



CITY OF BELFAST

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MANAGER'S REPORT
Belfast City Council Meeting
Tuesday, January 7, 2025

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

7:00 p.m. Regular Council Meeting

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

FROM: Erin Herbig, City Manager

DATE: Thursday, January 2, 2025

Agenda Items:

10-A Discussion on a proposal for transitional housing in Belfast.

The Belfast Planning and Codes Department has received a proposal from the Midcoast Maine Homeless Coalition for a transitional housing facility at the United Methodist Church located at 23 Mill Lane.

As defined by the United States Housing and Urban Development (HUD), transitional housing provides temporary housing with supportive services to individuals and families experiencing homelessness with the goal of interim stability and support to successfully move toward permanent housing.

This proposed transitional housing facility, to be operated by the Midcoast Maine Homeless Coalition, is not a traditional “low barrier” emergency shelter. The difference being that transitional housing facilities require clients to sign a service and occupancy agreement.

Transitional housing is not currently a permitted use in the Belfast City Code of Ordinances and would require an ordinance amendment through the Planning Board. The City may also want to consider whether a municipal licensure should be put in place as well as performance standards which could help protect neighborhoods in which transitional housing facilities may be located and help ensure their operation does not overburden other City services.

In other municipalities, the presence of transitional housing facilities is often coupled with an uptick in required emergency services. People experiencing homelessness typically travel to municipalities with services perceived as being available, drawing in people from other communities. As many towns and cities in our region do not have their own facilities, it is important that Belfast strikes a balance between providing support for people who need it and attracting more people who need services than the City of Belfast can support.

If the City Council is supportive of such a concept in Belfast, Director Fournier recommends the Council direct the Planning Board to create an ordinance amendment based on how narrow or broad the Council determines is best for the community.

Please see the attached memo (10-A) from the Director of Planning and Codes Bub Fournier providing further detail. Director Fournier will present and answer any questions.

10-B Request by the Parks and Recreation Director to purchase recreation management software for the Parks and Recreation Department.

During review of the proposed draft 2025 Fee Policy, City staff discussed the long-range plans for managing the increasing number of Belfast Boathouse rentals, sports field reservations, and eventually, program registrations. The Parks and Recreation Department has been managing this through calendar-only software and tracking documentation via checklists and spreadsheets. This has required a significant amount of staff time in recent years.

As has been the case in other City Departments, the timing seems right to move Parks and Recreation to online reservations, as has been done with great success in Planning and Codes. Aside from increased efficiency, increased use and tracking have been beneficial.

Parks and Recreation Director Pam Salokangas recommends the software RecDesk for the City of Belfast. She had experience with this software in her former Parks and Rec position and found it to be both admin and user friendly.

RecDesk prices their software on a sliding scale. Based on the City of Belfast population size, number of software users, and projected revenue, the quoted annual software fee would be \$4,200. That fee only covers the use of the software itself. Additional fees would include charges for payment processing and EFT/ACH draft to the appropriate City bank account.

At this time, Director Salokangas is comparing two merchant accounts/processing gateways. One is World Pay (RecDesk's new processing software noted above) and one is Authorize.net, a very well-known merchant account/processing gateway. If approved by the City Council, the Director and Finance Director would choose the one that most benefits the Department and City's needs.

If approved by the City Council, the Parks and Recreation Director recommends a motion is made to authorize the City Manager and the City Treasurer to spend up to \$4,200.00 from the Undesignated Fund Balance to purchase RecDesk recreation management software for the Parks and Recreation Department.

Please see the attached memo (10-B and C) from Parks and Recreation Director Pam Salokangas detailing the request. Director Salokangas will be at the meeting to present and answer any questions.

10-C Request by the Parks and Recreation Director to approve the 2025 City of Belfast Parks and Recreation Fee Policy.

Following Council conversation, it was determined that the Belfast Parks and Recreation Department needed to update the Belfast Boathouse rental process. It was further discussed creating a City of Belfast Parks and Recreation Fee Policy that could be reviewed and updated annually.

Parks and Recreation Director Pam Salokangas put together an incredibly thorough document that represents what the Department has been doing, could and should be doing at our facilities, and what it may be doing in the near future.

Below are some of the highlighted changes to the policy:

- A Program Pricing Philosophy that includes break-even points, minimum/maximum enrollments, direct and indirect costs, resident and non-resident rates, as well as a pricing model once the department is ready to add programming options in the future.
- An expanded Sports Field Reservations policy for both the Belfast City Park and Walsh Field Recreation Area as the fields at both locations are used throughout the spring, summer, and fall seasons.
- An expanded reservations policy for the Belfast City Park Pavilion with additional clarifications to the rental policies.
- An expanded Special Events section to include the process for third-party event organizers, reminders about the timeline needed for filing applications, reviewing event layouts and parking protocols, and protocols for events with beer/liquor.

- An updated group reservation section for the Belfast City Park Pool.
- An expanded section for the Belfast Boathouse to include updated fees, a two-season schedule that includes year-round options starting in late 2025, a full listing of rental guidelines, adjusted rental hours based on patterns and successes from 2024, expanded rate categories, and updated rates.

The initial draft of this document was reviewed by the Parks, Trails, and Recreation Committee in late November and discussed at their December 12, 2024, meeting.

If approved by the City Council, the Parks and Recreation Director recommends a motion is made to approve the 2025 City of Belfast Parks and Recreation Fee Policy as presented.

Please see the attached memo (10-B and C) from Parks and Recreation Director Pam Salokangas detailing the request. Director Salokangas will be at the meeting to present and answer any questions.

10-D Presentation on a Contract Rezoning Agreement Amendment #1 at 2 Pinchy Lane Three Tides Restaurant.

The owners of Three Tides Restaurant have proposed to reconstruct the building located at 2 Pinchy Lane, Map 11 – Lot 141-B. The proposal involves review pursuant to the Contract Rezoning process in Chapter 102 Zoning for the Waterfront Mixed Use zoning districts.

In this process, the Planning Board and Intown Design Review Committee have served as advisory boards to the City Council, who will make the final decision regarding the approval of the proposed project. The Intown Design Review Committee completed their review on October 3rd and Planning Board completed their review on November 13th.

Rezoning Agreement Amendment #1 was presented for First Reading at the December 3, 2024, Regular Council Meeting. City staff are now presenting Amendment #1 for a Public Hearing, Second Reading and Council consideration.

The majority of the language within the 2020 Contract Rezoning Agreement has been maintained, but for three minor amendments:

- 1) To allow the reduced setback requirements on the western and front property lines, and
- 2) To locate a portion of the new stairs and front porch (on the southern side of the building) within the bounds of the City Harbor Walk right-of-way, and
- 3) To reaffirm the Council previous approval in 2020 to designate two public parking spaces located directly adjacent to the Front Street Pub in Belfast Yards to be handicap spaces.

No City Council action is needed for this agenda item as this is strictly a presentation regarding the proposed Contract Rezoning Agreement Amendment #1.

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

**10-E Public Hearing on a Contract Rezoning Agreement Amendment #1 at 2 Pinchy Lane
Three Tides Restaurant.**

**NOTICE OF PUBLIC HEARING
BELFAST CITY COUNCIL
THREE-TIDES CONTRACT REZONING
AGREEMENT AMENDMENT #1**

The Belfast City Council at its meeting of Tuesday, January 7th, 2025, beginning at 7:00 P.M. or as soon as practical thereafter, shall conduct a Second Reading and an accompanying public hearing on an application submitted by Daniel Waldron, for the reconstruction of the Three Tides

Restaurant building located at 2 Pinchy Lane, Map 11 - Lot 141-B. The request involves City review pursuant to the Contract Rezoning Process for the Waterfront Mixed Use 2 Zoning District and the Waterfront Development Shoreland District. This property is subject to an approved Contract Rezoning Agreement from 2020. The current proposal is a minor amendment to that approval.

The Council will consider the application and the recommendations from the Intown Design Review Committee (October 3rd) and Belfast Planning Board (November 13th), and the requirements of the City Contract Rezoning Ordinance in determining if the City should grant the requested Agreement. The Council has the authority to award or deny an Agreement at the January 7 Second Reading.

The Planning Board encourages persons who may be affected by the proposed amendments to offer comments to the Board. The Board is accepting comments in the following ways:

- 1) Submit written comments by 12 noon on January 7th, 2025 by email to directorplanning@cityofbelfast.org. This is the preferred method to submit comments.
- 2) Submit written comments by 12 noon on January 7th, 2025 by letter to: City of Belfast, Planning and Codes Dept, 131 Church Street, Belfast ME 04915.
- 3) Submit oral comments in person during the public hearing portion of the meeting.

The complete text of amendments the Board is considering can be found on the city website, www.cityofbelfast.org, reference Planning and Codes. A copy of the proposed amendments is also available for inspection in the Planning and Codes Department offices during normal business hours, 7:00am – 6:00pm, 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 persons 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 and proposed amendments (10-D, E and F) from City Planner Alexandra Sykes and Director of Code and Planning Bub Fournier explaining the request in further detail.

10-F Second Reading on a Contract Rezoning Agreement Amendment #1 at 2 Pinchy Lane Three Tides Restaurant.

This is a Second Reading, the First Reading was held at the Regular City Council Meeting of December 3, 2024. At this time, the City Council may discuss, amend, table, or approve the Second Reading of the proposed Contract Rezoning Agreement Amendment #1.

If approved by the City Council, City Planner Alexandra Sykes recommends that a motion is made to approve the Second Reading of the proposed Contract Rezoning Agreement Amendment #1 as presented.

Please see the attached memo and proposed amendments (10-D, E and F) from City Planner Alexandra Sykes and Director of Code and Planning Bub Fournier explaining the request in further detail. Planner Sykes and Director Fournier and applicant Daniel Waldron will be at the meeting to present and answer Council questions.

10-G Request by the Cemetery Superintendent to authorize the sale of the former cemetery records safe.

Following the completion and dedication of the Grove Cemetery Chapel in 1917, Belfast Mayor Edgar F. Hanson donated a safe to be used by the Cemetery Superintendent for storing records. The safe has not been used by the Cemetery Department for decades, nor are any records currently stored.

The safe measures 5 feet high, 36 inches deep and 36 inches wide. The combination is unknown. There is a concern that the weight of the safe is causing structural damage to the floor beneath it.

If approved by the City Council, the Cemetery Trustees and the Cemetery Superintendent recommend a motion to be made to direct City staff to proceed in authorizing the sale of the safe.

Please see the attached memo and photo (10-G) from the Cemetery Trustees detailing the request. Superintendent Wilcox will be at the meeting to present and answer any questions.

10-H Signing of Council Orders

Earlier this week, we received notice from Governor Janet Mills that in accordance with a directive of President Biden, the United States and State of Maine flags be lowered to half-staff statewide in honor of former President Jimmy Carter, who passed away on Sunday, December 29th, 2024.

Per the President's proclamation and pursuant to U.S. Code (4 U.S.C. 7m), flags will be flown at half-staff for a period of 30 days from the death of the former president and are to be returned to full staff at sunset on Tuesday, January 28, 2025.

Former President Jimmy Carter dedicated his life to service well beyond his years as US President. This work was conducted primarily through the Carter Center, which he established with his wife and former first lady, Rosalynn. The Carters traveled to developing countries to monitor elections, help build democratic institutions, lobby for victims of human rights abuses and spearhead efforts to eradicate diseases.

Here at home, they could be found on construction sites building homes for the disadvantaged with the nonprofit organization Habitat for Humanity.

He was awarded the Nobel Peace Prize in 2002 for his human rights work around the world. In his Nobel acceptance speech, former President Carter said, 'God gives us the capacity for choice. We can choose to alleviate suffering. We can choose to work together for peace.'

Former President Carter showed over the course of his lifetime the positive impact one can make in the world and in one's own community for the betterment of so many. May he rest in peace.

**City of Belfast
Consent Agenda
Tuesday, January 7, 2025
Meeting #13**

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

9) Permits, Petitions and Licenses - Consent Agenda

- A. Request to approve an application for a Special Amusement Permit for Jim Boulier d/b/s the Belfast Curling Club for Live Music, DJ, Karaoke, all Live Entertainment, and dancing at 211 Belmont Ave., Belfast, Maine, interior and exterior.**

Motion to approve a new application for a Special Amusement Permit for Jim Boulier d/b/s the Belfast Curling Club for Live Music, DJ, Karaoke, all Live Entertainment, and dancing at 211 Belmont Ave., Belfast, Maine, interior and exterior.

- B. Request to approve an application by Nautilus Seafood and Grill d/b/a Nautilus Seafood and Grill located at 3 Main Street, Belfast, Maine for a renewal Malt, Spirituous and Vinous liquor license.**

Motion to approve an application by Nautilus Seafood and Grill d/b/a Nautilus Seafood and Grill located at 3 Main Street, Belfast, Maine for a renewal Malt, Spirituous and Vinous liquor license.

- C. Request to approve a parade application by Chad Otis, Justin Reynolds and Walter Ash representing Shriners International (Anah Temple) for the 2025 Anah Ceremonial Parade on Saturday, June 21, 2025, starting at the Washington Street Parking Lot at 1:30 p.m. and ending at the Waldo County Shrine Club.**

Motion to approve a parade application by Chad Otis, Justin Reynolds and Walter Ash representing Shriners International (Anah Temple) for the 2025 Anah Ceremonial Parade on Saturday, June 21, 2025, starting at the Washington Street Parking Lot at 1:30 p.m. and ending at the Waldo County Shrine Club.

10.A



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

MEMORANDUM

DATE: December 30, 2024

TO: Belfast Mayor, City Councilors, City Manager

FROM: Bub Fournier, Director of Planning and Codes Department

RE: Proposal for Transitional Housing facility in Belfast

Background Information:

The Belfast Planning and Codes Department has received the enclosed written proposal from the Midcoast Maine Homeless Coalition for a Transitional Housing facility at the United Methodist Church located at 23 Mill Lane. Transitional Housing provides temporary housing with supportive services to individuals and families experiencing homelessness with the goal of interim stability and support to successfully move to and maintain permanent housing, according to the United States Housing and Urban Development (HUD) definition.

Traditionally, the number of people who can't find adequate housing is very difficult to estimate. Planning for transitional housing solutions requires a comprehensive process of identifying the target population, selecting a suitable location, designing the transitional housing structure, developing support services, setting clear eligibility criteria, and creating a structured plan for transitioning residents into permanent housing, all while considering local needs and funding sources. More recently, a perfect storm comprised of the current housing shortages, escalating prices for people's everyday necessities and other socioeconomic challenges have all contributed to an uptick in the need to provide shelter for families in the Belfast area and elsewhere.

The City of Belfast has referred people who are experiencing homelessness to services through WaldoCAP, Volunteers of America and other organizations for case management. General Assistance can typically help with funding for food, clothing and housing for Belfast residents if they qualify. General Assistance cannot place people in housing or provide assistance in that regard.

This particular proposed Transitional Housing facility, to be operated by the Midcoast Maine Homeless Coalition, is not a traditional “low barrier” emergency shelter. The difference being that Transitional Housing facilities require clients to sign a service and occupancy agreement. The agreement may stipulate which service providers may be affiliated with the Transitional Housing organization, eligibility requirements and the 24 month limit on stays in the facility.

Transitional Housing and homeless shelters are not currently allowed as a use in the Belfast City Code of Ordinances. In order to consider allowing Transitional Housing as an approved Use in the City Ordinance, the Planning Board would need to determine the definition of this use. In the proposal, the definition comes from HUD and specifically excludes homeless shelters. Currently, the City’s Ordinance allows “Owner-occupied boarding or owner-occupied lodging house with 4 or more borders or lodgers” in several zoning districts. This currently allowed use should be defined as well as “Transitional Housing” and “homeless shelters”. The current practice of utilizing motels as a “temporary” solution for housing insecurity has led to problems as well, and the Board may wish to consider redefining “hotels and motels” as well to clarify their use.

The Planning Board would also need to determine where this Use would be best located in the City. Access to services would need to be readily available for these community members who are trying to establish a long-term solution to their housing needs. Services should be within walking distance. The location preferred in the proposal is currently in the Outside Rural 2 zoning district, which does not allow many uses other than residential and agricultural, thus the requested zone change to the immediately adjacent Searsport Avenue Commercial zoning district. Clearly such a Use is not appropriate in remote rural corners of the City where clientele wouldn’t have access to services.

Many City’s that allow Transitional Housing and/or homeless shelters require Applicant’s to obtain licensure from the municipality so that basic life safety codes and other necessary standards can be verified. There is no such State license program. Belfast may also wish to develop performance standards that the Planning Board may apply to any Site Plan and Use permit reviews. This would give the Board, the Code Enforcement Officer and other City staff the tools to ensure safe operation of any proposed Transitional Housing facilities. City licensure could help protect neighborhoods in which Transitional Housing facilities may be located and help ensure their operation does not overburden other City services. In other municipalities, the presence of Transitional Housing facilities is often coupled with an uptick in required emergency services in particular. People experiencing housing insecurity may travel to municipalities with services they can rely on, however the screening process in this particular proposal may dampen that effect somewhat. It does not appear that clientele could expect to arrive in the Belfast area and be accommodated by the proposed facility, however additional facilities with a more traditional “low barrier” system could become a draw to people in other communities. People experiencing homelessness often rely on regional support, as many towns and cities don’t have their own facilities. It is important to strike a balance between providing support for people who need it and attracting more people who need services than the City of Belfast can support.

It’s also important to note that the proposed Transitional Housing facility would be located in a mixed-use building that currently has a Church and daycare. The building code requires fire separation of the proposed use from other uses, as well as a full sprinkler system. The

Board may wish to discuss the benefits of allowing the proposed use to occur as a standalone or mixed-use configuration. This may be especially important in regard to the idea of “day space” for clients to utilize. The proposal submitted does not describe how the facility may be used throughout the day while other uses occur on the site. The proposal includes a limit on the number of families and occupants, and the City may wish to discuss options in this regard as well. Some municipalities have also limited the number of facilities within their boundaries or require a certain amount of distance between similar facilities.

The Belfast Planning Board is best suited to hammer out the details of any potential Ordinance Amendment that would support the proposal as written and as other City officials see fit. If the Planning Board were to undertake such a campaign, they would need at least two meetings plus a public hearing before any Council consideration on draft Ordinance Amendments could occur.

Requested Action: I request that the City Council allow me to present the proposal that was submitted for a Transitional Housing facility on Mill Lane. I request that the Council discuss their position on moving the proposal forward through the Ordinance Amendment process and consider directing staff on how they wish to proceed.

Transitional Housing Proposal

The MidCoast Maine Homeless Coalition (formerly known as Family Promise of MidCoast Maine) requests an ordinance change in order to operate a small transitional housing program on the lower level of the United Methodist Church on Mill Lane in East Belfast.

Currently the City of Belfast does not have a code enforcement category for transitional housing for families who are unhoused. When first exploring siting this program, Code Enforcement proposed putting it in the category of shelters or boarding homes. However, by definition, neither describes the proposed program (see HUD definitions below). Therefore, the MidCoast Maine Homeless Coalition (MMHC) is requesting the category of Transitional Housing as defined by HUD be added to code enforcement in the City of Belfast. MMHC is also requesting that there be a zoning district change to include the Methodist Church on Mill Lane in the Searsport Avenue Commercial District.

Program Description: The proposed program would provide food, lodging and supportive services to three or four families, a maximum of fifteen individuals at any time, experiencing homelessness. The intent of the program is to provide families with interim stability and support in order to successfully find, move into, and maintain permanent housing.

Please note, this is not an emergency shelter. The program will follow federal HUD guidelines for transitional housing programs. All families will be screened before entering the program and required to sign a service and occupancy agreement that will include following through with case management (to be provided by WCAP per a signed memorandum of understanding) and, as appropriate, mental health and/or substance abuse counseling. Participants will also, depending on the assessed needs of the family, be connected for additional services, including employment counseling and/or training, financial and budgeting assistance, and parenting skills. All families will be provided with housing search assistance through WCAP. As appropriate, children will be enrolled in local Head Start programs or supported in continuing with the Belfast School System in compliance with the Federal McKinney-Vento program for homeless students. Most parents will be working or engaged in training programs.

Following the national model developed by the Family Promise organization, most families are expected to achieve their housing goals within four to five months, in turn, freeing up space for additional families.

The facility will have round the clock supervision provided either by staff or volunteers. MMHC has been working with local GBAM churches to engage their support in addressing the homelessness problem here in Waldo County and to recruit potential volunteers, including the Unitarian Universalist Church of Belfast, St. Margaret's Episcopal Church, St. Francis of Assisi Roman Catholic Church, First Church of Belfast, the United Methodist Church of Belfast, First Baptist Church, and the Christian Church of Lincolntonville. We expect additional support and/or volunteers from other local churches and, based on preliminary conversations, Volunteers of

America, the Belfast Soup Kitchen, and the GBAM Food Cupboard. Following the Family Promise model, each church or organization will provide food and volunteers for a given week, with staff and volunteers covering as needed so that there are always at least two people present at all times.

Site Description: The approx. 2500 sq ft rental space in the lower level of the church is divided as follows: one large common room for shared dining and recreation; three large rooms, each of which would provide overnight and storage space for one family; three bathrooms, one with a shower, another that is partially plumbed for an additional shower and the third is off of one of the rooms a family would use and laundry facilities would also be put into one of the larger bathrooms; a kitchen; plus an area that can be used for office space and counseling. The program site has a separate entrance which is easily accessible for vehicles and for school busses, plus its own playground. The space is ADA accessible, has sprinklers and is inspected regularly by Code Enforcement for safety regulations.

Proposed Budget:

Cash Income

Individuals/Congregations	\$50,000
Corporations	\$10,000
Foundations	\$65,000
Civic Organizations	\$12,000
Special Events	\$36,850

In-Kind Income

Volunteers	\$613,200
Meals	\$35,000
Maintenance	\$4,500

Total Cash Income \$178,850

Total In-Kind Income \$652,700

Total Income	\$831,550
Expenses:	
Equipment	\$3,000
Rent & Utilities	\$26,400
Insurance (D & O, Liability, Corporate)	\$3,500
Accounting/Payroll	\$1,500
Background Checks	\$750
Supplies	\$4,000
Printing/Copying/Postage	\$3,500
Technology	\$4,500
Staff Salaries & Expenses	
Executive Director (half-time)	\$30,000
Case Manager (half-time)	\$20,000
Taxes	\$5,438
Health Insurance	\$6,000
Worker's Comp	\$3,000
Exec. Director Cell Phone	\$600
Direct Guest Expenses	\$10,000
Total Expenses	\$122,188

HUD Definitions:

TRANSITIONAL HOUSING (TH) provides temporary housing with supportive services to individuals and families experiencing homelessness with the goal of interim stability and support to successfully move to and maintain permanent housing.

