



CITY OF BELFAST

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Belfast, Maine 04915

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MANAGER'S REPORT

Belfast City Council Meeting

Tuesday, December 2, 2025

6:00 p.m. Request to go into an Executive Session on a Personnel Matter pursuant to 1 M.R.S.A. 405 (6) A.

6:15 p.m. Council Work Session with the Library Board of Trustees.

7:00 p.m. Regular Council Meeting

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

FROM: Erin Herbig, City Manager

DATE: Tuesday, November 25, 2025

Agenda Items:

10-A Request from the Police Chief to confirm Jennifer Hatch of Belfast as the new Deputy Police Chief for the City of Belfast.

The City of Belfast advertised the position of Deputy Police Chief beginning on September 9, 2025. Applications were due on September 30, 2025. The City received nine applications.

On October 8th, the Deputy Police Chief Hiring Committee held interviews with seven well-qualified candidates. Second-round interviews were conducted with three candidates on October 16th. The Deputy Police Chief Hiring Committee was composed of Police Chief Bobby Cormier, HR Administrator Nancy Driscoll and me.

Following the second-round interviews, the hiring committee unanimously selected Jennifer Hatch of Belfast as the new Deputy Police Chief for the Belfast Police Department.

Sargeant Hatch currently serves as a Patrol Sergeant with the Belfast Police Department. She previously worked for the Waterville Police Department for 17 years, 10 of those in a supervisory capacity. She brings with her to this new role operational experience, ethical leadership, and a deep commitment to collaborative, community-oriented policing.

This position is a vital aspect of the City's public safety team and is responsible for delivering police services in an innovative, professional and compassionate manner while working hard to partner with the community to address its concerns and make this City a great place to live, work, and play. Both Chief Cormier and I are confident that Sargeant Hatch, if confirmed, will continue to serve our community and the Department well.

If approved by the City Council, City staff requests that a motion is made to confirm Jennifer Hatch as Deputy Police Chief for the City of Belfast. If appointed, Sargeant Hatch will be sworn in at the meeting by the City Clerk.

Please see the attached memo, cover letter, resume, advertisement, and job description (10-A) providing further detail. Chief Cormier and Sargeant Hatch will be present at the meeting.

10-B Presentation on a Contract Rezoning Agreement Amendment #9 at properties located at 101, 65, and 45 Front Street, Map 11 Lots 136, 136-A, 136-B and 132.

Safe Harbors Marinas (SHM) Front Street proposes a change of ownership of the Front Street Shipyard properties located at 101, 65, and 45 Front Street, Map 11 Lots 136, 136-A, 136-B and 132. The existing development, valued by the City Assessor at \$11.5M in 2025, is approximately six acres in size. This development is subject to a Contract Rezoning Agreement between the property owners and the City of Belfast.

This Contract Rezoning Agreement Amendment #9 consists of a proposed property ownership transfer from DUBBA, LLC and Building 6, LLC to SHM Front Street, LLC. There are no substantive changes in approved uses and/or operations of the Shipyard at this time.

This review addresses only the financial and technical capacity of SHM Front Street, LLC pursuant to Chapter 102 Zoning, Article X Contract Rezoning, Division 4 Waterfront Mixed Use 1 and Waterfront Mixed Use 2 zoning districts and the Waterfront Development shoreland zoning district.

The Planning Board reviewed the Contract Rezoning Amendment #9 at their meeting on November 19, 2025, and issued a recommendation for adoption. Only the City Council can adopt amendments to a Contract Rezoning Agreement.

No City Council action is needed for this agenda item as this is strictly a presentation.

Please see the attached memo and supporting documents (10-B and C) from Planning and Codes Director Bub Fournier explaining the request in further detail. Director Fournier will be at the meeting to present.

10-C First Reading on a Contract Rezoning Agreement Amendment #9 at properties located at 101, 65, and 45 Front Street, Map 11 Lots 136, 136-A, 136-B and 132.

This is a First Reading. At this time, the City Council may discuss, amend, table, or approve the First Reading of the proposed Contract Rezoning Agreement Amendment #9.

If approved by the City Council, Planning and Codes Director Bub Fournier recommends that a motion is made to approve the First Reading of the proposed Amendment #9 to the Contract Rezoning Agreement as discussed, and/or amended, and to direct staff to schedule a Public Hearing and Second Reading. The suggested date is at the next Regular Council Meeting on December 16, 2025.

Please see the attached memo and supporting documents (10-B and C) from Planning and Codes Director Bub Fournier explaining the request in further detail. Director Fournier and representatives from Safe Harbor Marinas will be at the meeting to answer any questions.

10-D Request from Maine Department of Transportation to enter into a Memorandum of Agreement to Amend the Urban Compact Area.

In Maine, Urban Compact Areas are designated regions where state and state-aid highways must be maintained in good repair by the local municipality. This designation is important for determining maintenance responsibilities. Maine State Law requires that these areas be maintained by the City at the expense of the City.

The Urban Compact Area in Belfast has not been reviewed since 1986 and there has been a substantial amount of growth along several state roads. In addition to this, there has been a lack of clarity regarding maintenance responsibilities as informal swaps of maintenance tasks occurred over the years.

Public Works Director Kip Faulkner, Planning and Codes Director Bub Fournier and I met with representatives of the Maine Department of Transportation (MDOT) on September 22, 2025, and November 6, 2025, to discuss these gaps and possible adjustments to the Urban Compact Area to reflect the current density and activity in the area.

Following collaborative discussions, it was agreed that Route 52 from current CUL south to Edgecomb Road (0.8 miles) would become part of the Urban Compact Area. MDOT has agreed

to replace the failing driveway culverts, fix the humped driveway culverts, and ditch from the school to Edgecomb Road along Route 52 prior to the change.

It was also agreed that two sections of US Route 1, from Northport Townline north to split to “jughandle” (1.0 mile) and from Goose Brook bridge west to Route 141 intersection (.52 miles) would be removed from the urban compact area. MDOT has been in the process of moving all sections of US Route 1 out of Urban Compact Areas.

While this change will reduce the Local Road Assistance Program (LRAP) funding the City of Belfast currently receives, it will also reduce the maintenance responsibilities and costs associated with them. There was consideration of adding several roads, however, it was determined the LRAP costs would not cover the additional responsibility to replace culverts, catch basins, ditching, guard rails, traffic signals, traffic signs, line painting, asphalt surface treatments, retaining walls, and sidewalk maintenance, in addition to year-round road maintenance.

If approved by the City Council, City staff recommend that a motion is made to direct the City Manager to sign the Memorandum of Agreement between the City of Belfast and MDOT to amend the Urban Compact Area in the City of Belfast.

Please see the attached draft Memorandum of Agreement and supporting document (10-D) providing further details. Director of Code and Planning Bub Fournier and I will present and answer any questions.

10-E Presentation regarding a proposed Amendment to the existing Northport Avenue Omnibus Municipal Tax Increment Financing District and its Development Program.

Tax Increment Financing (TIF) is an economic development program in Maine State Law whereby a municipality can designate an area where the value from any new development that

occurs must be used only for activities which are identified in the district's development program.

Belfast's first TIF District, the Northport Avenue Omnibus Municipal TIF District, was established on January 31, 2006, and scheduled to end on January 30, 2026. It is recommended to extend and amend the District at this time.

The Northport Avenue TIF District encompasses the portions of 21 parcels located along Battery Road, Northport Avenue, Perkins Road, and Woodrow Lane rights-of-way. The Development Program for this TIF District included the extension and upgrading of sewer lines along Northport Avenue, Perkins Road, and Woodrow Lane rights-of-way.

For the 2025-26 tax year, this TIF will generate \$60,364.86 in revenue for the District. Should the District expire, the City could see 52.2% or \$31,547 out of this amount lost due to shifts related to state education subsidies, state revenue sharing, and county taxes, due to this increment no longer being protected.

This amendment would extend the duration of the district to the maximum allowed term of 30 years, which would move its expiration date to March 31, 2036, and add eligible projects to the district's development program that will make it more uniform with the development programs of other City of Belfast Municipal TIF Districts.

No City Council action is needed for this agenda item as this is strictly a presentation regarding the amendment of the existing Northport Avenue Omnibus Municipal Tax Increment Financing District and its Development Program.

Please see the attached memo and proposed amendments (10-E) from the Economic Development Director Thomas Kittredge explaining the request in further detail. Director Kittredge will be at the meeting to present.

10-F Public Hearing regarding a proposed Amendment to the existing Northport Avenue Omnibus Municipal Tax Increment Financing District and its Development Program.

CITY OF BELFAST

NOTICE OF PUBLIC HEARING

The City of Belfast will hold a public hearing on Tuesday, December 2nd, 2025, as part of its regularly scheduled City Council meeting, which begins at 7:00pm on that date, in Council Chambers at Belfast City Hall, located at 131 Church Street, Belfast, Maine.

The purpose of this public hearing is to receive public comments on an amendment of an existing municipal tax increment financing district called the City of Belfast Northport Avenue Omnibus Municipal Tax Increment Financing District, including the development program therefor, all in accordance with Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended.

The City of Belfast Northport Avenue Omnibus Municipal Tax Increment Financing District encompasses the portions or entireties of 21 parcels located along the Battery Road, Northport Avenue, and Perkins Road rights-of-way, and captures 100% of incremental real and personal property value.

All interested persons will be given an opportunity to be heard at the hearing and an opportunity to file objections to the amount of the assessment.

A draft of the amendment is available for download and viewing at www.cityofbelfast.org/tif and a copy of the draft of the amendment is available for public review at the City of Belfast Planning & Codes Department (top floor, Belfast City Hall, 131 Church Street, Belfast) during normal business hours (7:00am to 6:00pm, Monday through Thursday, excluding holidays on November 26th and November 27th).

Persons may also submit comments at any time up until 3:00 PM on Tuesday, December 2nd, 2025, either in writing to: Thomas Kittredge, Economic Development Director for the City of Belfast, Belfast City Hall, 131 Church Street, Belfast Maine, 04915; or via email to: economicdevelopment@cityofbelfast.org.

Please see the attached memo (10-F) from Economic Development Director Thomas Kittredge explaining the request in further detail.

10-G Discussion and possible action regarding a proposed Amendment to the existing Northport Avenue Omnibus Municipal Tax Increment Financing District and its Development Program.

At this time, the City Council may discuss, amend, table, or approve the proposed Amendment to the existing Northport Avenue Omnibus Municipal Tax Increment Financing District and its Development Program. Due to the process by which the Maine Department of Economic and Community Development (DECD) considers and approves amendments to TIF districts and their Development Programs, it is recommended that the City of Belfast considers both components as one single package, subject to one vote and one resolution.

If approved by the City Council, Economic Development Director Thomas Kittredge recommends that a motion is made to approve the Council Resolution; sign the Council Resolution and have it certified by the City Clerk; and authorize the City Manager to sign the Municipal TIF District Amendment and any related and necessary documents.

Please see the attached memo (10-G) from Economic Development Director Thomas Kittredge explaining the request in further detail. Director Kittredge will be at the meeting to answer any questions.

10-H Request to approve tree pruning on City property adjacent to 24 Stover Lane located at Map 008, Lot 084 and authorize Rail Trail temporary access.

The owners of property located at 24 Stover Lane (Map 014, Lot 048-B), Ray and Jeris Ragusa, have proposed tree trimming on their property in addition to pruning on adjacent City property along the Rail Trail. The impacted trees are labeled on the attached map.

The Ragusa's propose to hire and pay for the pruning on both their property and City property. Pro-Tree Services of Vassalboro has been contacted to complete the work.

Trees A-3, B, and C are within the property line of 24 Stover Lane and meet the criteria for removal according to City Ordinances. This activity has been approved by the Code Enforcement Officer.

Trees A-1 and A-2 on City property along the Rail Trail (Map 008, Lot 084) is identified as Right of Way/Track Bed, The Inhabitants of the City of Belfast, therefore, approval of any vegetation pruning or removal must go to the City Council for approval.

If approved, the request is to trim dead limbs on trees A-1 and A-2. The tree service does not recommend removing any trees from the area. The work would require access to the area via the Rail Trail for approximately 2 hours to complete the work. The scope of this request does not require a shoreland permit.

If approved by the City Council, a recommended motion would be to approve the pruning of two City trees on City property adjacent to 24 Stover Lane located at Map 008, Lot 084 and authorize Rail Trail temporary access to complete the work

Please see the attached map (10-H) provided by the Ragusa's. I will be at the meeting to present and answer any questions.

10-I Request to remove one City Street Tree.

The City received a removal request for one City Street Tree located at 23 Union Street on the Pearl Street side of the property. City Tree Warden and Certified Tree Risk Assessor Carol Herwig conducted a tree risk assessment of the tree.

Ms. Herwig's report recommends removal of this tree as it shows signs of aggressive decay and has a major shear crack on the remaining stem.

If approved by the City Council, a recommended motion would be to authorize the removal of the tree located at 23 Union Street as recommended by the City Tree Warden.

Please see the attached tree risk assessment report (10-I) provided by City Tree Warden Carol Herwig. I will be at the meeting to answer any questions.

10-J Request to approve the 2026 City of Belfast Observed Holiday Schedule.

Each year, the Federal Government provides a list of the Observed National Holidays that employers are obligated to compensate their employees for time. State Government also provides a list of the Observed State Holidays. If a holiday lands on a Saturday, it is observed on the previous Thursday or Friday, and if a holiday lands on a Sunday, it is observed on the following Monday.

I have also worked with our emergency responders, on-call employees, and employees that work at facilities that operate outside of the Monday through Thursday schedule, including the Belfast Transfer Station and the Belfast Free Library, to best provide services while allowing employees appropriate time off. All of these schedules will be placed on the City website www.cityofbelfast.org following approval.

Please see the attached proposed 2026 City of Belfast Observed Holiday Schedules (10-J). I will be at the meeting to present and answer any questions.

10-K Request from the Police Chief to accept a \$250.00 donation from the Tractor Supply Foundation.

The City of Belfast Police Department has received a \$250.00 donation from the Tractor Supply Foundation. Chief Cormier recommends these funds be deposited into the Account # G-1-2347-00 Drug Forfeiture to support the LEAD program.

If approved by the City Council, City staff recommend a motion is made to accept the funds of \$250.00 into Account # G-1-2347-00 Drug Forfeiture.

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

10-L Signing of Council Orders

As the end of the year draws near, the holiday season is upon us.

At the end of the day today, City Hall and non-emergency services will close for the Thanksgiving holiday so that City staff can gather with family and friends. I hope all of you are able to do the same.

Those who perform emergency services and whose services are still needed to keep our City running smoothly remain on call. We thank them for their vigilance. You can find specific

holiday closures listed on the main page of our website at www.cityofbelfast.org, or follow us on our Facebook page, City of Belfast.

On Saturday, November 29th, we invite the public to come out for the Annual Holiday Tree Lighting at Post Office Square. Shortly after dark, Santa and Mrs. Claus will arrive on a Belfast Fire Engine to greet the hundreds of eager children and their families.

Thank you to Our Town Belfast, the Belfast Area Chamber of Commerce, City staff and all the wonderful volunteers who work very hard to ensure that this magical holiday tradition remains steadfast and authentic to our community each year.

On behalf of the City of Belfast, I wish all Belfast residents, businesses and visitors a Happy Thanksgiving spent with loved ones, with many days of leftovers to share, and an abundance of special holiday moments.



**City of Belfast
Employment Opportunity
Deputy Chief of Police**

The City of Belfast, a dynamic mid-coast Maine community of 7,000 with a Council form of government, seeks to hire a full-time Deputy Chief of Police who is experienced, collaborative, and community-oriented. The Belfast Police Department is a full-service police department serving the citizens and visitors of the City of Belfast. The officers strive to deliver police services in an innovative, professional and compassionate manner and work hard to partner with the community to address its concerns and make this City a great place to live, work, and play.

The successful candidate will serve under the direct supervision of the Chief of Police and work effectively as a team with our officers and City Departments. The Deputy Chief must have a background and experience in all matters related to the enforcement of all laws coming within the department's legal jurisdiction, and the protection of lives and property through the supervision and administration of the department.

The Deputy Chief must have a demonstrated record of ethical leadership that creates a cohesive work environment that garners the confidence and respect of the Belfast Police Department staff and members of the community. The Deputy Chief must have excellent internal and external communications skills, be results driven, and foster a work environment that promotes employee involvement and accountability. The salary range for this position is \$75,000 to \$90,000 in addition to a competitive benefits package. The job description may be found online at the City's website at cityofbelfast.org

All applications are to be submitted in confidence. A complete application should include a letter of introduction, a completed Belfast Employment Application form, which can be downloaded at

<https://cityofbelfast.org/jobs>, and a resume. Applications must be received by the Human Resource Administrator, Nancy Driscoll, at 131 Church Street no later than 6:00 PM on September 30th, 2025. Applications should be in a sealed envelope and may be delivered by mail, e-mail, online, or in person to:

City of Belfast
Deputy Chief of Police Search
C/O HR Administrator
131 Church Street
Belfast, Maine 04915

Or by email to: work@cityofbelfast.org

The City of Belfast is an equal opportunity employer.



**CITY OF BELFAST
DEPUTY CHIEF OF POLICE**

Nature of Work:

The Deputy Chief serves under the direct supervision of the Chief of Police.

Work involves responsibility for the protection of lives and property in the City through general supervision and control of all police functions. Work involves ensuring the efficient operation of the Police Department through overall direction, coordination, and implementation of crime prevention and law enforcement programs.

