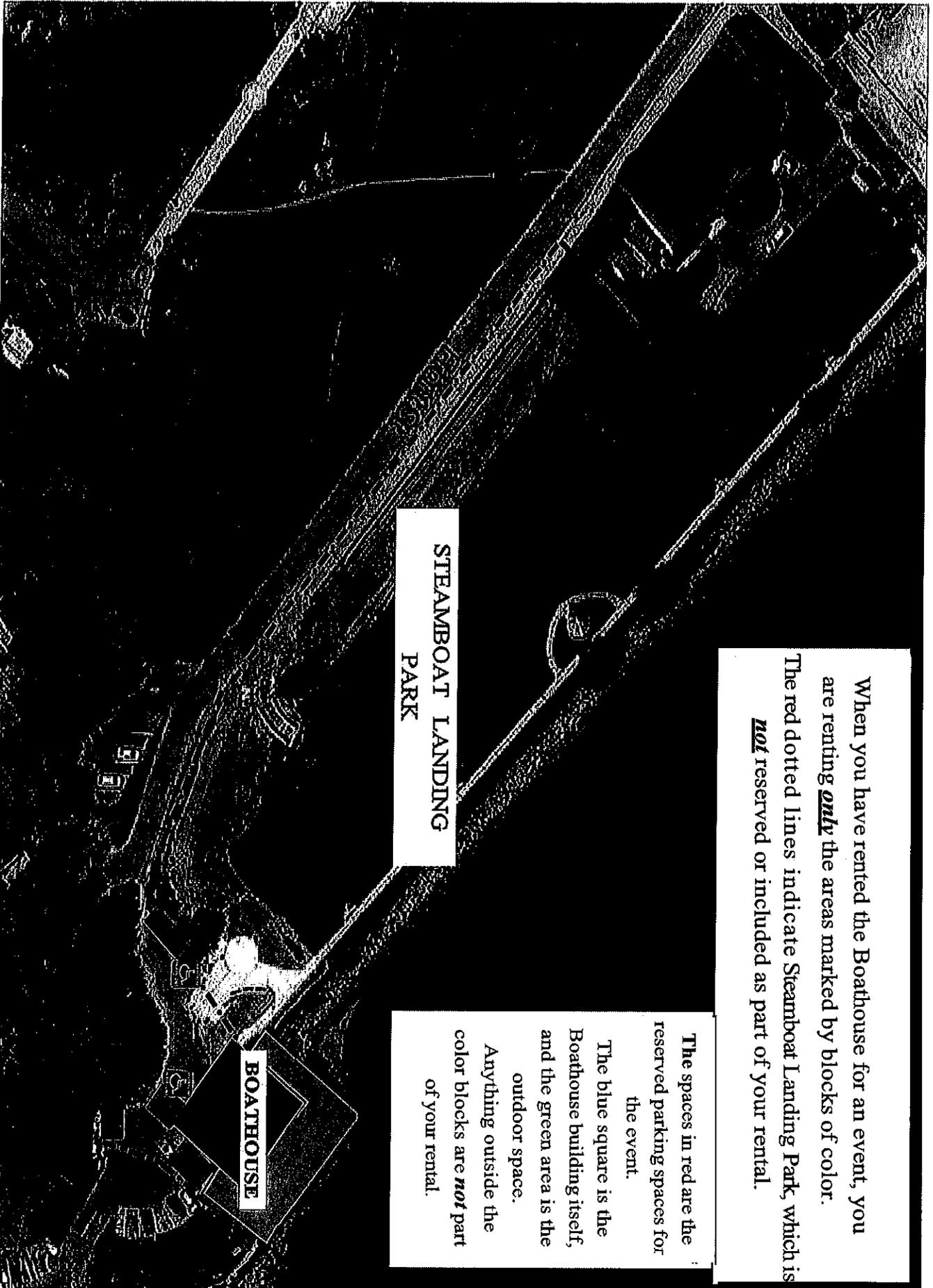
Exhibit C

When you have rented the Boathouse for an event, you are renting **only** the areas marked by blocks of color. The red dotted lines indicate Steamboat Landing Park, which is **not** reserved or included as part of your rental.

The spaces in red are the reserved parking spaces for the event. The blue square is the Boathouse building itself, and the green area is the outdoor space. Anything outside the color blocks are **not** part of your rental.

STEAMBOAT LANDING
PARK

BOATHOUSE



Acceptable Certificate Exhibit D

MAINFAR-01 NNASSER

4 < X > R T J

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/00/YYYY)
6/13/2014

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

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

PRODUCER INSURER (<div style="text-align: center;"> </div> <p style="text-align: center;">[tt]!! 'LL</p> <p style="text-align: center;">INSURER'S AGENT/PRODUCER</p> <p style="text-align: center;">Insura !!, o Com nlu</p> <p style="text-align: center;">HAIC..L</p>
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COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED HEREIN ARE IN FULL FORCE AND EFFECT AND THAT THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	DESCRIPTION	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
A X	COMMERCIAL AUTO LIABILITY - CLAIMS OCCUR	06/19/201	06/21/201	EACH CILX: UMIL, CCI PA, MACRO nmen ... S 1,000,000 ... S 100,000 ... S 1,000,000 ... S 3,000,000 ... S 3,000,000 ... S 1,000,000
	OTHER: ANYTHING AUTOS - NON-OWNED AUTOS			... S ... S ... S
	UMR, LIA, LIAB OCCUR			... S ... S ... S
	EX CL S SIM - 1 CILSIME			... S ... S ... S
	WORKERS COMPENSATION - ANY EMPLOYEE IN ANY WAY			... S ... S ... S

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACCORD TO, Million, IR, on, k, Stidulr, may h 110-564 lrmQr< lpo<U, required)
City of Belfast is an additional insured for the date/time of this event.

CERTIFICATE HOLDER <p style="text-align: center; font-size: 1.2em;">c, of 6 LFAS1 11 C-Hu CtI STREET 13 LFAS, f-1 . olj11</p>	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

Exhibit E

(Please use this page to take with you to your event)

BOATHOUSE CLEAN UP CHECKLIST-

All cleaning materials may be found in the Maintenance Closet.

HALL and ENTRANCE FOYER:

- 0 Clean all tabletops, stack in racks, and return to storage areas.
- 0 Stack all chairs in racks, and return to storage areas.
- 0 Sweep mats.
- 0 Sweep and mop floors.

MAIN ROOM:

- 0 Sweep up all garbage.
- 0 Wipe windowsills.
- 0 Sweep and mop floor.

KITCHEN:

- 0 Empty refrigerator and wipe inside
with sponge.
- 0 Clean stove top.
- 0 Wipe down all surfaces.
- 0 Remove all trash.
- 0 Sweep and Mop floor.

BATHROOMS:

- 0 Remove all trash from bathrooms
- 0 Clean toilets and sinks
- 0 Sweep and Mop floor

Pictures are taken before and after every event

**These 2 pages require your initials &
MUST be returned with your Rental Agreement**

1. OCCUPANCY CAPACITY (SEE Page 2, Rental Agent's letter during PANDEMIC)

Regulation for Belfast Boathouse occupancy for any event is a maximum of **150** people seated or a maximum of **200** people standing.

1. Educational style seating with tables: **Maximum capacity: 150**
2. Sit-down dinner with round tables: **Maximum capacity: 150**
3. Reception style events with standing room only: **Maximum capacity: 200**
4. Auditorium style (or sitting in rows of seating): **Maximum capacity: 175**

***Please note that occupancy maximums DO NOT increase with the use of a tent.**

***No tents are allowed on any paved area.**

2. CERTIFICATE OF LIABILITY INSURANCE

Liability insurance must be obtained for the duration of the event (including set-up and clean-up) to cover any function held at the Boathouse (this can usually be obtained through a homeowner's insurance policy or various web sites).