EMERGENCY SHELTER any facility, the primary purpose of which is to provide temporary or transitional shelter for the homeless in general or for specific populations of the homeless. The US Department of Housing and Urban Development (HUD) defines an emergency shelter as a facility that offers temporary or transitional housing for the homeless. Emergency shelters do not require occupants to sign leases or occupancy agreements.

According to HUD, a boarding house is a for-profit co-living option that is run by a private company. A boarding house is a house where lodgers pay to rent a room or rooms, and may receive meals and other services.

COMMERCIAL LEASE AGREEMENT

This Lease is made this _____ day of _____ (Month), _____ (Year) by and between Belfast United Methodist Church (hereinafter "Landlord") and MIDCOAST Homeless Coalition (hereinafter "Tenant"). In consideration for the mutual promises and covenants contained herein, and for other good and valuable consideration, the parties hereby agree as follows:

1. The Landlord leases to the Tenant, and the Tenant rents from the Landlord the following described premises:

Approx. 2500 SF of lower level of church building (Per attached plan)

2. The term of the Lease shall be for 12 months commencing _____ and ending _____.

3. The Tenant shall pay to Landlord as rent \$ _____ per year in equal monthly installments of \$ 200.00 payable in advance 1st of each month (Time Period).

4. This Lease is subject to all present or future mortgages affecting the premises.

5. Tenant shall use and occupy the premises only as a Transitional Housing Program (Tenant Rental Status) subject at all times to the approval of the Landlord.

6. The Tenant shall not make any alterations, additions or improvements to the premises without the prior written consent of the Landlord.

7. The Landlord, at his own expense, shall furnish the following utilities or amenities for the benefit of the Tenant:

Heat, electric hot & cold water, basic WIFI connection, trash dumpster, snow removal of parking lot, off street parking, playground

8. The Tenant, at his own expense, shall furnish the following:

Any other expense not mentioned in #7 to create a transitional housing program for up to 15 individuals.

9. The Tenant shall purchase at his own expense public liability insurance in the amount of \$ 1,000,000.00 as well as fire and hazard insurance in the amount of \$ 12,000.00 for the premises and shall provide satisfactory evidence thereof to the Landlord and shall continue same in force and effect throughout the Lease term hereof.

10. The Tenant shall not permit or commit waste to the premises.

11. The Tenant shall comply with all rules, regulations, ordinances codes and laws of all governmental agencies.

12. The Tenant shall not permit or engage in any activity that will effect an increase in the rate of insurance for the Building in which the premises is contained nor shall the Tenant permit or commit any nuisance thereon.

13. The Tenant shall not sublet or assign the premises nor allow any other person or business to use or occupy the premises without the prior written consent of the Landlord, which consent may not be unreasonably withheld.

14. At the end of the term of this Lease, the Tenant shall surrender and deliver up the premises in the same condition (subject to any additions, alterations or improvements, if any) as presently exists, reasonable wear and tear excluded.

15. Upon default in any term or condition of this Lease, the Landlord shall have the right to undertake any or all other remedies permitted by Law.

16. This Lease shall be binding upon, and inure to the benefit of, the parties, their heirs, successors, and assigns.

Signed this _____ day of _____ (Month) _____ (Year).

Tenant

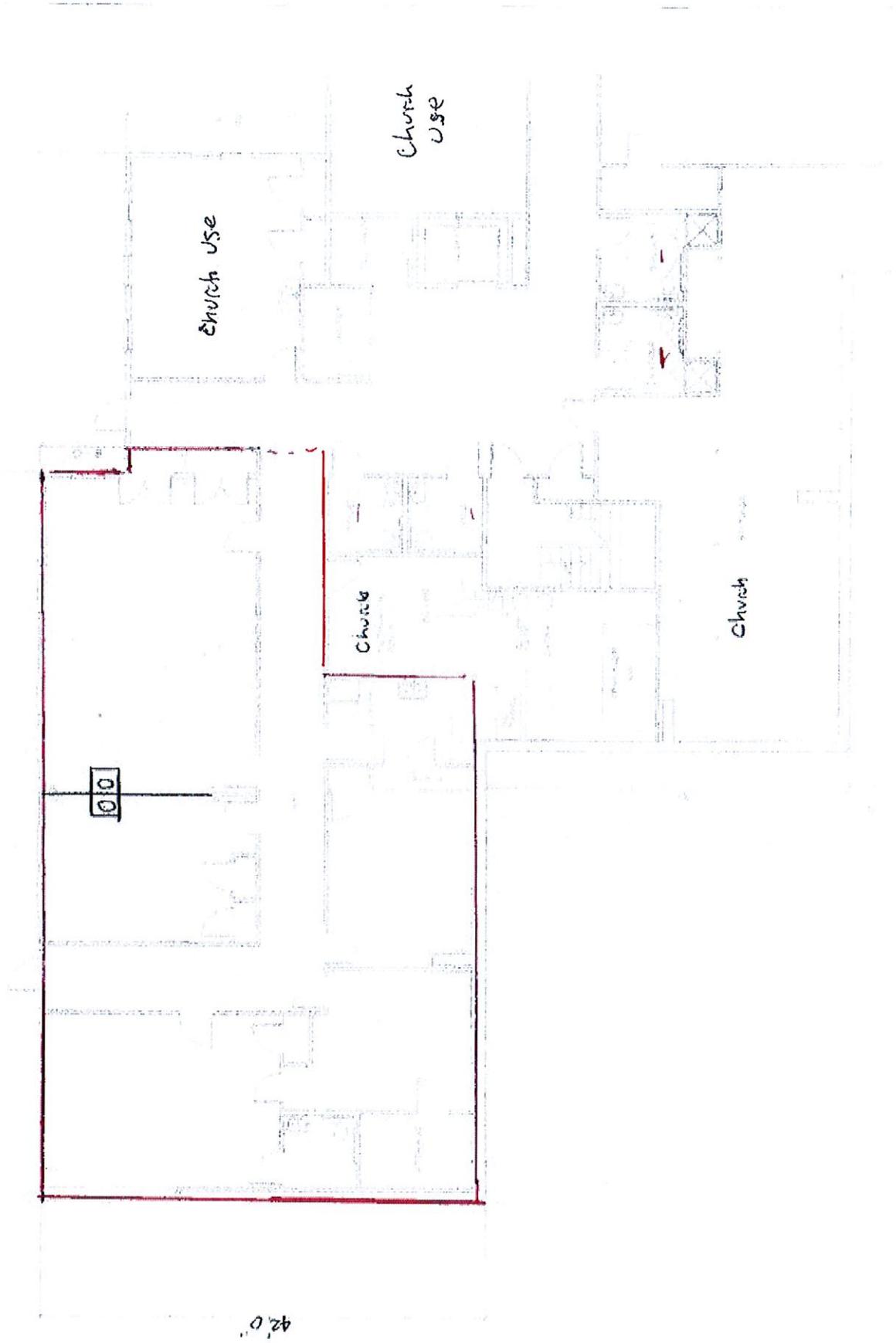
Landlord

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http://www.northbaybiz.com/General_Articles/General_Articles/Sample_Commercial_Lease_Agreement.php

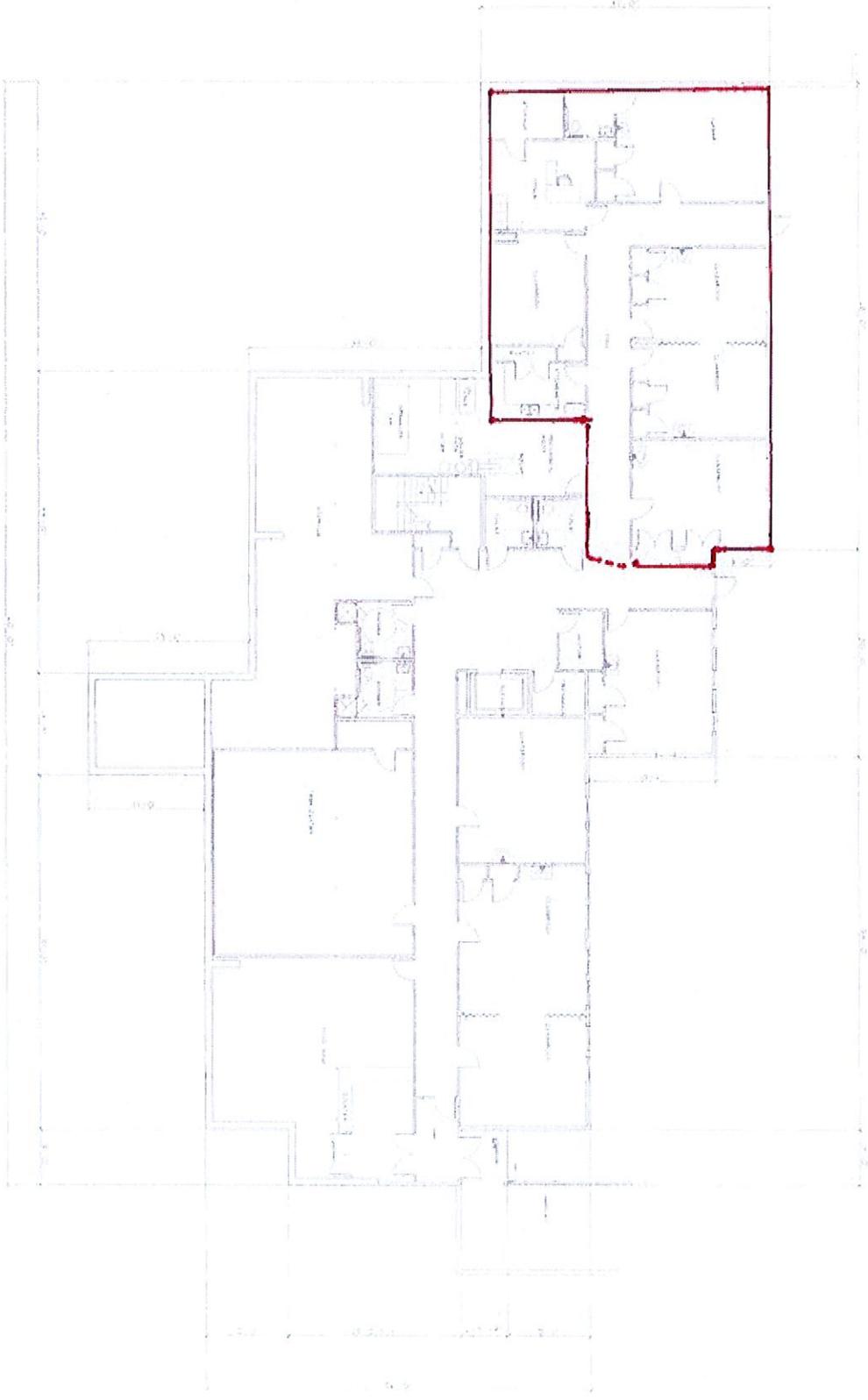
"As built" Floor Plan

68'-0"



42'-0"

DOCCS IN ENTRY
STAIRWAY TRAVEL



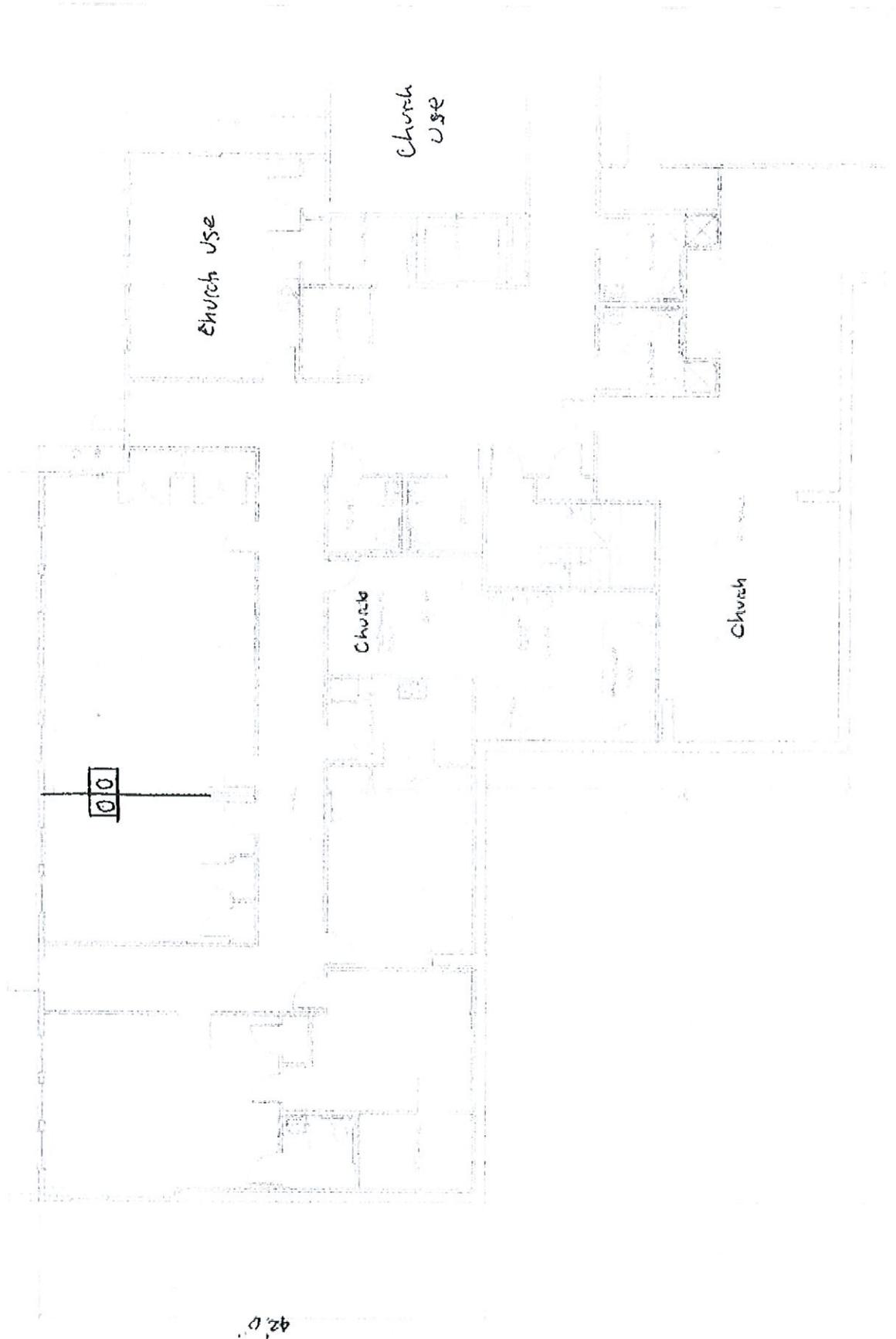
Lower Level



NO.	DATE	REVISIONS
1	11/10/00	ISSUED FOR PERMITTING
2	11/10/00	ISSUED FOR CONSTRUCTION
3	11/10/00	ISSUED FOR RECORD

"As built" Floor Plan

68'0"

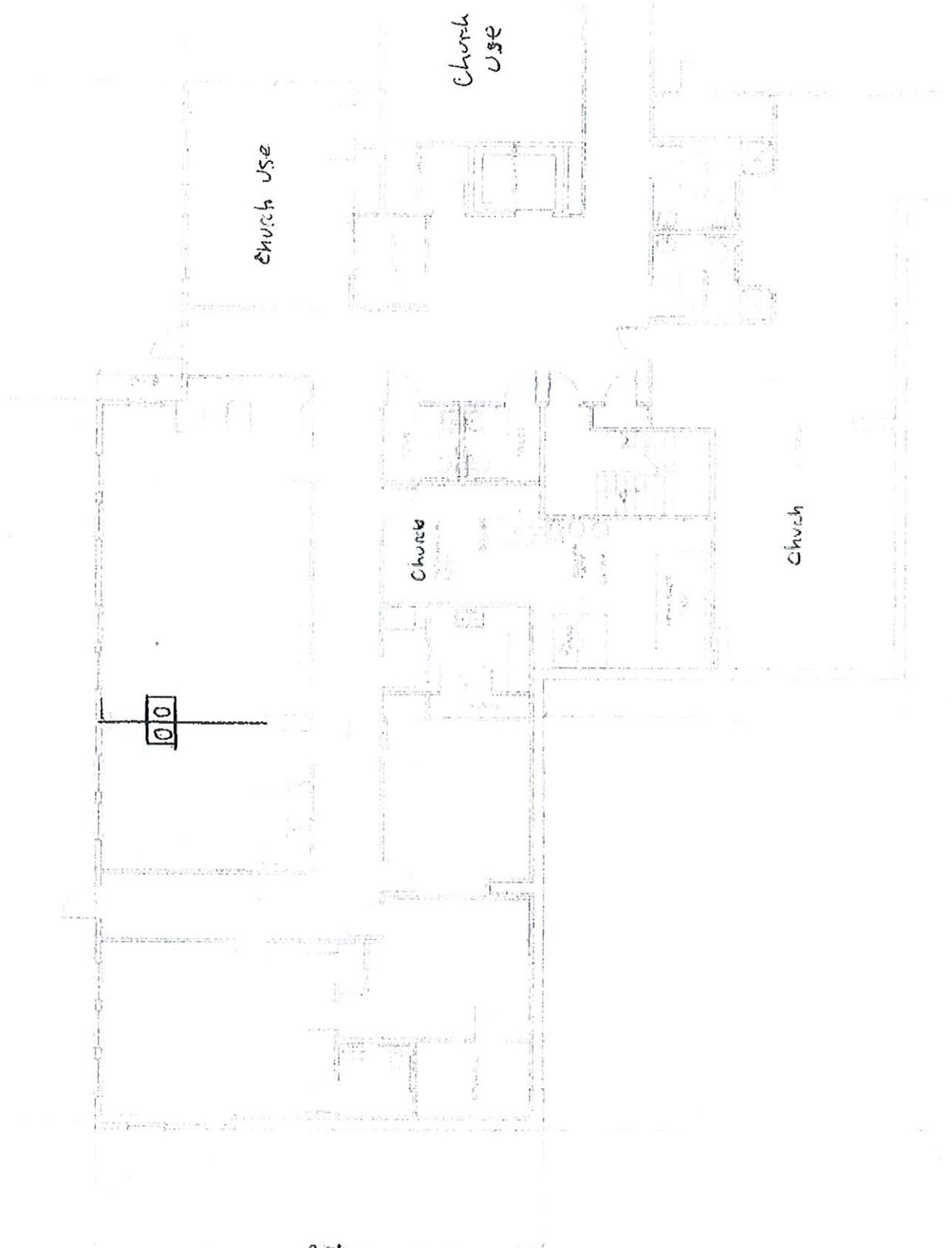


42'0"

"As built" Floor Plan

68'-0"

42'-0"





DONNA M. KELLEY, LCSW
President & CEO

October 16, 2024

RE: Letter of Partnership and Support for Family Promise Mid Coast Maine Transitional Housing

To Whom It May Concern:

Please accept this letter in support of Family Promise Mid Coast Maine's Transitional Housing Program. Family Promise MidCoast Maine (FPMM) and Waldo Community Action Partners (WCAP) has worked collaboratively over the last year through the implementation of a Homeless Prevention Working Group. The group engages local providers to share and maximize limited resources in an ever-increasing demand for services and support. I have worked with WCAP for 6 years and prior to that I spent 30 years in Behavioral Health with a specialty in housing, community services, and homeless services. I have lived in Waldo County since the early 1980s and understand the needs this project will work to address in our rural community and the positive impact it will have on the families it will serve.

Waldo Community Action Partners (WCAP) works with Waldo County communities to address poverty through a wide variety of programs, such as Head Start, fuel assistance, transportation, case management and homeless services, and housing improvements. While WCAP offers an array of services in support of housing needs and stability there remains a shortage of affordable housing across the county, and a growing housing instability and homeless need in our community. We are pleased to partner and support FPMM in bringing a much-needed Transitional Housing option for Families in need.

In partnership WCAP offers the following in support of FPMM's new Transitional Housing Program for families including homeless outreach, Coordinated Entry Assessment, housing navigation and stabilization supports, and case management or Whole Family Services. Services target low-income households to aid with ongoing stability, skills building, and support leading to economic stability. Our full complement of services noted above will also be available including access to transportation supports and Head Start and Early Head Start.

The new Transitional Housing Program will benefit Waldo County families struggling with housing instability and will lead to improved access and coordinated services in our rural area, promoting stability, and opportunity for families with children. WCAP sees this as an important project for Waldo County which speaks to WCAP's mission: "empowering families, individuals, and communities by removing barriers, promoting economic stability, and improving quality of life."

Sincerely,

A handwritten signature in blue ink that reads "Donna M. Kelley".

Donna M. Kelley, LCSW
President and CEO



GREATER BAY AREA MINISTERIUM

Tuesday, April 19, 2022
Noon-2:00pm (ZOOM)

MINUTES

ACTION ITEMS:

1. Steve will call a meeting together to plan a Taizé service.
2. Steve will share flyer for Habitat for Humanity fundraiser as soon as it is available.
3. Bob is going to convene a meeting of those who were willing to be on the leadership team.
Amy, Dianne, Julie from GBAM and Kathy Muzzy from UUCB.

In attendance: Jean Ashland, Convener, Amy Fiorilli, Secretary, Bob Johansen, Steve Alspach, Jean Goldfine, Kate Winters, Joel Krueger, Dianne Smith, Julie Daley

Reported absences: Seong-moon Ahn, Don Pan

Personal Check in

Devotional: Offered by Amy. Where do you encounter the holy? Song: Planting Seeds by Daniel Nahmod

Review written reports:

- **Review of March Minutes** – Minutes were accepted as revised.
- **Treasurer's Report** – See attached from Ray, our Treasurer.
- **General Assistance Report** – Dianne reported that the types of requests are changing. Camp tuition, Hannaford cards, car window repair, heat...it's an interesting turn and raises questions of why? Are people getting their needs met elsewhere? How has the population changed? What could this mean for our future giving? Bob reminded us that there is more governmental support still available because of COVID relief
- **Food Cupboard Update** – Please see attached from Don Pan
- **Waldo County Recovery Committee Update** - Jean Ashland sent us two fliers of upcoming event.

12:45 Old Business

- **We reviewed action items from previous meeting:** Items had been completed or were no longer required.
 - Amy will put on FB March 27th First Church 1pm Vigil for Ukraine. Do other churches want to alternate Sundays at 1pm?
 - Amy will put on FB Monroe Church tomorrow March 16th evening at 6pm Vigil.