Essential Duties and Responsibilities:

Plans, organizes, and directs activities of the Police Department at the direction of the Chief of Police.

Acts as the Chief of Police in the Chief's absence or when designated to do so by the Chief.

Represents the department at various meetings throughout the City as directed.

Has direct oversight of the schedule, coordinates and staffs special events and details for the department.

Assists the Chief of Police with preparing the Department budget and use of fiscal controls.

Direct supervision of Internal Affairs Investigations and personnel issues for the Police Department prior to review by the Chief of Police.

Directs activities and operations of line staff through subordinate supervisors.

Assists the Chief of Police in creating policies, procedures and directives governing the conduct of police operations.

Reviews policies and procedures and recommends changes when needed.

Investigates and evaluates operational and administrative problems to ensure optimum effectiveness and efficiency.

Acts as departmental spokesperson in absence of the Chief of Police.

Works closely with City Administration across all functions and responsibilities, performs tasks as directed.

Performs other administrative and law enforcement functions as directed.

Operates a law enforcement vehicle during both day and night under a variety of conditions.

Communicates efficiently and coherently over law enforcement radio channels, with community members through community engagement efforts, and as directed.

Work Requirements:

Principles and practices of municipal police administration and modern police methods, techniques, and procedures Federal, state, and local laws and ordinances relating to the operations, duties, powers and responsibilities of the police department.

Budgetary control and procurement, law enforcement training requirements.

Ability to lead departmental programs, including the proper allocation of personnel, financial and material resources for effective and efficient use.

Establish and maintain cooperative working relationships with other city officials, state, federal, and local authorities, community groups, and the public.

Direct the preparation and presentation of oral and written material relating to the programs and activities of the department.

Respond calmly and promptly in emergency situations and make correct decisions in such cases.

Skilled in oral and written communications.

Training and Experience Required:

Candidates for this position shall complete and maintain all requirements required by the Maine Criminal Justice Academy for full-time Police Officer Certification.

Jennifer Hatch

September 25, 2025

City of Belfast
Deputy Chief of Police Search
C/O HR Administrator Nancy Driscoll
131 Church Street
Belfast, ME 04915

Dear Members of the Hiring Committee,

I am writing to express my interest in the position of Deputy Chief of Police with the Belfast Police Department. Having served the Waterville Police Department for 17 years – 10 of those in a supervisory capacity – and currently serving as a Patrol Sergeant with Belfast PD, I believe I offer a strong combination of operational experience, ethical leadership, and a deep commitment to collaborative, community-oriented policing.

Throughout my career, I have taken pride in delivering police services in a way that is professional, innovative, and compassionate – values that align closely with the mission of the Belfast Police Department. In Waterville, I oversaw the daily operations of the Waterville Regional Communications Center and Records Division, which served nine communities. This role required leadership in policy development, budgeting, staff supervision, and the successful relocation of critical infrastructure – which included upgrading equipment through capital improvement projects and grant funding—while maintaining seamless emergency services to the public.

In Belfast, I have continued that path by supervising patrol officers, managing shift operations, and serving as a liaison between command staff and frontline personnel. I regularly serve as scene commander during critical incidents, coordinate with partner agencies, and engage directly with residents through outreach efforts such as the Special Olympics Torch Run and our annual “Battle of the Badges Basketball Game,” which I established and continue to organize annually. Currently, I am leading the formation of the Midcoast Regional Crisis Negotiation Team, a multi-agency effort focused on de-escalation, interagency response, and peaceful resolution of high-risk incidents.

I bring to this position a demonstrated record of ethical, team-based leadership that fosters trust – both internally and within the community. I believe in holding both myself and subordinates accountable, mentoring future leaders, and cultivating a department culture that promotes transparency, inclusiveness, and wellness. My work as a board member for both the New England Crisis Negotiators Association and the National Council of Negotiation Associations, as well as my involvement on the Maine Criminal Justice Academy's Mandatory Training Committee, reflects my commitment to advancing best practices in law enforcement on a broader level.

I have completed the FBI-LEEDA Trilogy, hold multiple leadership and crisis training certifications, and continue to seek professional growth. I am confident that I can support the Chief of Police and the City of Belfast in making this city a safe and vibrant place to live, work, and play.

Thank you for considering my application. I welcome the opportunity to discuss how I can contribute to the continued success of the Belfast Police Department as Deputy Chief of Police.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jennifer Hatch".

Jennifer Hatch

Jennifer Hatch

Education

Maine Criminal Justice Academy, Vassalboro, ME

- 10th Basic Law Enforcement Training Program (BLETP)
- Ranked 1st in Academics, 2nd Overall

Husson University, Bangor, ME

- Graduate coursework: 6 credits toward M.S. in Criminal Justice Administration

University of Maine, Orono, ME

- Graduate coursework: 20 credits toward M.S. in Forestry (2002–2004)

University of Alaska Fairbanks, Fairbanks, AK

- Graduate coursework: 9 credits toward M.S. in Natural Resource Management (Spring 2002)

Unity College, Unity, ME

- B.S. in Environmental Science, Emphasis in Forestry
- Graduated with High Honors, December 2001

Portland Community College, Portland, OR

- Completed 59 credits toward A.S. Degree (1995–1999)
-

Professional Experience

Belfast Police Department, Belfast, ME

Patrol Sergeant | 2022 – Present

- Supervise patrol officers, ensuring effective field operations and compliance with departmental policies.
- Review and approve reports, manage scheduling, and perform patrol duties including crash investigations and traffic/criminal enforcement.
- Lead community engagement initiatives such as Special Olympics Torch Run, and the Battle of the Badges Basketball Game.
- Serve as incident commander for critical events; coordinate multi-agency response and ensure operational safety.
- Developing and leading the Midcoast Regional Crisis Negotiation Team with focus on de-escalation and inter-agency collaboration.
- Provide field support, perform crash investigations, enforce Maine criminal law, and assist EMS and fire services.
- Perform various administrative and operational tasks assigned by command staff.

Waterville Police Department, Waterville, ME

Crisis Negotiator | 2013 – 2022

- Responded to high-risk incidents involving armed subjects, hostages, or individuals in mental health crisis.
- Applied de-escalation and active listening skills to build rapport and achieve peaceful resolutions.
- Created and led the department's Crisis Negotiation Team (five members), implementing a structured selection process and overseeing all aspects of the team.
- Designed and led monthly training sessions; coordinated statewide and regional training promoting interagency cooperation.

Sergeant | 2012 – 2022

- Directed operations at the Waterville Regional Communication Center (WRCC), serving nine communities and which handled an average of 50,000+ emergency calls annually.
- Supervised 9 full-time, 7 part-time dispatchers, and 1 records clerk.
- Developed SOPs, managed budgeting, shift scheduling, training and oversaw relocation to a new police facility.
- Led radio infrastructure upgrades including purchase and installation of a new radio tower through capital improvement and grant funding.
- Acted as agency liaison with District Attorney's Office for digital case file management. Oversaw and approved all Freedom of Information requests from the public and outside agencies.
- Served in IT/Security role as agency's Terminal Agency Coordinator Coordinator (TAC) for NCIC/METRO, Local Agency Security Officer for CJIS, and primary point of contact for the CAD.

Patrol Officer | 2005 – 2012

- Conducted traffic enforcement, criminal investigations, foot and bike patrols, and emergency response support.
- Actively engaged in public speaking and community policing.
- Taught RAD and radKIDS courses.
- Prepared detailed reports and provided court testimony.

Belfast Police Department, Belfast, ME

Reserve Patrol Officer | 2003 – 2008

- Performed general law enforcement duties, crash investigations, public engagement, and patrol.

Waldo County Sheriff's Department, Belfast, ME

Part-Time Deputy Sheriff | 2003 – 2006

- Transported and supervised inmates and detainees, including mental health and rehab facility transports.
 - Provided courtroom security.
 - Assisted with jail searches, special details and female inmate supervision.
-

Specialized Training

Leadership & Command Development

- FBI-LEEDA Supervisor Leadership Institute – 2016
- FBI-LEEDA Executive Leadership Institute – 2019
- FBI-LEEDA Command Leadership Institute – 2023
- FBI-LEEDA Internal Affairs Investigations – 2024
- Women in Command – 2025
- First-Time Manager Seminars – 2012
- Leadership in the 911 Center – 2016

Crisis Negotiation & Tactical Response

- FBI Basic Crisis Negotiation Course – 2013
- Crisis/Hostage Negotiation Level II – 2024
- Midwest Leadership Summit for Crisis Negotiators – 2025

School Safety & Youth Protection

- NASRO Basic & Advanced SRO – 2004
- NCMEC School Policing – 2005
- radKIDS & RAD Instructor – 2008, 2010
- Missing Children CEO Training – 2013

Operational & Field Training

- Ballistic Shield / Urban Rifle Techniques – 2017
- Interview & Interrogation – 2009
- MCJA Police Cyclist – 2004

Communications & Records Management

- Dispatch Center Supervision & Management – 2014
- Terminal Operator Certification – 2012
- CJIS LASO Certification – yearly
- FOAA & Public Records Compliance

Wellness

- Western Maine Wellness Conference – 2025
 - StruggleWell Resilience Training – 2025
-

Professional Memberships

FBI-Law Enforcement Executive Development Association (LEEDA)

- Member (2016-Present)

International Association of Chiefs of Police (IACP)

- Associate Sworn Officers Member (2024-Present)

Maine Criminal Justice Academy (MCJA) Mandatory Training Committee

- Committee Member (2011-Present)

Metro User Group (MUG)

- Former District Representative and MUG Chairman (2012- Present)

National Association of School Resource Officers (NASRO)

- Former Member (2004-2010)

National Association of Women Law Enforcement Executives (NAWLEE)

- Member (2024-Present)

National Council of Negotiation Associations (NCNA)

- NECNA Representative (2020-Present)

National Emergency Numbers Association (NENA)

- Regional Representative (2012-2022)

National Tactical Officer's Association (NTOA)

- Member (2016-Present)

New England Crisis Negotiator's Association (NECNA)

- Secretary (2020-Present)
 - Maine State Representative (2016-2020)
 - Member (2014-2016)
-

City of Belfast

Employment Application

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

Due to Maine Laws, applications are not confidential.

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

Date of Application: September 25, 2025

Position(s) applied for: Deputy Chief of Police

Referral Source: Advertisement Friend Relative

Job Service Other internal announcement

Name: Hatch Jennifer Louise Weaver
Last First Middle

Residence Address: _____
Street City State Zip Code

Mailing Address: _____

Phone Number: _____

Are you known to schools/references by some other name? yes

If so, what name: Weaver, Brickey

Have you filed an application or been employed here before? yes

If yes, date(s): 2022 - patrol sgt. 2003 - reserve officer

(2)

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

Chief William Bonney	Wtvl, ME
David Caron	Wtvl, ME
Philip Hadden	Trumbull, CT

Employment Experience:

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

1. Employer <u>Belfast P.D.</u>	2. Employer <u>Waterville P.D.</u>
From <u>2022</u> to <u>Present</u>	From <u>2005</u> to <u>2022</u>
Address <u>Belfast, ME</u>	Address <u>Waterville, ME</u>
Type of Work <u>police officer</u>	Type of Work <u>police officer</u>
Reason for Leaving <u>—</u>	Reason for Leaving <u>Closer to home, work in community I live in.</u>

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

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

Leadership development, communications, crisis negotiator, and many more. please refer to resume.

Education:

Level	Name	Location	Years Completed
Elementary	Indian Hills	Aloha, OR	4 5 6 7 8
High School	Hillsboro H.S.	Hillsboro, OR	9 10 11 12
Undergraduate	Unity College	Unity, ME	1 2 3 4
Graduate	UAF, Urho, Heusson		1 2 3 4 <u>partial-not completed.</u>

(3)

Diploma: Academic Vocational

Degree(s) Bachelor of Science

Describe course of study, specialized training, apprenticeship, skills, and extra-curricular activities: Forestry. Criminal justice administration.
athletics - cross country

AGREEMENT:

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

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

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

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

Date: 9/25/2025


Signature of Applicant



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: November 20, 2025

TO: Mayor, City Council, and City Manager

FROM: Bub Fournier, Director of Planning and Codes

CC: Kristin Collins, City Attorney and Alexandra E. Sykes, City Planner

RE: First Reading – Contract Rezoning Agreement Amendment #9 – Front Street Shipyard

BACKGROUND INFORMATION

SHM Front Street, LLC, Applicant, is proposing a change of ownership of the Front Street Shipyard properties located at 101, 65, and 45 Front Street, Map 11 Lots 136, 136-A, 136-B and 132. The existing development, valued by the City Assessor at approximately \$11.5M in 2025, is approximately 6 acres in size and located on the Belfast Waterfront with road frontage on Front Street. The development is subject to a Contract Rezoning Agreement between the property owners and the City of Belfast, most recently amended in 2014 with Amendment #8. The currently proposed Amendment #9 consists of proposed property ownership transfer from DUBBA, LLC and Building 6, LLC to SHM Front Street, LLC. There are no substantive changes in approved uses and/or operations for the Shipyard at this time; therefore, this review addresses only the financial and technical capacity of SHM Front Street, LLC pursuant to Chapter 102 Zoning, Article X Contract Rezoning, Division 4 Waterfront Mixed Use 1 and Waterfront Mixed Use 2 zoning districts and the Waterfront Development shoreland zoning district. The subject properties are located in the Waterfront Mixed Use 1 zoning district and the Waterfront Development shoreland zoning district.

Historically, the property underwent a detailed Contract Rezoning process as it was redeveloped after the Stinson Seafood sardine packing plant closed in 2001. In 2005, the City began controlling the defunct railyard in this area, and in 2006 renovations to the footbridge were completed. Also in 2005, the City adopted the first Contract Rezoning Agreement for the property, although the current owners, DUBBA, LLC, did not take over control of the property until Amendment #3 to

the Contract Rezoning Agreement for the property in 2011. Over the course of a series of Contract Rezoning Amendments, the project developed in to the Front Street Shipyard many are familiar with currently.

The proposed new owner and Applicant has submitted the following documents, which are included in your packets:

- 1) A letter to the Planning Board (and City Council) describing the request from Safe Harbor Marinas to transfer ownership of the Shipyard.
- 2) A Letter from JB Turner, President and General Manager of the Shipyard, to the Planning Board and City Council describing his intent to remain full time in his current position with public facing operations continuing unchanged including plans for current employee retention.
- 3) An Excerpt from Safe Harbor Marinas Sustainability Report describing their company structure, and financial and technical capability.
- 4) A Contract Rezoning Agreement matrix describing different rights and responsibilities of the different parties outlined in the complex Contract Rezoning Agreements and Amendments.
- 5) A redacted purchase and sale agreement between the current owner and the proposed owner.

The Planning Board reviewed the proposed change of ownership for the Shipyard on November 19, 2025 and issued the enclosed recommendation for adoption of a Contract Rezoning Amendment #9 to incorporate the change pursuant to Chapter 102 Zoning, Article X Contract Rezoning Division 4 Waterfront Mixed Use 1 and Waterfront mixed Use 2 zoning districts and Waterfront Development shoreland zoning district.

I am also including a copy of the abutters notice that was sent to all property owners within 250' of the subject properties. I would also note that a public hearing is required for the Second Reading, for which I have already sent out an advertisement in the Midcoast Villager for the December 16th, 2025 City Council meeting.

REQUESTED COUNCIL ACTIONS

Staff would like to describe the proposal and recommendation by the Planning Board at your upcoming meeting. Representatives for Safe Harbor Marinas will also be present at the meeting if the Council has any specific questions regarding the project. I respectfully ask the Council to conduct a formal First Reading of the proposed Amendment #9 to the Contract Rezoning Agreement. As a part of the First Reading, I respectfully ask the Council to consider taking a vote **to approve the First Reading of the proposed Amendment #9 to the Contract Rezoning Agreement as discussed and/or amended and to direct staff to schedule a public hearing and Second Reading (suggested date December 16, 2025)**. A public hearing and Second Reading are required for the formal adoption of the Amendment to the Contract Rezoning Agreement and only the City Council can adopt the Amendments to a Contract Rezoning Agreement.



SAFE HARBOR
M A R I N A S

October 21, 2025

City of Belfast
Attn: Bub Fornier
131 Church Street
Belfast, Maine 04915

Re: Front Street Shipyard / Ownership Change Request under the Contract Rezoning Agreement, Comprehensive Master Agreement and Operational Policies

Mr. Fornier and Members of the Planning Board,

On behalf of Safe Harbor Marinas (“Safe Harbor”) and SHM Front Street (as defined below), I am pleased to request a change of ownership under the Contract Rezoning Agreement, as amended, and Comprehensive Master Agreement, as amended. In connection with such request, please find below and attached information regarding our financial and technical capacity, understanding and acceptance of rights and responsibilities, estimated operational costs and financing strategy, proposed purchase of Front Street Shipyard, and plans for Front Street Shipyard.

A. Financial and Technical Capacity

Founded in 2015, Safe Harbor is the most diversified owner and operator of marinas, with 149 locations across the U.S., Caribbean, Mediterranean, and Central America.

We maintain strong financial health, supported by our operational scale. Our ability to comply with the Contract Rezoning Agreement, as amended, and all applicable City land use ordinances is supported by our technical expertise and a dedicated team of professionals in engineering, planning, and regulatory compliance.