The **City of Belfast** must be named as the **Certificate Holder** on the Insurance Certificate (see Exhibit D) and;

The City of Belfast must be named as an **additional insured** in the coverage. **This means you need to name the City of Belfast with the language as an "additional insured" and that your insurance company will defend the City of Belfast against any claims. Insurance policies without this language included in the Certificate of Liability will not be accepted by the City of Belfast.**

The coverage will be no less than \$1,000,000 and a copy of the insurance coverage (Certificate of Liability) dating the event will be provided to the Boathouse Rental Agent at least 14 days prior to the event.

If a licensed caterer provides and/or sells (cash bar) alcoholic beverages at the Boathouse, the caterer will need to apply for an Off Premises Permit at Belfast City Clerk's Office and also provide liability insurance coverage in the amount of **\$1,000,000**. A copy of the insurance coverage must be provided to the Boathouse Rental Agent 14 days prior to the date of the event (**an example of an acceptable form is found at Exhibit D**).

AH

4/11/2024

Renter's Initials

Date

3. DAMAGE, CLEANING & MAINTENANCE RULES

Renter must leave the Boathouse in the exact same condition it was in before the event, including bathrooms (as listed in Boathouse Cleaning Checklist marked as Exhibit E and posted in the Boathouse entrance). No staples, nails, or duct tape are to be used on the walls or floors. Floors and kitchen area must be cleaned. Tables/chairs are returned to storage area making sure no damage has been done to furniture, interior or exterior of the building. **All food, garbage, decorations, etc., must be removed from Boathouse property.** If Boathouse is **not** left in accordance with these rules, and after inspection by the Boathouse Maintenance Manager, **Renter will forfeit their Security Deposit and also be charged for the cost to repair damage.** The Renter shall also report any damages that occur to the property during their event to Boathouse Rental Agent as soon as practical.

UPHOLSTERED CHAIRS ARE **NEVER** TO BE USED OUTSIDE THE BUILDING

4. ADDITIONAL GUIDELINES

1. The Belfast Boathouse is a smoke-free environment.
2. After proper payment, acceptance of keys must be arranged with the Parks and Recreation Director at (207) 338 3370 ext. 127 or by email at parksandrec@cityofbelfast.org.
- 3. Please note that the Belfast Boathouse is an unstaffed facility.**
4. Any additional cooking or catering equipment must be approved by the Rental Agent.
5. All requests for tents must be pre-approved by the Rental Agent. No tent can increase the seating capacity outlined for the Boathouse. No stakes can be driven into any paved surface.
6. Any additional equipment, staging, non-traditional decorations must be pre-approved by the Rental Agent.
7. No vehicles are permitted inside the Boathouse.
8. The Public is not permitted inside the Boathouse when it is rented for a private event. The Police may be contacted if unwanted visitors refuse to leave.
9. The City of Belfast cannot guarantee that there will not be any construction in the area, in the Harbor, or other events in the surrounding public spaces.

AH

4/11/2024

Renter's Initial

Date

Name of Business, Organization or Individual Renter: Atlantic Challenge USA

Mailing Address: PO BOX 481
(this address will be used to return any refunded monies)

City, State and Zip Code: Belfast, ME 04915

Telephone: 207 610 9554 Alternate Telephone: _____

Email: atlanticchallengeusa@gmail.com

Rental Date(s): 7/22 - 7/30/2024 Rental Time(s): _____

Type of Event: Youth Seamanship Contest Number of People Attending Event: ~300-400

Actual Event Takes Place Times: ~~7/22~~ 8-10pm Day(s) of Week: Monday - Monday/Tue
7/22 7/28 7/29

Do you plan to serve alcoholic beverages? Yes ? No _____
*Still deciding - maybe outside Boathouse for selective hours in the evening

1. This rental agreement also includes, and they are incorporated by reference here, all of the Boathouse Rental Rules and Regulations and their Exhibits.
2. In signing this agreement you are saying that you accept the terms of all of these Boathouse rental rules and regulations, and their Exhibits, and all of your obligations that relate to them.
3. This agreement also includes the rental fee schedule, cancellation policy and security deposit requirements.
4. In signing this agreement you are saying that you accept the terms of the rental fee schedule, times of the rental period, deposit requirements and security deposit requirements.
5. Insurance: An insurance liability policy must be obtained and submitted to Belfast City Hall for approval two weeks in advance of the event. A copy must be sent to Nora E. McGrath at Belfast City Hall for review and approval - managersoffice@cityofbelfast.org. It is very important that the policy be in the amount of one million dollars and that the City of Belfast (not the Boathouse) is named the additional insured.
6. I specifically agree to leave the Boathouse in the same exact condition it was in when I pick up the key, before my event. This cleanliness standard that I agree to is spelled out in Exhibit "E"
7. Security Deposit: In signing this agreement, I agree that the security deposit can be used by the City to offset loss or expense to the City of Belfast for damage to the Boathouse facility and grounds, failure to completely clean the facility as required, failure to return keys within 48 hours after the event and failure to follow any of the Boathouse rules and regulations, or other provisions that have been incorporated into and made part of this agreement. Unauthorized use of Steamboat Park or other City property will completely forfeit any right I may have had to a return of any portion of my security deposit.

If for any reason the amount of the security deposit is not sufficient to pay for these damages and costs, then I agree to be personally responsible for the financial difference and will promptly pay the City within 30 days of receipt of the demand for payment for charges in excess of the previously paid security deposit. If I fail to pay these charges as specified, then I agree that I will also be responsible for the City's legal fees associated with the legal prosecution of a collection claim against me for these charges in court.

I also understand and agree that if there are any monies left in the security deposit that are in excess of the damages, or other specified charges and expenses sustained by the City, then this balance will be returned to me by mail within 30 days after the event.

Norm Poirier, Rental Agent for the Boathouse, to authorize the date and time for you to pick up the key prior to your event date. Keys will not be given out without this authorization. This key will be picked up and returned (within 48 hours after your event) at Belfast City Hall, at the City Manager's Office. \$50 will be deducted from the Security Deposit for any key not returned promptly.

-TOTAL RENTAL FEE \$ _____ (this should be a SEPARATE check from your Security Deposit check)

RENTAL FEE DEPOSIT \$ _____

RENTAL FEE BALANCE DUE \$ _____ DUE ON DATE: _____

-SECURITY DEPOSIT (This should be a SEPARATE check)

AMOUNT \$ _____ DUE ON DATE: _____

• Checks should be made payable to the City of Belfast. Credit card payment is not accepted. Please mail signed Rental Agreement, initialed Rules & Regulations, and check payments to:

Belfast City Hall
c/o Norm Poirier/ Belfast Boathouse
131 Church Street
Belfast, ME 04915

Payments, Security Deposits and Cancellation Policy:

Rentals booked less than 90 days in Advance:

Full payment required with signed Rental Agreement. No Refund applicable.

Rentals booked more than 90 days in advance:

50% Deposit due with signed Rental Agreement.

Balance due 90 days prior to the event with the appropriate Security Deposit.

Security Deposit is required 30 days before event and will be refunded within 30 days after the event, less any charges as outlined above. **Security Deposit Fee is \$250 for 24 hours or more rental, and \$75 for day only events.**

This includes a key deposit of \$50 for keys not returned within 48 hours.

Cancellations: Must be in writing and will follow the schedule on the Rental Fee Schedule page.

I certify that I am at least twenty-one (21) years of age. I have read and fully understand the Rental Agreement and also the rules & regulations for renting the Boathouse located at 34 Commercial Street in Belfast, Maine.

I am an authorized representative of above listed business, organization or event and will abide by all rules and regulations set forth by this agreement. I understand and fully agree to forfeiture of any or all deposits if I am not in compliance with the terms set forth by this agreement. In signing this form, I myself, or as a representative of the above listed business or organization, release the City of Belfast from any and all liability in case of death or injury received during the use of the Belfast Boathouse facilities.

Signed: Anita E Holder
Renter

Date: 5/31/2024

Signed: _____

Date: _____

Norm Poirier
Belfast Boathouse, Rental Agent
Email: parcs&andrec@cityofbelfast.org

Tel.: (207) 338-3370 x 127 - Please Leave Message

1. OCCUPANCY CAPACITY (SEE Page 2, Rental Agent's letter during PANDEMIC)

Regulation for Belfast Boathouse occupancy for any event is a maximum of 150 people seated or a maximum of 200 people standing.