- Jean will send out the contact information for the marketing/media relations person at WCGH.
- Amy will send a link to TRJ article.
- RJ Article 2022 April: Jean Ashland has agreed to write a column: cultivating compassion for ourselves and others
- Joel will reach out to other GBAM churches about additional vigil offerings for Ukraine, perhaps additional Sundays at 1pm

- **GBAM Newspaper Column for the Republican Journal: Journey of the Spirit**

- Celebrate April column by Jean Ashland on compassion
 - [Compassion Article April 2022](#) Amy posted it on our GBAM FB Page.
- 2022 May: Jean A. confirmed that Al Boyce has agreed to write the May column
Procedure: Due the 1st Friday of the month. Include a short byline. (No Headshot)
Length: 600-800 words. Email copy to Sarah Reynolds. She will include our





- Jean will send out the contact information for the marketing/media relations person at WCGH.
- Amy will send a link to TRJ article.
- RJ Article 2022 April: Jean Ashland has agreed to write a column: cultivating compassion for ourselves and others
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 - 2022 May: Jean A. confirmed that Al Boyce has agreed to write the May column Procedure: Due the 1st Friday of the month. Include a short byline. (No Headshot) Length: 600-800 words. Email copy to Sarah Reynolds. She will include our GBAM facebook link, phone contact, and abbreviated GBAM vision statement.
- Ministerium Logo updates – Dianne is working with graphic artist who hasn't yet given us options. Dianne will keep following up with him.
- Lenten Noontime series- review: Folks that attended and/or were part of the meetings shared that the series went well. Good attendance but fewer than in person. The sharing was moving and done well.
- Taize planning for this spring – Steve is wondering if holding it on Pentecost which is June 5th. Steve will call a planning meeting together.
- Ipm -New Business
 - Homelessness (Steve, Bob)
 - Family Promise Model – Bob gave information about FP and the attendance at Community meetings indicating widespread support. He's been in continued conversation with Carolyn Gordon. The group had a long conversation about GBAM's role in this initiative and Bob is going to convene a meeting of those who were willing to be on the leadership team. Amy, Dianne, Julie from GBAM and Kathy Muzzy from UUCB.
 - Habitat for Humanity Project – Steve has a PDF flyer of an upcoming event that he'll share with us as soon as he gets it. A fundraiser that's been well received and attended in the past. There's another one in August where artists will paint outdoor scenes and then auction them off. Also, there has been progress with getting the permits for the RESTORE project which is great news.
 - How is GBAM going and what do we dream for ourselves? What is one way we are each living our GBAM vision? What is one obstacle that gets in the way? Jean
 - *Current Vision: As an interfaith group, the Greater Bay Area Ministerium envisions a world in which faith unites, rather than divides people. We invite community religious leaders to gather together for fellowship and collegial support; to bring worship and spiritual opportunities to our community; to develop, honor, and preserve varied faith traditions; and to strengthen and*

support our community in calling the world to accountability, generosity and peace.

We did not have time to discuss this topic.

- Renewal and Reflection on the spirit: How is our faith supporting and guiding us at this time? What deeper questions are we asking?

We did not have time to discuss this topic.

Next Meeting: Tuesday May 17 at noon-2pm at the UU Church of Belfast



10.B+C



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: December 30, 2024
RE: Parks and Recreation Fee Policy & Recreation Software

The City of Belfast Parks and Recreation Department is presenting the following topics for Belfast City Council's review and discussion.

10.C

Parks and Recreation Department's 2025 Fee Policy

It was determined in early 2024 that the Belfast Parks and Recreation Department needed to update the Belfast Boathouse rental process to include the fee schedule; it was also determined that all fees and policies should be together in one fee policy and that the resulting fee policy should be approved on an annual basis.

Therefore, the 2025 Fee Policy draft includes fees for current operations as well as future opportunities that may not yet exist at this time. Additionally, in review of the Belfast Boathouse's operational year, adjustments have been made to the rental process as well as the fee structure, seasons, and the rules and regulations have been clarified.

I reviewed all operations for park rentals and events alongside the Belfast Boathouse rental program, to include what the department could and should be providing at our facilities, and I made several suggestions to streamline the policies and update the fees. Below are some of the highlights from 2025 Fee Policy:

- A Program Pricing Philosophy that includes break-even points, minimum/maximum enrollments, direct and indirect costs, resident and non-resident rates, as well as a pricing model once the department is ready to add programming options in the future.
- An expanded Sports Field Reservations policy for both the Belfast City Park and Walsh Field Recreation Area as the fields at both locations are used throughout the spring, summer, and fall seasons.
- An expanded reservations policy for the Belfast City Park Pavilion with additional clarifications to the rental policies.





CITY OF BELFAST

131 Church Street
Belfast, Maine 04915

Memo to City Manager Herbig

December 30, 2024

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- An expanded Special Events section to include the process for third-party event organizers, reminders about the timeline needed for filing applications, reviewing event layouts and parking protocols, and protocols for events with beer/liquor.
- An updated group reservation section for the Belfast City Park Pool.
- An expanded section for the Belfast Boathouse to include updated fees, a two-season schedule that includes year-round options starting in late 2025, a full listing of rental guidelines, adjusted rental hours based on patterns and successes from 2024, expanded rate categories, and updated rates.

The initial draft of this document was reviewed by the Parks, Trails, and Recreation Committee in late November and discussed at their December 12, 2024, meeting. Additionally, City Administration staff reviewed and discussed this draft document and served as a sounding board for policy information. The version provided to City Council is the third and final draft.

The document is intended to be reviewed each year to ensure that operationally the policies, procedures, and fees make sense and are functioning as intended. From this point forward, the intent is to bring forth suggested updates or changes only to the Parks, Trails, and Recreation Committee and the City Council.

10.B

Recreation Software

During the City Administration review of the 2025 Fee Policy, the team discussed the long-range plans for managing the increasing number of Belfast Boathouse rentals, sports field reservations, and eventually, program registrations. The department has been managing this through calendar-only software and tracking documentation via checklists and spreadsheets.

The group discussed recreation software and what products are available in the market today, and I was asked to bring back some pricing for a product that I would recommend. In 2018-2019, my former agency went through a deep search for replacement software—a software system that would allow for program registrations, rental processing, facility reservations, Point-of-Sale (POS) opportunities, membership options (i.e., pool passes, senior center cards), online waiver acknowledgements plus the option for other forms to be completed electronically, and financial and general reporting. After testing, interviewing, and pricing six different software modules, we chose RecDesk, and I recommend this product for Belfast Parks and Recreation as well. RecDesk prices their software on a sliding scale which is based on your population service area, approximated annual revenue, and number of system users, which allows this software to be accessible financially by many.





CITY OF BELFAST

131 Church Street
Belfast, Maine 04915

Memo to City Manager Herbig
December 30, 2024
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RecDesk provides the following solutions:

- Cloud-based software that has a very user-friendly customer portal and a very intuitive system for employee use. SOC 2 used to secure customer data on five trust service principles: security, availability, processing integrity, confidentiality, and privacy.
- Customer-service that is ranked one of the best in the recreation software industry.
- Cost-effective options to include FlexForms, FlexCalendar, and FlexSchedule (new and improved since 2018-2019), and a customer-friendly mobile version.
- PCI Compliant options for credit card processing within the software, and with options to use a third-party processor.
 - Options: Utilize RecDesk’s WorldPay, LCC payment processing and EFT/ACH draft to City of Belfast Bank, or choose a third-party processor of our own.
- Texting and Email Communication Tools for customer base.

Based on our population size, number of software users, and projected revenue, our quoted annual software fee would be \$4,200. That fee only covers the use of the software itself.

Additional fees would include charges for payment processing and EFT/ACH draft to the appropriate city bank account. At this time, we are comparing two merchant accounts/processing gateways. One is World Pay (RecDesk’s new processing software noted above) and one is Authorize.net, a very well-known merchant account/processing gateway. Below is a summary of fees:

Vendor	Basic Fees (other fees are charged for e-checks, chargebacks, etc.)
WorldPay (RecDesk-owned)	3.25% + \$0.25 per transaction \$25/month gateway fee <i>*promotional 2.99% may be available (awaiting more info.)</i> Includes MC/Visa/Discover/AMEX
Authorize.net	2.99% + \$0.30 per transaction \$25/month gateway fee Includes MC/Visa/Discover/AMEX/PayPal

It is important to note that per the 2025 Fee Policy, all credit card fees are paid by the resident, and not absorbed by the City. This is also the process used by the City Clerk’s office when processing within the Trio software.



Belfast Parks and Recreation

Belfast, ME

rec desk

Better by Design. Simple by Nature.

**The Leader in Easy To Use
Recreation Management Software**

12/9/24

Quote valid for 30 days

Why is RecDesk the right solution?

The viability and sustainability of your software solution will be highly dependent on ease of use. Recruiting, retaining, and training staff is getting more difficult in parks and recreation. We need to be mindful of this trend. It's a new generation of employees that has grown up using social media, texting, and using technology that's intuitive and requires no training. For this reason, RecDesk is uniquely qualified to serve the parks and recreation industry both now, and into the future. Ease of use may be the most important "must-have" feature on your list of requirements.

The impact of ease-of-use on both staff and patrons. Your organization will enjoy rapid adoption rates among staff, faster training, greater utilization, lower support costs, and improved employee morale. For residents, ease of use and a mobile-friendly application will drive self-service, increase participation and improve customer satisfaction. And when you have happy customers and happy employees, you can focus on building a community.

Independent, private ownership and complete dedication to parks and recreation software means customers come first. Period. No boardroom of wealthy investors dictates or even influences any RecDesk decision because there is none. No other competitor has been as dedicated or disciplined in building, enhancing, and maintaining "ease of use" for their end users. In the end, RecDesk customers feel valued, heard, and appreciated because RecDesk puts them first.

And while ease-of-use is the springboard to success, we shouldn't forget to mention industry-best customer service. For example, over the past 90 days, RecDesk Customer Success Managers have responded to "initial calls" in less than 1 hour—nearly 70% of the time! This level of service is rare. The RecDesk experience is simply the best in the industry and we invite you to enjoy it.



The Leader in Easy To Use Recreation Management Software

Features

By leveraging cloud-based technologies and platforms for both solution implementation and support, we're able to provide not only a full-featured and highly reliable solution but also a very cost-effective one.

In addition to cost-effectiveness, RecDesk has recently released innovative and exclusive features that uniquely meet the current demands of our customers. The first is our suite of flex products including *FlexForms*, *FlexCalendar*, and *Flex Scheduler* as well as the revolutionary *CRM+* which we released to our entire customer base.

FlexForms	FlexCalendar	FlexScheduler
<p>The industry's first and most advanced fully integrated electronic forms solution. <i>FlexForms</i> allow you to re-create any paper-based form and directly integrate it into your registration, reservation, and enrollment workflows while adding the ability to collect electronic signatures (without the need for additional hardware), upload documents from your laptop or smartphone, and share previous form submissions ultimately eliminating the need for tedious multiple completions.</p>	<p>One of the most advanced and flexible facility calendars on the market. This calendar can be used internally or mirrored on your customized community portal for public viewing. <i>FlexCalendar</i> allows you the ability to filter your calendar by facility, facility type, reservation type, and custom tags. In addition to daily, weekly, and monthly views, <i>FlexCalendar</i> offers a Scheduler view that will help in fully maximizing the reservation of your facilities and offers the ability to print or export this calendar to various file types.</p>	<p>When used in conjunction to <i>FlexCalendar</i>, Flex Scheduler offers several benefits to a normal scheduling system.</p> <ul style="list-style-type: none"> Ability to launch complicated recurring reservations/events Ability to build in setup and teardown times Meet the challenges of an event that takes place at various venues/fields Ability to quote for formal events such as weddings and banquets Ability to accommodate various add-on fees, incorporate inventory (chairs, tables, etc.), and generate an invoice that can be exported automatically to any interested party

System Security

RecDesk is a platform built on trust. From financial data to customer profiles and history, clients trust us to protect their most important information. That's why we've made security and privacy a top priority. RecDesk and our Payment Processing partners are PCI compliant, and your client's credit card data is stored separately from City computers and network. RecDesk is SOC 2 Type II certified – which demonstrates our commitment to security and making all efforts in this area transparent to our customers.

The Service Organization Control (SOC 2) examination framework and reporting platform, developed by the American Institute of CPAs (AICPA), assesses the ability of service providers (such as RecDesk) to secure cloud data. SOC 2 defines criteria mutually agreed upon by the security and privacy communities for managing customer data based on five trust service principles: security, availability, processing integrity, confidentiality, and privacy.

This report confirms that RecDesk meets the highest industry standards when it comes to keeping information safe. It was authored by a rigorous independent auditor, and includes detailed explanations of our:

- **Strong authentication controls and limited access to data** - We limit access to customer data to those who need it to do their job.
- **Continuous controls monitoring and response** - We run continuous compliance monitoring to ensure that the key configurations our controls rely upon are in place and that we're able to quickly respond to any issues that may arise.
- **Employee security awareness** - We perform rigorous due diligence prior to hiring and provide security training for all employees during onboarding and on an ongoing basis.



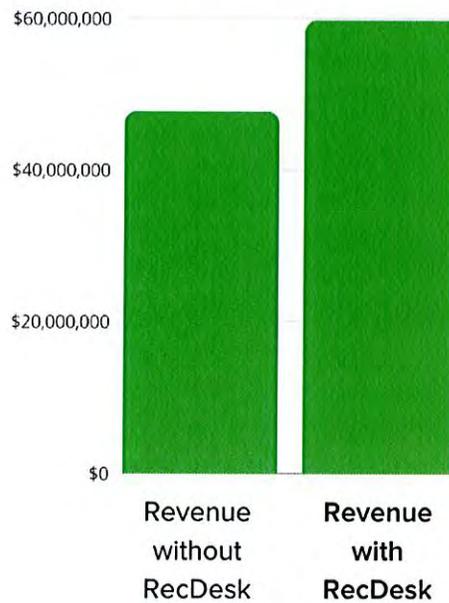
What can RecDesk do for you?

We analyzed the tangible benefits that using RecDesk provides to our clients. Our evaluation compared registration and revenue totals of over 200 new clients. This analysis concluded that RecDesk customers see an **85% increase** in their total registrations processed and a **25% increase** in department revenue by leveraging the value of RecDesk in their community.

Registration Comparison



Revenue Comparison



Comparisons are based on the analysis of client submitted data prior to RecDesk implementation.

Pricing

Line Item	Price
Premium Cloud Hosting	Included
RecDesk Annual Subscription	\$4,200 USD
All RecDesk Modules including Programs, Facilities, Memberships, Leagues, and POS	Included
Integrated Digital Forms	Free
Training, Implementation/Startup and Custom Portal Design	Free
Unlimited Users	Free
Texting and Email Communication Tools	Free
All Future Feature Releases and Copilot App	Included
Total Annual Cost	\$4,200 USD

** This quote was based on the revenue/activity questionnaire provided by a member or members of your department/organization.

Optional Premium Addons

<i>Custom Report Creation (optional one-time fee)</i>	<i>\$1,200 USD</i>
<i>Data Migration (optional one-time fee)</i>	<i>\$1,200 USD</i>
<i>GIS Import (optional one-time fee)</i>	<i>\$1,200 USD</i>
<i>Musco Lighting Integration (optional annual fee)</i>	<i>Varies based on the number of facilities integrated</i>
<i>Local Access Control (optional annual fee)</i>	<i>Varies based on the number of facilities integrated</i>



The Leader in Easy To Use Recreation Management Software



SCHEDULE A: RECDESK PAYMENTS SERVICE RATES & FEES*

TRANSACTION PARTIES		FUNDING**
Customer / Sub-Merchant:		Funds received by 11:59 pm ET will be deposited in Customer's designated account within three (3) business days
Payment Facilitator:	RecDesk, LLC d/b/a RecDesk	
Payment Processor:	WorldPay, LLC	
Sponsor Bank:	Fifth Third Bank	
<p>* Customer acknowledges and accepts that RECDESK will collect its fees and charges for Payment Service directly from the EFT/ACH draft associated with the business location.</p> <p>** RECDESK is not responsible for funding delays due to weekends, federal holidays or Force Majeure events or incidents.</p> <p>*** Daily settlement cut-off times are Midnight local time.</p>		

FLAT RATE MODEL

CREDIT CARD PROCESSING FEES			
Mastercard	Per electronic authorization	\$	0.25
	Per sale transaction	\$	0.25
Discover	Credit card account updater fee If & when available and option selected/elected	\$	1.00
AMEX	Per chargeback request or return processed	\$	25.00
	Mastercard-Visa-Discover-AMEX acquired gross purchase sale %		3.25 %





ACH PROCESSING FEES (if option selected/elected)			
ACH/e-Check Processing	ACH gross purchase sale percentage	%	1.00
	ACH fee per sale transaction	\$	0.10
	ACH fee per refund transaction	\$	0.10
INSTANCE-BASED FEES			
Funding Fees	Per fiscal day overdraft fee	\$	110.00
	Per wired funds transfer	\$	15.00
	Per ACH credit / debit per funds transfer	\$	0.10
Per instance Fees	ACH account updater fee	\$	0.50
	ACH return fee per item	\$	1.50
	ACH notification of change	\$	1.50
	ACH auto redeposit	\$	0.50
OTHER FEES			
	PCI Non-compliance Fee (Monthly rate) per MID, to be assessed if the Customer is found to be PCI non-compliant.	\$	25.00
	RecDesk Payments Monthly Fee (charged monthly per MID)	\$	25.00
NOTES			

Customer:	RecDesk:
Customer Name	RecDesk, LLC
By: (Print Name)	By: Patrick Hayden
Its: (Title)	Its: President
Date:	Date:

RECOMMENDED

All-in-one

We can set you up with a payment gateway ? to accept card payments, a merchant account ?, and eCheck ?

Sign up now

Additional services	See list below
Monthly gateway	\$25
Setup fee	\$0
Processing rates per transaction	2.9% + 30¢

If you do not have a merchant account, we recommend this plan.

Payment gateway and eCheck

We can set you up with both a payment gateway ? and eCheck ?

Sign up now

Additional services	See list below
Monthly gateway	\$25
Setup fee	\$0
Processing rates	0.75%
<ul style="list-style-type: none"> eCheck Credit card (per transaction) 	10¢ + daily batch fee 10¢

You must already have a merchant account in order to sign up for this plan.

Payment gateway

We can set you up with a payment gateway ?

Sign up now

Additional services	See list below
Monthly gateway	\$25
Setup fee	\$0
Processing rates per transaction	10¢ + daily batch fee 10¢

You must already have a merchant account in order to sign up for this plan.



(<https://www.g2.com/best-software-companies/top-commerce>)

Services for all plans



Invoicing

Digital invoices provide your customers with a simple, no-hassle way to pay from their computer or mobile device.

Digitally invoice [\(/resources/our-features/invoicing.html\)](/resources/our-features/invoicing.html)

[\(/resources/our-features/invoicing.html\)](/resources/our-features/invoicing.html)



Recurring payments

Take the work out of recurring payments for you and your customers

Simplify recurring payments

[\(/resources/our-features/recurring-payments.html\)](/resources/our-features/recurring-payments.html)



Advanced Fraud Detection Suite (AFDS)

AFSD can help identify, manage, and prevent suspicious and potentially fraudulent, costly transactions.

Help prevent fraud

[\(/resources/our-features/advanced-fraud-detection.html\)](/resources/our-features/advanced-fraud-detection.html)



Customer Information Manager (CIM)

Let returning customers pay easily and seamlessly without re-entering payment details.

Seamless payments

[\(/resources/our-features/secure-customer-data.html\)](/resources/our-features/secure-customer-data.html)

Frequently asked questions

What is the difference between a payment gateway and a merchant account?

Is my business bank account the same as a merchant account?

No. A merchant account is a type of bank account that allows businesses to accept payments by payment cards, which are typically debit or credit cards. It's similar to a credit line for your business to accept payments or issues refunds.

A merchant account is unique to you and your business. When you apply, the underwriter will look at your industry, your processing history (if any), your personal credit, your business' creditworthiness, and other factors. Once approved, your business can start accepting payments.

Are there any additional fees?

There are no additional fees beyond the prices noted above. The plan prices automatically include the plan features with the exception of Account Updater and eCheck payments. Account Updater may incur additional costs, and the eCheck plan comes with additional services.

The Authorize.net payment gateway does not have a contract or early termination fees.

What forms of payment can you help me accept?

We offer a variety of payment options ranging from credit cards and digital eChecks to PayPal.

Is my PayPal account a merchant account?

PayPal is not a merchant account. It's a third-party processor, and it aggregates all of its sellers' accounts into one large merchant account. Because you are not the sole owner of this account, it cannot be used with the Authorize.net gateway.

How long does the application process take, and what is required?

Upon proper completion of the application, your Authorize.net Payment Gateway account is approved automatically. However, in order to accept credit cards, you must have a merchant account, and approval for that account can be immediate or take from one to five business days

or more depending on several factors, including industry, credit history and responsiveness. If you have an existing merchant account, you can update your gateway with the parameters provided from your merchant provider and be ready to transact within minutes.

(/)

If you are applying for our "all-in-one" solution where we help to provide you with the merchant account, the approval process could be as quick as one hour if the application is "auto-approved".

How long does it take for the funds be to be deposited into my bank account?

The Merchant Service Provider (MSP) facilitates transferring funds to your bank account. Funding time can vary depending on your MSP. The industry average funding period is between three to five business days.

Are there contract fees for early termination?

No, the Authorize.net payment gateway does not have a contract fee for early termination.

What is a batch fee?

Once a day, Authorize.net takes all your transactions from the previous 24-hours and aggregates them into a "batch" which is then sent off to the processing networks. The Daily Batch Fee is the fee assessed for this process.

What is a chargeback?



Belfast Parks and Recreation Department

2025 Fee Policy

(Parks, Trails, and Recreation Committee Approval: _____)
 (Belfast City Council Approval: _____)



This Fee Policy establishes charges for programming and department-generated special events by the Belfast Parks and Recreation Department.

This Fee Policy includes a philosophy statement regarding program fees and direct/indirect costs, revenue projections, minimum and maximums, etc. We will use an updated business model for program fees and this document shows how Department staff will be pricing programming, including the options for instructor pay scales, as well as a definition of direct and indirect costs related to program expenses.

A program fee business model balanced with a combination of grants, donations, and City funding support is vital to the ongoing success of the Department. The annual Fee Policy works in conjunction with the 2025 Department Budget, as approved by Belfast City Council.