Further details and information regarding Safe Harbor and its revenue, properties, and key programs and initiatives are included in the excerpts from our 2024 Sustainability Report attached hereto as Schedule 1.

B. Understanding and Acceptance of Rights and Responsibilities

Safe Harbor understands and accepts the rights and responsibilities of Dubba, LLC set forth in the Contract Rezoning Agreement, Comprehensive Master Agreement and Operational Policy, as amended. A matrix summarizing such rights and responsibilities set forth in the Contract Rezoning Agreement, as amended, is attached hereto as Schedule 2.

C. Estimated Operating Costs and Financing Strategy

The estimated annual operating cost for the Front Street Shipyard is projected to range between \$5.5 million and \$6 million. This includes expenses related to payroll, repairs and maintenance, advertising and marketing, administrative functions, leasehold obligations, utilities, taxes, and insurance. Safe Harbor will fund the operation through a combination of cash flows generated by the business and its own capital.

D. Proposed Purchase

Safe Harbor, as purchaser, and Dubba, LLC, as seller, are parties to an Agreement of Purchase and Sale dated April 7, 2025 ("Purchase Agreement"), for Safe Harbor's acquisition of the property comprising Front Street Shipyard. Escrow for such acquisition is scheduled to close on December 31, 2025. Prior to closing, Safe Harbor will assign its interest under the Purchase Agreement to its wholly owned subsidiary, SHM Front Street, LLC, a Delaware limited liability company ("SHM Front Street"). SHM Front Street will take title to the Front Street Shipyard property upon closing. A redacted copy of pertinent pages of the Purchase Agreement is attached hereto as **Schedule 3**.

E. Future Operations

Safe Harbor plans to maintain the property as a working marina and boatyard. We are committed to continuous investment in the asset and its employees, with an estimated \$5 million investment planned within the first three years of ownership. Beyond this initial investment, Safe Harbor will continue to allocate resources for ongoing maintenance.

Following your receipt of this request, please confirm our inclusion on the Planning Board's meeting agenda for November 12, 2025.

We look forward to a mutually beneficial relationship with the City of Belfast and are pleased to answer any further questions you may have.

Best Regards,

A handwritten signature in black ink, appearing to read 'Greg Glavin', with a long horizontal flourish extending to the right.

Greg Glavin
Regional Vice President – Massachusetts, Maine, and New Hampshire
Safe Harbor Marinas

a letter from **OUR CEO**

Safe Harbor's Members and Teammates are stewards of some of Earth's most precious natural resources. Each year, we challenge ourselves to surpass previous milestones in care of the places where we operate. This 2024 Sustainability Report includes details of how we've advanced and evolved our efforts to better serve our silent stakeholder, the natural environment. We hope you will enjoy reading about our progress and commitment to the people and places that make Safe Harbor special. Still more ambitiously, we hope you will join us in our efforts to care for the waterfront as we build something beautiful in the world together.



BAXTER UNDERWOOD
CHIEF EXECUTIVE OFFICER



*We hope you will join us
in our efforts to care for
the waterfront as we build
something beautiful in the
world together.”*

safe harbor SUSTAINABILITY

About Our Company

Welcome to Safe Harbor’s 2024 Sustainability Report.

Safe Harbor Marinas, LLC (“Safe Harbor”) is the country’s largest and most diversified owner and operator of recreational marinas. We provide top-quality nautical destinations, services, and hospitality at 138 locations across the United States and Puerto Rico.

Through our services, hospitality, and amenities, we aim to facilitate boating experiences that connect people to each other and to the inspiring coastal, estuarine, and marine habitats in which we operate.

As of the end of the reporting period ending on December 31, 2024, Safe Harbor was a subsidiary of Sun Communities, Inc. (“Sun”), a publicly traded real estate investment trust (“REIT”) listed on the New York Stock Exchange with ticker symbol SUI.

About This Report

This report details progress within the Safe Harbor Sustainability program from January 1 through December 31, 2024, except where otherwise noted. In these pages, you will find updates on key programs and initiatives, as well as environmental and social Key Performance Indicators (“KPIs”) specific to Safe Harbor for 2024.

Safe Harbor’s sustainability measures and annual highlights can be found at suninc.com/esg. The information described in this report is specific to Safe Harbor Sustainability and does not include Sun. This report may include restatements of information as set forth in the Global Reporting Initiative’s Universal Standards (“Standards”). This report was produced with reference to the Standards.



our NETWORK



138
PROPERTIES

24
STATES + PUERTO RICO

19
SUPERYACHT LOCATIONS

As of December 31, 2024

\$965.8M

IN ANNUAL REVENUE

138

PROPERTIES

19

SUPERYACHT LOCATIONS

2,818

TEAMMATES¹

48,760

WET SLIP & DRY STACK STORAGE SPACES

39,000+

MEMBERS

¹As of December 31, 2024, excluding seasonal hires.



STAKEHOLDER VALUE

Wet & dry slips

End-to-end service

Fuel sales

Amenities

Member Experiences

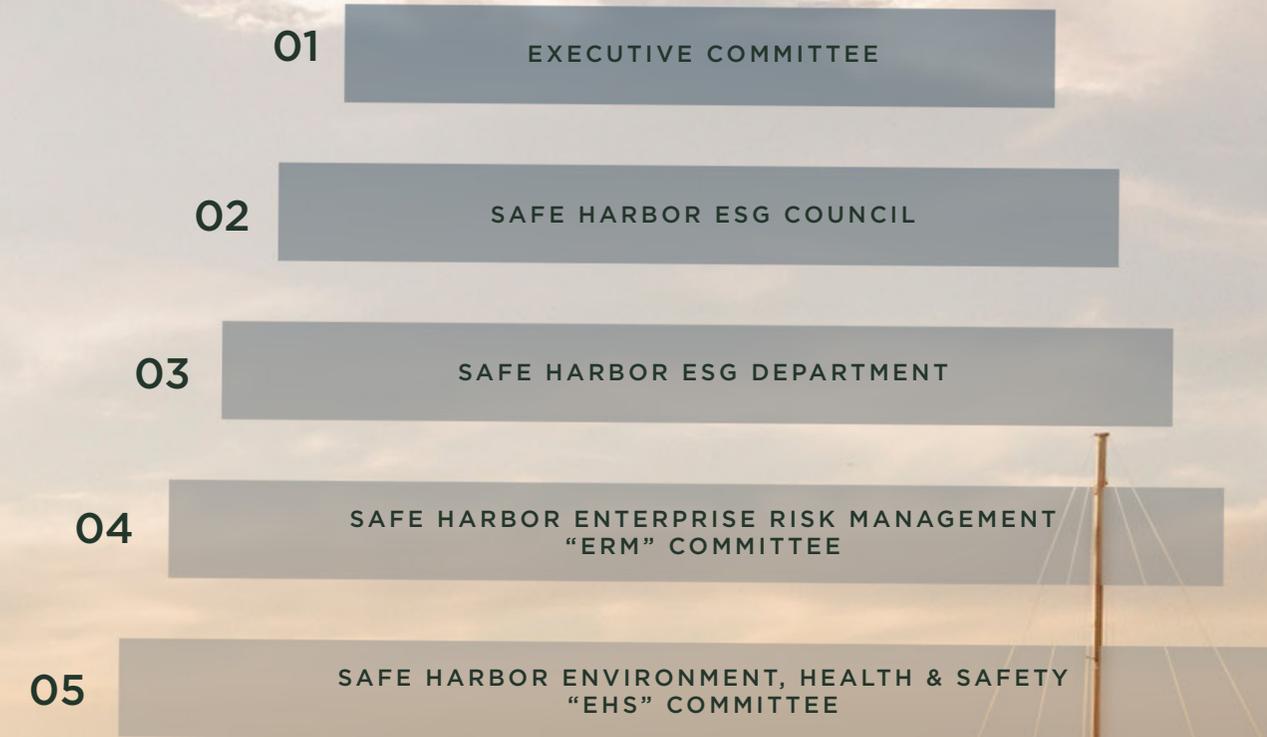


2024 Sustainability Oversight³

- 01** Highest governance body at Safe Harbor, consisting of Safe Harbor’s CEO as well as two representatives of our parent company.
- 02** Responsible for all sustainability-related oversight at Safe Harbor and consists of executive and management-level Teammates representing multiple company departments, including:
 - Safe Harbor’s CEO
 - Accounting
 - Construction and Development
 - Environment, Health, and Safety (EHS)
 - Finance
 - Human Resources
 - Hospitality and Branding
 - Information Technology
 - Legal
 - Marketing
 - Procurement
 - Risk
 - Strategic Operations

- 03** The VP of ESG is responsible for overseeing and advancing Safe Harbor Sustainability initiatives, annual reporting, and providing validated business-unit specific data to Sun for portfolio-wide ESG reporting. Safe Harbor’s VP of ESG participated in regular meetings with Sun’s head of Sustainability to ensure alignment on reporting. She also served on Sun’s ESG Steering Committee, which consisted of representatives from Sun subsidiaries and promoted collaboration and resource sharing.
- 04** The Committee is responsible for conducting the company’s annual ERM exercise, identifying business risks, and developing action plans for risk mitigation each year. Results of risk assessments are regularly shared between individual Safe Harbor and Sun departments and at the executive level.
- 05** Provides oversight on all EHS programs and helps to advance improvements to our program and protocols.

Oversight Structure



LEADERSHIP SUPPORTING SUSTAINABILITY

Safe Harbor Marinas is led by a talented and diverse group of executive and management-level Teammates. Our team brings a variety of backgrounds, perspectives, and experiences to the table when making critical decisions for the company. Together, we share a common commitment to building something great over time—a one-of-a-kind, future-focused recreational boating network focused on excellence in delivering the best of waterfront lifestyle.

³Please see Additional Information on page 76 for more information on anticipated changes to Safe Harbor ownership and governance in 2025.

OUR CULTURE

The skills, dedication, and enthusiasm of our Teammates, Members, and communities are among Safe Harbor's greatest assets. When it comes to our team, we invest in people with the aim of watching them grow and thrive over the long term. Our team's diversity, too, is one of our greatest strengths. Safe Harbor is able to adapt to modern business challenges because of the innovation that stems from dialogue between people of varied backgrounds, experiences, and perspectives.

From benefits and training offerings to scholarships and professional development opportunities, we are constantly striving for excellence as an employer and to make Safe Harbor a workplace of opportunity, service, and respect for all.

This section discusses our approach to recruiting, hiring, and investing in Teammates whose values and character align with and add to our culture of growth, inclusivity, and care for others.



Benefits

We believe each Teammate should have the opportunity to thrive, vocationally and personally, in their role at our company. To that end, we provide a comprehensive benefits package to full-time Teammates that includes a 401(k) plan with employer match; eight-weeks paid parental leave; medical, dental, and vision insurance; as well as paid time off allowances for all Teammates. We are constantly exploring ways to improve our benefits offerings where feasible using, among other things, data collected through our annual Teammate NPS survey.

our TEAM at a glance

Social Key Measures

2,818
Teammates

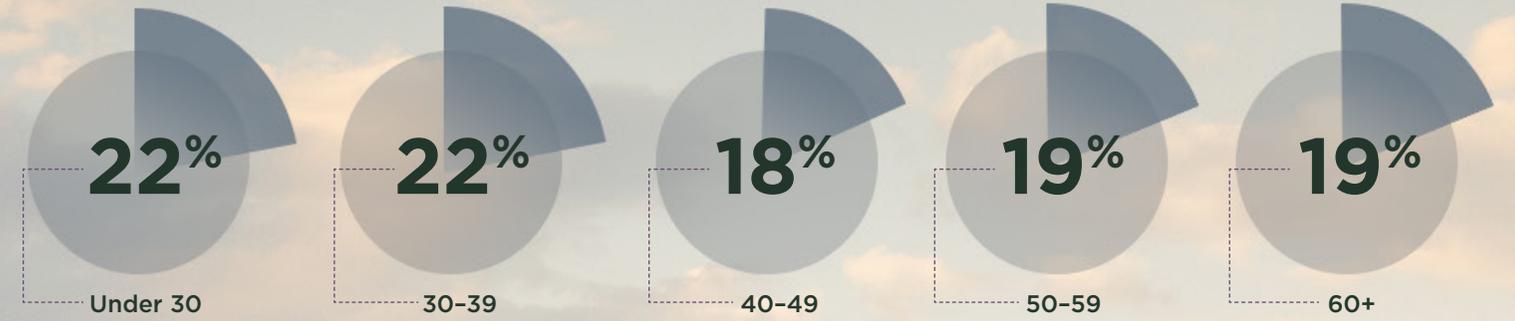
738
New hires

102
Veteran Teammates

21
Veteran Teammates hired in 2024

9,507
Total training hours

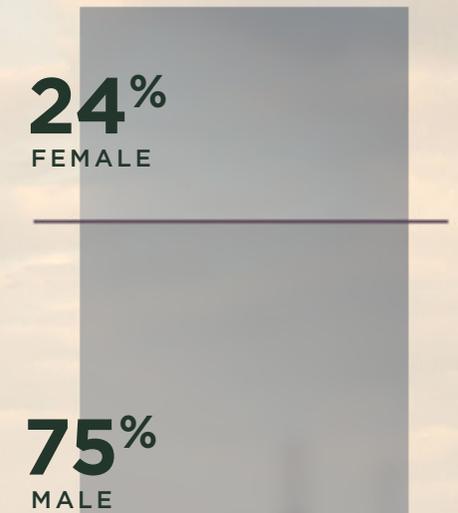
Teammate Age



Teammate Tenure⁵(years)



Teammate Gender



1%
UNDISCLOSED

⁵Safe Harbor honors Teammate tenure prior to a property being acquired.

Ⓢ SAFE HARBOR MARINAS

Company Name	Safe Harbor Marinas, LLC
Headquarters	Dallas, Texas, United States
Description	As of December 31, 2024, Safe Harbor Marinas, LLC was a wholly owned subsidiary of Sun Communities, Inc. ¹² (NYSE: SUI) (“Sun”), and our network consisted of 138 marinas across the United States and Puerto Rico. The company currently serves over 39,000 Members. In April 2025, Safe Harbor was acquired by Blackstone Infrastructure (see footnote below).
Main Products & Services	Our marinas offer wet slip and dry storage space leases, end-to-end service (such as routine maintenance, repair, and winterization), fuel sales, and other high-end amenities. These services and amenities offer convenience and resort-quality experiences to our Members and guests.
Financial Reports	Safe Harbor’s 2024 financial reports are consolidated with Sun’s financial filings, which are publicly available at suninc.com/sec-filings .
Reporting Contact	Safe Harbor Marinas: sustainability@shmarinas.com

¹² This report reflects Safe Harbor governance for reporting year beginning January 1, 2024 through December 31, 2024. In April 2025, Blackstone Infrastructure completed its acquisition of Safe Harbor Marinas. Governance disclosures will be updated to reflect changes to ownership of, and sustainability governance within, Safe Harbor in 2025.



FRONT STREET SHIPYARD – CONTRACT REZONING AGREEMENT

No.	Authorized	Required	Condition	Responsible Party for Completion / Submittal	Status of Completion / Submittal	Responsible Party (Post-Closing)
EXHIBIT A PLANNING BOARD'S CONDITIONS OF APPROVAL						
1.			CITY PERMIT APPROVAL			
	X		Apply to amend the Contract Rezoning Agreement, as amended, to propose to amend any terms. (Amendment #8)	Applicant	Ongoing	SHM
2.			CHANGE IN APPLICANT			
		X	Apply for change of ownership approval by the Planning Board and City Council for (a) new owner, or (b) change of controlling ownership. (Amendment #4)	SHM	Ongoing	SHM
3.			NON-CITY (OTHER) PERMITS			
		X	Provide the Code Enforcement Officer a copy of all permits that may be required and that it obtains from all parties other than the City. (Amendment #4)	Applicant	Presumably Completed	SHM
		X	Obtain permits for improvements involved with the issuance of a City building prior to the issuance of a City permit, or the start of work authorized by a City permit. (Amendment #4)	Applicant	Ongoing	SHM
		X	Abide by terms of all state, federal and quasi-public agency (non-City) permits that are required for this project, and inform the City if any conditions or requirements imposed by said entities differ or conflict with requirements established by the City of these conflicts and shall work with the City to resolve the conflict. (Amendment #4)	Applicant	Ongoing	SHM
		X	Inform the 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. (Amendment #4)	Applicant	Ongoing	SHM

No.	Authorized	Required	Condition	Responsible Party for Completion / Submittal	Status of Completion / Submittal	Responsible Party (Post-Closing)
4.			USE OF BUILDINGS AND CONSTRUCTION SCHEDULE			
			<i>Use:</i>			
			<i>Building #1:</i>			
	X		Use as boat storage and boat repair (first floor) and ancillary uses to its boat repair, boat storage, boat refitting and boat building operations (second floor), and may also be used for industrial uses; compacted gravel area on former Building #1 footprint may be used for outside boat storage and employee parking (Amendment #4)	N/A	N/A	N/A
		X	Demolish existing building. (Amendment #3)	Permittee	Complete ¹	N/A
		X	Construct concrete retaining wall and regrade and compact all fill on site of former building. (Amendment #3 and #4)	Permittee	Presumably Complete ²	SHM
	X		Construct new 2-story building, approximately 11,700 sq. ft. (Amendment #4)	Permittee	Presumably Complete ³	SHM
			<i>Building #2:</i>			
	X		Any use directly related to its operation of a boat storage, boat repair, boat refitting and boat building facility (Amendment #8);	N/A	N/A	N/A
	X		Demolish existing building.	Permittee	Complete ⁴	N/A
	X		Construct new building, provided a plan and building design for the replacement structure was submitted. (Amendment #4)	Permittee	Not Completed ⁵	SHM
	X		Reconstruct existing pile supported pier on which Building #2 is located, including the area that will be used for the Harbor Walk. (Amendment #4)	Permittee	Presumably Complete ⁶	SHM

¹ Completed in February 2011 per Amendment #4

² Required completion by October 1, 2011

³ Required completion by October 1, 2012.