1. Educational style seating with tables: Maximum capacity: 150
2. Sit-down dinner with round tables: Maximum capacity: 150
3. Reception style events with standing room only: Maximum capacity: 200
4. Auditorium style (or sitting in rows of seating): Maximum capacity: 175

*Please note that occupancy maximums DO NOT increase with the use of a tent.

*No tents are allowed on any paved area.

2. CERTIFICATE OF LIABILITY INSURANCE

Liability insurance must be obtained to cover any function held at the Boathouse (this can usually be obtained through a home owner's insurance policy or various web sites).

The City of Belfast (NOT the Boathouse) must be named as the Certificate Holder on the Insurance Certificate (see Exhibit D) and;

The City of Belfast must be named as an additional insured in the coverage. This means you need to name the City of Belfast with the language as an "additional insured" and that your insurance company will defend the City of Belfast against any claims. Insurance policies without this language included in the Certificate of Liability will not be accepted by the City of Belfast.

The coverage will be no less than \$1,000,000 and a copy of the insurance coverage (Certificate of Liability) dating the event will be provided to the Boathouse Rental Agent at least 14 days prior to the event.

If a licensed caterer provides and/or sells (cash bar) alcoholic beverages at the Boathouse, the caterer will need to apply for an Off Premises Permit at Belfast City Clerk's Office and also provide liability insurance coverage in the amount of \$1,000,000. A copy of the insurance coverage must be provided to the Boathouse Rental Agent 14 days prior to the date of the event (an example of an acceptable form is found at Exhibit D).

AEH

Renter's Initials

5/31/23

Date

3. DAMAGE, CLEANING & MAINTENANCE RULES

Renter must leave the Boathouse in the exact same condition it was in before the event, including bathrooms (as listed in Boathouse Cleaning Checklist marked as Exhibit E and posted in the Boathouse entrance). No staples, nails or duct tape are to be used on the walls or floors. Floors and kitchen area must be cleaned. Tables/chairs are returned to storage area making sure no damage has been done to furniture, interior or exterior of the building. All food, garbage, decorations, etc., must be removed from Boathouse property. If Boathouse is not left in accordance to these rules, and after inspection by the Boathouse Maintenance Manager, Renter will forfeit their Security Deposit and also be charged for the cost to repair damage. The Renter shall also report any damages that occur to the property during their event to Boathouse Rental Agent as soon as practical.

UPHOLSTERED CHAIRS ARE NEVER TO BE USED OUTSIDE THE BUILDING

11. ADDITIONAL GUIDELINES

1. The Belfast Boathouse is a smoke-free environment.
2. After proper payment, acceptance of keys must be arranged with the City Manager's Office at (207) 338 3370 ext. 119 or by email at managersoffice@cityofbelfast.org.
4. Please note that the Belfast Boathouse is an unstaffed facility.
5. Any additional cooking or catering equipment must be approved by the Rental Agent.
6. All requests for tents must be pre-approved by the Rental Agent. No tent can increase the seating capacity outlined for the Boathouse. No stakes can be driven into any paved surface.
7. Any additional equipment, staging, non-traditional decorations must be pre-approved by the Rental Agent.
8. No vehicles are permitted inside the Boathouse.
9. The Public is not permitted inside the Boathouse when it is rented for a private event. The Police may be contacted if unwanted visitors refuse to leave.
10. The City of Belfast cannot guarantee that there will not be any construction in the area, in the Harbor or other events in the surrounding public spaces.

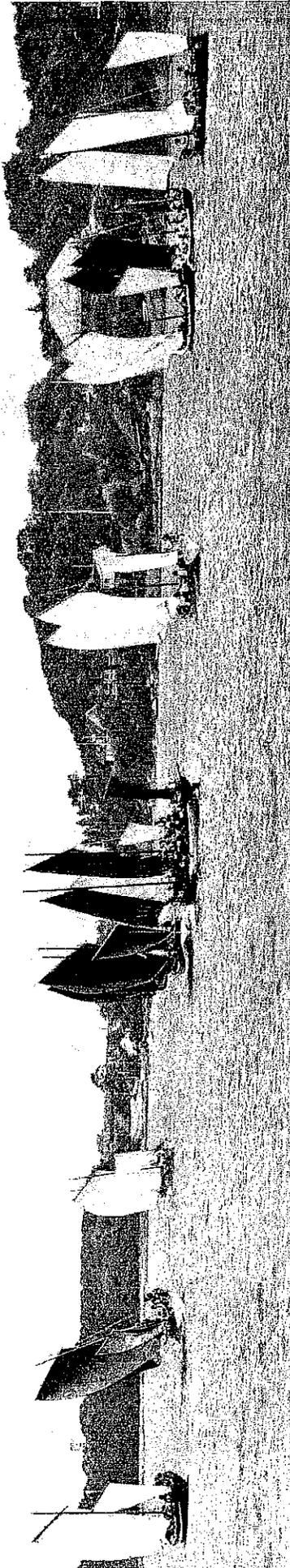
AET/H

Renter's Initial

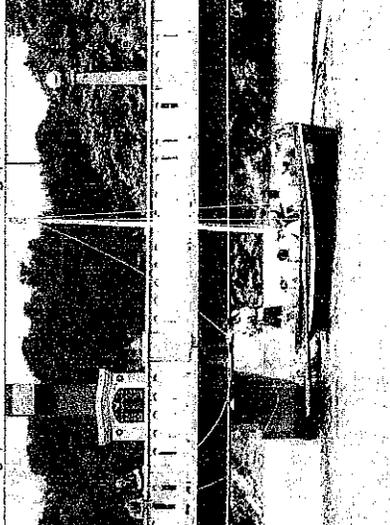
5/31/23

Date

ATLANTIC CHALLENGE INTERNATIONAL CONTEST OF SEAMANSHIP JULY 2024 BELFAST, MAINE



Sunday July 21	Monday July 22	Tuesday July 23	Wednesday July 24	Thursday July 25	Friday July 26	Saturday July 27
3pm Parade through Belfast from High School to Harbor	Breakfast, Housekeeping Meeting, Coxswains Meeting at High School	Breakfast, Housekeeping Meeting, Coxswains Meeting at High School	Breakfast, Housekeeping Meeting, Coxswains Meeting at High School	Breakfast, Housekeeping Meeting, Coxswains Meeting at High School	Breakfast, Housekeeping Meeting, Coxswains Meeting at High School	Breakfast, Housekeeping Meeting, Coxswains Meeting at High School
3:30pm - 4:00pm Welcome Speeches	Captains Gig (morning)	Slalom	Passage	Oars&Sails 1	Navigation	Crew Overboard
4:30pm Parade under Oars through harbor; other boats can follow along.	Lunch in Park/Harbor					
6pm - 7pm Beach Bonfire starts; dinner by the harbor	L'Esprit (afternoon)	Sailing 1	L'Esprit	Jacksay/Sack Transfer	Sailing 2:	Oars&Sails 2
7pm - 9pm Songs & Tunes by fire	Dinner at High School					
	Evening Entertainment at Boathouse					
	Tides:	Tides:	Tides:	Tides:	Tides:	Tides:
	04:50 Low, -0.33ft	05:37 Low, -0.59 ft	06:23 Low, -0.74 ft	07:11 Low, -0.76 ft	08:00 Low, -0.66 ft	08:53 Low, -0.49 ft
	09:55 High, 7.48ft	11:36 High, 7.98 ft	12:30 High, 8.16 ft	13:27 High, 8.30 ft	14:26 High, 8.44 ft	15:24 High, 8.56 ft
	16:52 Low, -0.59ft	17:44 Low, -0.80 ft	18:38 Low, -0.45 ft	19:30 Low, -0.15 ft	20:28 Low, 0.22 ft	21:30 Low, 0.56 ft
	22:28 High, 9.13ft	7/24: 00:06 High, 9.07 ft	7/25: 00:59 High, 8.82 ft	7/26: 01:54 High, 8.48 ft	7/27: 02:50 High, 8.10 ft	7/28: 03:47 High, 7.74 ft
Sunday July 28	Monday July 29					
Breakfast, Housekeeping Meeting, Coxswains Meeting at High School	Crews Depart					
Rowing Race						
Lunch in Park/Harbor (Haul Boats out in afternoon)						
Awards Ceremony at the Boathouse						
Lobster Bake at Boathouse						
Evening Entertainment at Boathouse						
Tides:	Tides:					
09:48 Low, -0.29 ft	04:44 High, 7.42 ft					
15:21 High, 8.64 ft	10:46 Low, -0.12 ft					
Low, 0.79 ft	17:18 High, 8.66 ft					
	23:41 Low, 0.88 ft					