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Program Pricing Philosophy

The Belfast Parks and Recreation Department is beginning to build its programming options for the community, ranging from free events to fee-based programs like instructional classes, learn to play programs, make-and-take arts and crafts, bus trips, and small special events. The Department seeks to schedule popular programs as well as provide high-quality programming and events. This process involves careful consideration of all program expenses, including rental costs, fair and competitive program fees, wages for instructors, and facility costs.

When creating a program or special event for the Department, staff must calculate an individual budget for each program during the planning phase. This budget shall include all direct costs for the program (i.e., instructor fees, facility rental/custodial fees, supplies, equipment, transportation, staff time invested in the actual, physical operation of the program and program prep, vehicle rentals, tickets, etc.). These direct costs are crucial to determining a program's registration fee and minimum/maximum enrollment and break-even points based on the proposed model.

Programs do not cover indirect costs of the Department (i.e., FT staff costs, electricity, heat, vehicle maintenance, insurance, etc.). These indirect expenses are considered as the cost of doing business and are covered directly through municipal support. The exception to this rule is the cost of providing a credit card payment option; those payment processing fees (2.5%) are paid at the time of registration by the customer as the City's credit card system is part of the State of Maine's processing system and 2.5% is what is charged to all users.

Minimum/Maximum Enrollment

It is important to note that determining the minimum/maximum enrollment, with instructor input, is very important to staying on track with each program's budget. The minimum enrollment should always be the break-even point for each program; this means that all direct costs are covered when the minimum enrollment is met. Once minimum enrollment is exceeded, even by one person, the program then generates a positive variance. There are exceptions to this rule; for example, Department staff create a brand-new program through a partnership with another agency and they are one person short of the minimum enrollment. If Department staff decide to run this program without the minimum, they must determine that the negative variance from doing so can be covered by revenue generated from other programs.

Programs that continue to run with a negative variance should be re-evaluated through a SWOT-analysis and either cancelled or modified to meet the minimum.

Minimum/maximum enrollment is typically based on an instructor's ability to manage the participants, based on age, as well as the facility's overall space availability. If there is demand for a program through a wait list option, a second instructor can be added if the program fees will cover that cost and if a second instructor is available. Opportunities to supplement an instructor's coverage will always be reviewed and volunteers can be considered when appropriate.

Pricing Model for Program Budgets

There is a mix of free and fee-based programs within all genres noted below. These guidelines are simple to use, and they will guide staff toward making the Department's programming more self-sustaining over time. This business model has worked for many parks and recreation agencies; whenever possible, the Department will utilize free space, look for the lowest cost supplies when appropriate, and keep other costs as low as possible. The following margins will be used for programming and special events:

- **Youth Instructional Programs – 5% margin:** these programs will generate a small positive variance, and fees will cover all expenses plus an additional 5% margin over break-even costs of running each program. This covers the hours of work that it takes to schedule, hire staff/find partnered instructors, secure space, purchase supplies, evaluate the program, etc.
- **Youth Sports Leagues – 10% margin:** when and if the Department hosts youth leagues, these programs will generate a small positive variance, and fees will cover all expenses plus an additional 10% margin over break-even costs of running each program.
- **Adult Instructional Programs – 15% margin:** these programs generate an additional 15% margin over the break-even costs of running each program. This covers the hours of work that it takes to schedule, hire staff/find partnered instructors, secure space, purchase supplies, evaluate the program, etc.
- **Senior Instructional Programs (60+ yrs.) – 0% margin:** these programs do not generate a positive variance, and simply cover all expenses based on a minimum enrollment.
- **Adult Sports Leagues/Tournaments – 15% margin:** these programs generate an additional 15% margin over the break-even costs of running each league. Tournaments are typically priced as a flat fee, so staff must calculate tournament expenses to ensure that team fees meet this margin.
- **Bus Trips – 10% margin:** these travel programs generate an additional 10% margin over the break-even costs. Please note that if this is an all-ages bus trip, then discounted rates will be provided for seniors (60+ yrs.) and youth (17 yrs. and under) whenever possible and appropriate.
- **Special Events – 0% margin:** these programs typically are not designed to generate a positive variance as they are typically free community events. However, at least **35% of the expenses should be covered** through sponsorships, donations, or in-kind services, or through positive variance generated from other programs. When possible, donations should be accepted at each special event via the Friends of Belfast Parks (FOBP) to support Department initiatives. It's imperative to know the overall budget in advance to ensure this percentage is being met. A sponsorship program will be in place in the near future to formally recruit new partners and sponsors.

It should be noted that approximately 60%-80% of all programs will run during a programming season and the Department will have three programming seasons throughout the year (Summer, Fall, and Winter/Spring). The reason for this is that not all programs are successfully embraced by the citizenry, instructors may need to cancel, or a facility's availability changes, or a program doesn't meet its minimum enrollment. It is the Department's goal to average an 80% success rate across all programming seasons; of the 20% of programs that do fail, the Department will have the opportunity to evaluate that program to determine the "why" behind the failure. If it simply was an instructor scheduling issue, that program can be offered again. If there was not an obvious determining factor, the staff will need to take a close look at program outcomes, day/time, price, location, etc., and attempt the program again.

The Department may also offset any direct costs by looking for good, meaningful community partnerships that would allow for these costs to be covered through donations, an on-site partnership, or reduced fees in trade for advertising/promotion as examples.

Staff and Contract Instructors

Department staff have two options for program instruction: 1) programs can be taught by the Department staff, whether full- or part-time, seasonal paid staff, or 2) programs can be taught by independent contractors.

A formal Background Check program will be established for Department staff and for contracted instructors, particularly for those who are working with youth programming. Costs *for Department staff* will be reimbursed to the individual, based on their request once the Department completes the hiring process and a successful background check is returned. This program will utilize multiple cross-

reference checks, and they are currently suggested as: Office of Child and Family Services Background Check, a Maine State Police background check, and an FBI fingerprint check. Department staff are still working on these details and plan to update this section as this program is established.

Any time new instructors come on board, the Department staff can use two models to evaluate whether the instructor should be paid staff or an independent contractor: 1) the Manufacturer & Business Association evaluation tool, and 2) the IRS' Form SS-8. Any potential instructor deemed an independent contractor will sign a contract for each programming season (this includes program instructors and sports officials), provide proof of insurance, and provide copies of or complete required background checks at the individual's expense, and then the instructor will be issued a Misc. 1099 form for the previous tax period.

Instructors will be evaluated using a program evaluation available to program participants. Results of those program evaluations will be shared with instructors—both paid staff and independent contractors—for consideration of program improvements, location needs, etc. This is an important task to ensure the instructors are the right fit for the program and for the Department.

Defining Residency Rates

“Resident Rate” applies only to residents within the City of Belfast boundary. The “Non-Resident Rate” applies to non-residents, those living outside of the City boundary. Non-residents are welcome to participate in Belfast Parks and Recreation programming. A Non-Resident rate is proposed to be the base Resident Rate plus \$5.

The exception to this policy is for programs at the Belfast Senior Center; all participants at the Center are considered Waldo County Residents through Spectrum Generations, the local Aging and Disability Resource Center.

Program Refunds and Policies

General Program Refunds: These refunds must be requested a minimum of seven (7) days in advance of the program start date to be considered; if request is made seven (7) days or more in advance of program start date, a refund will be provided minus a \$5 administration fee.

Bus Trip/Travel Program Registration Refunds: These refunds must be requested a minimum of fourteen (14) days in advance of the registration deadline to be considered; if request is made fourteen (14) days or more in advance of the registration deadline, a refund will be provided minus a \$15 administration fee. If a bus trip/travel program registration refund is requested less than fourteen (14) days in advance of the registration deadline, a refund will be provided ONLY if the spot can be filled and minus a \$15 administration fee.

For adult sports leagues, staff does not prepare, distribute, or post league schedules until all participating teams are paid-in-full to ensure accurate information is distributed to participants.

Youth Scholarship Program

Recreation services are especially valuable to youth. It is the goal of this Department to create a Youth Scholarship Program. Once that program is established, youth scholarships can be provided to those who qualify for those funds.

Once this program is available, the Belfast City Council will be asked to authorize the Belfast Parks and Recreation Director to waive any amount of the fee for qualifying resident youth as necessary through the Department's Youth Scholarship Program. This program would be available only to youth residents of the City of Belfast.

More information on the operation of this program will be provided in this policy document once the

fund and operating policy is established. The goal will be to offer two scholarships per fiscal year for City youth, 17 and under. Additionally, if a summer camp program is established in the future, summer camp scholarships would be available as well.

To fund this program, Department staff will fundraise for these scholarships and/or compete for grants or request donations to this program.

Credit Card Processing Fees

When the department purchases its first recreation management software to handle program registrations, facility rentals, Point of Sale (POS), and other needs, there will be a need to create the payment processing system to include a payment gateway and merchant account.

This system will charge the City a monthly fee plus either a transaction fee or batch fee. This will be a cost of doing business.

Philosophically and to follow suit in other departments, credit card processing fees will be passed onto the customer to pay for the convenience of using the online payment services. The City will evaluate payment gateway options and processing fees every 1-2 years to determine if current rates can be reduced.

Courts Reservation Policies

The purpose of the Sports Fields/Courts Reservation Policy is to effectively manage the demand for safe, public sports fields and recover costs associated with sports fields maintenance. This process is intended to operate in line with the Pavilion Reservation Policy by posting an informational sign at the reservable sports fields and issuing reservations; it does not include posting weekly schedules at fields. Group requests involving the City's tennis, pickleball, and basketball courts are part of this policy section.

Tennis Court Scheduling

The Department is authorized to schedule the two (2) lighted tennis courts for public programming at the Belfast City Park.

The Department provides tennis court access to the RSU #71 boys and girls tennis teams in the spring, and these practices and matches take precedent over public use. This is the only reservation/group activity that precludes public use of the courts; the RSU #71 schedule for practices and matches will be posted online and at the courts for the public's knowledge. Fees are waived for RSU #71 tennis programs.

Other drop-in users, including informal organized group play, may use the courts for FREE at any time, but must adhere to the 30-min. maximum wait time. If other public users show-up to play on the courts, who are not part of this informal, organized group, the informal drop-in users or group play must start the clock for a 30 min. maximum waiting period, and then concede a court or both courts to those who are waiting after the waiting period. Signs will be posted at the courts with this information.

All other commercial, for-profit, or fundraising activity tennis court requests must be reserved through the Department; this would include any tournaments, lessons, clinics, special events, etc. A Facility Use Request form is required for a pre-scheduled, commercial, for-profit, or fundraising activity to begin the review process, and the process should start at a minimum of 60 days prior to the event. Event organizers are encouraged to partner with the Department for events, classes, or activities, when possible. General liability insurance will be required.

If you plan to submit a request that is outside the boundaries of this policy, please submit it at least 60 days in advance. If your request requires City Council review, the minimum deadline to submit your paperwork is 10 days prior to a City Council meeting. The Belfast City Council meets on the 1st and 3rd Tuesday of every month.

The commercial/for-profit/small special event/fundraiser reservation fees for the Belfast City Park Tennis Courts, during the May 1-October 31 rental season:

Belfast City Residents	Non-Residents*
\$60 for a two-hour block (minimum) for both courts; \$20/hr. for each additional hour	\$65 for a two-hour block (minimum for both courts; \$25/hr. for each additional hour

*Belfast City Residents and organized events take precedence over non-resident requests.

For a fundraiser, the sponsoring group must be recognized as an official non-profit, and they must provide a copy of the current IRS-determination letter and/or a letter/certificate from the State of Maine Professional & Financial Regulation indicating it is a licensed charitable organization.

All special event requests will be considered on a case-by-case basis. Approval is at the discretion of the Department Director.

Pickleball Court Scheduling

The Department is authorized to schedule the four (4) lighted pickleball courts for public programming at the Belfast City Park. Department-based programming is the only reservation/group activity that precludes public use of the courts.

Other drop-in users, including informal organized group play, may use the courts for FREE at any time, but must adhere to the 30-min. maximum wait time. If other public users show-up to play on the courts, who are not part of this informal, organized group, the informal drop-in users or group play must start the clock for a 30 min. maximum waiting period, and then concede a court or courts to those who are still waiting after the waiting period.

All other commercial, for-profit, or fundraising activity pickleball court requests must be reserved through the Department; this would include any tournaments, lessons, clinics, special events, etc. A Facility Use Request form is required for a pre-scheduled, commercial, for-profit, or fundraising activity to begin the review process, and the process should start at a minimum of 60 days prior to the event. Event organizers are encouraged to partner with the Department for events, when possible. General liability insurance will be required.

If you plan to submit a request that is outside the boundaries of this policy, please submit it at least 60 days in advance. If your request requires City Council review, the minimum deadline to submit your paperwork is 10 days prior to a City Council meeting. The Belfast City Council meets on the 1st and 3rd Tuesday of every month.

The commercial/for-profit/small special event/fundraiser reservation fees for the Belfast City Park Pickleball Courts, during the May 1-October 31 rental season:

Belfast City Residents	Non-Residents*
\$80 for a two-hour block (minimum) for all four courts; \$20/hr. for each additional hour	\$85 for a two-hour block (minimum for both courts; \$25/hr. for each additional hour

*Belfast City Residents and organized events take precedence over non-resident requests.

For a fundraiser, the sponsoring group must be recognized as an official non-profit, and they must provide a copy of the current IRS-determination letter and/or a letter/certificate from the State of Maine Professional & Financial Regulation indicating it is a licensed charitable organization.

All special event requests will be considered on a case-by-case basis. Approval is at the discretion of the Department Director.

Basketball Court Scheduling

The Department is authorized to schedule the single, lighted basketball court for public programming at the Belfast City Park. Department-based programming is the only reservation/group activity that precludes public use of the courts.

Other drop-in users, including informal organized group play, may use the courts at any time for FREE, but must adhere to the 30-min. maximum wait time. If other public users show-up to play on the courts, who are not part of this informal, organized group, the informal drop-in users or group play must start the clock for a 30 min. maximum waiting period, and then concede the court to those who are still waiting after the waiting period.

All other commercial, for-profit, or fundraising activity basketball court requests must be reserved through the Department; this would include any tournaments, lessons, clinics, special events, etc. A Facility Use Request form is required for a pre-scheduled, commercial, for-profit, or fundraising activity to begin the review process, and the process should start at a minimum of 60 days prior to the event. Event organizers are encouraged to partner with the Department for events, when possible. General liability insurance will be required.

If you plan to submit a request that is outside the boundaries of this policy, please submit it at least 60 days in advance. If your request requires City Council review, the minimum deadline to submit your paperwork is 10 days prior to a City Council meeting. The Belfast City Council meets on the 1st and 3rd Tuesday of every month.

The commercial/for-profit/small special event/fundraiser reservation fees for the Belfast City Park Basketball Court, during the May 1-October 31 rental season:

Belfast City Residents	Non-Residents*
\$20 for a two-hour block (minimum) for all four courts; \$10/hr. for each additional hour	\$25 for a two-hour block (minimum for both courts; \$15/hr. for each additional hour

*Belfast City Residents and organized events take precedence over non-resident requests.

For a fundraiser, the sponsoring group must be recognized as an official non-profit, and they must provide a copy of the current IRS-determination letter and/or a letter/certificate from the State of Maine Professional & Financial Regulation indicating it is a licensed charitable organization.

All special event requests will be considered on a case-by-case basis. Approval is at the discretion of the Department Director.

Sports Fields Reservation Policies

Sports Field Reservation Request Schedule

This reservation system only applies to sports fields available during the late spring, summer, and early fall months. All recreation-related requests must be submitted to the Department in writing by a specific

date prior to the individual sports season:

WINTER (Jan-Mar): (Not applicable for sports fields use)
SPRING/SUMMER* (Apr-Aug): February 15, 2025, application deadline
FALL (Sept-Nov): July 1, 2025, application deadline
SUMMER TOURNAMENTS: March 1, 2025, application deadline

**April weather may affect the availability of sports fields for play. The Belfast Parks and Recreation Department will not open fields for use when damage may occur to any of the sports fields. The department will work with each individual group for additional make-up time when necessary.*

Sports Fields Roster

Belfast City Park:

- One (1) small baseball field (Center Field = 181', Left and Right Field = 171'); no lights

Walsh Field Recreation Area:

- One (1) softball field (Center Field = 290', Left and Right Field = 265'); no lights
- One (1) Little League field with mound (Center Field = 200', Left and Right Field = 200'); no lights

Sports Field Reservations Process

The following reservation rules and regulations apply in 2025 for the sites listed above:

- All sports fields use must follow the Department's Safe Sports Fields Weather Policy (see Appendix) especially in regard to weather-related cancellations. The Department strives to accommodate weather-related cancellations and reservations for make-ups.
- Organizations must provide, in advance, the required insurance certificates and waivers.
- Sports fields requests from RSU #71 groups are processed as a priority request and before other youth and/or adult leagues.
- Per City of Belfast Park Ordinances, alcohol, illegal drugs, cigarettes, and vapes cannot be used within any City park or recreational area.
- The Sports Fields Reservation process may be refined or revised by the City of Belfast, as necessary.
- On a per-event basis, the Department Director is authorized to adjust the provisions of this policy to accommodate special situations.

A. Single Day Sports Fields Reservations (non-league)

Groups requesting the reservation of a sports field for general use are subject to a Sport Field Reservation Fee. If needed, additional two-hour time blocks may be reserved in advance. General liability insurance will be required. This fee is typically for practices, single games, or for a game associated with a family outing, reunion, celebration, etc.

If a group is requesting a single day for a commercial, for-profit, or fundraising activity, the event must be reserved through the Department; this would include any tournaments, lessons, clinics, special events, etc. A Facility Use Request form is required for a pre-scheduled, commercial, for-profit, or fundraising activity to begin the review process, and the process should start at a minimum of 60 days prior to the event. Event organizers are encouraged to partner with the Department for events, when possible. General liability insurance will be required.

Belfast City Residents Single Day Fee	Non-Residents* Single Day Fee
\$25/two hours	\$30/two hours
Belfast City Residents Single Day Commercial Fee	Non-Residents* Single Day Commercial Fee
\$100/day	\$105/day

*Belfast City Residents and organized events take precedence over non-resident requests.

B. Seasonal Sports Fields Reservations

Location	Fees
Softball/Little League Fields (Walsh Field Recreation Area)	\$150 per field per sport season for Resident Groups \$300 per field per sport season for Non-Resident Groups*
Small Baseball Field (Belfast City Park)	\$75 per field per sport season for Resident Groups \$150 per field per sport season for Non-Resident Groups*
Soccer/Lacross/Football Fields (Walsh Field Recreation Area)*	\$200 per field per sport season for Resident Groups \$400 per field per sport season for Non-Resident Groups*

*Belfast City Residents and organized events take precedence over non-resident requests.

Resident groups are those with an organizational address within the City of Belfast or with at least 50% of the participants residing in the City of Belfast and verified by a complete roster.

The Seasonal Use Fee includes:

- An initial line painting on soccer, lacrosse, or football fields ensuring that fields are in a safe and approved area, or
- An initial outfield line painting on softball and baseball fields. Lines will be repainted twice per season. Daily dragging is provided.
- Daily chalking of softball and baseball fields is not provided for seasonal reservations, except for league games organized and operated by the Department.
- Regular maintenance and mowing.

C. Tournaments

Tournament Reservation Fee

- A Tournament Reservation Fee of \$200 per Softball/Little League field per day is required for one to three-day tournaments. This fee includes dragging and field-lining services by the Department.
- The Tournament Reservation Fee is due in full at the time of the facility request.
- A refund of Tournament Reservation Fees is provided only if a tournament is cancelled 10 or more business days before the scheduled event or if extreme weather conditions affect overall tournament field use.

Other Tournament Policies

- If weather conditions prohibit or delay tournament play, the Department will schedule facilities for make-up games at no additional charge; those facilities will be provided pending available dates for the requested sports fields.
- Tournament Organizers are responsible for reimbursing the Department for any extra repair and clean-up costs, to include staff time, associated with their tournament (non-weather related); additional fees will be invoiced at cost, net 30 days.

D. Sports Field Goals Policy

The Belfast Parks and Recreation Department will not transport goals to and from the sports fields/parks; all sports groups will be responsible for transporting goals to and from the sports fields if goals need to be replaced, relocated, or removed completely.

At no time is a sports group allowed to drive onto a field for loading/unloading any sports goals. Equipment can be delivered to the closest parking lot, unloaded, and then hand-carried to the sports field for assembly and placement.

During the sports season, any goals that become damaged or broken and are unusable must be removed from the sports field and the park for repairs within one week of being notified of the damage by the Department. If damaged or broken goals are not removed when they become unusable, the Department staff will remove those goals and dispose of them at the owner's expense.

Only goals that will be used for the upcoming season can be stored at each sports field/park. Extra goals that are not going to be used for any sports field rental/tournament during the rental period must be removed from the sports fields/parks. Extra goals cannot be stored at the sports fields/parks.

At the conclusion of each sports season, whether June, August, or November, goals used that season will need to be removed and stored off-site. No vehicles will be allowed to drive on the fields to move goals or goal parts. All sports groups should coordinate their goal moving with the Department to ensure that there is no damage or for access issues.

If you plan to submit a request that is outside the boundaries of this policy, please submit it at least 60 days in advance. If your request requires City Council review, the minimum deadline to submit your paperwork is 10 days prior to a City Council meeting. The Belfast City Council meets on the 1st and 3rd Tuesday of every month.

E. Drop-In Sports Field Use

When seasonal or single-day reservations are not on the schedule, drop-in use is allowed at all sports fields.

The only exception to this rule is when the fields are posted "closed" due to inclement weather conditions. These closures are to protect the field surfaces and will be opened for use once conditions improve. Signs are posted at the fields (typically entrance gates) and on the Department's social media pages and the City website.

F. Other Sports Field Policies

Portable Outfield Fences (for softball / baseball games requiring shorter outfields)

The Portable Fence Fee provides for the use, set-up, and removal of portable outfield fencing at Walsh Field Recreation Area. The fee is \$100 per field for "one set-up and one removal" (multi-day tournaments are not charged for multiple days). Groups must request and pay for the portable fencing **at least** two weeks in advance of when they first need the fencing.

If an organization owns its own portable fencing, the Department will work with those groups to oversee installation to ensure that our maintenance team will still be able to maintain the outfield without any issues to include mowing and weedeating.

Outfield Fence Banners

The Department will soon be offering businesses and organizations the opportunity to show their support for our parks and recreation program by purchasing a 4' x 6' vinyl banner at the Belfast City Park or the

Walsh Field Recreation Area.