⁴ Completed in June 2011 per Amendment #4 and Amendment #8

⁵ Required plan submittal by October 1, 2017 and completion by October 1, 2018.

No.	Authorized	Required	Condition	Responsible Party for Completion / Submittal	Status of Completion / Submittal	Responsible Party (Post-Closing)
			<u>Building #3:</u>			
	X		Any use specifically associated with its operation of a boat repair, boat storage, boat refitting and boat building facility, including ancillary industrial uses (Amendment #8)	N/A	N/A	N/A
	X		Install new siding and new roof and make interior improvements. (Amendment #4)	Permittee	Presumably Complete ⁷	SHM
			<u>Building #4:</u>			
	X		Any use specifically associated with its operation of a boat repair, boat storage, boat refitting and boat building facility, including ancillary industrial uses (Amendment #8)	N/A	N/A	N/A
		X	Make exterior improvements to the building. (Amendment #4)	Permittee	Presumably Complete	SHM
			<u>Building #4A:</u>			
	X		Any use specifically associated with its operation of a boat repair, boat storage, boat refitting and boat building facility, including ancillary industrial uses (Amendment #4)	N/A	N/A	N/A
	X		Demolish existing building and loading dock. (Amendment #4)	Permittee	Presumably Complete	N/A
	X		Construct new building, approximately 10,891 sq. ft. (Amendment #4)	Permittee	Presumably Complete ⁸	SHM
		X	Replace existing storm drain culvert. (Amendment #4)	City	Presumably Complete ⁹	City

⁶ Required completion by April 1, 2013.

⁷ Required completion by December 31, 2011.

⁸ Required completion by December 31, 2011.

⁹ To be completed post-demolition of existing building and pre-construction of new building.

No.	Authorized	Required	Condition	Responsible Party for Completion / Submittal	Status of Completion / Submittal	Responsible Party (Post-Closing)
			<u>Building #5:</u>			
	X		Any use specifically associated with its operation of a boat repair, boat storage, boat refitting and boat building facility, including ancillary industrial uses (Amendment #8)	N/A	N/A	N/A
		X	Demolish existing city-owned building. (Amendment #4)	Permittee	Presumably Complete	N/A
	X		Construct new building, approximately 22,400 sq. ft. (Amendment #4)	Permittee	Presumably Complete ¹⁰	SHM
			<u>Building #6:</u>			
	X		Any use specifically associated with its operation of a boat repair, boat storage, boat refitting and boat building facility, including ancillary industrial uses (Amendment #8)	N/A	N/A	N/A
	X		Construct new building, approximately 25,800 sq. ft. in two phases (Amendment #8)	Permittee / SHM	Phase 1 Complete / Phase 2 Pending ¹¹	SHM
			<u>Out Buildings:</u>			
	X		Construct new building for wood storage near Building #3. (Amendment #4 and Amendment #8)	Permittee	Presumably Complete	SHM
	X		Construct new small building to be used by employees that manage dock-side operations near Building #4. (Amendment #4 and #8)	Permittee	Presumably Complete	SHM
	X		Construct building that was previously the shipyard's temporary office near Building #2 (Amendment #8)	Permittee	Presumably Complete	SHM

¹⁰ Required completion by June 1, 2012.

¹¹ Required completion of Phase 1 (21,979 sq. ft. main building) by June 30, 2015 and Phase 2 (4,800 sq. ft. expansion) by June 30, 2025.

No.	Authorized	Required	Condition	Responsible Party for Completion / Submittal	Status of Completion / Submittal	Responsible Party (Post-Closing)
			<i>Temporary Buildings:</i>			
	X		Storage trailers to store equipment of vessel owners are allowed for up to one year in a location that does not interfere with use of the Harbor Walk or adversely affect appearance of functional use of the storage yard and facility. (Amendment #4 and #8)	Permittee	N/A	SHM
	X		Construct temporary enclosure around a vessel to facilitate work on such vessel. (Amendment #4 and #8)	Permittee	N/A	SHM
5.			FLOOD VARIANCE			
		X	Comply with requirements of recorded variances in the construction of Building #4A, #5 and #6. (Amendment #4 and #8)	Applicant	Presumably Completed	N/A
		X	Demonstrate to the satisfaction of the City Code Enforcement Officer that the construction of Building #4A, #5 and #6 satisfies requirements of Chapter 78, Floods, and City Building Code for construction within the floodplain. (Amendment #4 and #8)	Applicant	Presumably Completed	N/A
6.			BUILDING DESIGN			
		X	Comply with elevation drawings A.4.1 and A.4.2 for Building #1, #2, #5 and #6. (Amendment #4, #6 and #8)	Applicant	Presumably Completed	N/A
		X	Comply with elevation drawings A.4.1 for Building #3, #4 and #4A (Amendment #4)	Applicant	Presumably Completed	N/A
7.			SEWER			
		X	Ensure that all buildings that will use public sewer are properly connected to public sewer. (Amendment #3 and #4)	Applicant	Presumably Completed	N/A
		X	Work with appropriate City staff to obtain the inspection of each sewer connection. (Amendment #3 and #4)	Applicant	Presumably Completed	N/A

No.	Authorized	Required	Condition	Responsible Party for Completion / Submittal	Status of Completion / Submittal	Responsible Party (Post-Closing)
		X	Present evidence to the Code Enforcement Officer that the overboard discharge for the former Stinson Seafoods processing plant has been disconnected and that it is no longer operable. (Amendment #3)	Applicant	Presumably Completed	N/A
		X	Ensure that the existing sewer service to Building #1 has been properly disconnected. (Amendment #3)	Applicant	Presumably Completed	N/A
	X		Construct the proposed marine wash bay in the general location identified on the approved site plan, which requires Applicant to submit a final plan for construction of the marine wash basin to the Code Enforcement Officer and Superintendent of the Wastewater Treatment Plant for their review and approval. (Amendment #3)			
		X	Present evidence to the City that the wash bay complies with all state and federal requirements. (Amendment #3)	Applicant	Presumably Completed	N/A
		X	Install the sewer line and treatment system that is approved for this improvement. (Amendment #3)	Applicant	Presumably Completed	N/A
		X	Monitor wastes from this facility pursuant to requirements identified by the Belfast Wastewater Treatment plant, including performing at least 2 tests at one month intervals to report such results to the Wastewater Treatment Plant. The parameters for said tests are on file at the Department of Planning and Community Development. (Amendment #3)	Applicant	Ongoing	SHM
		X	Obtain the required road opening permit from the Department of Public Works for any work that may occur within a City street and provide the accompanying performance guarantee that may be required for such work in the City street. (Amendment #3 and #4)	Applicant	Presumably Completed	N/A
8.			WATER SERVICE			
		X	Present evidence to the City Code Enforcement Officer that the Belfast Water District has approved of the proposed method to provide public water to the respective buildings and marine floats that will be connected to the public water supply, and the manner in which such buildings were connected to the public water service. (Amendment #3 and 4)	Applicant	Presumably Completed	N/A

No.	Authorized	Required	Condition	Responsible Party for Completion / Submittal	Status of Completion / Submittal	Responsible Party (Post-Closing)
		X	The City and Applicant shall work cooperatively to allow the potential extension of the Applicant's water service improvements (reference site plan) to serve the 'commercial fishermen's dock and Thompson's Wharf area.. (Amendment #3)	Applicant / City	Presumably Completed	N/A
		X	Obtain the required road opening permit from the Department of Public Works and provide the accompanying performance guarantee that may be required for any work involved with the provision of water service that may impact an existing City street. (Amendment #4)	Applicant	Presumably Completed	N/A
9.			UTILITY SERVICE			
		X	Install all utilities in accordance with specifications identified on the approved site plan, and complete the installation of said utilities prior to issuance of an occupancy permit for any respective building. (Amendment #4 and #8)	Applicant	Presumably Completed	N/A
		X	Coordinate replacement of the existing overhead utility service on Front Street and installation of the new underground utilities with the Department of Public Works. (Amendment #4)	Applicant	Presumably Completed	N/A
		X	Obtain the required road opening permit from the Department of Public Works and provide the accompanying performance guarantee that may be required for any work involved with the provision of utility services that may occur within an existing City street. (Amendment #4)	Applicant	Presumably Completed	N/A
		X	The City and Applicant shall work cooperatively to allow the potential extension of the Applicant's electric service improvements (reference site plan) to serve the 'commercial fishermen's dock' and Thompson's Wharf area. (Amendment #4)	Applicant / City	Presumably Completed	N/A
10.			SOLID WASTE DISPOSAL AND LITTER			

No.	Authorized	Required	Condition	Responsible Party for Completion / Submittal	Status of Completion / Submittal	Responsible Party (Post-Closing)
	X		Install the number of dumpsters needed on the site and in locations identified by the Applicant to assist in the collection and disposal of solid wastes and recyclable materials. Dumpsters and other solid waste and recycling containers may be located within an enclosed building or in an outside location on the site and no specific screening is required for any solid waste or recycling container located outside a building, however their location shall not cause a nuisance situation with public use of the Harbor Walk or Front Street, or any abutting property owner. (Amendment #8)	Applicant	Ongoing	SHM
		X	Ensure that all wastes are routinely collected and disposed of in a sanitary manner so that offensive odors are controlled, and so that waste and litter does not become a public nuisance, and that the site is free of litter by regularly removing litter from the site. (Amendment #8)	Applicant	Ongoing	SHM
11.			HAZARDOUS WASTE			
		X	Arrange for the collection and disposal of all hazardous waste that may be generated on the site or found on the site during project construction, and shall comply with all state and federal requirements which may govern such collection and disposal. (Amendment #4)	Applicant	Presumably Completed	N/A
		X	Boat repair, boat storage, boat refitting and boat building operations shall comply with all state and federal regulations regarding the proper handling and disposal of hazardous materials and in the Applicant's use of such materials in servicing or building boats. (Amendment #4)	Applicant	Ongoing	SHM
		X	Provide, if request by the City, evidence to the Code Enforcement Officer that all wastes classified as hazardous that are involved in the boat repair, boat refitting, boat storage and boat building operations are being handled properly. (Amendment #4)	Applicant	Ongoing	SHM
		X	Ensure that all operations that occur in marine waters comply with all state and federal requirements for the proper handling of any hazardous or special waste. (Amendment #4)	Applicant	Ongoing	SHM

No.	Authorized	Required	Condition	Responsible Party for Completion / Submittal	Status of Completion / Submittal	Responsible Party (Post-Closing)
		X	Comply with all applicable state and federal requirements for all project construction on the property on which Building #5 was constructed, and on the parking lot on which Building #6 is to be constructed . (Amendment #8)	Applicant	Presumably Completed	SHM
		X	Comply with terms of the Phase 2 Assessment and the Voluntary Response Action Program (VRAP) permit granted by the Department of Environmental Protection in 2013 for construction of Building #6, all construction activities shall. (Amendment #8)	Applicant	Presumably Completed	SHM
		X	Provide evidence to the Code Enforcement Officer that any and all contaminated soils excavated or disturbed in the construction of Building #6 were properly handled and disposed of in accordance with VRAP requirements. (Amendment #8)	Applicant	Presumably Completed	SHM
12.			STORMWATER MANAGEMENT			
		X	Construct the stormwater improvements identified on the approved site plan, any identified for the storage yard and parking areas shall be completed in concert with grading work that is completed, and any associated with specific buildings shall be completed as the respective buildings are constructed. (Amendment #4)	Applicant	Presumably Completed	SHM
		X	Replace and/or repair the existing public stormwater culvert that exists under Building #4A and potentially to make improvements to public stormwater facilities at other locations on the Applicant property. (Amendment #4)	Applicant / City	Presumably Completed	SHM / City
		X	Coordinate construction of stormwater improvements with the Department of Public Works. (Amendment #4)	Applicant	Presumably Completed	SHM
		X	Obtain a road opening permit and post any performance guarantee in the amount specified by the Superintendent of Public Works that may be required for any work that may impact Front Street or other City property. (Amendment #4)	Applicant	Presumably Completed	SHM
		X	Ensure, in managing the use of the storage yard and its respective buildings, that stormwater is effectively managed to avoid adversely impacting the public's use of the Belfast Harbor Walk. (Amendment #8)	Applicant	Ongoing	SHM

No.	Authorized	Required	Condition	Responsible Party for Completion / Submittal	Status of Completion / Submittal	Responsible Party (Post-Closing)
		X	Work with the City in managing stormwater generated on their property when the City reconstructs Front Street. (Amendment #8)	Applicant	Presumably Completed	SHM
13.			EROSION AND SEDIMENTATION CONTROL			
		X	Ensure that project construction and demolition activities do not adversely effect water quality or result in sedimentation of the Passagassawaukeag River. (Amendment #4)	Applicant	Ongoing	SHM
		X	Use appropriate erosion and sedimentation control measures to prevent such adverse effects. (Amendment #4)	Applicant	Ongoing	SHM
		X	All construction activities also shall conform to State Department of Environmental Protection and Army Corps of Engineer requirements, including any restrictions that may apply to when construction activities can occur. (Amendment #4)	Applicant	Ongoing	SHM
14.			PARKING			
		X	Manage City-owned parking lot (Map 11, Lot 136) so that no parked vehicles interfere with the public's and vehicular use of Front Street, public use of the Harbor Walk and Dept of Public Works can effectively maintain Front Street, particularly snow maintenance. (Amendment #8)	Applicant	Ongoing	SHM
		X	Provide the Code Enforcement Officer evidence that it has secured the use of adjacent property (Map 11, Lot 158) for 15 parking spaces by a lease agreement and provide the City a copy of the executed lease.	Applicant	Ongoing	SHM
		X	Inform the Code Enforcement Officer of having 130 or more employees	Applicant	Ongoing	SHM
		X	Complete construction of parking area, using either a gravel or an asphalt surface, (Map 11, Lot 158) within 3 months of informing the Code Enforcement Officer.	Applicant	Ongoing	SHM
		X	Ensure that all stormwater generated from this parking area is effectively managed.	Applicant	Ongoing	SHM

No.	Authorized	Required	Condition	Responsible Party for Completion / Submittal	Status of Completion / Submittal	Responsible Party (Post-Closing)
		X	Manage the areas in which employees and visitors park in accordance with the above identified parking plan.	Applicant	Ongoing	SHM
		X	Maintain all parking areas in good condition and shall ensure that snow is regularly removed from their on-site parking areas, and if needed, from their property.	Applicant	Ongoing	SHM
		X	Provide a minimum of 6 handicap spaces, which shall always be maintained and identified by appropriate signage.	Applicant	Ongoing	SHM
		X	Ensure all employees and most visitors park in the designated parking areas.	Applicant	Ongoing	SHM
		X	Manage the numbers of employees who park in the Front Street parking lot so that there are a minimum of 15 spaces available for public use at all times.	Applicant	Ongoing	SHM
		X	Provide the Code Enforcement Officer information regarding the number of full-time, part-time and contractual employees on or about July 1 st each year.	Applicant	Ongoing	SHM
		X	Report to the City having more than 160 employees and identify proposal to provide additional parking.	Applicant	Ongoing	SHM
		X	Provide the Code Enforcement Officer a minimum of 30 days' written notice of any change in the amount of parking available to the Shipyard through either lease and measures the Applicant proposes to implement to address the loss of either or both parking areas.	Applicant	Ongoing	SHM
15.			CONSTRUCTION OF STORAGE YARD AND YARD MAINTENANCE			
		X	Construct all areas that will be used for outside boat storage to standards identified on the Final Site Plan, and shall maintain such areas in good working condition. (Amendment #4)	Applicant	Presumably Completed	SHM
		X	Maintain areas that will be used for outside boat storage in good working condition. (Amendment #4)	Applicant	Ongoing	SHM

No.	Authorized	Required	Condition	Responsible Party for Completion / Submittal	Status of Completion / Submittal	Responsible Party (Post-Closing)
		X	Ensure that in maintaining its storage yard, stormwater and snow storage does not adversely affect the public's use of the Harbor Walk or the City's ability to maintain such for year-round use. (Amendment #8)	Applicant	Ongoing	SHM
16.			FRONT STREET AND FRONT STREET/PIERCE STREET INTERSECTION (OFF-SITE IMPROVEMENTS)			
		X	Use caution and to employ appropriate safety measures when moving boats on Front Street, and to consult with the Department of Public Works and City Police Department regarding how best to address concerns regarding public safety. (Amendment #4)	Applicant	Ongoing	SHM
17.			MARINE/WATERFRONT CONSTRUCTION			
		X	Comply with the terms and conditions of the Belfast Harbor Committee (see below). (Amendment #7)	Applicant	Ongoing	SHM
		X	Submit any change in the use or construction of the project's marine facilities for review of the Belfast Harbor Committee. (Amendment #7)	Applicant	Ongoing	SHM
18.			LANDSCAPING			
	X		Plant landscaping or grass in areas where Applicant finds appropriate. (Amendment #8)	Applicant	Ongoing	SHM
		X	Ensure its operations do not adversely affecting plantings of the City along the water side of the Harbor Walk adjacent to Building #3, Building #4 and Building #4A or in the area located northeasterly of the marine travel-lift pier. (Amendment #8)	Applicant	Ongoing	SHM
19.			EXTERIOR LIGHTING			
		X	Install, as building improvements occur, the exterior lighting identified on the approved site plan, which mostly consists of wall-packs mounted on buildings, and all shall be down-directed and shielded with appropriate cut-offs, shall not cause glare on a public street, an adjacent property or adversely impact navigation in Belfast Harbor. (Amendment #6)	Applicant	Presumably Completed	SHM

No.	Authorized	Required	Condition	Responsible Party for Completion / Submittal	Status of Completion / Submittal	Responsible Party (Post-Closing)
		X	Install lighting associated with the Harbor Walk on certain buildings and facilities owned and operated by the Shipyard. (Amendment #6)	City	Presumably Completed	City
20.			PUBLIC ACCESS AND IMPROVEMENTS			
20.1		X	Construct and maintain the portion of the Harbor Walk that is located on the pile supported dock/pier (the equivalent of a boardwalk) located on the marine (northeasterly) side of Building #1 and Building #2 (which has been demolished). (Amendment #8)	Applicant	Completed	SHM
		X	Construct a wooden deck (a boardwalk) that is at least 14 feet in width and railings with a cap that satisfy all building code requirements. (Amendment #8)	Applicant	Presumably Completed	SHM
		X	Install additional bracing, pilings and similar improvements to fortify construction of the pile supported dock/pier. (Amendment #8)	Applicant	Presumably Completed ¹²	SHM
		X	Construct 15' wide handicap accessible wooden ramp to provide access between the Applicant 'boardwalk' and the Armistice Bridge. (Amendment #8)	City	Completed ¹³	City
		X	Construct Harbor Walk and install 3 permanent lights located on the northeasterly wall of Building # 1 and two temporary lights (near future Building #2) on the Applicant 'boardwalk'. (Amendment #8)	City	Completed	City
	X		Temporarily close, from time to time, public access to the above section of the Harbor Walk if operations conducted in this area cause concerns regarding public safety. (Amendment #8)	Applicant	Ongoing	SHM
		X	Erect barricades to close access and erect signage directing the public to alternative pedestrian amenities. (Amendment #8)	Applicant	Ongoing	SHM

¹² Required completion by December 31, 2013 and to provide the City a letter from a licensed structural engineer certifying that the structural improvements to the pier address structural requirements by January 31, 2014.