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

EVENT: Living Innovations Tie-Dye Party

DATES: Aug. 9th, 2024 **EVENT REPRESENTATIVE:** Allison Arbo

PROPOSED LOCATION/AREA TO BE USED: Pavilion in Belfast Park

All applications and related documents to be returned to the Parks and Recreation Office at City Hall. 338-3370 Ext 27. The City Manager's Office will act as a backup.

The City of Belfast owns Streets, sidewalks, parks, land and buildings. It is the policy of the City that property belonging to the citizens of Belfast be available to the public. Unless specifically approved to the contrary, no public property will be set aside for the exclusive use of any individual or group and the general public will at all reasonable times have access to City property.

This is a planning checklist for your benefit as well as the City's. **If any aspect of the activity you wish to conduct is not specifically listed on this checklist then there will be no permission to conduct that activity.** Approvals cannot be given to individuals or groups who are uncertain of their plans.

Please attach maps, additional sheets, event outlines etc. - that help to explain your request.
If any of the following questions do NOT apply to your event simple write N/A (not applicable) in the space provided. Thank you.

1) State your name, phone number, e-mail address and identify whom you represent?

Allison Arbo - Community Relations Manager for Living Innovaitons

Phone #: 207-604-4256 Email: aarbo@livinginnovations.com

2) Describe in detail the nature of this event (What are you planning on?):
The tie-dye party in the park is a mission event that we put on at Living Innovations and is free for the community to attend.

3) What facilities would you like to use or what permissions are you seeking with respect to City buildings, Parks, Lands, Streets, sidewalks? Please be specific.

The Pavilion in Belfast Park

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

Friday, Aug. 9th from ~~10am to 12pm~~ 9am to 2pm

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

No

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

6) Are you asking the City for anything other than use of the facilities you have described above?

No

7) How many people do you expect?

20 to 30 people

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

No

9) Will any alcohol be served or consumed at this event? (If yes provide details) No

Where? - Attach MAP _____

By Whom: Name and Phone contact number:

10) Does this event call for any type of open fire - including for cooking purposes? (If so describe what fire safety measures you plan on employing associated with this potential hazard?)

No

11) Will you be renting spaces to vendors on City Property? Yes _____ No _____

If yes where do you propose they set up? (MAP Location) _____

12) Describe what type of vendor and the charges you propose to assess against them.

N/A

13) Will you have insurance in the amount of \$1,000,000 that also names the Inhabitants of the City of Belfast as an additional named insured party to hold the City of Belfast harmless from any and all injuries that may occur as the result of any negligence on your part in conducting this event?

Yes

14) Who is your insurance agent that will provide proof of this coverage to the City?

Aon Risk Services Central, Inc.

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

Talking and laughter

16) How do you propose to handle garbage removal?

We will be coming with trash bins and garbage bags for trash removal. We also plan to have managers stay behind

to make sure the grounds look the way they were when we got there.

17) How do you propose to handle parking?

As many people as possible will car pool. We will also have a staff assigned to make sure that those attending are parking

in appropriate parking spaces.

18) How do you propose to handle security?

No need for security at this event.

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

Use of public facilities in the park

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

No need for either at this event

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

Being in the park location and minimal noise being made we have not talked to the neighboring properties

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

Alaina Desjardins Phone #: 207-333-1028 Email: adesjardins@livinginnovations.com and Allison Arbo Phone #

207-604-4256 Email: aarbo@livinginnovations.com

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

No services requested!



FACILITY USE APPLICATION CHECKLIST

- Application complete with contact names and contact information
- Specific facility or park requested
- Dates/times of the event and extra set-up time if necessary
- Specific request of City services:
 - electrical needs
 - street closures
 - police assistance
 - trash removal
- Vendor permits (necessary if serving alcohol)
- Parking plan
- Insurance Certificate (need to receive two weeks prior to event)
- Map/diagram of event layout
- Music cannot reach a volume level of more than 7 on controls
- Plan for restroom facilities
- Scheduled meeting with City Representative

My signature attests to the review of the checklist and the realistic view of the event provided to the City. Any deviation from the written request is grounds for cancellation of the event by the City of Belfast without notice.

Signature

Date:

3-25-24

Printed Name:

Allison Arbo

*Note: Asking for consideration to waive the \$25 fee for our use of this city facility. We have used the pavilion many years with no fee.



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

EVENT: Living Innovations Direct Support Professionals Appreciation Event

DATES: Sept. 17, 2024 **EVENT REPRESENTATIVE:** Allison Arbo

PROPOSED LOCATION/AREA TO BE USED: Pavillion in Belfast Park

All applications and related documents to be returned to the Parks and Recreation Office at City Hall. 338-3370 Ext 27. The City Manager's Office will act as a backup.

The City of Belfast owns Streets, sidewalks, parks, land and buildings. It is the policy of the City that property belonging to the citizens of Belfast be available to the public. Unless specifically approved to the contrary, no public property will be set aside for the exclusive use of any individual or group and the general public will at all reasonable times have access to City property.

This is a planning checklist for your benefit as well as the City's. **If any aspect of the activity you wish to conduct is not specifically listed on this checklist then there will be no permission to conduct that activity.** Approvals cannot be given to individuals or groups who are uncertain of their plans.

Please attach maps, additional sheets, event outlines etc. - that help to explain your request. If any of the following questions do NOT apply to your event simple write N/A (not applicable) in the space provided. Thank you.

1) State your name, phone number, e-mail address and identify whom you represent?

Allison Arbo - Community Relations Manager for Living Innovaitons

Phone #: 207-604-4256 Email: aarbo@livinginnovations.com

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

Every year during Direct Support Professionals Week we have a picnic for our staff to appreciate them for all they do to suppor the individuals we serve.

3) What facilities would you like to use or what permissions are you seeking with respect to City buildings, Parks, Lands, Streets, sidewalks? Please be specific.

The Pavillion in Belfast Park

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

Tuesday, Sept. 17th from 9am-2pm

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

No

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

6) Are you asking the City for anything other than use of the facilities you have described above?

No

7) How many people do you expect?

20 to 30 people

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

No

9) Will any alcohol be served or consumed at this event? (If yes provide details) No

Where? - Attach MAP _____

By Whom: Name and Phone contact number:

10) Does this event call for any type of open fire - including for cooking purposes? (If so describe what fire safety measures you plan on employing associated with this potential hazard?)

No

11) Will you be renting spaces to vendors on City Property? Yes _____ No _____

If yes where do you propose they set up? (MAP Location) _____

12) Describe what type of vendor and the charges you propose to assess against them.

N/A

13) Will you have insurance in the amount of \$1,000,000 that also names the Inhabitants of the City of Belfast as an additional named insured party to hold the City of Belfast harmless from any and all injuries that may occur as the result of any negligence on your part in conducting this event?

Yes

14) Who is your insurance agent that will provide proof of this coverage to the City?

Aon Risk Services Central, Inc.

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

Talking and laughter

16) How do you propose to handle garbage removal?

We will be coming with trash bins and garbage bags for trash removal. We also plan to have managers stay behind

to make sure the grounds look the way they were when we got there.