Promotional banners are displayed on outfield fences for the 2025 season (Apr-Oct). Full details of this program will be available on the Department website. 2025 Banner sponsorship fees are listed below:

One (1) 4' x 6' Banner at Belfast City Park OR Walsh Field Recreation Area = \$315	Two (2) Identical 4' x 6' Banners at Belfast City Park AND Walsh Field Recreation Area = \$515
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Belfast City Park Picnic Pavilion Reservations

The Reservation Fees for the Belfast City Park Pavilion, during the May 1-October 31 rental season:

Standard Rental	Belfast City Residents	Non-Residents
Two-hour block (minimum)	\$30 rental \$10 for each additional hour	\$35 rental \$15 for each additional hour
	40-person capacity	40-person capacity
Examples: Birthday Parties, Family Reunions, Meetings		
Commercial/Small Special Event/Small Fundraiser Rental	Belfast City Residents	Non-Residents
Two-hour block (minimum)	\$60 \$20 for each additional hour	\$65 \$25 for each additional hour
	75-person max. capacity	75-person max. capacity
	One 10' x 20' tent	One 10' x 20' tent
	General Liability Insurance required	General Liability Insurance required.
Examples: Meals, Ticketed Events, Small Fundraisers		

Belfast City Park Pavilion is rented on a first-come, first-serve basis.

For a fundraiser, sponsoring group must be recognized as an official non-profit, and they must provide a copy of the current IRS-determination letter and/or a letter/certificate from the State of Maine Professional & Financial Regulation indicating it is a licensed charitable organization.

For Special Event/Fundraisers requests, these will be considered on a case-by-case basis. Approval is at the discretion of the Department Director. See Special Event/Fundraiser section on page 13.

Additional Pavilion Policies:

- Belfast City Park Picnic Pavilion rentals must be secured via the reservation and payment process at a minimum of eight (8) days in advance.
- Belfast City Park Picnic Pavilion can be reserved up to one (1) year in advance.
- The season for picnic pavilion rentals is May 1 through the end of October, and the daily rental period runs between 8 AM-8 PM.
- All family rentals such as birthday parties, small reunions, or picnics DO NOT need to provide

- proof of General Liability Insurance.
- Groups, clubs, organizations, special events, and fundraiser rentals must provide proof of General Liability Insurance with a minimum general liability policy of \$1,000,000.
- For Special Events/Fundraisers, please refer to additional policy information under the Special Events/Fundraising Policy.
- When the pavilion is not reserved, the pavilion is available for drop-in use on a first-come, first-serve basis. Drop-in users cannot ask another drop-in user to vacate the pavilion; the space should be shared if there is room.
- Reserving groups are entitled to sole occupancy of the rented pavilion.
- Facility reservations must be paid in full at the time of reservation; **tentative reservations are not accepted.** A rental is complete once all documentation has been provided and the fees are paid. A Pavilion Rental Sign will be placed at the pavilion noting your reservation time and under the person's name who rented the facility.
- If a group or business requires an invoice for pavilion rental payment, that group or business will have **10 business days** to make payment; if that payment deadline is not made, the reservation will be removed from the schedule. This 10-business day policy for invoicing still needs to be prior to the 8-day minimum advance period for reservations.
- Pavilion reservations must include set-up time, the actual event time, and clean-up.
- Pavilion renters are required to remove their trash from the pavilion and park.
- Per City of Belfast ordinances, the Belfast City Park is non-smoking.
- RSU #71 clubs and groups are exempt from pavilion rental fees; for more information, see page 18.
- Fees will be waived for sanctioned City events (i.e., public meetings, committee meetings, etc.).
- The mowed areas around the pavilion are available for yard games and play areas.
- All vehicles must be parked in the large parking lot to the south of the pavilion. Vehicles are permitted to pull up to the pavilion to load/unload ONLY, and must be removed to the parking lot when unloading/loading is complete.
- New in 2025 will be one signed Handicap Parking Space in front of the City Park Pavilion; vehicles must have either a Handicap Placard or a Handicap Plate to park in this space.
- New in 2025 will be one signed Drop-Off Space in front of the City Park Pavilion; vehicles will have up to 20 min. for drop-off/pick-up of supplies.
- The ONLY time tents are allowed are through the rental process for a Commercial/Small Special Event/Fundraiser per the table above.
- Outside grills are not allowed in the park; this includes propane grills, portable hibachi-style grills, etc. The ONLY grills allowed to be used are the pre-installed charcoal grills at the park pavilion or at the park's picnic areas.
- Per City of Belfast Park Ordinances, alcohol, illegal drugs, cigarettes, and vapes cannot be used within any city park or recreational area.

Rental Reservation Revision

Once a pavilion rental payment is received, a reservation can be changed as long as it is not within the eight (8) day period prior to a rental.

Cancellation Policy

- Any cancellation outside of the **minimum of eight (8) days in advance** of the reserved time is eligible for a refund, credit, or transfer to another date (in the same year).
- Any cancellation **less than eight (8) calendar days** prior to the reserved time is not eligible for a refund, credit, or transfer.

Inclement Weather Policy

If severe weather (very heavy rain/downpours, thunderstorms, flooding, or high-wind conditions) prohibit the scheduled pavilion use, a request to reschedule must be submitted to the Department **on the**

first business day after the reservation no later than 6 PM (business days are Mondays- Thursdays). Otherwise, cancellations or reschedules will not be honored since the pavilion is covered.

If a severe weather reschedule request is made, the Department will attempt to reschedule the group at no additional charge during the current season (May 1- October 31), pending availability. If rescheduling cannot be accommodated, a refund will be provided.

Staff is authorized to establish reservation conditions and applicable fees (as specified in this policy) for non-family group use in the Belfast City Park Pavilion. Generally, this site is not equipped currently to host large non-family groups or special events. Typically, the Department must account for all uses within the park to ensure that there is appropriate parking, restroom availability, etc.

Mobile Concessions Vendors

Belfast City Park has an annual concession operation within the park; no additional outside, third-party mobile concession vendors are allowed to be on-site for a private or public pavilion rental, sports function, pool party, or general use, unless authorized by the Department.

If you plan to submit a request that is outside the boundaries of this policy, please submit it at least 60 days in advance. If your request requires City Council review, the minimum deadline to submit your paperwork is 10 days prior to a City Council meeting. The Belfast City Council meets on the 1st and 3rd Tuesday of every month.

Special Events/Fundraisers Requirements

The purpose of this policy is to specify and clarify procedures regarding the use of City parks for special events or fundraising events and to ensure these activities meet the requirements of the City ordinances. **A Special Event or Fundraiser can be defined as any event that exceeds 75 people, and which is open to the general public, and/or where fundraising may occur through an event pre-registration, and/or where donations will be accepted in advance or on-site.**

This policy applies to:

- all City parks and park areas;
- the City pool;
- and for other City-owned property utilized for special events or fundraisers.

Reservations must be secured for special events/fundraisers AT LEAST 60 days in advance. Some events may require additional lead time and should be discussed in advance. This time frame allows the Department to review requirements with organizers, secure paperwork and deposits, and then forward to City Council for approval for any atypical details or waiver requests.

NOTE: Several waterfront parks are also designated as special event spaces since they provide the most space for the larger events held in the City of Belfast. Special requirements are necessary to balance the use at the various City parks and to ensure that the parks are still open to the general public and that parking is available for all events and for general users.

The following types of large group events are subject to the provisions of this policy:

- Community events sponsored by Belfast-based civic or social organizations,
- Fundraising events sponsored by a Belfast-based non-profit organization to benefit a Belfast-based program,
- Special athletic or sporting events by a Belfast-based group,
- Concerts or public performance events at any park,

- Special events at the Belfast Dog Park,
- Other events as determined by the Parks and Recreation Director or the Parks, Trails, and Recreation Committee.

The following rules apply:

- Since each event is somewhat unique, the Director of Parks & Recreation will determine if the planned event shall be covered by this policy.
- Belfast-based groups organizing a large special event/fundraiser will have priority over non-Belfast-based groups.
- Special events/fundraisers are booked on a first-come, first-served basis EXCEPT three annual events with a long event history and schedule—Arts In The Park, Maine Celtic Celebration, and the Belfast Harbor Fest.
- All special events/fundraisers must be reviewed in advance to ensure that they meet this policy and the City ordinances regarding public safety, alcohol, permitting, etc.

Scheduling

Special Events/Fundraisers can be scheduled up to one (1) year in advance. The appropriate rental form (either Special Event/Facility Request or a Belfast Boathouse Rental Application, or in some cases both forms) must be completed to secure a date. The Parks and Recreation Director will determine when rental deposit, security deposit, final payment, and insurance certificate will be due. The rental date(s) will not be secure until rental deposit and/or full payment (depending on lead time) is paid.

Reservations must be secured for special events/fundraisers AT LEAST 60 days in advance. In addition, the Director and/or City Manager/City Council may:

- deny or revoke reservations to any event which is not compatible with the facility or other scheduled events;
- restrict the total number of Special Events/Fundraisers which may be held per year at each park;
- deny or revoke reservations to any event with the potential of overloading park visitor capacity with respect to public safety or facility capacity or parking accommodations;
- suggest alternate locations in order to better accommodate Special Events/Fundraisers with respect to public safety, parking, visitor capacity;
- move activity locations or cancel specific activities if inclement weather has created hazardous conditions or the potential for excessive facility damage;
- all cases of reservation denial or revocation may be appealed to the Belfast City Council at their next regularly-scheduled meeting.

Event Planning

Special event/fundraiser organizers shall meet with the Director at least 60 days prior to the event to review preliminary event plans, determine activity locations in the park, and confirm all operational details. A second meeting 7-10 days prior to the event may also be scheduled. Provisions for inclement weather/heavy rain should be made by the sponsoring group with regard to all event operations (parking areas, activities, food service, etc., to include moving activity locations or canceling specific activities if inclement weather has created hazardous conditions or the potential for excessive facility damage.). The Department Director must approve event details in advance.

Tent Policy

If you intend to erect tents of your own or rented tents from a third-party, you will need to adhere to the following recommendations:

- All tents, no matter the size, should be staked properly to avoid any accidental fly-aways during windy days. Tent stakes should be marked clearly to avoid any tripping hazards.
- Large tents (larger than 20' x 20'/400 sq. ft.) installed without sides do not need any additional inspections or permits; these tents must be staked properly.
- Large tents (larger than 20' x 20'/400 sq. ft.) installed with sides, sides that will be on 100% of

the time, fall into the Assembly Use category for the Maine State Fire Marshall's office. These tents would need to have a plan review for egress paths and fire retardation certification. This would be coordinated well in advance of the event. These tents must also be staked properly.

- Large tents (larger than 20' x 20'/400 sq. ft.) with or without sides should have one (1) fire extinguisher on-hand; large tents (larger than 40' x 40'/1,600 sq. ft) with or without sides should have two (2) fire extinguishers on-hand.
- Tent stakes/support guy wires must be 12' or more from any structures, parking lots, trees, vehicles, signage, etc. Any stakes/support guy wires must be marked well for pedestrians' needs.
- Installation areas must be marked for utilities in advance of any tent installation if there is even the slightest chance that underground utilities are in the area. Utility marking is the sole responsibility of the reservation holder and should only be scheduled once reservation holder has an approved tent location from the Department.
- Additional rental fees may be required if a tent must be installed several days in advance of a special event/fundraiser, and only if the space is available.

Park Operations

Belfast Parks and Recreation is not able to financially assist special event or fundraising events. The Department may assign staff for park maintenance before, during, and after the event (for assistance with trash collection, restroom maintenance, special setups/take downs, facility maintenance, electrical needs), based on the potential number of visitors the event may generate.

The Department will invoice the event sponsors for all expenses incurred that were in excess of the normal level of park operations or that generated overtime. Only Department employees are permitted to operate Department vehicles and equipment. The large event organizers may also be required to provide volunteers to direct event parking and pedestrian access or to provide overflow parking at a non-municipal owned area, and to assist with trash collection duties. Therefore, the organizing group can expect to pay for these functions:

- Permits for alcohol/catering services; these may need to be paid by renter and/or by individual vendors participating in the fundraising or special event being sponsored by renter.
- Extra Department staff: expense depends on event details; an estimate can be provided in advance,
- Repairs to park facilities, as required, and if resulting from the group's use,
- Portable toilet rentals (supplemental) from a private supplier, pending event details,
- Trash dumpsters (supplemental) from a private supplier, pending event details, and
- Additional insurance premiums for coverage of the event with indemnification to the City of Belfast, and, if needed, for any private parking areas near the facility (see below) and/or for a liquor liability endorsement.

Insurance

All rentals that are open to the public except family rentals (non-public) shall provide to the Department, in advance of the event, a Certificate of Insurance which:

- A. Provides evidence of coverage in both commercial general liability insurance and automobile liability insurance (if applicable) for a minimum coverage amount of \$1,000,000 per occurrence, combined single limit;
- B. A Certificate of Insurance must include adding the City of Belfast as an additional insured;
- C. For events that are hosting alcohol-related activities such as a beer garden or wine tasting, the Certificate of Insurance will also need to demonstrate a liquor liability endorsement which may increase the insurance premium.

The minimum coverage amount that is required by the Department may be increased pending the type of event and level of risk or an additional rider may be requested. Food service and liquor operations may require additional permits, and these are typically processed by the Belfast City Clerk's office and approved by the Belfast City Council. Additional insurance coverage for food service (as well as

meeting the requirements of the City and state health codes) may be required. In addition, other groups or businesses which use park facilities during special events (i.e., third-party concessionaires like food vendors) must also present in advance to the event organizer a similar Certificate of Insurance for their operations. Please contact the Department regarding specific insurance requirements for the planned event.

Parking and Vehicle Access

Very few of the Special Event areas have their own parking, especially those in the waterfront area. To host an event at Steamboat Landing Park, an event organizer will be required to rent the Belfast Boathouse to secure handicap parking and to have load-in and load-out access.

Event organizers will be required to follow the soon-to-be-created parking plan during large and multi-day events (as of 2025). Once that parking plan is in place, the Belfast Parks and Recreation Department will update this policy with those details. Parking is permitted only in designated spaces or areas. No parking on the grass or in driveways is permitted during a large group event, except with the express written permission of the Department. Tasks may also include providing appropriate signage during events, hosting volunteers for parking tasks (see below), and communicating the parking information to patrons.

The organizers should also make arrangements to furnish Parking Guides (volunteer or paid) to safely direct vehicles to the proper spaces, as well as providing safe pedestrian crossings on various roadways around the event site.

- Considerations should be given to making directional and information signs for your event.
- Vehicles parked illegally on City or private property will be ticketed by police and are subject to towing at the owner's expense.
- It is especially important that emergency access remain available at all times during your event, and that the event organizers follow the new event parking plan (2025).
- Vehicular access to any areas off the paved roadways must be approved by the Department in advance, including by event contractors, caterers, concessionaires, event leaders, etc.

If you plan to submit a request that is outside the boundaries of this policy, please submit it at least 60 days in advance. If your request requires City Council review, the minimum deadline to submit your paperwork is 10 days prior to a City Council meeting. The Belfast City Council meets on the 1st and 3rd Tuesday of every month.

Other Policies

Commercial Activities

The City of Belfast park ordinances specify that any commercial activity in parks requires a special contract from the Department. Commercial activities involve, but are not limited to, selling goods or services to the public, or holding private classes or activities in the parks where participants register with a third-party program operator (i.e., health and fitness, role play programs, personal training, summer camps). Commercial activities are prohibited in all parks, except as specifically contracted by the Director of Parks & Recreation and Belfast City Council. **Organizers must allow 60 days prior to the event/activity to obtain the necessary approvals.**

If a commercial activity is found operating within a park without a contract, the Parks and Recreation Director has the right to request that the vendor cease all activity immediately. Additional steps will be taken if that request is not heeded by the vendor.

Given the range of commercial activities, the Director is designated to:

- A. Issue contracts for commercial activities that are compatible with City of Belfast's park operations and ordinances,
- B. Require proof of insurance by the applicant,
- C. Specify in writing all restrictions associated with the request,
- D. Require periodic reports from applicants with regard to park activities,
- E. Request a contract fee or recommended donation (based upon the requested activity), and
- F. Complete approval process with the Belfast City Council for the Commercial Activities Contract.

Those who wish to apply for a commercial activity contract will need to do so directly with the Parks and Recreation Director and will need to provide the proper documentation to supplement a commercial activity application (class proposal, number of days/weeks, time, registration levels, class fee, product and sales information, etc.). Fees will be assessed based on the use request to include determining the length of time being requested, hours of operation, type of operation, etc. If a commercial activity is in competition with an activity/class/program that Parks and Recreation is already doing, it will not be forwarded to City Council for approval. A commercial activity request must be approved by Belfast City Council.

If you plan to submit a request that is outside the boundaries of this policy, please submit it at least 60 days in advance. If your request requires City Council review, the minimum deadline to submit your paperwork is 10 days prior to a City Council meeting. The Belfast City Council meets on the 1st and 3rd Tuesday of every month.

Renters: Fees to Participants

No private group may charge an entrance fee to visitors for admittance to public park property.

Similarly, a parking fee cannot be charged. For fundraisers, it is recommended to host registration in advance for a 5K for example, although late registration will be allowed. For officially-designated non-profits, donations may be accepted for special services, products, or events offered by the organizer (i.e., food, family or individual games); it's preferable that these donation be done online vs. being collected at the park.

Collection of any donations must remain on-site at the location approved for the special event/fundraiser, and general public users cannot be approached for donations unless they approach the event.

Rentals: Miscellaneous Items

- The placement of all temporary structures and activity locations related to an event must be approved by the Department staff. A map should be provided with the event application. A base Google Map is very helpful for locating the event's activities.
- The event organizer shall contact the Belfast Police Department **60 days or longer in advance** of the event if making a special request for police detail. This information is required as part of the event application.
- The sponsor should make provisions for adequate first aid care during the event.
- All provisions of the City of Belfast park-related ordinances apply to Special Events/Fundraisers.
- Per City of Belfast Park Ordinances, alcohol, illegal drugs, cigarettes, and vapes cannot be used within any City park or recreational area.
- Pets must be kept on a leash at all times in any Belfast parks or park areas and during any and all special events/fundraisers in the parks and park areas.

Third-Party Vendors and/or Third-Party Rented Services/Equipment

Often, the Department receives requests with special events and fundraisers for additional entertainment activities or rented equipment. The following items are NOT permitted at any special event/fundraiser

unless special permission is granted by the Department Director and/or Belfast City Council. Additional steps will be required if any of these items are approved for use at a special event/fundraiser.

- Inflatables (ex.: bounce houses, inflatable obstacle courses)
- Generators
- Pony Rides
- Third-Party Concessionaires (outside of food trucks)
- Food trucks
- Party Equipment (ex.: dunk tanks, basketball tosses, climbing walls)
- Party Services (ex.: DJs, specialty vehicles, Bubble Football)
- DJs
- Portable Gas Grills

Scheduling of School District Events within Municipal Parks

The following Reservation Fee Waiver applies to sanctioned RSU #71 student-based functions involving **Belfast Boathouse Rentals, Pavilion Reservation Fees & Sports Field Reservation Fees:**

- Reservations fees are waived for weekday (daytime and evening) student activity uses during the school year (from 14-days prior to the opening of school through two-weeks after the last day of school). The security deposit is not waived.
- **Non-student uses and uses at other times of the year are charged the standard fees. This includes the rental fee and security deposit.**
- The Large Groups/Special Events/Fundraising Policy, facility maintenance fees, and special conditions specified by staff may apply pending the event logistics.
- In all cases, RSU #71 must provide Proof of Insurance for all sanctioned events in Belfast City Parks and park areas, naming the City of Belfast as an additional insured. The Department is authorized to invoice the schools, if necessary, for any clean-up or damage repair costs associated with school uses and that will cost more than the collected security deposit.

Unmanned Aircraft

Unmanned Aircraft include radio-controlled, string-controlled, remote-controlled, and tethered model aircraft and drones. Unmanned Aircraft shall not be placed in flight, flown over, or landed in the children’s playground or pool area within the Belfast City Park.

All Unmanned Aircraft operators must follow all Federal Aviation Administration’s (FAA) protocols to include safe operations, licensing, inspections, training, flight patterns, distances, heights, etc. Proof of licensing will be required upon any requests for commercial flying (i.e., commercial filming for businesses, tourism videos, etc.) above any City park areas (except the areas noted above) with a request and proof of licensing to the Director of Parks and Recreation.

Aquatics: Belfast City Park Pool

Priorities

- Provide safe, fun, and clean facilities that are open and accessible to individuals and families.
- Pool revenue should seek to offset some operational expenses.
- Pool Admission Process and Resident Confirmation must be simple and hassle-free for both patrons and seasonal staff. Belfast Parks and Recreation recommends verifying address in early summer or in advance of pool visit by securing a residency card.

Membership for Residents

When this program goes operational, a **FREE Membership Card** can be obtained to indicate that you are a City Resident. To obtain a **FREE Membership Card** for pool visits, proof of residency is required when requesting a Membership Card. Proof of residency can include current Driver’s License, current utility bill, or current lease/homeowner’s insurance document.

Daily Pool Sign-In will still be required.

Pool Categories	2025
Daily – Toddlers, 2 yrs. and under (In water chaperone & swim diaper required)	FREE
Daily – Youth, 3-10 yrs. (Chaperone required) and 60+ yrs.	FREE
Daily – Regular, 11-59 yrs.	FREE
Daily – Non-Swimming Adult (not in swimwear attire and not entering the water)	FREE
Pre-scheduled Group Admissions during public operational hours (i.e., 4-H Clubs, Scouts, Birthday Parties, Summer Camps); Membership Card is not required.	<ul style="list-style-type: none"> • Groups of 10-25 people: \$25 • Groups of 26-50 people: \$50 • Please schedule ahead; groups may be limited due to overall pool capacity. • Payable by cash or check or credit card with pre-scheduled reservation.

Pool Rental Rates for Private Groups

The pools are available to rent for private activities during the regular operating season from **6:30-8:30 PM on Friday, Saturday, and Sunday evenings**. Time block includes your set-up, activity time, and clean-up. In order to provide proper staffing, reservations must be made a minimum of 14 calendar days in advance.

Private rentals must include a ratio of 1 adult for every 10 children, and pool staff do not count as chaperones. The adults must be actively watching and/or swimming with the children.

Rental Type	Fee
All Two-Hour Rentals for small families, birthday parties, small events and fundraisers, etc.	1-25 Guests: \$30 Resident Rental 26-75 Guests: \$60 Resident Rental 1-25 Guests: \$35 Non-Resident Rental 26-75 Guests - \$70 Non-Resident Rental

- Regular rentals include use of pool, pool grounds, and bathhouse. The proper forms must be completed for pool rental request, and the fee must be paid to secure the date. All rentals must be secured a minimum of 14 days in advance of rental date requested. All regular pool rules and municipal ordinances apply.
- All activity locations and event plans must be approved in advance by the Pool Manager.
- Per City of Belfast Park Ordinances, alcohol, illegal drugs, cigarettes, and vapes cannot be used within any City park or recreational area.