¹³ Completed on or about November 1, 2013 per Amendment #8

No.	Authorized	Required	Condition	Responsible Party for Completion / Submittal	Status of Completion / Submittal	Responsible Party (Post-Closing)
20.2		X	Construct a 10 foot wide asphalt path in the area that extends from the Thompson Wharf area to the 'boardwalk' section (identified above). (Amendment #8)	City	Completed	City
	X		Construct a marine wash basin to serve a 165 ton travel-lift. (Amendment #8)	Applicant	Completed ¹⁴	SHM
	X		Construct a marine wash basin to serve a 485 ton marine travel-lift. (Amendment #8)	Applicant	Completed ¹⁵	SHM
		X	Install informational signage that informs the public of provisions that apply to public use of the wash basins for the Harbor Walk, including policies that apply when the Shipyard is actively using the wash basin area to haul and/or wash down one or more marine vessels. (Amendment #8)	City	Presumably Completed	City
	X		Temporarily close, from time to time, public access to the above section of the Harbor Walk if operations conducted in this area, particularly the marine wash basin area, cause concerns regarding public safety. (Amendment #8)	Applicant	Ongoing	SHM
		X	Erect barricades to close access and erect signage directing the public to alternative pedestrian amenities. (Amendment #8)	Applicant	Ongoing	SHM
		X	Comply with all closure provisions identified in the operational policies each time that the Applicant deems it necessary to temporarily close the Harbor Walk. (Amendment #8)	Applicant	Ongoing	SHM
		X	Avoid, to the greatest extent practical, any vehicular crossings of the Harbor Walk. (Amendment #8)	Applicant	Ongoing	SHM
		X	Will not store or park any materials, equipment or boats on this section of the Harbor Walk. (Amendment #8)	Applicant	Ongoing	SHM
20.3		X	Construct one 5' wide relief walkway and three 8' wide relief walkways to allow public access to the Harbor Walk and to lessen concern regarding public safety during said temporary closings. (Amendment #8)	City	Presumably Complete	City

¹⁴ Completed in 2011 per Amendment #8

¹⁵ Completed in 2013 per Amendment #8

No.	Authorized	Required	Condition	Responsible Party for Completion / Submittal	Status of Completion / Submittal	Responsible Party (Post-Closing)
		X	Ensure access to the relief walkway is maintained at all times, employ reasonable measures to keep this walkway clear of equipment and materials which would hinder public use, including use of trellises or protective covers for power cables from Building 6 that serve boats in the storage yard, and elicit the cooperation of its employees to recognize the purpose of the relief walkway and to foster public use of the area. (Amendment #8)	Applicant	Ongoing	SHM
		X	Install informational signage to direct persons to use the relief walkways when the Harbor Walk is temporarily closed.	City	Presumably Completed	City
		X	Comply with provisions in the operational policies to direct persons to the relief walkway. (Amendment #8)	Applicant	Ongoing	SHM
		X	Constructed a 5' wide asphalt shoulder immediately adjacent to the southwesterly side of a portion of Front Street that is located in front of Building #1 to provide a wider paved area along Front Street which both pedestrians, bicyclists and vehicles can use to travel in this area. (Amendment #8)	City	Completed ¹⁶	SHM
21.			FUEL AND PROPANE STORAGE			
	X		Construct propane storage tanks in the areas shown on the approved site plan. (Amendment #4 and #8)	Permittee	Ongoing	SHM
		X	Comply with all state and federal requirements for fuel and propane storage facilities. (Amendment #4 and #8)	Permittee	Ongoing	SHM
22.			PERFORMANCE GUARANTEE			
		X	Comply with the conditions of approval in Attachments A and B to the Contract Rezoning Agreement, as amended. (Amendment #3)	Permittee	Ongoing	SHM
		X	Comply with the project construction schedule. (Amendment #4 and #8)	Permittee	Ongoing	SHM

¹⁶ Completed on November 1, 2013 per Amendment #8.

No.	Authorized	Required	Condition	Responsible Party for Completion / Submittal	Status of Completion / Submittal	Responsible Party (Post-Closing)
		X	Comply with the terms of the option to lease agreement for Building #6. (Amendment #8)	Permittee	N/A ¹⁷	SHM
		X	Obtain an occupancy permit for Building #6. (Amendment #8)	Permittee	Presumably Complete	SHM
23.			CONDOMINIUM ASSOCIATION¹⁸			
24.			EVIDENCE OF PROJECT OWNERSHIP¹⁹			
25.			APPLICANT/CITY USE/LEASE AGREEMENTS²⁰			
26.			SIGNS			
		X	Comply with approved-sign plan for on-building signs. (Amendment #8)	Permittee	Ongoing	SHM
	X		Install on-building signage to inform customers and visitors of Shipyard operations that occur in the respective buildings, and other signage on the site to direct customers and visitors to areas on the site. (Amendment #8)	Permittee	Ongoing	SHM
	X		Install exterior lighting on signage, but no signage may be internally illuminated. (Amendment #8)	Permittee	Ongoing	SHM
27.			CITY BUILDING PERMITS			
		X	Obtain building permits prior to commencing construction and comply with requirements of such permits. (Amendment #3, #4 and #7)	Permittee	Ongoing	SHM
		X	Submit building construction plans to Code Enforcement Officer, which plans identifies (i) how all applicable city, State and federal requirements are satisfied, and (ii) how construction will comply with Chapter 78, flood requirements,. (Amendment #4 and #8)	Permittee	Ongoing	SHM

¹⁷ Lease terminated by merger upon Applicant's ownership of the underlying property.

¹⁸ No outstanding or ongoing construction, completion or submittal requirements set forth in this Section, as condominium provisions were eliminated by Section 16 of the Comprehensive Master Agreement.

¹⁹ No outstanding or ongoing construction, completion or submittal requirements set forth in this Section.

²⁰ No outstanding or ongoing construction, completion or submittal requirements set forth in this Section. See Comprehensive Master Agreement Matrix

No.	Authorized	Required	Condition	Responsible Party for Completion / Submittal	Status of Completion / Submittal	Responsible Party (Post-Closing)
28.			AS-BUILTS			
		X	Provide Code Enforcement Officer an as-built of all site improvements constructed. (Amendment #4)	Permittee	Presumably Complete ²¹	SHM
		X	Provide City Property and Facilities an as-built of any changes and improvements to City property and facilities. (Amendment #3 and #4)	Permittee	Presumably Complete ²²	SHM
		X	Provide Code Enforcement Officer plans for construction of the marine wash basin and marine travel lift piers and identify any changes made during construction in an as-built or memorandum. (Amendment #7)	Permittee	Presumably Complete	N/A
		X	Provide Code Enforcement Officer an as-built of all site improvements associated with Building #6 (Amendment #8)	Permittee / SHM	Presumably Complete ²³	N/A
			EXHIBIT B HARBOR COMMITTEE'S SPECIFIC CONDITIONS OF APPROVAL			
1.			SITE PLAN APPROVAL AND IMPROVEMENTS PERIOD			
	X		Construct the marine travel-lift pier and accompanying float system (Amendment #3)	Permittee	Presumably Completed	SHM
	X		Construct wash bay facility (Amendment #3)	Permittee	Presumably Completed	SHM
	X		Construct a new gangway and float for the existing pier adjacent to Building #1, a total of 8 floats, provided none of the floats intrude into the 25 foot setback area from the City channel or the setback area from the littoral line between the applicant property and the City owned Armistice Bridge. (Amendment #4)	Permittee	Presumably Completed	SHM

²¹ Required that they be provided by August 1, 2012.

²² Required that they be provided by August 1, 2012.

²³ Required to be provided within 3 months of completion of Building #6.

No.	Authorized	Required	Condition	Responsible Party for Completion / Submittal	Status of Completion / Submittal	Responsible Party (Post-Closing)
	X		Construct a new dock adjacent to Building #2. (Amendment #4)			
	X		Construct a boardwalk/dock along the water side of Buildings # I and #2 that the City may use for the coastal walkway, and which the applicant can use to support its marine operations. (Amendment #4)	Permittee	Presumably Completed	SHM
	X		Complete alterations to configuration of the marine boat wash area. (Amendment #4)	Permittee	Presumably Completed	SHM
	X		Install a marine pump-out facility at the travel-lift pier. (Amendment #4)	Permittee	Presumably Completed	SHM
	X		Construct 46 marine floats and accompanying pilings and gangways (Amendment #5)	Permittee	Presumably Completed	SHM
	X		Construct two new piers for the new travel-lift (Amendment #7)	Permittee	Presumably Completed	SHM
	X		Reconfigure the layout of floats located southerly of the travel-lift pier (Amendment #7)	Permittee	Presumably Completed	SHM
	X		Expand the size of the on-shore marine wash basin (Amendment #7)	Permittee	Presumably Completed	SHM
	X		Reconfigure the shape and size of the turning radius in the inner (Amendment #7)	Permittee	Presumably Completed	SHM
	X		Reconfigure the layout of several floats located adjacent to the dock on the Shipyard property located south of the Armistice Bridge (Amendment #7)	Permittee	Presumably Completed	SHM
2.			ADDITIONAL USE OF MARINE WATERS			
		X	Reconfigure several floats connected to the dock on the Shipyard property located south of the Armistice Bridge (Amendment #7)			

No.	Authorized	Required	Condition	Responsible Party for Completion / Submittal	Status of Completion / Submittal	Responsible Party (Post-Closing)
3.			LOCATION AND CONSTRUCTION OF COMMERCIAL FISHERMAN'S DOCK ²⁴			
4.			ON-SHORE SUPPORT FACILITIES FOR COMMERCIAL FISHERMAN'S DOCK ²⁵			
5.			APPLICANT TEMPORARY USE OF RESERVE AREA FOR COMMERCIAL FISHERMAN'S DOCK ²⁶			
6.			CITY USE OF COMMERCIAL FISHERMAN'S DOCK ²⁷			
7.			LITTORAL LINES AND CONSTRUCTION LIMITATIONS			

²⁴ This condition was eliminated by Amendment #7 and 8.

²⁵ This condition was eliminated by Amendment #8.

²⁶ This condition was eliminated by Amendment #8.

²⁷ This condition was eliminated by Amendment #8.

No.	Authorized	Required	Condition	Responsible Party for Completion / Submittal	Status of Completion / Submittal	Responsible Party (Post-Closing)
		X	<p>For all project construction,</p> <p>(a) observe the littoral lines identified on the Site Plan approved for Amendment #3,</p> <p>(b) on the southerly end, ensure all structures are setback a minimum of 20' from the littoral line and the navigable area between the Applicant facilities and the City Thompson Wharf facilities shall be a minimum of 40' in width,</p> <p>(c) along the northerly property line (area adjacent to Armistice Bridge), ensure all structures, at a minimum, shall be setback 25' from the Applicant's property line, as such is shown on the Site Plan approved for Amendment #3, and</p> <p>(d) do not endanger the integrity of the City's buried sewer line located on the southerly side of the Armistice Bridge, and project infrastructure shall respect an adequate setback to allow the City to maintain its sewer line, as identified by the Sewer Treatment Plant and Public Works Department. (Amendment #7)</p>	Permittee	Presumably Completed	SHM
		X	No anchors within 75 feet of the southerly face of the Armistice Bridge may be dropped by Applicant and Applicant cannot grant permission to any person using its facilities to do so. (Amendment #7)	Permittee	Ongoing	SHM
8.			CHANNEL SETBACK			
		X	Ensure that all floats constructed by Applicant are located a minimum of 25' from the City's navigable channel. (Amendment #7)	Permittee	Presumably Completed	SHM
		X	Ensure that no vessels that use any of Applicant's floats or piers for berthing or hauling encroach into any portion of the navigable channel. (Amendment #7)	Permittee	Ongoing	SHM

No.	Authorized	Required	Condition	Responsible Party for Completion / Submittal	Status of Completion / Submittal	Responsible Party (Post-Closing)
		X	Contact the Harbor Master, if operations at the Shipyard will likely result in a vessel encroaching into the navigable channel, to inform them of the name of the vessel, estimated amount of encroachment, and estimated time the vessel will encroach into the channel. (Amendment #7)	Permittee	Ongoing	SHM
		X	Reconfigure the floats near the Armistice Bridge to comply with the float array identified on Plan Sheet C-1.	Permittee	Presumably Completed ²⁸	SHM
9.			PROJECT LIGHTING			
		X	Ensure that none of the lighting installed on the marine improvements cause any glare that would adversely affect navigation in the harbor. (Amendment #7)	Permittee	Presumably Completed	SHM
10.			RECOGNITION OF WHARF LINE LIMIT AND FUTURE CONSTRUCTION ACTIVITY			
	X		If any wharf, float or dock facilities, which are constructed in the marine waters more than 100' from the shore, are removed or abandoned for no less than 5 years, any rights granted by the city to construct such structure beyond the 100' wharf line limit are forfeited and any new or replacement structure must respect the 100' wharf line limit, unless the City allows an amendment to the Contract Rezoning Agreement requiring review by the Harbor Committee and action by the City Council/ (Amendment #7)	Permittee	Ongoing	SHM
11.			PLAN AMENDMENTS			
		X	Submit for review and approval by the Harbor Committee any change or amendment to the terms of the Contract Rezoning Agreement, as amended, and the approved Site Plan. (Amendment #7)	Permittee	Ongoing	SHM

²⁸ Required completion by January 1, 2014.

No.	Authorized	Required	Condition	Responsible Party for Completion / Submittal	Status of Completion / Submittal	Responsible Party (Post-Closing)
12.			AUTHORITY OF BELFAST HARBORMASTER			
		X	Recognize that the Belfast Harbormaster, pursuant to authority granted by MRS Title 30-A and the City Code of Ordinances, Chapter 30, Marine Activities is solely responsible for all issues related to operations, safety and navigation in the marine waters of Belfast Bay and harbor and has the authority to enforce provisions of State law and City Code of Ordinances. (Amendment #7)	Permittee	Ongoing	SHM
13.			COOPERATIVE WORKING RELATIONSHIP			
		X	Work cooperatively with the recreational fisherman to ensure their use of the river for fishing is preserved. (Amendment #7)	Permittee	Ongoing	SHM
14.			HARBOR COMMITTEE REQUEST TO CITY COUNCIL²⁹			
15.			CITY AND DUBBA JANUARY 2011 MEMORANDUM OF AGREEMENT³⁰			
16.			LAY-OUT OF TURNING RADIUS FOR TRAVEL-LIFT PIER, THE IMPACT ON EXISTING FLOATS AND MOORINGS, AND USE OF THE TRAVEL-LIFT			
			Applicant shall work with Harbormaster and the owners of float #17 and float #77 to relocate (Amendment #7)			

²⁹ This condition was eliminated by Amendment #8.

³⁰ This condition was eliminated by Amendment #7.