17) How do you propose to handle parking?

As many people as possible will car pool. We will also have a staff assigned to make sure that those attending are parking

in appropriate parking spaces.

18) How do you propose to handle security?

No need for security at this event.

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

Use of public facilities in the park

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

No need for either at this event

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

Being in the park location and minimal noise being made we have not talked to the neighboring properties

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

Alaina Desjardins Phone #: 207-333-1028 Email: adesjardins@livinginnovations.com

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

No services requested!

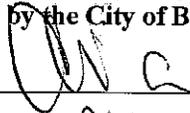


FACILITY USE APPLICATION CHECKLIST

- Application complete with contact names and contact information
- Specific facility or park requested
- Dates/times of the event and extra set-up time if necessary
- Specific request of City services:
 - electrical needs
 - street closures
 - police assistance
 - trash removal
- Vendor permits (necessary if serving alcohol)
- Parking plan
- Insurance Certificate (need to receive two weeks prior to event)
- Map/diagram of event layout
- Music cannot reach a volume level of more than 7 on controls
- Plan for restroom facilities
- Scheduled meeting with City Representative

My signature attests to the review of the checklist and the realistic view of the event provided to the City. Any deviation from the written request is grounds for cancellation of the event by the City of Belfast without notice.

Signature



Date:

3-25-24

Printed Name:

Allison Argo

*Note: Asking for consideration to waive the \$25 fee for our use of this city facility. We have used the pavilion many years with no fee.

Revised May 2016 NEMcG



Rec'd 3/29/24 10.0
Quaker's next 3/21/24

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

EVENT: 17th Annual Belfast Harbor Fest

DATES: 8/16 - 18/2024 **EVENT REPRESENTATIVE:** Belfast Rotary Club

PROPOSED LOCATION/AREA TO BE USED: Steamboat Landing Park and Boat house

All applications and related documents to be returned to the Parks and Recreation Office at City Hall, 338-3370 Ext 27. The City Manager's Office will act as a backup.

The City of Belfast owns Streets, sidewalks, parks, land and buildings. It is the policy of the City that property belonging to the citizens of Belfast be available to the public. Unless specifically approved to the contrary, no public property will be set aside for the exclusive use of any individual or group and the general public will at all reasonable times have access to City property.

This is a planning checklist for your benefit as well as the City's. **If any aspect of the activity you wish to conduct is not specifically listed on this checklist then there will be no permission to conduct that activity.** Approvals cannot be given to individuals or groups who are uncertain of their plans.

Please attach maps, additional sheets, event outlines etc. - that help to explain your request. If any of the following questions do NOT apply to your event simple write N/A (not applicable) in the space provided. Thank you.

1) State your name, phone number, e-mail address and identify whom you represent?

Russell Werkman, 338-4598, rwerkman@waldocountymca

Jason Trundy, 338-9822, sheriff@waldocountymc.gov

John Carrick, 338-5863, jicarrickiii@hotmail.com

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

Again, this will be a three-day event. Friday night starts with the 6th Annual Belfast Rotary Club "Belfast by the Bay" Charity Gala. The event will take place at United Farmers Market, but the park will be needed Friday to set up for Saturday and Sunday's events. Saturday starts with a Blueberry Pancake Breakfast and the 5K Bug Run. Boat building and other skills that reflect Belfast's maritime history will be demonstrated. Also, the Come Boating Regatta is back. Also, there will be activities for youth that includes the Rain Gutter Regatta and Pine Wood Derby. Other events planned for Saturday are; Live Music, Exhibitors, Vendors, Food Trucks, and Boat Show. Additionally, for the first time, watch "Cardboard Boats" being built. On Sunday the very popular Cardboard Boat Race takes place during the late morning followed by the Habitat for Humanity Lobster Gala.

3) What facilities would you like to use or what permissions are you seeking with respect to City buildings, Parks, Lands, Streets, sidewalks? Please be specific. *Steamboat Landing Park, (3days), and Boathouse, (4 days).*

*Boathouse - Pancake Breakfast
Plastic Tables & Chairs
Pine Wood Derby
Log Table
Storage of Cardboard Boats, on Sat. night*

4) What Date & Times do wish to have this event? *Steamboat Landing: Friday 8/16/24; 7:00 A.M. to 6:00 P.M., Saturday 8/17/24; 6:00A.M. to 8:00P.M., Sunday 8/18/24; 8:00A.M. to 3: 00 P.M. Boathouse: Friday 8/16/24; 8:00 A.M. to 6:00 P.M. Saturday 8/17/24; 6:00 A.M. to 8:00 P.M. Sunday 8/18/24; 8:00 A.M. to 4:00 P.M. Monday 8/19/24, 8:00A.M. - 12:00*

5) Are you asking to close off any City Streets? (Which ones, what dates, for how long a period of time each day?) *No streets need to be closed for this event.*

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

6) Are you asking the city for anything other than use of the facilities you have described above? *Yes; We need the use of 3 power cables along with "Gang Boxes", traffic cones 55 gal. trash cans, barricades, and coordinate portable toilet and trash dumpster rental.*

7) How many people do you expect? *About 2,500 for the three days.*

8) Will you be selling things at this event? What and by who if not you? *The club will be selling: Hats, t-shirts, mugs, and posters. Vendors will be selling a variety of items and food*

9) Will any alcohol be served or consumed at this event? (If yes provide details)

Possibility of Marshal Wharf. And have them get a license ahead of the event

Where? - Attach MAP *Near Boathouse*

By Whom: Name and Phone contact number: _____

10) Does this event call for any type of open fire - including for cooking purposes? (If so, describe what fire safety measures you plan on employing associated with this potential hazard?) *Not clear at this time. Although we are going to invite the "Brick- Oven Pizza food vendor to return.*

11) Will you be renting spaces to vendors on City Property? Yes, X No _____

If yes where do you propose they set up? (MAP Location) _____

12) Describe what type of vendor and the charges you propose to assess against them? *Vendors and Exhibitors are welcome; We define Vendors as any one "Selling Something" weather; food, hula hoops to old tools. And they are charged \$75 for a 10'X10' area. An Exhibitor is someone representing a non-profit or educational in nature. There is no charge to Exhibitors for a 10'X10' area.*

13) Will you have insurance in the amount of \$1,000,000 that also names the Inhabitants of the City of Belfast as an additional named insured party to hold the City of Belfast harmless from any and all injuries that may occur as the result of any negligence on your part in conducting this event? *Yes*

14) Who is your insurance agent that will provide proof of this coverage to the City?

Arthur J. Gallagher Risk Management Services Inc. 2850 Golf Rd. Rolling Meadows, IL 60008

15) Noise: What kind of noise do you expect to generate at this event and during which specific period of time? *Local non-rock bands will be playing in the Gazebo on Saturday from 10:00A.M. to 4:00P.M. Also, a Blues Band will play at Sundays Lobster Gala from 12:00 to 3:00P.M.*

16) How do you propose to handle garbage removal? *Rent a trash dumpster(large)*

17) How do you propose to handle parking? *Using city streets and lots and Front Street and Belfast Common. Plus using the grassy area adjacent to the Steamboat Landing parking lot on Front Street for Vendors and Exhibitors.*

18) How do you propose to handle security? *Using Rotary Club members and having police*

make several visits to Steamboat Landing on Friday (8/18) and Saturday (8/19) nights.

19) How do you propose to handle the need for restrooms? *Rent four portable toilets for all three days of Harbor Fest. These will be pumped out on Saturday and Sunday mornings.*

20) What is your plan/need for electricity or water? *We will need to use city's 3 power cables and "Gang Boxes". The only water needed is for making pancakes, coffee, cleaning the Boathouse, and filling two 10' long rain gutters for the Rain Gutter Regatta.*

21) Have you spoken to the neighbors in the area of this event and discussed traffic, noise, parking etc. with them? *Not yet, but will*

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

Russell Werkman: H: W: (207) rwerkman@waldocountymca.org

John Carrick H:338-5863 C: 505-0721 jjcarrickiii@hotmail.com

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

Department

Service Requested

City Manager

Police
event

Patrol Steamboat landing several times during the night of the

Fire/ Ambulance

In case of emergency

Parks *Use of Parks, Boathouse, electrical equipment and coordinate Portable Toilet & Dumpster rental*

Public Works *12 - 55Gal. Drums, 12 - Barricades, 24 - Traffic Cones*

Harbor

Approval for all Boat Races

Other? Front closed Saturday 8/19/23 from Commercial St. to Miller St. from: 8:00 to 9:45A.M. for "Bug Run foot race.