Inclement Weather Policy

The Department staff will attempt to reschedule groups at no additional charge during the current season, pending availability. If the pool schedule cannot accommodate a rescheduled date, a full refund will be

provided.

Pre-Scheduled Groups Admission Policy

If an organization requests the Pre-Scheduled Group Admission Rate during our regular swim days, the request is considered with the following provisions:

- A group is defined as a non-family party consisting of at least 10 people, including supervisors and chaperones.
- Groups must request swim dates and times at least 14 days in advance with the Pool Manager. **No more than two groups (up to 25 members each)** are admitted to the pool at one time. For safety reasons, pool staff may decline requests for unscheduled groups at the Group Admission Rate.
- An organization may send no more than 50 group members (including supervisors) at any one time onto pool grounds.
- The 50 members from an organization may stay on pool grounds no longer than two (2) hours (i.e., 1-3 PM, 3-5 PM).
- **Group supervisors/chaperones must accompany and actively supervise swimmers during the entire period, requiring at least one chaperone for every 10 children they are actively supervising.**
- All patrons related to the group are included in the calculation of the group admission fee (i.e., supervisors, chaperones, group leaders, babysitters, parents, and swimmers), except non-swimming chaperones, not attired in swimwear who are admitted for FREE.

This policy applies to all groups and organizations including the Department's summer camps. The maximum time per day is two (2) hours per swimmer-group (*vs. two-hours per organization*). If the organization has more than 50 children, they may choose to rotate groups of up to 50 into the pool, reduce their pool time to accommodate their schedule, or rotate the days per week that a particular group would visit the pool. Pre-Scheduled Group Admission fees are not eligible for refund, credit, same-day re-admission or rain checks.

Group leaders are responsible to check-in and out with the Front Desk Staff, certify the group count for each visit, sign invoices for payment of the appropriate entrance fees (terms: net 10 days) if not paying in cash or by check, and be responsible for the patron conduct and the two-hour (maximum) schedule of the group on pool grounds. Groups that abuse the Department's Policies and Procedures may be suspended from using the pool by the Pool Manager or the Department Director.

Belfast Boathouse Rental Program

The Belfast Boathouse is a rentable facility, owned by the City of Belfast, that is used for a multitude of functions, special events, and community activities. The Belfast Boathouse is a year-round rentable facility starting in the fall of 2025 for meetings, weddings, special activities, reunions, rehearsal dinners, and more. Based on your event style, capacity is as follows:

- Educational-style seating with tables: 150 ppl.
- Sit-down dinner with round tables: 150 ppl.
- Standing reception-style events: 200 ppl.
- Auditorium-style seated event (seating in rows): 160 ppl.
- Occupancy does not change if you decide to add an outside tent.

The rental program includes the Belfast Boathouse and its fenced grounds. Small activities may be held outside of the grounds, but those are reviewed on a case-by-case basis as part of the renting process.

The Belfast Boathouse includes a vestibule with coat rack, large event room, small event room with pass-through window from kitchen (chair and table racks are stored here), two single restrooms, maintenance closet, and a warming kitchen.

The overall square footage of the building is 3,960 sq. ft., and the fenced-in grounds are part of the Belfast Boathouse property. There are a total of 14 parking spaces in the small parking lot for the Belfast Boathouse, for the small picnic area, and for the kayak launch area. There are two (2) handicapped parking spaces in front of the Belfast Boathouse entrance. This parking lot is open to the public at all times. Please see the appendix for additional parking information that you can share with your attendees, as there is a lot at the bottom of the Belfast Common on the corner of Commercial and Front Streets, and parallel parking along Front Street, downhill only, on the west side of the street.

The Belfast Boathouse provides a limited collection of supplies for your rental fee; please consider if this works for your type of event or activity as you may need to consider contracting with a third-party vendor to provide additional event supplies. Items supplied with your Belfast Boathouse rental:

- Small single-speaker sound system with either a wired microphone or two cordless microphones, extension cord, and laminated instructions for set-up.
- 50" Smart TV with HDMI connection for showing PowerPoints, video montages, etc. Laptop not provided.
- Wi-Fi for the building.
- 162 Lifetime plastic folding chairs and chair racks. These can be used outside, but the chairs must be wiped down before returning them to their racks.
- 17 5' (60") round dining tables and table racks. Tables seat 8 tightly (136 ppl) and seat 6 comfortably (102 ppl).
- Seven (7) 8' rectangular plastic tables and table racks.
- 12 6' rectangular plastic tables and table racks.
- Three (3) 32-gallon trash receptacles in main event area.
- Two (2) small trash receptacles in restrooms (1 in each restroom).
- Four-burner electric stove with oven.
- Two-shelf convection oven.
- Small 1.9 cu. ft. microwave.
- One large (100 cup) and one small (50 cup) Coffee Pro coffeemakers.
- One 22 cu. ft. refrigerator (no freezer).
- One-time stocked paper products (paper towels and toilet paper) and trash bags (large black trash bags and small clear bags for each container) for your event. Additional trash bags need to be provided by you.
- Two (2) 6' stainless steel prep tables and several kitchen countertops.
- Two full-size sinks and one bar sink (in kitchen).
- One small 3' step-stool.
- Fully-stocked Maintenance's Closet for clean-up after your event, which is required.
- Several on-the-wall hangars for draping fabric and/or lights for decorations.
- Fire extinguisher located in the kitchen.
- The Boathouse's power is a 200 amp service with 20 amp breakers except for the restroom breakers which are 15 amp and the electric stove breaker which is a 30 amp. At no time should breakers be tripping; if they are, you have overloaded the circuits.

Items not supplied with your Belfast Boathouse rental; you will need to consider renting these items or providing them yourself:

- Table linens.
- Tableware to include plates, silverware, and glasses.

- Serving dishes.
- Decorations
- Trash removal (must be removed by you).
- Large multi-speaker sound system.
- Dance floor.
- Additional accent lighting.
- A separate bar.
- The building is not air conditioned, but it does have two very powerful ceiling fans; windows do allow a very nice breeze to blow through the building as well.
- The Boathouse's warming kitchen is NOT a commercial catering kitchen. It is recommended that your caterer prepare food off-site and transport it for warming/staging/plating in the warming kitchen.

Items not allowed inside the Belfast Boathouse or on the fenced grounds surrounding the Boathouse as part of your rental:

- Natural flame candles. Flameless candles are acceptable.
- Paper Lanterns cannot be launched from the Belfast Boathouse grounds, nor from any waterfront park areas near the Boathouse.
- Consumer fireworks on the Boathouse grounds are not allowed at any time.
- Steamboat Landing Park and Gazebo, the Harbor Walk, the public beach, and the kayak launch are not part of your Belfast Boathouse rental. To request use of any of these spaces as part of your rental, please discuss that request with the Parks and Recreation Director.

Belfast Boathouse Rental Guidelines

- The Belfast Boathouse Rental Application is required to start the rental process.
- Photos and videos of the facility are available for viewing via email links, along with a building layout with measurements (see appendix).
- An initial tour is available without charge; please know that these need to be scheduled around any other rentals that take place and/or in consultation with the Department Director's schedule.
- With your paid rental, you may have one additional tour closer to your event date so that you can do final measurements, secure your layout ideas, ask any additional questions, etc. Bring as many friends and family members to that final tour so that they are familiar with the building's equipment and layout, and your set-up/clean-up plans. This is very important for any wedding rentals, especially if the bride and groom are not going to be available during the clean-up post event.
- Your rental is not secure until you have a submitted a rental application, you've discussed the rental policies with the Director, and you've paid either your 50% rental deposit [when renting more than three months (90 days) ahead of your rental date] or your 100% rental payment [when renting inside three months (89 days or less) from your rental]. A completed application and your deposit/payment secure your date(s).
- Your security deposit is due at your 2nd 50% rental payment [when renting more than three months (90 days) ahead of your rental date] or when you pay your 100% rental payment [when renting inside three months (89 days or less) from your rental].
- **The individual signing the rental application and providing the rental fee, the security deposit, and the credit card authorization must be at least 21 years of age and be on-site during the entire event.**
- Access to the Boathouse is by electronic code; each renter receives their code 24 hours in advance; there are exceptions to this process and those exceptions are communicated to each renter. Codes are changed frequently to prevent inappropriate access to the building.

- The Belfast Boathouse overall rental hours are as follows, and can be shortened for rentals that have limited set-up needs:
 - Fri., Sat. and Sun. Weekend Rental – 8 AM Friday through 11 PM Sunday
 - Single Rental Day (weekday or weekend) – 8 AM-11 PM

Belfast Boathouse Rental Fees			
Off-Season Rental (starting November 2025): November 1-April 30			
	Belfast Resident*	Non-Resident	Security Deposit
Weekend Rate (Fri., Sat. and Sun.)	\$1,600	\$2,400	\$500
Weekend Day Rate (Sat. or Sun.)	\$525	\$800	\$100
Weekday Rate	\$140	\$210	\$100
Non-Profit** Weekend Rate (Fri., Sat. and Sun.)	\$800	\$1,200	\$500
Non-Profit Weekend Day Rate (Sat. or Sun.)	\$260	\$400	\$100
Non-Profit Weekday Rate	\$100	\$150	\$100
Belfast City Employee Weekend Rate (Fri., Sat. and Sun.)	\$575	N/A	\$500
Belfast City Employee Weekend Day Rate (Sat. or Sun.)	\$200	N/A	\$100
Belfast City Employee Weekday Rate	\$70	N/A	\$100
Belfast City schools' student activities	\$0	N/A	\$100
High-Season Rental: May 1-October 31			
	Belfast Resident*	Non-Resident	Security Deposit
Weekend Rate (Fri., Sat. and Sun.)	\$3600	\$5,800	\$500
Weekend Day Rate (Sat. or Sun.)	N/A	N/A	N/A
Weekday Rate	\$200	\$300	\$100
Non-Profit** Weekend Rate (Fri., Sat. and Sun.)	\$1,500	\$2,900	\$500
Non-Profit Weekend Day Rate (Sat. or Sun.)	N/A	N/A	N/A
Non-Profit Weekday Rate	\$130	\$200	\$100
Belfast City Employee Weekend Rate (Sat. and Sun.)	\$1,000	N/A	\$500
Belfast City Employee Weekend Day Rate (Sat. or Sun.)	N/A	N/A	N/A
Belfast City Employee Weekday Rate	\$100	N/A	\$100
Belfast City schools' student activities	N/A	N/A	N/A
Belfast Boathouse Custodial Fees			
\$55/hr. – If you know that you will not be able to accommodate the required cleaning per the rental contract, you can pay a custodial fee in advance for cleaning. The minimum is \$110 for two hours. HOWEVER, the City's custodial services must be utilized, and they must be contracted and confirmed in advance.			

*Belfast residents must have a residential or business address within the City limits. Address will be required. A Waldo County resident does not qualify unless that resident also lives within the Belfast City limits.

**To qualify for this non-profit rate, the organization must be able to provide proof of its IRS Non-Profit Designation and associated Tax ID number.

Belfast Boathouse Security Deposits

- The security deposit is paid in advance and covers non-cleaning and building damage (walls, windows, floor, doors, toilets, sinks, etc.) and the removal or damage to equipment (tables, chairs, racks, sound equipment, podium, microphone, kitchen equipment, trash cans, etc.).
- If a renter does not clean per the cleaning checklist, cleaning fees will be deducted from the security deposit. It takes a minimum of two hours to clean the Boathouse properly, including tables and chairs, by one person. This estimate is based on not having to move tables/chairs, remove decorations, etc.
- The Belfast Parks and Recreation Department reserves the right to invoice or charge a credit card on file for damages over and above the security deposit amount. The charges for cleaning fees are \$55/hr., and charges for damaged or removed equipment will be based on the replacement cost for an equal or similar item.
- Cleaning fee rates will be updated as they change.

Belfast Boathouse Insurance Requirements

- Renting at the Belfast Boathouse requires your ability to provide a Certificate of Insurance with the City of Belfast named as an additional insured, demonstrating that you have a \$1,000,000 General Liability Insurance policy in place. If you're not able to secure this policy through your homeowner's insurance agency, you can secure a policy through a special event insurance company.
- Your Certificate of Insurance is due to the Department Director no later than 10 days prior to your rental.
- If you are hosting a private event with alcohol (BYOB or you are providing the alcohol), you are required to also have the Liquor Liability Endorsement on your policy. Be sure that the Certificate of Insurance notes that endorsement. Alcohol cannot leave the Belfast Boathouse's fenced, outside grounds, or your rental party faces a violation of the City of Belfast alcohol ordinance.
- No person less than 21 years of age may consume, possess, or distribute alcoholic beverages. **Renter** is responsible for verifying the age of all persons to whom alcoholic beverages are served and/or consumed during the event, unless that responsibility is being passed to a professional catering service.
- In the case of a caterer/professional bartending service providing and serving alcohol at the Belfast Boathouse, the caterer's Off-Premises Permit/RAMP Certification as well as their Certificate of Insurance noting their general liability limits and types of coverage including the liquor liability endorsement must be provided to Belfast Parks and Recreation at least 10 days prior to the event, and the Certificate of Liability must also list the City of Belfast as an Additional Insured for the duration of the event. The caterer's liability insurance **must be a minimum of \$1,000,000 coverage**, and the caterer's staff must check photo-identification cards to verify the age of each person consuming alcohol.
- There is a noise ordinance for the City of Belfast; remember, there are many private homes adjacent to the Boathouse property. Please be cognizant of the ordinance, or the police may be called to your event.

Set-Up and Clean-Up

- The **ONLY** tape permissible to be used for decorations on the walls or taped to tables is painter's or masking tape. Please, no packing tape, electrical tape, box tape, duct tape, or any other heavy-duty tape. If we find tape on our chairs, tables, walls, or floor, we will deduct additional cleaning expenses from your security deposit.
- Please do not add any additional hooks to the walls; there are plenty of hooks available on both long walls as well as the long center ceiling beam.
- There are plenty of plugs on the walls of the large and small event rooms; remember, the plugs

are approx. 3' high off of the floor. Please limit the amount of extension cords used, and if you plan to utilize a multi-plug strip, ensure that it is a certified surge protector.

- Renters are responsible for renting a large ladder or scissor lift to decorate; the City of Belfast will not provide this equipment due to liability issues.

End-of-Rental Requirements

- You are required to clean the facility after your rental; it is important to provide the end-of-rental guidelines to your support team so that they know where everything is located, where it should be returned to, where cleaning supplies are located, and exactly what is required for cleaning. This is especially important for wedding rentals if the bride and groom will not be part of the clean-up team.
- Per the fee table, you can contract with the City's custodial services in advance if you know that you or your team will not be able to clean, assuming the custodial team is available. If the Boathouse is not cleaned by your team or by the custodians, deductions will be made from your security deposit for a minimum of 2 hrs. at \$55/hr.
- If you are using a caterer for your event or activity, please know that your caterer must be out of the building when you are. They cannot return at a future time to pick-up their supplies and equipment due to the busy rental schedule.
- If you are renting equipment such as additional tables or a different style of chairs or lights, please discuss with your vendor the drop-off and pick-up details. On holidays, staff are not available to meet vendors at the Boathouse. You may need to rent additional days on the front or back-end of your event to accommodate these additional steps. The Boathouse is very busy in the summer months and there could be a rental back-to-back to your rental. If you haven't secured the additional time you need, there may be issues for the next renter.
- All trash, decorations, and recyclables must be removed from the property at the conclusion of your rental. There is not a dumpster on the Belfast Boathouse grounds.
- If you think you're going to need additional time for set-up and clean-up, in addition to your event, please book it in advance, as it may not be available closer to your event due to other rentals.
- City of Belfast Parks and Recreation Department will conduct a pre- and post-facility inspections to determine if the checklist for end-of-rental requirements has been met or if there is any damage to the facility or equipment; if there are issues, then the Director will contact the renters to inform them of the security deposit deductions if the checklist is incomplete.

Cancellations

The Belfast Boathouse has the following policies for cancellations:

- More than 120 days prior to the event, you will receive 75% of your rental deposit; remember, at this point, you may have only paid your 50% deposit so you would receive 75% of that payment.
- If you are between 45-119 days prior to the event, you will receive 50% refund of your rental deposit and you will receive 100% refund of your security deposit if you have paid it within this period.
- If you are less than 44 days out from your event, there is no refund for your rental payment, but you will receive 100% refund of your security deposit.
- Refunds will be paid by the City of Belfast by check within 30 days after written notice of cancellation of your rental.

If you plan to submit a request that is outside the boundaries of this policy, please submit it at least 60 days in advance. If your request requires City Council review, the minimum deadline to submit your paperwork is 10 days prior to a City Council meeting. The Belfast City Council meets on the 1st and 3rd Tuesday of every month.

Belfast Senior Center

The Belfast Senior Center meeting site, the Belfast Boathouse, is a cooperative arrangement between the City of Belfast Parks and Recreation Department and the Belfast Senior Center Group as well as Spectrum Generations, the Central Maine Area Agency on Aging and Aging and Disability Resource Center. Spectrum Generations provides some operational support for the Center while the Department provides space during the high season and in the off-season starting November 2025. In the future, the Department will also assist with some programming that is free or fee-based.

Proposed Program Fee Levels (also see Pricing Model on Page 2):

1. **Level I (Core) Programs:** No fees are charged since they are led by staff, volunteers, or interns or even from Spectrum Generations. These are typically life-based educational programming, TRIAD programs, scam/safety programming, etc.
2. **Level II Programs:** Participant fees offset the program costs involved.
3. **County Resident/Non-County Resident:** All Waldo County senior residents will pay 100% of any program fees (County Resident rate; CR), and all non-Waldo County residents will pay 125% of any program fees (County Non-Resident Rate; CNR). This policy includes all fee-based programming, special events, and trips.

Trip Refund Fees

The refund deadline for trips is set for two weeks prior to the scheduled trip; the Department must pay the vendor and trip fees at that time. With respect to withdrawals and cancellations:

- Full refunds will be provided to registrants for trips that are cancelled or withdrawn by the Department or the tour company.
- For registrants, a full refund will be provided to trip registrants who provide notice to the Parks and Recreation Office no less than 14 calendar days before the trip. No refund or credit can be provided less than 14 calendar days before a trip. However, that person may transfer their space and payment to another individual. It shall not be the responsibility of the staff to facilitate these transfers.

Other Department Services / Programs

Amusement/Water Park Discount Ticket Sales

The Department is authorized to participate in the annual amusement/water park discount ticket program offered by the Maine Recreation and Park Association (MRPA). The proceeds of this program are general revenue for the Department; in the future, these proceeds will be directed toward the Youth Scholarships Program. Fees and policies for the ticket sales are specified by MRPA each year.

Tickets are purchased in-person at the City Clerk's Office, and the Belfast Parks and Recreation Department handles all inventory management and financial reporting and communication with City Clerk staff members. These sales are cash or credit card only, and the credit card fee is paid by the purchaser. No personal checks are accepted since the customer leaves with tickets in-hand.

Winter Kids Programming

The Department is authorized to participate in the annual Winter Kids programming through the Maine Recreation and Park Association (MRPA). This is a pass-through program that allows the Department to provide discounts to families for membership with Winter Kids, which provides discounted lift tickets and access to learn to ski/board programs as well as discounted equipment rentals. This partnership also

allows the Department to have access to winter loaner equipment for programs and access to grant opportunities for improvement of programs and facilities.

Belfast Dog Park Events

The Friends of Belfast Parks established the Belfast Dog Park within the boundary of the Walsh Field Recreation Area. The park was built as a result of the efforts of the committee's fundraising and volunteer efforts. Use of the Belfast Dog Park is free with operational assistance by volunteers. Capital improvements have been handled by the Friends of Belfast Parks in the past, and this relationship between the Friends and the City of Belfast will continue.

Wales Park Community Gardens

The Wales Park Community Gardens were established through the efforts of the Wales Park Community Garden's Steering Committee, Belfast Parks and Recreation, and Waldo County Soil and Water Conversation. This work established a mission statement, guidelines, by-laws, and the Memorandum of Understanding which note the relationship between these groups and various responsibilities.

Funds collected from plot fees and/or donations/grants are held by the City of Belfast in a special account. There is a cooperative arrangement between the Wales Park Garden's Steering Committee and the Department for coding invoices from the group and processing payments, as well as in reverse for charges the City incurs but are the responsibility of the Steering Committee's Treasurer.

The Wales Park Community Gardens contain standard garden plots which measure 4' x 16' and two accessible raised-bed garden plots, each measuring 3' x 8' and table height. These are not certified-organic plots, but pesticides are not allowed within this garden community. A lottery is held for Belfast residents who apply and win the opportunity to rent a plot. The lottery is typically conducted on February 15 each year. Plot applications are due by January 31 each year.

The plot rental fee is a standard \$25, but the Wales Park Community Garden's Steering Committee does ask for a donation about that rate if someone has the ability to add funds. Those additional funds are to help others who may not be able to pay the plot rental fee, or to hold for additional expenses for water use, the purchase of supplies, or other unforeseen expenses.

Donor Bench Program

The Belfast Parks and Recreation Department has a Donor Bench Program which provides bench seating at several parks to include Belfast Common, Heritage Park, Park on Main, and Wales Park; additionally, there are just a handful of bench spaces remaining for the Harbor Walk and Armistice Bridge (aka the Footbridge).

The Department has a standard bench design that includes cedar-colored recycled plastic slats, a black metal frame, a zinc-edged 2" x 10" plaque, and a plaque slat for a 2" x 10" plaque. There are two bench sizes, but depending on the site location, the smaller bench may be the only one that is suitable for that location.

The Donor Bench Program fees included an initial bench purchase and shipping as well as a small maintenance fee for any repairs or replacement parts needed for the bench. The Department will also begin providing GPS coordinates and recognition online for the bench program in 2025 as it pulls the bench history from its archives.