AGREEMENT OF PURCHASE AND SALE

AMONG

DUBBA, LLC,

AS SELLER

AND

SH MARINAS, LLC,

AS PURCHASER

**Front Street Shipyard
Belfast, Maine**

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this "Agreement") is made as of the 7th day of April, 2025 (the "Effective Date"), by and among **DUBBA, LLC**, a Maine limited liability company ("Dubba"), [REDACTED] ("Seller"), and **SH MARINAS, LLC**, a Delaware limited liability company ("Purchaser").

For good and lawful consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the below mutual covenants and agreements, Seller and Purchaser, intending to be legally bound hereby, agree as follows:

1. Basic Terms; Exhibits and Schedules. For purposes of this Agreement, the following terms shall have the meanings set forth in this Section 1:

(a) [REDACTED]

(b) "Deposit" shall mean [REDACTED]

(c) "Due Diligence Period" shall mean the period beginning on the Effective Date and ending at 5:00 p.m. on the day that is [REDACTED] days after the Effective Date, subject to extension (if applicable) as provided in Section 6(d) below.

(d) [REDACTED]

(e) "Escrow Agent" shall mean First American Title Insurance Company.

(f) [REDACTED]

[REDACTED]

(g) "Purchase Price" shall mean an amount equal to [REDACTED]

[REDACTED]

(h) "Real Property" shall mean, collectively:

(i) the fee interest in real estate tracts or parcels commonly known as "Front Street Shipyard" located at 101 Front Street, Belfast, Maine, all as more particularly described on the attached Exhibit A-1 and as more particularly identified in the site plan attached as Exhibit A-2 (the "Fee Real Property");

(ii) all right, title and interest of (x) [REDACTED]

[REDACTED]

and (y) Dubba pursuant to that certain submerged lands lease dated April 3, 2013 (the "Submerged Land Lease 2" and together with Submerged Land Lease 1, each a "Submerged Land Lease"), between Dubba and Division of Parks and Lands, an agency of the State of Maine Department of Conservation (as lessor) for a certain parcel of submerged land totaling approximately 114,100 square feet located in Belfast Harbor, Belfast Maine, all as more particularly identified in the site plan attached as Exhibit A-4 (collectively, the "Submerged Land Real Property");

(iii) [REDACTED]

[REDACTED]

(iv) [REDACTED]

[REDACTED]

(v) [REDACTED]

[REDACTED]

[REDACTED]

2. Agreement to Sell and Purchase. Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, subject to the terms and conditions of this Agreement, the Real Property, together with all of the following (collectively, the "Property"):

(a) all buildings, fixtures, and other improvements located on the Real Property or located adjacent to the Real Property pursuant to a lease, license, or permit (the "Improvements");

(b) Seller's interest, if any, in and to any and all strips and gores and any land lying in the bed of any street, road, or alley adjoining the Real Property and the rights, benefits, privileges, easements, tenements, hereditaments, and appurtenances thereon, or appurtenant to, the Real Property;

(c) all rights of way or use, riparian rights, water rights, and servitudes which are necessary for the operation of the Property or which otherwise benefit or are appurtenant to the Real Property or the Improvements, including, without limitation, all right, title and interest of Seller in all documents, agreements and permits relating to access to and use of any navigable waters, and any land lying in the bed of any street, road or alley, open or proposed, in front of, abutting or adjoining the Real Property;

(d) all vehicles, shuttles, vessels, boats, watercraft, barges, trailers and similar items owned or used by Seller in connection with the operation of the Property, including those specified on the attached Schedule 1 (collectively, the "Vehicles");

(e) all inventory at the Property owned by Seller, including without limitation, inventory of parts, ship store items, gasoline, diesel fuel and other petroleum products, retail merchandise and all other items offered for sale by Seller in the ordinary course of business at the Property (collectively, the "Inventory");

(f) all furniture, fixtures, slips, docks, travel lifts, dock arms, blocks, jack stands forklifts, golf carts, cranes, derricks, computers, software, equipment and other personal property used in connection with the operation of the Improvements and the Real Property, including building materials, fuel systems (including underground tanks, above ground tanks, lines, pipes, monitoring systems, and fuel consoles), utility systems (including transformers, lines, poles and utility equipment), and other tangible property (together with the Vehicles and Inventory, collectively, the "Tangible Personal Property");

(g) all of Seller's right, title and interest in and to all service contracts, maintenance contracts, operating contracts, listing agreements, equipment or vessel leases (but only to the extent that aggregate annual payment obligations under such leases do not exceed [REDACTED]), parking contracts, and other contracts and agreements relating to the Real Property or the Improvements, but expressly excluding the Commercial Leases and Slip Rental Contracts (collectively, the "Contracts"); provided, however, that the term "Contracts" shall not include any property management or leasing agreements or any agreements that Purchaser duly notifies

Seller are to be terminated pursuant to the terms of Section 6 below, all of which Seller shall terminate as of the Closing Date at Seller's sole cost and expense;

(h) all intangible personal property owned, licensed or otherwise used by Seller in connection with the ownership, use, or operation of the Real Property, the Improvements or the Tangible Personal Property, including, without limitation, (i) to the extent in Seller's possession or control, all guest or customer profiles, contact information (e.g., addresses, phone numbers, facsimile numbers and email addresses), histories, preferences and any other guest or customer information obtained or collected by Seller or its property manager in the ordinary course of business or otherwise relating to such guests' slip rentals or other activities at the Property and maintained and stored at the Property or in the property management system for the Property; (ii) the name "Front Street Shipyard" and any variations thereof and all websites, domain names, email addresses, social media accounts, trade names, fictitious names (e.g., d/b/a's), trademarks, service marks, logos, signage rights, post office boxes, telephone numbers and facsimile numbers, goodwill, Intellectual Property (as hereinafter defined), intangible property rights, and privileges related thereto; (iii) documents, records, manuals, warranties, construction reports, surveys, environmental reports, plans and specifications, and warranties and guaranties used in connection with the operation of the Improvements or the Real Property; and (iv) certificates of occupancy, approvals, permits, or authorizations from governmental agencies affecting or used in connection with the operation of the Improvements and the Real Property (together with the Contracts, collectively, the "Intangible Property");

(i) all of Seller's right, title and interest, as landlord, sublandlord, owner, licensor, or sublicensor, in and to each of the leases, rental agreements, billboard leases, cellular antenna licenses, license agreements, and occupancy agreements affecting any portion of the Real Property or Improvements, including those identified on the rent roll (the "Rent Roll") attached to this Agreement as Schedule 2, as such Rent Roll may be amended or modified from time to time in accordance with the terms of this Agreement (collectively, the "Commercial Leases"), including, without limitation, any unapplied security deposits (whether in the form of cash or letter of credit) held thereunder and any guarantees or other instruments that secure or guarantee the performance of the obligations of each tenant, licensee, or occupant under any such Commercial Lease (each, a "Commercial Tenant"), but expressly excluding the Slip Rental Contracts (as defined below);

(j) all of Seller's right, title and interest, as landlord, sublandlord, owner, licensor, or sublicensor in and to each of the marina slip, dockage, vessel storage and other such marina contracts, leases, rental agreements, license agreements, and occupancy agreements affecting any portion of the Real Property or Improvements, including those identified on the slip rent roll (the "Slip Rent Roll") attached to this Agreement as Schedule 3, as such Slip Rent Roll may be amended or modified from time to time in accordance with the terms of this Agreement (collectively, the "Slip Rental Contracts"), including, without limitation, any unapplied security deposits (whether in the form of cash or letter of credit) held thereunder and any guarantees or other instruments that secure or guarantee the performance of the obligations of each tenant, licensee, or occupant under any such Slip Rental Contract (each, a "Slip User"), but expressly excluding any Commercial Leases; and

(k)

3. Purchase Price. The Purchase Price to be paid by Purchaser to Seller for the Property, subject to the credits, prorations, and adjustments provided for in this Agreement, shall be payable as follows:

(a) The Deposit shall be deposited with Escrow Agent in immediately available funds within [REDACTED]

The Deposit and any other amounts paid by Purchaser on account of the Purchase Price, together with any interest on such amounts, are referred to in this Agreement as the "Earnest Money".

(b) The Earnest Money shall be held by Escrow Agent in accordance with the following:

(i) The Earnest Money shall be held by Escrow Agent in a separate, interest-bearing account with a federally insured commercial bank or other financial institution reasonably acceptable to Seller and Purchaser as security for Purchaser's performance of its obligations under the provisions of this Agreement and shall not be withdrawn from such account unless and until it is to be delivered to Purchaser or Seller pursuant to the provisions of this Agreement. The party receiving the benefit of the Earnest Money shall pay all income taxes on any interest earned, and each party agrees to provide Escrow Agent with an IRS form W-9 upon request in connection therewith.

(ii) Following the expiration of the Due Diligence Period, the Earnest Money shall be non-refundable except as otherwise expressly provided in this Agreement. If either party requests that the Escrow Agent release the Earnest Money to such party, then the Escrow Agent shall notify the other party of such request and if the non-requesting party does not object in writing to the release of the Earnest Money within seven (7) Business Days following the delivery of Escrow Agent's notice, then on the eighth (8th) Business Day following the delivery of Escrow Agent's notice, the Escrow Agent shall release the Earnest Money to the requesting party. If, however, the other party objects within such seven (7) Business Day period to the Escrow Agent releasing the Earnest Money to the requesting party, then the Escrow Agent shall hold the Earnest Money until the parties provide joint written directions for the payment of the Earnest Money or, if appropriate, deposit the Earnest Money with a court of competent jurisdiction.

(iii) Escrow Agent shall not be liable to either Seller or Purchaser in connection with its performance as Escrow Agent under this Agreement, except in the event of its gross negligence or willful disregard of the escrow provisions set forth in this Agreement.

Escrow Agent may rely and act upon any instrument or document reasonably believed by it to be genuine and to be executed or delivered by the proper Person (as defined below). Seller and Purchaser hereby agree to indemnify, defend, and hold Escrow Agent harmless from and against any cost, loss or expense (including reasonable attorneys' fees and disbursements) suffered or incurred by Escrow Agent as a result of it being named in or as a result of it commencing and prosecuting, any litigation or proceeding required or permitted under this Agreement, except to the extent caused by Escrow Agent's gross negligence or willful disregard of the escrow provisions set forth in this Agreement.

(iv) Upon delivery of the Earnest Money to Purchaser, Seller, or a court of competent jurisdiction under and pursuant to the provisions of this subsection, Escrow Agent shall be relieved of all liability, responsibility, or obligation with respect to or arising out of the Earnest Money.

(v) The parties agree to execute such additional and supplementary escrow instructions as may be appropriate to enable Escrow Agent to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control.

(vi) At Closing (as defined below), the Earnest Money shall be applied to the Purchase Price to be paid by Purchaser.

(vii) The provisions of this subsection shall survive any termination of this Agreement and the Closing.

(c) Purchaser will pay the balance of the Purchase Price in immediately available funds to Seller at Closing.

4. Closing.

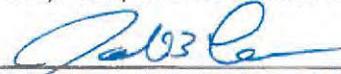
(a) Closing (the "Closing") pursuant to this Agreement shall occur [REDACTED] (the "Closing Date"); provided that if Seller has not timely delivered the completed Integration Schedules (as hereinafter defined) to Purchaser, at Purchaser's option, the Closing Date shall be the date which is [REDACTED]. The Closing shall be effected through the escrow with the Escrow Agent, and Purchaser and Seller shall execute appropriate instructions consistent with this Agreement to implement the closing of such escrow. Purchaser may elect to extend the Closing Date for [REDACTED] of [REDACTED] each by delivering notice to Seller prior to then-scheduled Closing Date and depositing an additional [REDACTED] with the Escrow Agent for each extension option exercised by Purchaser within [REDACTED] following Purchaser's delivery of the applicable extension notice, which amounts shall become part of the Earnest Money and be applicable to the Purchase Price.

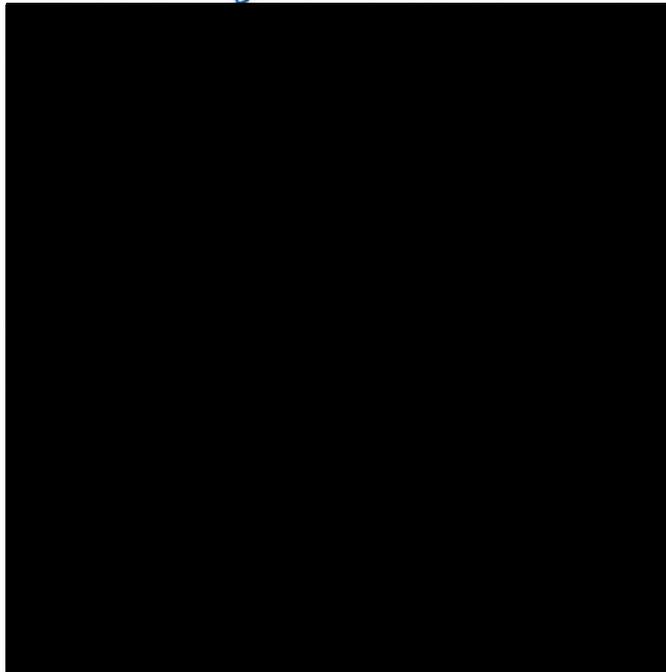
(b) [REDACTED]

IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Agreement of Purchase and Sale as of the Effective Date.

SELLER:

DUBBA, LLC, a Maine limited liability company

By: 
Name: JOHN B. TURNER
Title: Manager



PURCHASER:

SH MARINAS, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Agreement of Purchase and Sale as of the Effective Date.

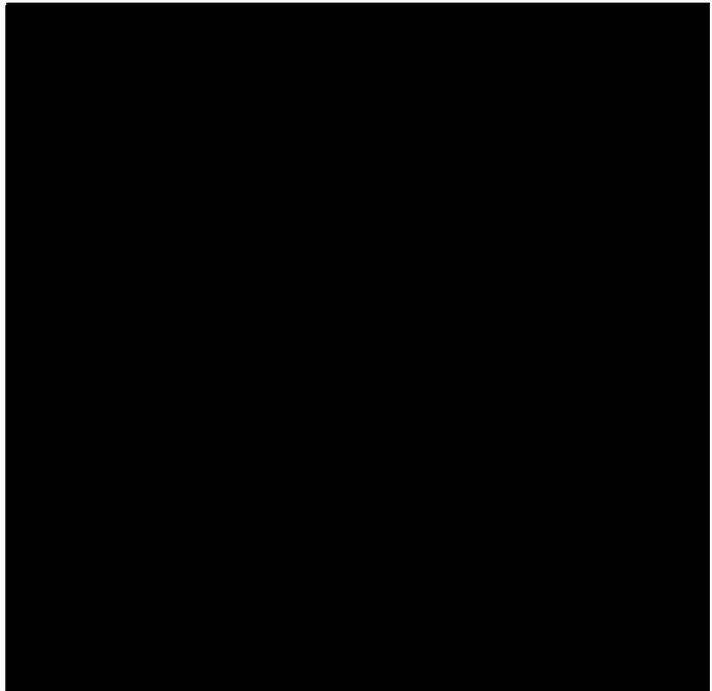
SELLER:

DUBBA, LLC, a Maine limited liability company

By: _____

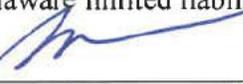
Name: _____

Title: _____



PURCHASER:

SH MARINAS, LLC,
a Delaware limited liability company

By:  _____

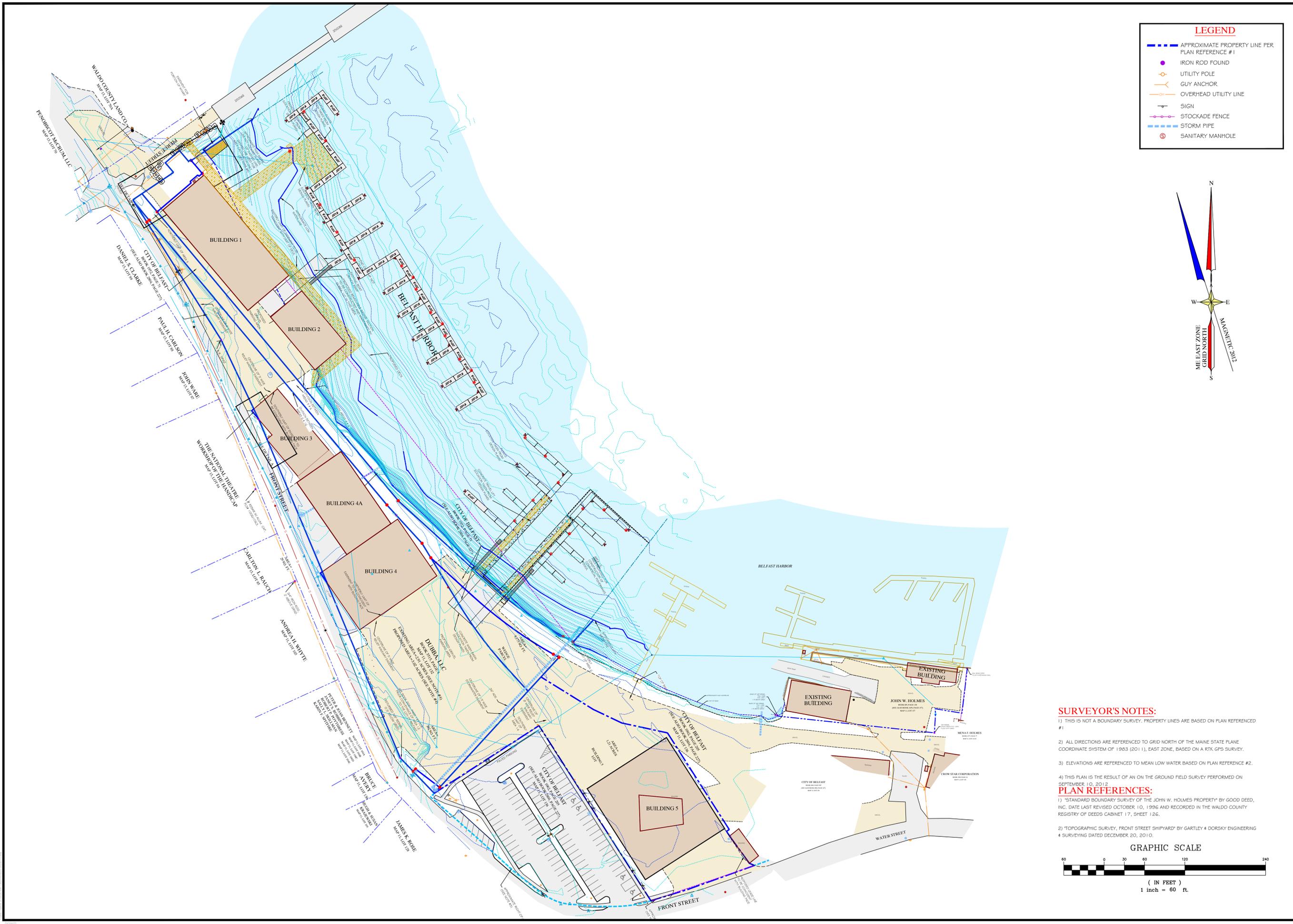
Name: BAXTER UNOSAWAN

Title: CEO

Exhibit A-2

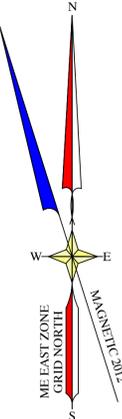
Site Plan of Fee Real Property





LEGEND

- APPROXIMATE PROPERTY LINE PER PLAN REFERENCE #1
- IRON ROD FOUND
- UTILITY POLE
- GUY ANCHOR
- OVERHEAD UTILITY LINE
- SIGN
- STOCKADE FENCE
- STORM PIPE
- SANITARY MANHOLE

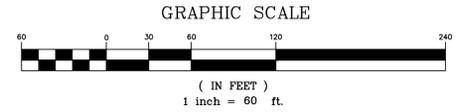


SURVEYOR'S NOTES:

- THIS IS NOT A BOUNDARY SURVEY. PROPERTY LINES ARE BASED ON PLAN REFERENCED #1.
- ALL DIRECTIONS ARE REFERENCED TO GRID NORTH OF THE MAINE STATE PLANE COORDINATE SYSTEM OF 1983 (2011), EAST ZONE, BASED ON AN RTK GPS SURVEY.
- ELEVATIONS ARE REFERENCED TO MEAN LOW WATER BASED ON PLAN REFERENCE #2.
- THIS PLAN IS THE RESULT OF AN ON THE GROUND FIELD SURVEY PERFORMED ON SEPTEMBER 10, 2012.

PLAN REFERENCES:

- "STANDARD BOUNDARY SURVEY OF THE JOHN W. HOLMES PROPERTY" BY GOOD DEED, INC. DATE LAST REVISED OCTOBER 10, 1996 AND RECORDED IN THE WALDO COUNTY REGISTRY OF DEEDS CABINET 17, SHEET 12G.
- "TOPOGRAPHIC SURVEY, FRONT STREET SHIPYARD" BY GARTLEY & DORSKY ENGINEERING 4 SURVEYING DATED DECEMBER 20, 2010.



SHEET TITLE: OVERALL SITEPLAN		DATE: SEPTEMBER 25, 2012	CHECKED BY: AW/JAM	NO.	DATE
CLIENT/PROJECT: FRONTSTREET SHIPYARD	LOCATION: FRONT STREET	COUNTY: WALDO	STATE: MAINE	NO.	DATE
SCALE: 1"=60'		DRAWN BY: AW/JAM			
DATE: SEPTEMBER 25, 2012		CHECKED BY: AW/JAM			
PROJECT NO. 2010-026		DATE: SEPTEMBER 25, 2012			
SV-0		DATE: SEPTEMBER 25, 2012			

Gartley & Dorsky
ENGINEERING & SURVEYING

508 Union Street, P.O. Box 1031, Camden, ME 04843-1031
Ph: (207) 236-4365 Fax: (207) 236-3855 Toll Free: 1-888-282-4365

PROJ. NO. **2010-026**

SV-0



FRONT STREET
SHIPYARD

101 Front Street • Belfast, ME USA
tel: +1 207-930-3740 • vhf: ch 09, 68
email: info@frontstreetshipyard.com
www.FRONTSTREETSHIPYARD.com

Belfast City Council
Belfast Planning Board
City of Belfast
131 Church Street
Belfast, ME 04915

November 18, 2025

RE: Purchase of Front Street Shipyard by Safe Harbor Marine

Dear Belfast City Council and Planning Board Members:

I'm pleased to share important news regarding the pending sale of all Front Street Shipyard (FSS) real property, buildings, improvements, equipment, and inventory to Safe Harbor Marinas. The transaction is scheduled to close in January 2026. For my partners and me, this marks a bittersweet milestone, but we believe the time is right for this transition.

In seeking the right group to take over the business we've carefully built over the past 14 years, we looked for a company with both the financial strength and technical capability to ensure a seamless transition for our customers, employees, and community. The agreement we've arranged is a cash purchase—no commercial bank financing or mortgage—to a well-established business in the marina- and boatyard-management industry.

While there will inevitably be some internal operational changes following the sale, we expect very few public-facing changes. As you know, absolutely nothing will change regarding the public rights of use of the Harbor Walk and cross easements between FSS and the City. This is all reflected in the Comprehensive Master Agreement and related deeds that are filed in the registry. From our perspective, the Harbor Walk has been a positive addition to the City, and the public has been respectful of the FSS property and our customers' vessels.

As for the use of the Harbor, things will look and run largely as they do now. The State of Maine is expected to soon reissue the same Submerged Land leases; the FSS piers, docks and floats have not changed at all in the pending lease approval. We have enjoyed a very productive relationship with the other harbor users, boatyards, and the Harbor Master, and we will continue to be an active, supportive part of the waterfront community.

Most importantly, I will continue working full-time in my current position at Front Street Shipyard for at least the next three years, having agreed to sign a private employment agreement at the sale closing. This structure is both typical for a sale of this kind and essential for my partners and me, as we want the next owner to have key personnel fully prepared to oversee operations when I eventually retire. I'm confident that our dedicated, professional employees will choose to stay on as well. Our customers should expect the same high quality of work, attention, and support that my team and I have always delivered to them.



FRONT STREET SHIPYARD

101 Front Street • Belfast, ME USA
tel: +1 207-930-3740 • vhf: ch 09, 68
email: info@frontstreetshipyard.com
www.FRONTSTREETSHIPYARD.com

Thank you for your support in the transfer of the contract zoning agreement. Please let me know if you have other questions. I will be present at both the Planning Board and Council meetings in November and December 2025.

Best Regards,

JB Turner
President and General Manager
Front Street Shipyard



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

November 18, 2025

**NOTICE TO PROPERTY OWNERS
CITY COUNCIL FIRST READING
TUESDAY DECEMBER 2, 2025**

The Belfast City Council, at its meeting of Tuesday, December 2nd, 2025, beginning at 7:00 pm in the Belfast City Hall Council Chambers, located at 131 Church Street, Belfast, ME 04915, shall conduct a First Reading on an application submitted by Greg Glavin, regional Vice President of Safe Harbor Marinas, on behalf of SHM Front Street, LLC for a proposed transfer of ownership of Front Street Shipyard owned by DUBBA, LLC and Building 6, LLC at 101 Front Street, 65 Front Street and 45 Front Street, Map 11 – Lots 132 , 136, 136A and 136B. The request involves City review pursuant to the Contract Rezoning Process for the Waterfront Mixed Use zoning districts. This property is subject to an approved Contract Rezoning Agreement and subsequent amendments, most recently Amendment #8 in 2014. City Council will review a recommendation from the Belfast Planning Board including proposed language for the Council to consider adopting. The review is being conducted pursuant to Contract Rezoning for the Waterfront Mixed Use zoning districts in Chapter 102 Zoning, Article X Contract Rezoning, Division 2 Waterfront Mixed Use 1 and Waterfront Mixed Use 2 zoning districts and the Waterfront Development Shoreland Zoning District. A Public Hearing will occur at the Second Reading pursuant to the City Ordinance section above.

The Belfast Planning and Codes Department has a copy of the application materials submitted by the applicant and they are available for public inspection in Belfast City Hall during regular business hours, Monday-Thursday 7:00 A.M. – 6:00 P.M. Questions regarding the application should be directed to Bub Fournier, Director of the Planning and Codes Department at 338-3370 x 125 or at directorplanning@cityofbelfast.org

On behalf of the Planning Board,

Bub Fournier, Director of Planning and Codes Department

**BELFAST CITY COUNCIL
DRAFT FINDING OF FACTS AND CONDITIONS OF APPROVAL
SHM FRONT STREET, LLC
CONTRACT REZONING AMENDMENT #9 - CHANGE OF OWNERSHIP
101, 65 and 45 FRONT STREET MAP 11, LOTS 136, 136-A, 136-B and 132**

1. Applicant: SHM Front Street, LLC
14785 Preston Road, Suite 975
Dallas, TX 75254

2. Description of Project:

SHM Front Street, LLC is proposing a change of ownership of the Front Street Shipyard properties located at 101, 65, and 45 Front Street, Map 11 Lots 136, 136-A, 136-B and 132. The existing development is approximately 6 acres in size and located on the Belfast Waterfront with road frontage on Front Street. The development is subject to a Contract Rezoning Agreement between the property owners and the City of Belfast, most recently amended in 2014 with Amendment #8. Amendment #9 consists of proposed property ownership transfer from DUBBA, LLC and Building 6, LLC to SHM Front Street, LLC. There are no substantive changes in approved uses and/or operations for the Shipyard at this time; therefore, this review addresses only the financial and technical capacity of SHM Front Street, LLC.

3. Planning Board Actions:

The Belfast Planning Board, pursuant to requirements of the City Code of Ordinances, Chapter 102, Zoning, Article X, Contract Rezoning, Division 4, Waterfront Mixed Use 1 and Waterfront Mixed Use 2 zoning districts and Waterfront Development shoreland district, was responsible for preparing a Contract Rezoning Agreement for presentation to the City Council as a proposed Contract Rezoning Ordinance amendment. Said Agreement must define specific terms that the Applicant must satisfy, including but not limited to the uses permitted for the site, permitted structures, required site plan improvements, a schedule for the construction of public and private improvements, and a list of all conditions that apply to this application.

The Planning Board, at its meeting on November 19, 2025, determined that the materials for their review were complete for the Board to proceed. The Board acknowledged that Contract Rezoning Amendment #9 for the Shipyard properties is limited to a change in ownership. Thus, the project's uses, structures, site plan improvements, and construction were not within the Board's purview at this time.

The Planning Board, pursuant to requirements of Chapter 102, Zoning, Article X, Contract Rezoning, Division 4, at its meeting of November 19, 2025, adopted Conditions of Approval which it is recommending the Belfast City Council adopt as provisions of Amendment #9. The Planning Board recommends that the Council require the Applicant to satisfy the Conditions of Approval as requirements of Amendment #9 to the adopted Contract Rezoning Agreement. It is

expected that the Applicant must comply with these Conditions to obtain all necessary permits for project development and operation. Planning Board review and approval includes its review and approval of letters from the Applicant to the Planning Board, a summary of the proposed new ownership structure and company, a responsibility matrix for ongoing operational considerations, and a redacted purchase and sale agreement submitted by the Regional Vice President of Safe Harbor Marinas, Greg Glavin.

The Board also noted that the Planning and Codes Department provided notification to abutters within 250 feet of the project and notified the public of the hearing date in the Midcoast Villager.

4. Financial and Technical Ability: The Belfast Planning Board found that SHM Front Street, LLC, a subsidiary of Blackstone, Inc. has the financial and technical ability to comply with all requirements of the Contract Rezoning Agreement including all amendments. The Board found that the company provided information regarding its 138 properties across the US serving more than 39,000 clients, as well as its ability to fund annual operating costs for the project. The Board found that the Contract Rezoning Agreement including all amendments shall require any proposed new owners moving forward to be subject to the same review.

5. Specific Findings: Pursuant to section Sec. 102-1454. Minimum goals that the applicant shall satisfy and that the City shall address in establishing conditions for a contract rezoning request, the Board found that the Applicant proposes a change in ownership only and proposes no changes that invoke any of the standards set forth in Section 102-1454.

6. Planning Board Decision and Recommendation: The Belfast Planning Board found that the Applicant's request for a change in ownership satisfies all requirements of the approved Contract Rezoning Agreement Amendment and all applicable amendments, specifically Amendment #4 approved June 21, 2011, including:

- Condition #2 regarding a change in ownership and the new owner's demonstration that they have the financial and technical ability to successfully operate the approved project.

This finding of the Board is subject to Applicant compliance with all other conditions of approval established by subsequent Contract Rezoning Agreements and all applicable amendments.

The Belfast Planning Board, pursuant to requirements of the City Code of Ordinances, Chapter 102, Zoning, Article X, Contract Rezoning, Division 4, Waterfront Mixed Use 1 and Waterfront Mixed Use 2 zoning districts and Waterfront Development shoreland district, is responsible for preparing a Contract Rezoning Agreement for presentation to the City Council as a proposed Contract Rezoning Amendment. Said Agreement must define specific terms that the Applicant must satisfy, including but not limited to the uses permitted for the site, permitted structures, required site plan improvements, a schedule for the construction of public and private improvements, and a list of all conditions that apply to this application. The Applicant here seeks only a change in ownership and does not request any change to the substance of the Contract Zoning Agreement as last amended.

Based on these findings of fact, the Board recommends the following Amendment #9 to the Contract Zoning Agreement, subject to City Council approval:

**AMENDMENT #9
APPROVING CHANGE IN OWNERSHIP
CONTRACT REZONING AGREEMENT
FRONT STREET SHIPYARD PROJECT
MAP 11, LOT 132**

The Belfast Planning Board and City Council find that SHM Front Street, LLC, a subsidiary of Blackstone, Inc. has the financial and technical ability to comply with all requirements of the Contract Rezoning Agreement including all amendments. The Board finds that the company has provided information regarding its 138 properties across the US serving more than 39,000 clients, as well as its ability to fund annual operating costs for the project.

SHM Front Street, LLC is hereby substituted as the approved Applicant and project owner for all purposes of the Contract Rezoning Agreement and amendments thereto, and subject to all obligations of the project owner (Applicant) as set forth in said Agreement and amendments.

This Amendment incorporates by reference previous Conditions of Approval adopted by the City Council. The terms of this Amendment #9, in conjunction with the terms of Amendment #3 through Amendment #8, shall constitute the terms of the Contract Rezoning Agreement that shall apply to the Front Street Shipyard project. The Applicant must comply with the Agreement and all Amendments and conditions to obtain any subsequent building or occupancy permits for project development or any further amendment to previously approved Site Plans for the Front Street Shipyard prepared by Gartley & Dorsky Engineers.

Any subsequent change in the controlling ownership shall require review and approval by the Planning Board and City Council to ensure that the new owner has the financial and technical ability to successfully operate the approved project. This Condition of Approval, along with Conditions unchanged by this amendment in the Contract Rezoning Agreement, shall be binding on the Applicant and any and all future owners of this property.

7. City Council Action: The Belfast City Council, at its meeting of December 2, 2025, held a First Reading of the above proposed Amendment #9 to the Contract Rezoning Agreement between the City and SHM Front Street LLC for the Front Street Shipyard project.

On (DATE TBD), the City Council held a public hearing and Second Reading of Amendment #9 to the Contract Rezoning Agreement between the City and SHM Front Street LLC for the Front Street Shipyard project. The Council, in adopting Amendment #9 to the Contract Rezoning Agreement, voted to require that the Applicant comply with Conditions of Approval recommended by the Planning Board at its meeting of November 19, 2025. All terms for

Amendment #9, Conditions of Approval as adopted by the City Council are contained in the adopted Amendment #9 to the Contract Rezoning Agreement.

This Amendment incorporates by reference previous Conditions of Approval adopted by the City Council. The terms of this Amendment #9, in conjunction with the terms of Amendment #3 through Amendment #8, shall constitute the terms of the Contract Rezoning Agreement that shall apply to the Front Street Shipyard project. The Applicant must comply with the Agreement and all Amendments and conditions to obtain any subsequent building or occupancy permits for project development or any further amendment to previously approved Site Plans for the Front Street Shipyard prepared by Gartley & Dorsky Engineers.