Remember, If any aspect of the activity you wish to conduct is not specifically listed on this checklist then there will be no permission to conduct that activity.

10.P

TO: MANDA CUSHMAN, DEPUTY CITY MANAGER

FROM: AVIS WINCHESTER, E-911 ADDRESSING OFFICER

SUBJECT: REQUEST COUNCIL SANCTION OF NEW ROADS FOR LITTLE RIVER
SUBDIVISION

DATE: MAY 7, 2024

This request is presented to the Belfast City Council for official approval/sanction of the names **Little River Drive Extension, Whitetail Lane, Black Bear Street, Seal Street, and Lobster Lane** for the four-phase subdivision at the end of Little River Drive. The lanes and streets are on Map 4 Lot 62 G. Phase one with six house lots will be accessed by Little River Extension and Whitetail Lane. Phase two by Little River Extension, Black Bear Street, and Lobster Lane. Phase three by Little River Drive Extension, Seal Street, and Lobster Lane. Phase four by Little River Drive Extension and Lobster Lane.

The first home in phase one is nearing completion and a second home is being framed. I am in the process of establishing numbering for the lots in phase one for E911.

Respectfully submitted,

Avis S. Winchester

Interim Assessor, Addressing Officer



City of Belfast
Municipal Airport
131 Church Street
Belfast, Maine 04915



22 Wright Brothers Drive

Airport Manager
Kenn Ortmann

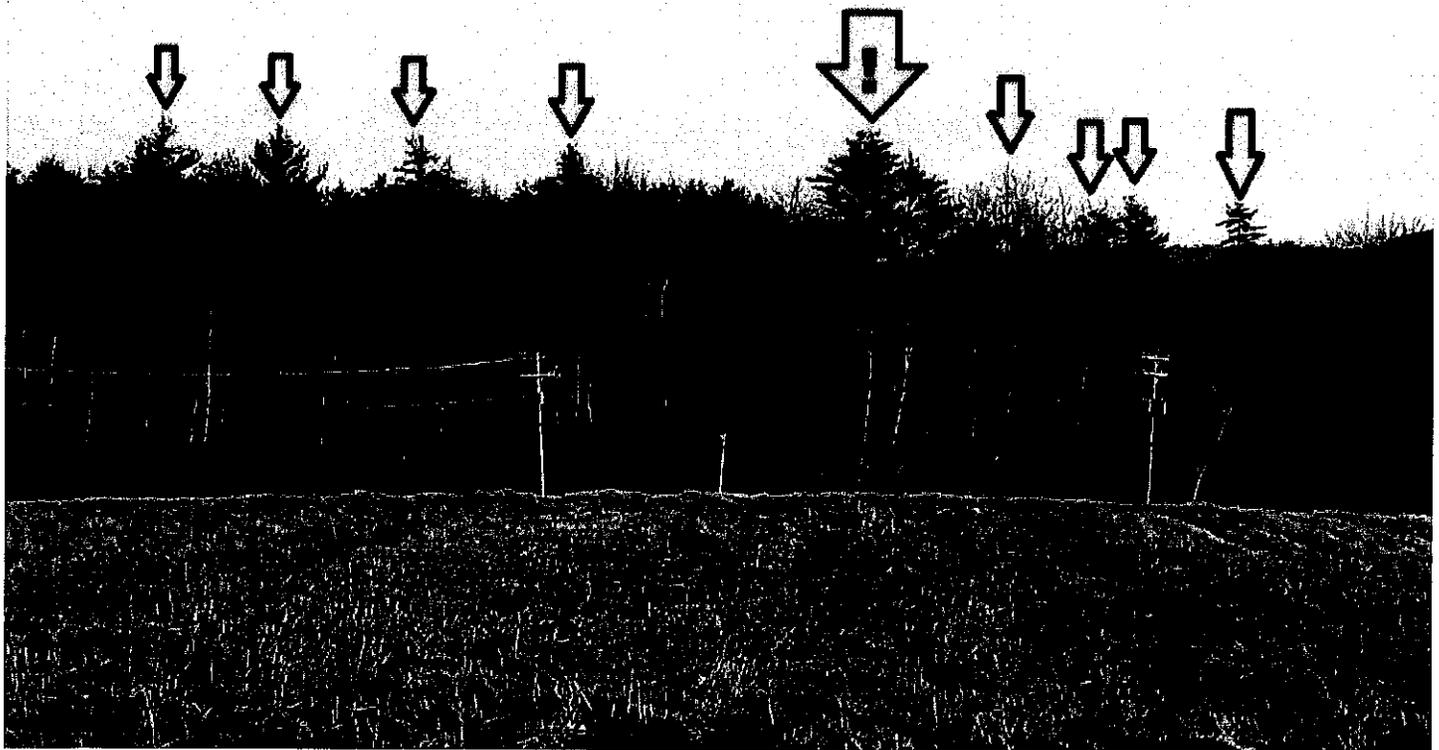
Phone: 207 338 3370 x 600
Email: airport2@cityofbelfast.org

Request by Airport Manager Kenn Ortmann and the Belfast Airport Advisory Committee (BAAC) for the City Council to authorize the repurposing of a previously approved expenditure of up to \$1,500 and authorize an additional \$2,700 to remove a group of pine trees on private property south of the Airport.

In 2016 the City obtained easements from several property owners protecting the airspace associated with the approaches to runways 15 and 33.

Trees on several properties south of the Airport have reached a height that is getting close to penetrating the protected surface. Two of those properties received Planning Board approval in 2021 for a solar farm and the solar farm developer, Syncarpha Solar, LLC, agreed to work with the Airport to meet our needs on the private solar farm properties at no cost to the Airport.

At the December 19, 2023 City Council meeting you authorized the expenditure of up to \$1,500 from the Airport Maintenance Account #640-594 to remove several trees on Airport property while the logging company is mobilized and close by. Further investigation determined that the most problematic group of trees (shown



here with the exclamation point) are actually located on Tax Map 4 Lot 66, owned by Theodore F. and Patricia A. Reed as Joint Tenants.

Mr. Reed died in January 2022, so the Airport Manager initiated a conversation with Patricia A. Reed. He met with her son, Theodore R. Reed, who has POA for his mother, to discuss the easement the City has and to discuss the options. Through her son, Mrs. Reed has approved having the trees removed pursuant to the 2016 easement.

Since the work on this private parcel is much more involved than simply cutting down the problematic trees, the Airport Manager asked for, and the logging company doing the work on the Solar Farm project, Comprehensive Land Technologies, Inc., headquartered in China, ME, has provided a quote of \$4,200 for:

- Removal of the three trees off airport property.
- Disposal of the trees and debris generated from the trees.
- Removal of the stumps.
- Reclamation of the area disturbed from stump removal.
- Traffic control.
- Dig Safe of removal area.

The Airport Manager and the BAAC are now requesting that the City Council vote in support of authorizing the following action:

- 1) Authorize the expenditure of \$2,700 from Airport Maintenance Capital Reserve Account #640-711 along with repurposing the \$1,500 authorized December 19, 2023 for tree removal on Airport property, to pay Comprehensive Land Technologies, Inc., headquartered in China, ME, a total amount of \$4,200 to remove trees problematic to the protected surface of Runway 33 on Tax Map 4 Lot 66, consistent with the easement recorded in Book 4098 Page 130 on September 2, 2016, and to authorize the City Manager to sign any necessary documents.**

GROUND LEASE AGREEMENT

This Lease Agreement is hereby made and entered into on this 25 day of April, 2024, by and between Penobscot McCrum, LLC, a Maine Limited Liability Company with a principal place of business in Washburn, Maine and a mailing address of P.O. Box 220, Washburn, Maine 04786, hereinafter referred to as "Lessor," and the City of Belfast, a Maine Municipal Corporation, with a mailing address of 131 Church Street, Belfast, Maine 04915, hereinafter referred to as "Lessee."