DuMor 6' 165-60PLC Cast Bench with cedar recycled plastic slats, black powder coating, a 2" x 10" plaque slat, and S/H.	DuMor 8' 165-80PLC Cast Bench with cedar recycled plastic slats, black powder coating, a 2" x 10" plaque slat, and S/H.
<p style="text-align: center;">\$2,251 Purchase Price (current market rate, 11/2024)</p> <p>The Department will always provide a quote to purchase in advance to capture current market rates before completing the sale.</p>	<p style="text-align: center;">\$2,900 Purchase Price (current market rate, 7/2024)</p> <p>The Department will always provide a quote to purchase in advance to capture current market rates before completing the sale.</p>
\$250 Maintenance / Repairs	\$250 Maintenance / Repairs
\$2,501 Total	\$3,150 Total

Little Free Libraries

The Belfast Parks and Recreation Department supports Little Free Libraries within our parks system; however, the libraries’ owners must be willing to adhere to the following guidelines. As of 11/2024, we have a moratorium on new library additions while we bring the current libraries up-to-date via the checklist below:

- Little Free Library must be registered with the Little Free Library at this web address: <https://littlefreelibrary.org/> Registering your Little Free Library allows the agency to contact you when and if a problem develops with your library—broken doors, rotting wood, vandalism, etc.
- Little Free Library owners/managers must periodically check their library to ensure it is in good working condition and inappropriate materials have been removed.
- Before a Little Free Library can be installed, the Department must receive a request with a location (street address, description, and/or GPS coordinates). The Department will evaluate the location in reference to other libraries in the area.
- If approved, our maintenance team will work with library owner to install the Little Free Library.
- If an owner is moving away, the Department requests that either 1) the owner transfers ownership to another local person and updates the contact info. within the Little Free Library, or 2) the owner transfers ownership to the Department temporarily, while our staff looks for a new owner, subsequently adopting the library to a new owner.

Adopt-A-Park Program

The Department is in the process of working with the Friends of Belfast Parks and Recreation to form an Adopt-A-Park program. As those policies come together, we will add those details here and have this document reviewed and approved by the Parks, Trails, and Recreation Committee and the Belfast City Council.

Park Concessions Contracts

The Department, through an annual bid process, will accept parks concessions contracts for its concessions’ operation at Belfast City Park. The typical operational season is mid- to late-May through the end of September.

In the future, a concessions contract may be added at the Walsh Field Recreation Area concession stand; in the interim, the Department works with the Belfast Little League to provide a limited concessions service for league fundraising.

10.D,E+F



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

MEMORANDUM

DATE: December 30, 2024

TO: Mayor, City Council, and City Manager

FROM: Alexandra E. Sykes, City Planner

CC: Bub Fournier, Director of Planning and Codes

RE: Second Reading – Contract Rezoning Agreement Amendment #1 – Three Tides Restaurant

BACKGROUND INFORMATION

Daniel Waldron, Applicant, is proposing to reconstruct the Three Tides restaurant building located at 2 Pinchy Lane, Map 11 – Lot 141-B. The proposal involves review pursuant to the Contract Rezoning process in Chapter 102 Zoning for the Waterfront Mixed Use Zoning District and Waterfront Development Shoreland District. In this process, the Planning Board and Intown Design Review Committee have served in advisory positions to the City Council, who will have the final decision. The property is subject to an approved Contract Rezoning Agreement from 2020. The current proposal is a minor amendment to that approval.

The Intown Design Review Committee (October 3) and Planning Board (November 13) have completed their review of the Applicant's proposal and a draft Contract Rezoning Agreement Amendment #1 was presented to Council for a First Reading on the December 3rd Council meeting. The Council reviewed and approved amendments to the draft Agreement at the meeting and voted to schedule a Second Reading and Public Hearing for the Contract Rezoning Agreement Amendment #1 at the Council meeting of January 7th.

The majority of the language within the 2020 Contract Rezoning Agreement has been maintained, except for the minor amendments in which the Applicant is seeking approval from the City. The Council voted to approve the following amendments to the preexisting Contract Rezoning Agreement, which include:

- 1) To allow relief from the side and front setback requirements of the Waterfront Mixed Use 2 zoning district (currently the proposed reconstructed building results in a building not able to comply with the 10-foot front setback at the south property line

and 5-foot side setback requirements at the western sides of the property that apply to the Waterfront Mixed Use 2 zoning district), and

- 2) To allow a relief from the maximum height limitations within the Waterfront Development Shoreland Zoning District (currently the proposed reconstructed building results in a building that is not able to comply with the maximum height allowance of 35' that apply to the Shoreland Zoning District due to the required raising of the building height to comply with FEMA Flood Plain regulations), and
- 3) To allow a portion of the building (the stair core) and front porch (on the southern side of the building) to be located within the bounds of the City Harbor Walk right-of-way, and
- 4) To reaffirm the Council previous approval in 2020 to designate two public parking spaces located directly adjacent to the Front Street Pub in Belfast Yards to be handicap spaces.
 - a. To note: These spaces would not be dedicated for the Three Tides Restaurant but would provide handicap parking that would be readily accessible to the restaurant.

Within your packets, we have provided the following documents that pertain to the Amendment #1 to the Contract Rezoning Agreement:

- 1) Draft of the 2024 Contract Rezoning Agreement Amendment #1
 - a. This document will be the binding document between the Applicant and the City. The previous agreement was signed by the Applicant and City Manager on behalf of the City Council after formal adoption by the Council.
- 2) Draft Conditions of Approval – Attachment A
 - a. This document describes the specific conditions of approval set forth for the Contract Rezoning Agreement Amendment #1.

I also note that I have not provided all of the information that was presented to you at the First Reading and I hope that you still have this information available for your reference.

REQUESTED COUNCIL ACTIONS

Staff would like to briefly present a summary of the minor amendments to the approved Contract Rezoning Agreement; Daniel Waldron (applicant) will also be present at the meeting if the Council has any specific questions regarding the project. Following the brief presentation, staff respectfully asks the Council to conduct a formal Public Hearing for the Contract Rezoning Agreement Amendment #1. Following the Public Hearing, during the Second Reading staff respectfully asks Council to discuss the Contract Rezoning Agreement Amendment #1 and consider taking a vote to adopt the Agreement Amendment #1 as presented.

Motion #1: The City Council, at its meeting on January 7th, 2025 hereby adopts the proposed Contract Rezoning Agreement Amendment #1, as such were presented at the January 7th 2025 Second Reading.

**DRAFT CONTRACT REZONING AGREEMENT
AMENDMENT #1
CITY of BELFAST CODE of ORDINANCES**

**CITY OF BELFAST CITY COUNCIL
APPLICANT: MAIA PROPERTIES, LLC (DANIEL WALDRON)
PROJECT: THREE TIDES RESTAURANT RENOVATION
LOCATION: MAP 11, LOT 141B**

1) Parties to Agreement.

Applicant: Maia Properties, LLC (hereinafter 'Applicant')
ATTN: Daniel F. Waldron, WhiteCAP Builders
15 Evergreen Ridge Road
Belfast, ME 04915

City: City of Belfast (hereinafter 'City')
131 Church Street
Belfast, Maine 04915

2) Description and Location of Property.

WhiteCAP Builders, Daniel Waldron, President (hereinafter Applicant), on behalf of Maia Properties LLC, owner of the former Three Tides Restaurant property located at 2 Pinchy Lane, Map 11, Lot 141B, is proposing to reconstruct and expand the existing building to re-establish its use as a restaurant. The Applicant is proposing to demolish the current building, saving the foundation for future re-use, and building a new structure that captures the visual essence of the surrounding buildings. Like the former building, the new structure will serve as a bar, restaurant and beer garden and will be 3 stories tall. The newly constructed building will include: a ground level consisting of storage, cold storage, toilets and waterfront assembly & seating space; the second story will consist of a kitchen, bar, toilets, and indoor & deck seating; and the third story will consist of a service bar, toilets, storage, and indoor & deck seating. Access to the property will be via Pinchy Lane, Front Street, and the Harbor Walk.

The Three Tides Restaurant and accompanying improvements have been located on this property since 2002. The property is 9,583 square feet in size (.22 acres) and it has 105.4 ft of frontage on the public right-of-way for the Belfast Harbor Walk, and it has 66 feet of shore frontage. While the address of this property is 2 Pinchy Lane, the property does not have any street frontage on the nearest street, Marshall Wharf. The property owner and former operators of the Three Tides Restaurant have used Marshall Wharf to provide vehicular access to the property.

3) Applicant Request and Purpose of Contract Rezoning Agreement.

The Three Tides property is located in the Waterfront Mixed Use 2 zoning district and the Waterfront Development Shoreland District. The Belfast City Council, in February 2023, adopted amendments to the City Code of Ordinances, Chapter 102, Zoning, and Chapter

82, Shoreland, to allow the potential use of contract rezoning for a property located in this zoning and shoreland district. Pursuant to the 2023 Ordinance amendments, reference Chapter 102, Zoning, Article X, Contract Rezoning, Division 4, Waterfront Mixed Use Zoning Districts and Waterfront Development Shoreland District, an applicant whose property is located in the Waterfront Mixed Use 2 zoning district may voluntarily request to apply for a Contract Rezoning Agreement.

The Applicant proposal to re-establish the Three Tides Restaurant is a permitted use in both the Waterfront Mixed Use 2 zoning district and the Waterfront Development Shoreland District. The main reasons the Applicant is pursuing an Amendment #1 to the Contract Rezoning Agreement are because the proposed reconstruction of the Three Tides Restaurant results in not being able to satisfy: (1) the dimensional standards for the Waterfront Mixed Use 2 zoning district; both the front structure setback requirement of 10 feet, and the side structure setback requirement of 5 feet (one side of the building), and (2) the maximum height limitations of 35' for the Waterfront Development Shoreland District. In addition, the Applicant is requesting to construct a small portion of a new stair core and front porch (which includes the portions of the foundation for those elements and the overhang of the eaves) within the bounds of the City owned right-of-way for the Belfast Harbor Walk.

4) City Code of Ordinance Requirements.

The Belfast City Council determined that the City has the authority to consider the Applicant proposal to develop and occupy this property pursuant to terms of a Contract Rezoning Agreement Amendment #1. The Council considered the provisions of the applicable City Code of Ordinances and the recommendations of the City of Belfast Planning Board and Belfast Intown Design Review Committee in determining that the Applicant project is an allowed use and that it satisfies applicable Ordinance requirements, subject to terms of this Contract Rezoning Agreement Amendment #1. The Council considered the following Ordinances:

- a) Chapter 102, Zoning, Article X, Contract Rezoning, Division 4, Waterfront Mixed Use Zoning Districts and the Waterfront Development Shoreland District. The Council specifically found that Section 102-1451 (b) establishes that the Applicant property qualifies to request the issuance of a Contract Rezoning Agreement Amendment #1. The Council concurred with the Belfast Planning Board that the Applicant's request for relief from certain dimensional (setback) requirements and encroachment on City owned property that apply to the Waterfront Mixed Use 2 Zoning District warrants City consideration of issuing a Contract Rezoning Agreement Amendment #1.
- b) Chapter 102, Zoning, Article V, District Regulations, Division 9, Inside the Bypass Zoning Districts, Section 102-462, Table of Uses, and Section 102-471, Dimensional Table, for the Waterfront Mixed Use 2 zoning district. The Council concurred with the recommendation and finding of the Belfast Planning Board that a restaurant with inside and outside seating is a permitted use, and that the property complies with applicable dimensional requirements, subject to the structure setback and encroachment on City owned property relief granted through this Agreement Amendment #1.

- c) Chapter 82, Shoreland. The Council concurred with the recommendation and finding of the Belfast Planning Board that the property is located in the Waterfront Development Shoreland District and that the Applicant proposal must comply with applicable Shoreland requirements; subject to maximum height relief granted through this Agreement Amendment #1.
- d) Chapter 90, Site Plan. The Council concurred with the recommendation and finding of the Belfast Planning Board that Chapter 90, Site Plan, applies to the project reconstruction proposed by the Applicant.
- e) Chapter 78, Floods. The Council concurred with the recommendation and finding of the Belfast Planning Board that Chapter 78, Floods, applies to the reconstruction proposed by the Applicant. The Three Tides Restaurant building is located in the AE zone, elevation 11, of the flood zone.
- f) Chapter 80, Intown Design Review. The Council concurred with the finding of the Belfast Planning Board that Chapter 80, Intown Design Review, applies to the reconstruction proposed by the Applicant. The Intown Design Review Committee, pursuant to Step 2 of the Contract Rezoning process, conducted its review of the Applicant proposal at its meeting of October 3, 2024. The Planning Board and City Council considered the Committee's recommendations in making its decision on the requested Contract Rezoning Agreement Amendment #1.
- g) Chapter 98, Technical Standards Ordinance. The Council concurred with the finding of the Belfast Planning Board that the Technical Standards provided guidance to both the Board and the Council in implementing goal statements identified in Chapter 102, Zoning, Article X.

5) Description of City Council Action

The Belfast City Council conducted the public hearing and meetings associated with its review of the requested Contract Rezoning Agreement that are required by Chapter I 02, Zoning, Article X, Contract Rezoning, Division 4, Waterfront Mixed Use Zoning Districts and the Waterfront Development Shoreland District. The Council conducted the First Reading of the proposed Contract Rezoning Agreement Amendment #1 at its meeting of December 3, 2024, and conducted the Second Reading and accompanying public hearing at its meeting of January 7, 2025.

The Council, at its meeting of January 7, 2025 found that the Applicant satisfied all requirements of Chapter 102, Zoning, Article X, Contract Rezoning, Division 4, Waterfront Mixed Use Zoning Districts and Waterfront Development Shoreland Districts, Sections 102-1450, 102-1451(b), 102-1453, and 102-1454, and voted at this same meeting to approve the Contract Rezoning Agreement Amendment #1 for the property located at Map 11, Lot 141B. The Council found that the Applicant proposal satisfied all Section 102-1453(a) Mandatory Conditions for a Contract Rezoning Amendment (Agreement) that are stipulated in State Law, all Section 102- 1453(b) Discretionary Conditions for a Contract Rezoning

Agreement that are stipulated in the City Code of Ordinances, and that the project proposal is consistent with the Goal Statements stipulated in Section 102-1454. The Council, at its meeting of January 7, 2025 adopted a motion to approve the Applicant request for a Contract Rezoning Agreement Amendment #1. This Agreement grants the Applicant relief from certain structure setbacks, height limitations, and encroachment on City owned property requirements; reference Attachment A, Conditions of Approval. Further, the terms of this Contract Rezoning Agreement Amendment #1 shall replace and supersede terms of Use Permits and Site Plan Permits granted to David and Sarah Carlson, past owners and operators of the Three Tides Restaurant.

The Council authorized the City of Belfast City Manager to enter into (sign) this Agreement on their behalf.

6) Terms and Conditions of Approval

The Contract Rezoning Agreement Amendment #1 is subject to Applicant compliance with the terms and conditions identified in Attachment A, City of Belfast Planning Board recommended Conditions of Approval, which the Planning Board reviewed and approved at its meeting of November 13, 2024, and as such were reviewed by the Council at its meetings of December 3, 2024 and January 7, 2025 and as such were approved, including amendments, by the City Council at its meeting of January 7, 2025.

7) Integration.

This Contract Rezoning Agreement Amendment #1, together with all attachments, represents the set of terms and conditions between the parties. No oral statements, promises or understandings may be relied upon by either party.

8) Assignment.

The City requires the Applicant to inform the City and obtain City approval, subject to terms identified in this Contract Rezoning Agreement Amendment #1, of any proposal or request to assign the terms of this Agreement to any other party. Such a request shall be considered an amendment to this Agreement.

9) Enforcement.

The following provisions shall apply to enforcement of the terms of this Contract Rezoning Agreement Amendment #1:

- a) The parties hereto acknowledge that this Agreement is enacted pursuant to and is an extension of the land use laws of the City of Belfast. The City may enforce any violation of the terms and conditions in the Contract Rezoning Agreement Amendment #1 and all attachments hereto, pursuant to the relief, penalties and remedies, including injunctive relief, as contained in Title 30-A M.R.S 4452 and Rule SOK of the Maine Rules of Civil Procedure. Each day of violation shall be considered a separate violation. Provided, however, with the exception of emergency safety issues, no enforcement

action shall take place unless the Applicant, or its heirs, successors and assigns, fails to substantially cure violations after receipt of written notice from the City demanding cure within 30 days of receipt of said notice by the Applicant or its heirs, successors and assigns; and

- b) Unless specifically displaced by the terms and conditions described herein, the Applicant, or its heirs, successors and assigns, shall comply with all performance standards, land use ordinances, and public health, safety and welfare ordinances of the City of Belfast, whether existing or to be enacted in the future.

10) Effective Date of Agreement.

The effective date of this Contract Rezoning Agreement Amendment #1 shall be the date of its adoption by the City Council, January 7, 2025. This Agreement was adopted and signed by both the Applicant (Daniel Waldron, President) and the City (by Erin Herbig, City Manager) in January 2025.

The adoption of the Contract Rezoning Agreement Amendment #1 and the accompanying Attachment Planning Board Recommended Conditions of Approval – Attachment A, is a legal land use decision of the City Council of the City of Belfast. Any appeal of this decision must be filed in the Waldo County Superior Court within 30 days in accordance with provisions of City Code of Ordinances, Chapter 102, Zoning, Section 102-1455.

ON BEHALF OF THE APPLICANT,

DATED: _____

Daniel F. Waldron

State of Maine Waldo
County, ss

Personally appeared before me the above-named Daniel F. Waldron, President, WhiteCAP Builders, and made oath that the above-stated facts are true based upon his knowledge, information and belief and to the extent that they are based upon information and belief, Daniel F. Waldron swears that he believes them to be true.

Before me ,

Notary Public

Type of Print Name as Written

My Commission Expires:

ON BEHALF OF THE CITY OF BELFAST,

DATED: _____
_____ Erin Herbig

State of Maine
Waldo County, ss

Personally appeared before me the above-named Erin Herbig, City Manager, City of Belfast and made oath that the above-stated facts are true based upon her knowledge, information and belief and to the extent that they are based upon information and belief, Erin Herbig swears that she believes them to be true.

Before me,

Notary Public

Type or Print Name as Written

My Commission Expires:

**ATTACHMENT A
DRAFT CONDITIONS OF APPROVAL
RECOMMENDED BY BELFAST PLANNING BOARD
AS REVIEWED, AMENDED AND ADOPTED
BY BELFAST CITY COUNCIL**

**MAIA PROPERTIES, LLC
THREE TIDES RESTURANT
2 PINCHY LANE – MAP 11, LOT 141-B
CONTRACT REZONING AGREEMENT
AMENDMENT#1**

1. Applicant:

Maia Properties, LLC
15 Evergreen Ridge Road
Belfast, ME 04915

2. Description of Property and Project:

WhiteCAP Builders, Daniel Waldron, President (hereinafter Applicant), on behalf of Maia Properties LLC, owner of the former Three Tides Restaurant property located at 2 Pinchy Lane, Map 11, Lot 141B, is proposing to reconstruct and expand the existing building to re-establish its use as a restaurant. The Applicant is proposing to demolish the current building, saving the foundation for future re-use, and building a new structure that captures the visual essence of the surrounding buildings. Like the former building, the new structure will serve as a bar, restaurant and beer garden and will be 3 stories tall. The newly constructed building will include: a ground level consisting of storage, cold storage, toilets and waterfront assembly & seating space; the second story will consist of a kitchen, bar, toilets, and indoor & deck seating; and the third story will consist of a service bar, toilets, storage, and indoor & deck seating. Access to the property will be via Pinchy Lane, Front Street, and the Harbor Walk.

The Three Tides Restaurant and accompanying improvements have been located on this property since 2002. The property is 9,583 square feet in size (.22 acres) and it has 105.4 ft of frontage on the city-owned Belfast Harbor Walk, and it has 66 feet of shore frontage. While the address of this property is 2 Pinchy Lane, the property does not have any street frontage on the nearest street, Marshall Wharf. The property owner and former operators of the Three Tides Restaurant have used Marshall Wharf to provide vehicular access to the property.

3. Description of City Actions:

- 3.1** The City Council, at its meeting of July 21, 2020, reviewed all requirements in the City Code of Ordinances, Chapter, 102, Zoning, Article X Contract Rezoning, Division 4, Waterfront Mixed Used Zoning Districts and Waterfront Development Shoreland District, reviewed the recommendations by the Belfast Planning Board and Intown Design Review Committee, and voted to approve the issuance of Contract Rezoning Agreement to the Applicant.
- 3.2** The Planning Board, at its meeting of November 13, 2024, acknowledged that the Belfast Design Review Committee met on October 3, 2024, to review the Applicant proposal pursuant to Step 2 of the Contract Rezoning process, and that the Committee prepared its recommendation to the Planning Board. The Planning Board and City Council, as identified in these Conditions (Condition 6), supported the recommendations of the Intown Design Review Committee.
- 3.3** The Planning Board, at its meeting of November 13, reviewed all requirements in the City Code of Ordinances, Chapter 102, Zoning, Article X, Contract Rezoning, Division 4, Waterfront Mixed Use zoning districts and Waterfront Development Shoreland district, Chapter 90, Site Plan, Chapter 82, Shoreland, Chapter 78, Floods, and applicable Chapter 98, Technical Standards, and found that the proposed project complied with applicable requirements. The Board, at its meeting of November 13, 2024 adopted these proposed Conditions of Approval, Attachment A, and unanimously voted to recommend Council consideration of these Conditions of Approval. The Board, at its meeting of November 13, 2024, adopted Findings of Fact to describe its action on the Contract Rezoning Agreement Amendment #1 application.
- 3.4** The City Council, at its meeting of December 3rd, 2024 conducted the First Reading of the proposed Amendment #1 to the Contract Rezoning Agreement, and at this same meeting considered the recommendations of the Belfast Intown Design Review Committee and Belfast Planning Board. The Council voted to accept the draft Contract Rezoning Agreement Amendment #1, subject to amendments adopted by the Council, at the First Reading and voted to schedule the Agreement for Second Reading and public hearing at the Council meeting of January 7, 2025.
- 3.5** The City Council, at its meeting of January 7, 2025 conducted a public hearing on the Second Reading of the Applicant proposal pursuant to Step 5 of the Contract Rezoning process. The Council found that the Code and Planning Department provided the required public notice of the public hearing to abutting property owners, and that the Department advertised notice of the hearing in the Midcoast Villager and posted such on the City website.

3.6 The City Council, at its meeting of January 7, 2025 reviewed all requirements in the City Code of Ordinances, Chapter 102, Zoning, Article X, Contract Rezoning, Division 4, Waterfront Mixed Use Zoning Districts and Waterfront Development Shoreland District, reviewed the recommendations of the Belfast Planning Board and Intown Design Review Committee, and voted to approve the issuance of a Contract Rezoning Agreement Amendment #1 to the Applicant. Issuance of the Contract Rezoning Agreement Amendment #1 is subject to Applicant compliance with these Attachment A, Conditions of Approval. This Agreement grants the Applicant relief from certain structure setback and height requirements with the addition of granting specific allowances for the structure to be located/encroach on City owned property; reference Attachment A, Conditions of Approval. Further, the terms of this Contract Rezoning Agreement Amendment #1 shall replace and supersede terms of Use Permits and Site Plan Permits granted to David and Sarah Carlson, past owners and operators of the Three Tides Restaurant.