**SECTION ONE
Term/Rent/Reimbursement**

The term of this Lease Agreement shall commence retroactively from August 31, 2021, and extend to August 31, 2026. Payments for the term of this Lease Agreement shall be payable as follows:

Lessee has timely paid the Lessor the sum of Five Thousand dollars (\$5,000) for the period of September 1, 2021, through August 31, 2022, and September 1, 2022, through August 31, 2023.

With the execution of this Lease Agreement, Lessee has paid Lessor the sum of Eight Thousand dollars (\$8,000) for the period of September 1, 2023, through August 31, 2024, the sum of Eight Thousand dollars (\$8,000) for the period of September 1, 2024, through August 31, 2025, and the sum of Eight Thousand dollars (\$8,000) for the period of September 1, 2025, through August 31, 2026. Payment of Eight Thousand dollars (\$8,000) for each of the remaining annual lease terms shall be due prior to the start of the term.

The parties shall each retain the right to cancel the terms and conditions of this lease without cause upon delivery of a one hundred and twenty-day written Notice of Cancellation. This Lease shall be renewable for a term of two to five years at the option of the parties, upon written agreement executed by Lessor and Lessee, with annual or prorated rent to be Eight Thousand dollars (\$8,000) per year, unless otherwise agreed to in writing by Lessor and Lessee.

**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 Leased Premises for the agreed upon term and any successive terms. Lessor hereby covenants that it shall in no way interfere with the peace and quiet enjoyment of the premises as used by the City of Belfast or the public for the term of this Lease Agreement. The Lessor shall have reasonable

access to the Leased Premises at all times in furtherance of their business and to gain access to their property on the other side of the Leased Premises.

SECTION THREE **Description/Use of Premises**

The premises hereby leased ("Leased Premises") is a strip of land twelve (12) feet in width, a portion of which is paved to a width of 10 feet and narrows down to 8 feet for the last 46 feet as it joins to the Southern boundary of the City owned Rail Trail. This strip of land is generally twenty-five (25) feet from the normal high-water mark of the westerly side of Belfast Bay and extends the length of the Lessor's property line from the northerly side of Pierce Street, so-called, to the north bound of a parcel of land as described in a deed recorded in Book 4060, Page 260 of the Waldo County Registry of Deeds. A sketch of the general location of said strip of land is attached hereto in Exhibit A. Provided, however, to the extent that the trail width interferes with the reasonable operations and physical plant of the Lessor, said portions of the trail may be reduced in width to ten feet upon written request of Lessor, which said request to narrow the trail to 10 feet in such areas shall not be unreasonably denied by the Lessee.

The Leased Premises will include a paved surface, suitable for pedestrian, bicycling and handicapped access 10 feet in width, except for the last 46 feet where it will be 8 feet wide as it connects to the City-owned Rail Trail. The parties agree that this pavement can be supported on each edge by a gravel or grass shoulder not to exceed 12 inches.

The twelve (12) foot wide area Leased herein shall be used by the City of Belfast and the public as a walking and biking path/ trail. It shall be open at all hours as determined by Lessee. Lessor hereby agrees to cooperate with Lessee during any maintenance periods to allow access on Lessor's retained land to allow for equipment, machinery and materials necessary for said improvements and maintenance; provided, however, Lessee shall not unreasonably interfere with Lessor's business operations and all maintenance shall be done with the prior permission of the Lessor.

If during the period of this lease, any work is needed to be done on the Leased Premises, the Lessee shall request permission from the Lessor to get this work done and the Lessor shall have the option to have this work done themselves and seek reimbursement for its cost from the Lessee. No future work on the Leased Premises will be done, nor expense incurred without the agreement between the Lessor and the Lessee as to the nature and scope of the work and the amount needed to be spent. Whenever the Lessor does the work itself, it shall provide receipts and other documentation to support the claim for reimbursement from the Lessee.

The parties acknowledge and concur that the Leased Premises shall be considered as recreational use for the public, and the Lessor and Lessee shall be afforded the full protection and exemptions from liability for such public recreational use as provided in the Maine Statutory and Common law.

SECTION FOUR Reservation of Rights

Lessee hereby reserves all statutory rights of entitlement and condemnation pursuant to 30-A M.R.S.A §3101. The Lessee agrees that so long as this lease continues, and so long as neither party has elected to serve a written notice of termination within 120 days, as provided in Section One of this Lease, it will not initiate its power of eminent domain pursuant to 30-M.R.S.A. §3101.

Lessor reserves the right to travel upon or across the Leased Premises for its own business purposes so long as the public use of said path is not unreasonably impacted or obstructed.

SECTION FIVE Notices

All notices under this Lease Agreement shall be in writing 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/Indemnification

The City of Belfast shall indemnify and hold harmless and name Penobscot McCrum Company, its officers, agents, and employees as additional insured in respect to commercial general liability of not less than Two Million (\$2,000,000.00) for the Leased Premises.

This obligation to indemnify shall not waive any defense, immunity or limitation of liability which may be available to the City, its officers, agents or employees under the Maine Tort Claims Act pursuant to the provisions of 14 MRSA Section 8101 et seq. or any other privileges or immunities as may be provided by law. This obligation to indemnify shall only be to the extent of the City's available insurance coverage, and only to the extent of the City's negligence of the City's officers, employees, and agents.

**SECTION SEVEN
Binding Effect**

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

**SECTION EIGHT
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 NINE
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 TEN
Modification of Agreement**

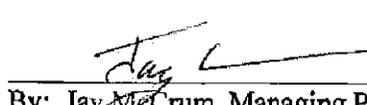
Any modification of this Lease Agreement or additional obligation assumed by any party in connection with this Lease Agreement shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party.

In witness whereof, each party to this Lease Agreement has caused this instrument to be executed at Belfast, Maine, on the date indicated below.

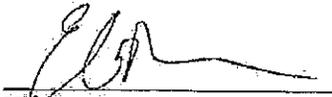
Dated this 24 day of April, 2024.


Witness

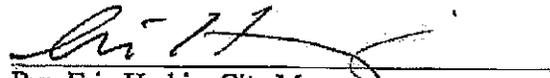
LESSOR: PENOBSCOT MCCRUM, LLC


By: Jay McCrum, Managing Partner and CEO
Duly authorized

LESSEE: CITY OF BELFAST



Witness



By: Erin Herbig, City Manager
Duly authorized

10.5



CITY OF BELFAST

131 Church Street
Belfast, Maine 04915

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

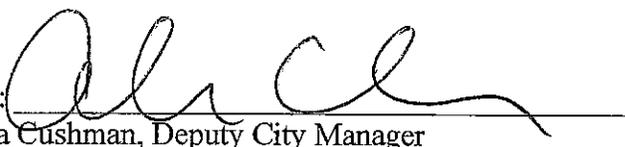
**#2 Fuel Bid
Bid Opening
May 1, 2024 at 10:00 a.m.**

Present at the opening: Erin Herbig, City Manager and Manda Cushman, Deputy City Manager

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

Maritime Energy **Bid: \$2.8675 per gallon**
234 Park St.
Rockland, ME 04841
(207) 596-0986 ext.128
Contact: Chris Seavey

R H Foster Energy **Bid: \$2.919 per gallon**
110 Mecaw Rd.
Hampden, ME 04444
(207)262-3435
Contact: Steven M. Charette

Attest: 
Manda Cushman, Deputy City Manager

Central Maine Power Co.