4. City/Planning Board Determination of Project Compliance with Use and Dimensional Requirements for the Waterfront Mixed Use 2 Zoning District and Waterfront Development Shoreland District, and Amendments to the City Ordinance Requirements Pursuant to this Contract Rezoning Agreement Amendment #1.

The Planning Board and City Council determined that the property is located in the Waterfront Mixed Use 2 Zoning district and the Waterfront Development Shoreland district. This Zoning district and Shoreland district allow a property owner/applicant to voluntarily request the award of a Contract Rezoning Agreement. The Applicant has chosen to pursue a Contract Rezoning Agreement Amendment #1 to obtain: (1) relief in the amount of structure setback required for the Waterfront Mixed Use 2 zoning district from certain lot lines; specifically, the front lot line adjacent to the City owned Belfast Harbor Walk right-of-way, and a western side lot lines with the adjacent property owned by John Holmes that is leased by the Front Street Shipyard, (2) relief from the maximum height limitations of the Waterfront Development Shoreland District, and (3) to obtain permission to locate a small portion of the building on the southern side within the bounds of the City owned right-of-way for the Belfast Harbor Walk. The proposed structure setbacks of the reconstructed restaurant are described in modified Site Plan dated 10-17-24 entitled "Site Plan, Lands of MAIA Properties, LLC and Mena F. Holmes, Marshall Wharf Road, Belfast, Maine, prepared by Good Deeds" and proposed Architectural Design (including proposed building height, layout, and design) are described in the 'Architectural Drawings' dated 10-17-24 prepared by Whitecap Builders. Said Site Plan and Architectural Drawings are incorporated as the approved drawings of record for this Contract Rezoning Agreement Amendment #1.

4.1 Waterfront Mixed Use Zoning District Standards.

Permitted Uses:

The Applicant proposes to use the property as a restaurant. The Planning Board and City Council determined that a restaurant with indoor seating and a restaurant with outdoor seating are permitted uses in the Waterfront Mixed Use 2 zoning district; reference Section 102-461, 72) and 73). Any request by the Applicant to change the use of the property from a restaurant (indoor and outdoor seating) or to increase the number of seats (currently about 175 seats) by 25 or more seats shall require the review and approval of the Belfast Planning Board as an amendment to this Contract Rezoning Agreement Amendment #1. The City Council, in its adoption of this Contract Rezoning Agreement Amendment #1, specifically authorized the Planning Board to consider and act on any proposal from the Applicant for a change of use, or an expansion in the number of seats in the restaurant, and to not require the further review and approval of the City Council of such a request as an amendment to this Contract Rezoning Agreement Amendment #1.

Minimum Lot Size:

The Belfast Planning Board and City Council determined that the minimum lot size standard for the Waterfront Mixed Use 2 zoning district is 20,000 sq ft for a nonresidential use [reference Sec 102-471 1)k], and that the minimum street frontage requirement is 200 lineal feet for a property that has shore frontage [reference Sec 102-471 2)b]. Pursuant to Footnote 3 of the Dimensional Table for the Waterfront Mixed Use 2 zoning district, the Planning Board and City Council determined that the property, Map 11, Lot 141B, is a nonconforming lot of record for a nonresidential use.

Any request by the Applicant to increase the size of this nonconforming lot of record shall require the review and approval of the Belfast Planning Board. The City Council, in its adoption of this Contract Rezoning Agreement Amendment #1, specifically authorized the Belfast Planning Board to consider and act on any request from the Applicant to increase the size of the lot, and to not require review of such a request by the Council as an amendment to the approved Contract Rezoning Agreement Amendment #1.

Any request by the Applicant to decrease the size of the lot or the amount of street frontage for the lot, either of which would result in making the lot more nonconforming, shall require the review and approval of both the Belfast Planning Board and the Belfast City Council as an amendment to the approved Contract Rezoning Agreement Amendment #1.

Structure Setbacks.

The Planning Board and City Council determined that the Dimensional Table for the Waterfront Mixed Use 2 Zoning district, Section 102-471, identifies the amount of structure setback for nonresidential structures.

- a. Front Setback. Subsection 3) c. identifies a front structure setback requirement of 10 feet from a property line. The City Council reviewed the potential option presented by the Planning Board and voted to allow a front structure setback of 1'-4" from the edge of the Harbor Walk right-of-way (both structure and building eaves); which allows the southern elevation of the stair core and front porch to encroach upon the town right of way a maximum of 2'-5" at its most, tapering down to about 2'-1" at its least. The amount of allowed encroachment into the Harbor Walk right-of-way is depicted on the modified site plan dated 10-17-2024 entitled "Site Plan, Lands of MAIA Properties, LLC and Mena F. Holmes, Marshall Wharf Road, Belfast, Maine, prepared by Good Deeds".
- b. Side Setback. Subsection 4) c. identifies a structure setback requirement of 5 feet from the side property line. The Applicant is proposing to expand the footprint to create a new commercial kitchen and walk-in cooler adjacent to the northerly and westerly side lot line (common property lines with the adjacent Holmes property). This structure would be setback between 4'-6' at its narrowest point from the west side property line closest to the Harbor Walk. At the Northeast interior corner of the building, there is a zero setback from the property line at its narrowest point, extending North approximately 9' to accommodate the exterior stair landing (no roof over this), and at this same corner, the setback to the building (at the roof dripline) is 3" at its narrowest point, gradually increasing to about 2'-1".
- c. The City Council voted to allow the relief of the side setbacks which are depicted by a tapered to zero setback from the side lot line for the commercial kitchen/cooler expansion, provided that the footprint and eaves of the expanded structure are located on property owned by the Applicant. In addition, the City Council voted to allow the building relief of the front set back and allowance of the structure to encroach into the City owned property. The amount of structure setbacks and allowable encroachment shall comply with how it is depicted on the modified site plan dated 10-17-2024 entitled "Site Plan, Lands of MAIA Properties, LLC and Mena F. Holmes, Marshall Wharf Road, Belfast, Maine, prepared by Good Deeds". Any request by the Applicant to increase the size of the structure within the minimum side setback area of 5 feet and front setback area of 10 feet shall require the review and approval of both the Belfast Planning Board and the Belfast City Council as amended to the approved Contract Rezoning Agreement Amendment #1.

Structure Expansions that Conform to Setback and Building Height Requirements.

If the Applicant submits a request to expand the size of the structure, and the proposed expansion complies with all structure setback and building height requirements that are in effect for the Waterfront Mixed Use 2 zoning district, the City Council, through this Condition of Approval, authorizes the Belfast Planning Board to review and act on the proposed expansion, and that determined the such a request does not require review by the City Council as an amendment to this Contract Rezoning Agreement Amendment #1.

4.2 Waterfront Development Shoreland Zone.

Permitted Uses. The Applicant proposes to use the property as a restaurant. The Planning Board and City Council determined that a restaurant is a commercial use and that Section 82-135, Table of Uses for the Shoreland zone, allows commercial uses in the Waterfront Development Shoreland district. Any request from the Applicant to change the use of the property from a restaurant, or to increase the number of seats in the restaurant by 25 or more seats (currently 175 seats) shall require an amendment to this Contract Rezoning Agreement Amendment #1. The City Council, in its adoption of the Contract Rezoning Agreement Amendment #1, specifically authorized the Planning Board to consider and act on either of the above requests and to not require City Council review and approval of this type of requested amendment.

Minimum Lot Size: The Belfast Planning Board and City Council determined that the minimum lot size standard for the Waterfront Development Shoreland District for a commercial use is 40,000 square feet and 200 feet of shore frontage; reference Section 82-181. Map 11, Lot 141B does not satisfy either of these requirements, thus, the Board and Council determined that the property is a nonconforming lot of record.

Any request by the Applicant to increase the size of this nonconforming lot of record shall require the review and approval of the Belfast Planning Board. The City Council, in its adoption of this Contract Rezoning Agreement Amendment #1, specifically authorized the Belfast Planning Board to consider and act on any request from the Applicant to increase the size of the lot.

Any request by the Applicant to decrease the size of the lot or the amount of shore frontage for the lot, either of which would result in making the lot more nonconforming, shall require the review and approval of both the Belfast Planning Board and the Belfast City Council as an amendment to the approved Contract Rezoning Agreement Amendment #1.

Structure Expansions that Conform to Setback, Building Height, Lot Coverage and Shore Setback Requirements.

- a. Building Height: The Waterfront Development Shoreland District identifies the maximum height allowed in said district is 35'. The Applicant is proposing to increase the building height to 39'; which is 5' taller than the existing building and 2' taller than the neighboring Marshall Wharf Building. The reasoning behind the increase in height is to bring the building into compliance with current FEMA standards. The proposed building height is depicted in the 'Architectural Drawings' dated 10-17-24 prepared by Whitecap Builders.
- b. The City Council voted to allow the proposed building height within the Waterfront Development Shoreland District to accommodate compliance with the current FEMA standards. The height of the building shall comply with how it is depicted in the 'Architectural Drawings' dated 10-17-24 prepared by Whitecap Builders. If the Applicant submits a request to expand the size of the structure, and the proposed expansion complies with all building height, lot coverage and shore setback requirements that apply to the Waterfront Development Shoreland district, the City Council, through this Condition of Approval, authorizes the Belfast Planning Board to review and act on the proposed expansion, and to not require review of such a proposal by the City Council as an amendment to this Contract Rezoning Agreement Amendment #1.

5. ON-SITE and OFF-SITE PARKING.

The Planning Board and City Council decided that the Applicant is not required to provide any on-site parking for the current proposal, a 175-seat restaurant (93 total exterior seating: 30 seats on ground level, 36 seats on bar level, and 27 seats on second floor; all seasonal deck seating), and 82 total interior seating (32 seats on bar level, 50 seats on second floor level). The Planning Board and Council determined that the Applicant could obtain adequate parking for patrons of the restaurant by the use of off-site public parking. The City also recognized that the Applicant may have a greater number of patrons at the restaurant who do not have a seat; standing customers.

This Condition grants the Applicant the right to establish the 175 seats currently proposed, and to increase the number of seats by 25 or less (total of 200 seats) without any further review and approval by the City. Any request by the Applicant to increase the number of seats to 200 or more, shall require the review and approval by the Planning Board as an amendment to this Contract Rezoning Agreement Amendment #1. The City Council specifically authorized

the Planning Board to act on a request to increase the number of seats to 200 or more and to not require City Council review of any such proposed amendment.

The City Council also identified its intent to designate (convert) two of the current paved public parking spaces located in Belfast Yards and adjacent to the side of the Front Street Pub property as handicap accessible parking. Said handicap parking would not be devoted exclusively to the use by patrons of the Three Tides Restaurant (it would be available to all), however, it would help to provide some handicap parking within reasonable proximity to the Three Tides Restaurant. The Applicant is not responsible for providing any on-site or off-site handicap accessible parking if the City does not create this intended parking.

6. BUILDING APPEARANCE.

The Planning Board and City Council determined that the exterior of the building must substantially comply with the building elevation drawings prepared by WhiteCAP Builders that were reviewed and recommended by the Belfast Intown Design Review Committee at its meeting of October 3rd, 2024, reference drawings dated September 16, 2024, a copy of which are on file at the Planning and Codes Department offices.

The City Council, as a condition of this Contract Rezoning Agreement Amendment #1, determined that any substantive change in the approved building design shall require the review and approval of the Intown Design Review Committee pursuant to requirements of the City Code of Ordinances, Chapter 80, Intown Design Review, and that said types of proposed changes would not require review as an amendment pursuant to the Contract Rezoning process, unless such are proposed as part of an application that would require the review of the City Council or Planning Board as an amendment to this Contract Rezoning Agreement Amendment #1. As such, the Intown Design Review Committee would review and act on a permit request through the standard process identified in Chapter 80, and would have the authority to approve or deny a proposed change.

7. UTILITIES.

The existing building is connected to all public services and no specific improvements are proposed or required. A request to install new utilities or alter the existing location of any utilities shall be subject to review and approval by the Code Enforcement Officer and shall not require review by the Planning Board or City Council as an amendment to this Contract Rezoning Agreement Amendment #1.

8. SEWER USE FEES.

The Applicant is proposing an increase in the number of seats at the restaurant, by 33 seats. Pursuant to the City Sewer Connection and Use Policy, as such was

amended in 2017, the Applicant, prior to issuance of an Occupancy Permit, shall pay the City the attendant fee associated with the increase in the amount of sewer effluent generated by the expanded use. The Applicant shall submit the required application to the Code Enforcement Officer to determine the amount of fee that must be paid. Further, any future increase in the number of seats may require the Applicant to pay an additional sewer usage fee.

9. GLARE-LIGHTING.

No exterior lighting shall cause glare on an adjacent property, a public street or the Harbor Wall. All on-site lighting shall be down-directed (less than 3000k, full cut-off) to minimize the likelihood of offensive glare, and no on-site lighting shall cause glare that would adversely affect navigation on the adjacent River. The installation of any and all exterior lighting, such as the type and location of any fixture, and type of light source, shall be subject to the review and approval of the Code Enforcement Officer and shall not require review by the Planning Board or City Council as an amendment to this Contract Rezoning Agreement Amendment #1.

10. NOISE.

Restaurant, and any music/entertainment that performs at the Restaurant, shall comply with all requirements of Chapter 34, Miscellaneous Offenses, Article II, Noise and Public Conduct, of the City Code of Ordinances, as such Ordinance may be amended from time to time, and shall obtain any and all required City licenses to offer music/entertainment. Further, if the Applicant proposes any exceptions to said requirements for a specific event that may be operated on the premises, the Applicant shall obtain the approval of the City Council to host such an event.

11. SOLID WASTE.

The Applicant proposes to manage the collection and disposal of solid wastes by leasing an off-site area owned by 48 Marshall Wharf, LLC (Map 11, Lot 141) for the location of a dumpster and recyclable containers. The Applicant is responsible for the regular collection of all wastes, for depositing all wastes in the off-site dumpster/recyclable containers, and for ensuring that the dumpster area is well maintained and kept free of litter. Further, the Applicant must ensure that the dumpster/waste collection area complies with all City requirements regarding screening; reference Chapter 102, Zoning, Article VIII, Supplementary Performance Standards.

The Applicant shall take all reasonable measures to minimize, to the greatest extent practical, attracting rodents to the site by using good quality practices to manage all wastes.

If the Applicant proposes to change the location of the waste collection area or the method of collecting and disposing of wastes, the Applicant shall obtain the

review and approval of the Belfast Code Enforcement Officer regarding said change. Said change shall not require an amendment to this Contract Rezoning Agreement, however, the Code Enforcement Officer may choose to consult with the Belfast Planning Board regarding the review of a proposal to amend the method or location for the collection and disposal of solid wastes and recyclables.

12. FLOOD PLAIN REQUIREMENTS.

The Applicant is subject to compliance with Chapter 78 Floods; Code Enforcement Officer will review compliance with regulations and work with Applicant to ensure compliance with regulations set forth in Chapter 78 Floods.

13. STORMWATER.

The City requires that all stormwater be directed away from all adjacent properties, including the City Harbor Walk, and that the Applicant take appropriate measures to direct all stormwater to the adjacent River. This Condition, however, shall not preclude the opportunity for the Applicant to tie stormwater from the roof into the City storm drain system adjacent to the Harbor Walk if said connection is approved by the Public Works Director. The Code Enforcement Officer (and potentially the Public Works Director) shall be responsible for the review and approval of all construction plans to ensure that this standard is addressed. If stormwater from the site, particularly the new construction, does flow or adversely impact an adjacent property, the Applicant shall take any and all appropriate measures to address this problem.

14. BICYCLE RACK.

The Applicant, prior to issuance of an Occupancy Permit, shall be required to install an on-site rack/facility to support bicycle use. The City Code Enforcement Officer, pursuant to this Condition, is authorized to approve the final location of the bicycle rack.

15. HANDICAP ACCESSIBILITY.

The main floor of the former Restaurant and all proposed renovations satisfy handicap accessibility concerns; there is a handicap accessible ramp to the main floor, and the existing restrooms satisfy accessibility standards. The City, in issuing this Contract Rezoning Agreement Amendment #1, recognizes that the Applicant is not required to provide handicap accessible improvements to the new upper floor of the restaurant because the main floor of the restaurant offers similar accommodations. The Applicant shall be required to obtain a Barrier Free Permit from the State Fire Marshall Office.

16. OUTSIDE STORAGE.

The Applicant shall not store goods, materials, equipment and similar objects

outside of the Restaurant building, and shall not store any goods, materials, equipment or similar objects between the Restaurant building and the Harbor Walk. All goods, materials equipment and similar objects shall be stored inside the building or shall be properly screened from public view. Chapter 102, Zoning, Article VIII, Supplementary District Regulations, prohibits Outside Storage that is not properly screened.

17. SIGNS.

On-site signage shall comply with the Sign provisions that apply to the Waterfront Mixed Use 2 zoning district. The Applicant shall obtain the required permit from the Code Enforcement Officer for any on-site signage.

18. PERMIT ISSUED TO APPLICANT – CHANGE IN OWNERSHIP.

Prior to the issuance of Prior to the issuance of an Occupancy Permit for the construction identified in this application, this Contract Rezoning Agreement Amendment #1 issued to the Applicant is granted specifically to the Applicant, and is not transferrable or assignable to any other party without the specific review and approval of the Belfast Planning Board as an amendment to this Contract Rezoning Agreement Amendment #1. The role of the Planning Board is to determine if the new Applicant/Owner has the financial and technical ability to satisfy requirements of this Contract Rezoning Agreement Amendment #1. Said review of the Planning Board shall occur within 30 days for a request in a change of ownership, and approval of said transfer shall not be unreasonably withheld. The City Council authorized the Planning Board to act on such a change of ownership without further review and approval by the City Council.

Post issuance of an Occupancy Permit, a request for a transfer in ownership of the Agreement shall be subject to the review and approval of the City Code Enforcement Officer, who shall consult with the City Manager and City Attorney in the review of the request for a transfer of this Agreement. Said review of the Code Enforcement Officer shall occur within 30 days for a request in a change of ownership, and approval of said transfer shall not be unreasonably withheld.

This Condition modifies the established procedures to consider a transfer of this Agreement that are identified in Clause 8), Assignment, of this Contract Rezoning Agreement Amendment #1 between the Applicant and the City.

19. OCCUPANCY PERMITS.

The City shall use the issuance of an Occupancy Permit as the main form of performance guarantee to ensure that the Applicant satisfies all City requirements prior to use and occupancy of the building. The Code Enforcement Officer shall be responsible for determining if an Occupancy Permit should be issued.

20. NON-CITY (OTHER) PERMITS.

The Applicant shall provide the City Code Enforcement Officer a copy of all permits that may be required and that it obtains from any state or federal (non-City) agencies. If a state or federal permit applies to improvements involved with the issuance of a City building, demolition or similar permit, the Applicant shall obtain said permits prior to the issuance of a City permit.

The Applicant shall abide by terms of all state and federal (non-City) permits that are required for this project. If any conditions or requirements imposed by state or federal agencies differ or conflict with requirements established by the City, the Applicant shall inform the City of said conflicts and shall work with the City to resolve the conflict. This could require an amendment(s) to the City permits and this Contract Rezoning Agreement Amendment #1.

The Applicant shall inform the City Code Enforcement Officer of orders regarding project construction or compliance that may be issued by other agencies, and describe the action performed by the Applicant to comply with the respective order.

NOTICE OF PUBLIC HEARING BELFAST CITY COUNCIL THREE-TIDES CONTRACT REZONING AGREEMENT AMENDMENT #1

The Belfast City Council at its meeting of Tuesday, January 7th, 2025, beginning at 7:00 P.M. or as soon as practical thereafter, shall conduct a Second Reading and an accompanying public hearing on an application submitted by Daniel Waldron, for the reconstruction of the Three Tides Restaurant building located at 2 Pinchy Lane, Map 11 - Lot 141-B. The request involves City review pursuant to the Contract Rezoning Process for the Waterfront Mixed Use 2 Zoning District and the Waterfront Development Shoreland District. This property is subject to an approved Contract Rezoning Agreement from 2020. The current proposal is a minor amendment to that approval.

The Council will consider the application and the recommendations from the Intown Design Review Committee (October 3rd) and Belfast Planning Board (November 13th), and the requirements of the City Contract Rezoning Ordinance in determining if the City should grant the requested Agreement. The Council has the authority to award or deny an Agreement at the January 7 Second Reading.

The Planning Board encourages persons who may be affected by the proposed amendments to offer comments to the Board. The Board is accepting comments in the following ways:

- 1) Submit written comments by 12 noon on January 7th, 2025 by email to directorplanning@cityofbelfast.org. This is the preferred method to submit comments.
- 2) Submit written comments by 12 noon on January 7th, 2025 by letter to: City of Belfast, Planning and Codes Dept, 131 Church Street, Belfast ME 04915.
- 3) Submit oral comments in person during the public hearing portion of the meeting.

The complete text of amendments the Board is considering can be found on the city website, www.cityofbelfast.org, reference Planning and Codes. A copy of the proposed amendments is also available for inspection in the Planning and Codes Department offices during normal business hours, 7:00am – 6:00pm, 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.

PROPOSAL FOR THE GROVE CEMETERY CHAPEL SAFE

Submitted by the Belfast Cemetery Trustees December 11, 2024

Following the completion and dedication of the Grove Cemetery Chapel in 1917, Belfast Mayor Edgar F. Hanson donated this safe for the use by the Cemetery Superintendent for storing records. Hanson, a ten-term Belfast mayor, was also a businessman and entrepreneur with interests in several local *and* national enterprises. Among those businesses he held interest in was the Nutriola Company which was formed in Belfast in 1894 but later moved operations to Chicago, Illinois.

Much has been written about Mr. Hanson in the History of Belfast in the Twentieth Century, by Jay Davis and Tim Hughes. The Nutriola Company safe has not been in use by the Cemetery Department for decades. Currently, there are no cemetery records kept in it. There is concern that the weight of it may be causing damage to the floor beneath it.

The doors to the safe are currently open, but the combination has unfortunately been lost. However, it may be possible for a locksmith to determine or change the combination in order to make it fully functioning. The moving of the safe out of the building will also take some expertise so as not to cause further damage to the building. The safe measures 5' high, 36" deep and 36" wide.

With the City Council's permission, the Trustees would like to proceed investigating either selling the safe or finding a new location, perhaps in another municipal property.