FAX Cover Sheet

Date: 4-10-24

To: Town of Belfast

Attn: _____

Fax: 338-6222

From: New Service

Phone: 800-750-4000

Fax: 1029-4752

Pages (plus cover sheet): 4

Subject: TRP 10301025440

Form 4501

Notification: 10301025440

CENTRAL MAINE POWER COMPANY

Work Order: 801000578221

APPLICATION FOR POLE LOCATION OR UNDERGROUND LOCATION

In the City/Town of: Belfast Maine

To the: [] City [] Town [] County of: Waldo Maine

- [x] Central Maine Power hereby applies for permission to: [] Construct and maintain poles together with attached facilities and appurtenances upon, along or across certain streets and highways in said City/Town as described below. [] Construct and maintain buried cables, conduits, manholes and handholes, together with wire and cables, transformers, cutouts, and other equipment therein, under, along, and across certain streets and highways in said City/Town as described below.

[x] Central Maine Power Company and Consolidated Communications jointly apply for permission to construct and maintain poles together with attached facilities and appurtenances upon, along or across certain streets and highways in said City/Town as described below.

- 1. Starting Point: Pole 27 (44.444435, -68.999744)
2. Road (State & CMP): SWAN LAKE AVE
3. Direction: North
4. Distance: 180 feet
5. Number of Poles: 2

- [] Overhead wires shall have a minimum clearance of 18 feet over the public highway and be constructed to conform with the requirements of the National Electric Safety Code.
[] Buried cable facilities shall be placed at a minimum depth of 36 inches under pavement and 30 inches elsewhere and be constructed to conform with the requirements of the National Electric Safety Code.

Any person, firm, or corporation to be adversely affected by this proposed location shall file a written objection with the State Department of Transportation, City, Town or County stating the cause of said objection within fourteen (14) days after the publication of this notice or ninety (90) days after installation of facilities without publication.

[] Public Notice of this application has been given by publishing the text of the same [] Not Published

In: []
On: []

CENTRAL MAINE POWER COMPANY

Consolidated Communications

By: Oliver Fenn Date: Apr 2, 2024

By: Daniella Godin Date: 04/09/2024

For Stephen Polyot
Right of Way Manager-Maine

Form 4502

Notification: 10301025440

CENTRAL MAINE POWER COMPANY

Work Order: 801000578221

SKETCH TO ACCOMPANY APPLICATION FOR POLE OR UNDERGROUND LOCATIONS

Page 1 of 1

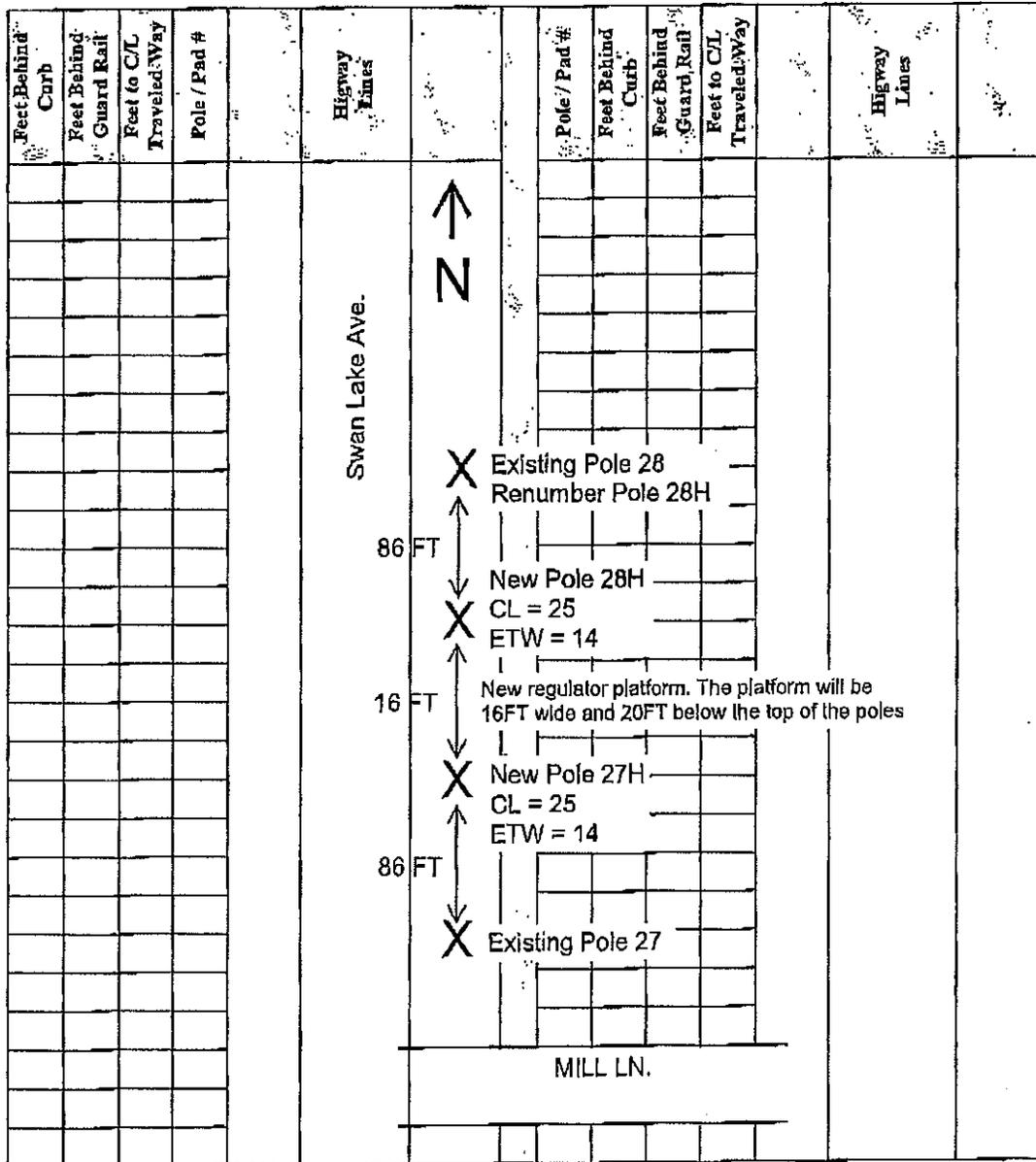
City / Town: Belfast

Date: Apr 2, 2024

Street: SWAN LAKE AVE

By: Oliver Fenn

Facilities to consist of wood poles and appurtenances with a minimum clearance of wire and cables not less than 21 feet over the public highway, and/or underground facilities to consist of buried cables, conduits, transformers and manholes for operation at 7200 volts to ground single phase. Construction to be suitable for future operation at a voltage not to exceed 22KV to ground single phase. Right-of-way limits indicated are based on the best field information available. Poles/ Pads are staked. For further information call: Oliver Fenn at Central Maine Power Company tel: (207)292-2579 Pole/Pad spans shown are approximate.



Form 4503

Notification: 10301025440
Work Order: 801000578221

LOCATION PERMIT

Upon the Application of Center Maine Power Company and Consolidated Communications

dated Apr 2, 2024, asking for permission, in accordance with law, to construct and maintain poles, buried cables, conduits, and transformers, together with attached facilities and appurtenances over, under, along or across certain highways and public roads in the location described in said application, permission is hereby given to construct, reconstruct, maintain and relocate in substantially the same location, said facilities and appurtenances in the City / Town of Belfast

approximately located as follows:

- 1. Starting Point: Pole 27 (44.444435, -68.999744)
- 2. Road (State & CMP): SWAN LAKE AVE
- 3. Direction: North
- 4. Distance: 180 feet
- 5. Number of Poles: 2

Facilities shall consist of wood poles and appurtenances with a minimum of wire and cable not less than 18 feet over the public highway and/or buried cables or conduit and appurtenances placed a minimum depth of 36 inches under pavement and 30 inches elsewhere, all in a manner conforming to the National Electric Safety Code.

By: _____
By: _____
By: _____
By: _____
By: _____
Municipal Officers

Office of the _____
Received and Recorded in Book _____, Page _____

Attest: _____
Clerk