**AMENDMENT # 8
ATTACHMENT A
ADOPTED CONDITIONS of APPROVAL
CONTRACT REZONING AGREEMENT**

**RECOMMENDED by BELFAST PLANNING BOARD
to BELFAST CITY COUNCIL
ADOPTED by PLANNING BOARD ON SEPTMBER 11, 2013
and as REVISED by CITY COUNCIL on JANUARY ---, 2014**

**DUBBA, LLC (APPLICANT)
FRONT STREET SHIPYARD PROJECT
MAP 11, LOT 132**

**CITY COUNCIL ACTION REGARDING CONDITIONS OF APPROVAL,
ATTACHMENT A, RECOMMENDED BY BELFAST PLANNING BOARD.**

The Belfast City Council, at its meeting of ^{7th} ~~January ---~~, 2014, voted to approve Amendment #8 to the Contract Rezoning Agreement between the City and DUBBA, LLC to allow DUBBA, LLC to construct the Front Street Shipyard project. The Council, in adopting this Agreement, voted to require that the Applicant comply with Conditions of Approval recommended by the Belfast Planning Board, Attachment A, as such were adopted by the Planning Board at its meeting of September 11, 2013, and as such were reviewed, amended and approved by the City Council at its meeting of ~~January ----~~, 2014. The following Attachment A, Conditions of Approval, recommended by the Planning Board, as such were adopted by the Council, are identified in Section 7.a) of the Council's Contract Rezoning Agreement as requirements of the adopted Agreement.

**SYNOPSIS of CITY ACTION on CONTRACT REZONING AGREEMENT
& AMENDMENTS 3, 4, 5, 6 and 7 for the SHIPYARD PROJECT.**

The Belfast City Council, at its meeting of March 1, 2011, approved terms of Amendment #3 to the Contract Rezoning Agreement that is in effect for a property the City identifies as Map 11, Lot 132. Amendment #3 to the Contract Rezoning Agreement was issued to DUBBA, LLC, doing business as Front Street Shipyard. Amendment #3 revised certain terms of the Contract Rezoning Agreement entered in September 2005 between the City and Belfast Bridge, LLC, as such Agreement was amended (Amendment #2) on May 20, 2008. Further, Amendment #3 stipulated work and improvements DUBBA, LLC would perform to comply with terms of a Memorandum of Agreement dated January 11, 2011, between DUBBA, LLC and the City regarding DUBBA, LLC's purchase of the property, and their intent to establish the Front Street Shipyard. Amendment #3 identified DUBBA, LLC's initial plans to construct project improvements, to reuse existing structures and grounds, and to establish uses on the site. Most

approved work focused on marine improvements, and the Harbor Committee and Planning Board reviewed and offered recommendations regarding said improvements.

The Belfast City Council, at its meeting of June 20, 2011, approved terms of Amendment #4 to the Contract Rezoning Agreement. Approval of Amendment #4 occurred pursuant to requirements of the contract rezoning process stipulated in the City Code of Ordinances, Chapter 102, Zoning. The Belfast Planning Board reviewed the project proposal and considered recommendations offered by the Comprehensive Planning Committee, Harbor Committee and Intown Design Review Committee. The Planning Board, at its meeting of June 8, 2011, offered its recommendation to the City Council, and the Council subsequently approved these recommendations on June 20. Amendment #4 mostly addressed on-shore improvements the Applicant proposed, and it also included a limited number of marine improvements. Amendment #4 included Conditions of Approval Recommended by the Harbor Committee, Attachment B, and Conditions of Approval Recommended by the Planning Board, Attachment A. Amendment #4 also voided most terms of the original contract rezoning agreement (with Belfast Bridge, LLC) and the terms of Amendment #2 to said contract rezoning agreement

The Belfast City Council, at its meeting of December 20, 2011, approved terms of Amendment #5 to the Contract Rezoning Agreement. Approval of Amendment #5 occurred pursuant to requirements of the contract rezoning process stipulated in the City Code of Ordinances, Chapter 102, Zoning. The Belfast Harbor Committee and Planning Board reviewed the project proposal and offered recommendations. Amendment #5 involved the construction of marine improvements, mostly as series of marine floats, in the area located to the south of the Armistice Bridge and to the north of the northwesterly pier of the marine travel-lift pier located on the Shipyard property. The Harbor Committee and Planning Board specifically noted that Condition 2 of Amendment #3 to the Contract Rezoning Agreement allowed the Applicant to make temporary use of these marine waters to support Shipyard operations, and that the Shipyard, per Condition #2 of Amendment #3, was required to submit a specific plan for the long-term use of said waters by June 30, 2012. The marine improvements identified in Amendment #5 constitute a long-term plan for the use of these waters.

The Belfast City Council, at its meeting of March 6, 2012, approved terms of Amendment #6 to the Contract Rezoning Agreement. Approval of Amendment #6 occurred pursuant to requirements of the contract rezoning process stipulated in the City Code of Ordinances, Chapter 102, Zoning. Amendment #6 granted the Applicant the authority to expand the size of Building #1. The Intown Design Review Committee and subsequently the Planning Board reviewed the project proposal and offered recommendations to the City Council. Planning Board recommendations are identified in Attachment A.

The Belfast City Council, at its meeting of February 5, 2013, approved terms of Amendment #7 to the Contract Rezoning Agreement. Approval of Amendment #7 occurred pursuant to requirements of the contract rezoning process stipulated in the City Code of Ordinances, Chapter 102, Zoning. The Belfast Harbor Committee and Planning Board reviewed the project proposal and offered recommendations. Amendment #7 involved the construction of marine improvements associated with the operation of a new 480 ton marine travel-lift. The main improvements permitted included: construction of two new piers for the new travel lift, both of

which are located southerly of the existing piers; reconfiguring the lay-out of the floats located southerly of the travel-lift pier, the area between the travel-lift pier and Thompson Wharf; expanding the size of the on-shore marine wash basin to support the operation of the new travel-lift; and reconfiguring the shape and size of the turning radius in the inner harbor to support operation of the travel-lift. The Applicant also obtained approval to reconfigure the layout of several floats located adjacent to the dock on the Shipyard property located immediately to the south of the Armistice Bridge.

Also, as noted in Amendment #4, all future amendments to this contract will specifically refer to DUBBA, LLC as project owner and applicant, and the name of the project hereafter will be known as Front Street Shipyard.

PURPOSE OF AMENDMENT #8.

DUBBA, LLC, in late April 2013, submitted proposed Amendment #8 to the adopted Contract Rezoning Agreement between DUBBA, LLC and the City for the Front Street Shipyard project, and in August 2013 submitted its application for review by the Planning Board. Amendment #8 mostly identifies the Shipyard's proposal to construct Building #6 on the City owned Front Street parking lot which is located on part of Map 11, Lot 136. Building #6 is particularly intended to serve vessels hauled by the new 480 ton marine travel-lift (reference Amendment #7). Building #6 is about 25,800 square feet in size and about 69 feet in height. A key provision of Amendment #8 considered by the Planning Board and City Council is the Shipyard's revised approach to providing parking for employees and customers. The Shipyard estimates they likely will employ about 150 persons post the construction of Building #6.

PLANNING BOARD DECISION & RECOMMENDATIONS

The Belfast Planning Board, pursuant to requirements of the City Code of Ordinances, Chapter 102, Zoning, Article X, Contract Rezoning, Division 4, Waterfront Mixed Use zoning district and Waterfront Development shoreland district, is responsible for preparing a Contract Rezoning Agreement for presentation to the City Council as a proposed Contract Rezoning Ordinance amendment. Said Agreement must define specific terms that the Applicant must satisfy, including but not limited to the uses permitted for the site, permitted structures, required site plan improvements, a schedule for the construction of public and private improvements, and a list of all conditions that apply to this application.

The Planning Board, per requirements of the Chapter 102, Zoning, Article 10, Contract Rezoning, Division 4, at its meeting of September 11, 2013, adopted Conditions of Approval that it is recommending the Belfast City Council adopt as provisions of Amendment #8; reference this Attachment A. The Planning Board recommends that the Council require DUBBA, LLC (hereafter Applicant) to satisfy the following Conditions of Approval as requirements of Amendment #6 to the adopted Contract Rezoning Agreement. It is expected that the Applicant must comply with these Conditions to obtain all building permits and subsequent occupancy permits for project development. Planning Board review and approval includes its review and approval of a site plan and a parking plan for Amendment #8 for the Front Street Shipyard prepared by Gartley & Dorsky Engineers.

The Planning Board, in recommending its approval of Amendment #8, endorses Conditions of Approval recommended by the Intown Design Review Committee; reference Condition # 6 of this Attachment A. The Intown Design Review Committee, at its meeting of May 9, 2013 voted unanimously to recommend approval of the proposed building design, including a building height of 69 feet. The Planning Board also acknowledged that the City of Belfast Zoning Board of Appeals, at its meeting of April 23, 2013, voted unanimously to grant the Applicant a variance from certain requirements of Chapter 78, Floods, associated with the construction of Building #6; reference Condition of Approval #5. The terms of Amendment #8, in conjunction with the terms of Amendment #3, Amendment #4 Amendment #5, Amendment #6 and Amendment #7, shall constitute the terms of the Contract Rezoning Agreement that shall apply to the Front Street Shipyard project.

PLANNING BOARD CONDITIONS OF APPROVAL

The specific Conditions of Approval that the Planning Board recommends that the City Council adopt as requirements of Amendment #8 to this Contract Rezoning Agreement are stipulated in (Attachment A) Conditions 1 – 28, below. These amended Conditions of Approval identify revisions to the Attachment A, Conditions of Approval adopted by the Council for Amendments #3, #4, #5, #6 and #7 as appropriate, and amendments to the Conditions recommended by the Planning Board that the City Council chose to adopt. The City Council stipulated that the Applicant must comply with the following Conditions of Approval.

1 CITY PERMIT APPROVAL

The Belfast Planning Board, after consideration of recommendations offered by the Belfast Intown Design Review Committee, at its meeting of May 9, 2013, and the Chapter 78, Floods, variance granted by the Belfast Zoning Board of Appeals at its meeting of April 23, 2013, granted approval of the terms and Conditions of Approval it is recommending to the City Council for Amendment #8 to the adopted Contract Rezoning Agreement to allow DUBBA, LLC, (hereinafter Applicant) to construct the Front Street Shipyard project. **Further, the City Council, at its meeting of January 7, 2014, chose to adopt revisions to the Amendment #7, Attachment B, Conditions of Approval Recommended by the Harbor Committee, and make said revisions to Attachment B, part of the adopted terms of Amendment #8 to the Contract Rezoning Agreement.** Planning Board review and approval of this project included its review and approval of the Site Plan, reference Plan sheets C-O, C-2 and C-3, and the Parking Plan, reference Plan sheet PK-1, prepared by Gartley & Dorsky Engineers, and the Building Elevation Drawings for Building #6 prepared by John Hanson, Architect.

The terms of Amendment #8, in conjunction with the terms of Amendment #3, Amendment #4, Amendment #5, Amendment #6 and Amendment #7 shall constitute the terms of the Contract Rezoning Agreement that shall apply to the Front Street Shipyard.

The Board considered the project proposed by DUBBA, LLC and Amendment #8 to the adopted Contract Rezoning Agreement pursuant to Sections 102-1450 through 1456 of the City Code of Ordinances that apply to both the Waterfront Mixed Use zoning district and the Waterfront

Development shoreland district. The recommended terms and conditions established through Amendment #8 regulate the uses the Applicant can conduct and the development and improvements the Applicant must construct on property identified as Map 11, Lot 132, the former Stinson Seafoods property located on Front Street, and on certain City owned lands located adjacent to the project site which the City is granting the Applicant certain rights to use. Amendment #8 specifically involves the Applicant's use of the City owned Front Street parking lot for the construction of Building #6; said parking lot being part of Map 11, Lot 136.

Any proposal to amend the terms of this Contract Rezoning Agreement, as such was approved through Amendment #8, shall require City review and approval through the applicable steps of the City contract rezoning process. Notwithstanding this provision, the Planning Board, as stipulated in several of the respective conditions in Attachment A, is recommending that the final location and construction standard of certain activities and improvements be determined by identified City Departments and governmental bodies working in concert with the Applicant.

2. **CHANGE IN APPLICANT.** No change to terms identified in Amendment #4.
3. **NON-CITY (OTHER) PERMITS.** No change to terms identified in Amendment #4.
4. **USE OF BUILDINGS & CONSTRUCTION SCHEDULE**

Amendment #8 affects the terms of Condition #4 that were adopted for the use and construction of Building #2, and specifically establishes terms that apply to the construction of a new building, Building #6. Amendment #8 also modifies certain terms that apply to the use of temporary buildings and containers. The terms identified in Amendment #4 for the use and construction of Building #3, Building #4, Building #4A, Building #5, and the terms identified in Amendment #6 for the use and construction of Building #1, are not affected by the terms of Amendment #6.

The buildings identified on the site plan shall only be used for the uses identified in this Condition, and the construction of the respective buildings shall be completed by the respective dates identified in this Condition. The Applicant shall work with the City Code Enforcement Officer and appropriate other authorities to ensure that the buildings that are constructed comply with local, state and federal guidelines that may apply to the use and construction of the respective buildings. Any change in these uses, or the identified construction schedule shall require review by the Planning Board and City Council as an amendment to the Contract Rezoning Agreement.

The following terms for Building #2 shall replace the terms identified in Amendment #4 for the construction and use of Building #2.

Building # 2. The Applicant, in June 2011, as permitted by the Intown Design Review Committee and Planning Board, demolished former Building #2, a wooden structure constructed on a pier, that was part of the former Stinson Seafoods operation. The City, as part of Amendment #4, granted the Applicant the authority to construct a replacement structure, provided the Applicant submitted a plan and building design for the replacement structure by

October 1, 2014, and provided the Applicant completed construction of the replacement structure by October 1, 2015. The City, through terms of Amendment #8, modifies and extends the above date to October 1, 2017 for the Applicant to submit a plan and design for the replacement structure, and modifies and extends the above date to October 1, 2018 for the construction of a replacement structure. Said building design plans shall require the review and approval of the Intown Design Review Committee, Planning Board and City Council as an amendment to this Agreement. Further, the Applicant shall demonstrate how the new Building shall comply with requirements of Chapter 78, Floods. Any request to extend the time periods stipulated above shall require review as an amendment to this Agreement.

Notwithstanding the time allowed for reconstruction of Building #2, the Applicant, by April 1, 2013, shall complete the reconstruction of the existing pile supported pier on which Building #2 is located, including the area that will be used for the Harbor Walk. This requirement does not include construction of the expanded dock located adjacent to this pier that was approved by the Harbor Committee in Amendment #4. There is no specific timetable in which the Applicant must construct this improvement.

The Applicant may use Building #2 for uses directly related to its operation of a boat storage, boat repair, boat refitting and boat building facility. That said, any proposal to use this Building for a residential use, including short-term living quarters, or for uses not directly related to its marine operations, shall require the review and approval of the City as an amendment to this Agreement.

Building #6 is a new building proposed as part of Amendment #8, and the following terms and conditions shall apply to the use and construction of Building #6.

Building #6. Building #6 is a new building that is about 25,800 square feet in size, and it is about 69 feet in height. The height of Building #6 exceeds the standard building height of 35 feet that applies to the Waterfront Mixed Use zoning district and Waterfront Development shoreland district, however the increased height was specifically permitted by both the Intown Design Review Committee and the Planning Board through the flexible height standard that may apply to a Contract Rezoning Agreement. Building #6 will be located on property currently owned by the City of Belfast; a portion of the City Front Street parking lot which is located on a part of Map 11, Lot 136. The City Council, in May 22, 2013, entered an option to lease agreement with DUBBA, LLC for said property. The Applicant must satisfy terms of the above lease agreement prior to the start of any construction of Building #6.

The Applicant may use Building #6 for any use specifically associated with its operation of a boat repair, boat storage, boat refitting and boat building facility, including ancillary industrial uses, such as but not limited to those performed by Kenway Corporation.

The Applicant intends to construct Building #6 in two phases. Phase 1 construction includes the main portion of the building that is about 21,979 square feet in size; about 160 feet by 140 feet. The Applicant shall complete Phase 1 construction by June 30, 2015. Phase 2 construction involves construction of a wing that is about 4,800 square feet in size; about 60 feet by 80 feet. There is no specific time period proposed by the Applicant for the construction of the Phase 2

extension to Building #6, however, if construction is not completed prior to June 30, 2025, the Applicant must re-obtain approval from the Planning Board and City Council to construct said addition or to extend the time period regarding its construction.

The construction of Building #6 is to occur on the City owned Front Street parking lot. The Applicant may not make or construct any alterations to the existing City owned parking lot until the City issues a building permit for Building #6. Also, the City's use and control of said parking lot shall remain until such time as the City issues a building permit for Building #6. Further, the City, shall have the authority to remove any and all lighting and landscaping located within the bounds of the parking lot at any time it may choose until a building permit is issued for the construction of Building #6. The Applicant shall ensure that all construction activities associated with the removal and disposal of the asphalt, base materials and other materials and any contaminated soils found in the parking lot comply with requirements of the Department of Environmental Protection and Environmental Protection Agency permits issued pursuant to the Voluntary Response Action Program permit for this property and facility; reference Phase II Assessment Report prepared by Ransom Consultants.

The Planning Board, in recommending that the City allow the construction of Building #6, acknowledged that the Belfast Zoning Board of Appeals, at its meeting of April 23, 2013, granted a variance from certain requirements of the City Code of Ordinances, Chapter 78, Floods, regarding the construction of Building #6. The Applicant shall comply with all requirements imposed by this variance; reference Condition of Approval #5.

The following terms and conditions for Permanent Out-Buildings, Temporary Construction Buildings and Other Temporary Buildings shall replace the terms for said buildings that are identified in Amendment #4.

Permanent Out-Buildings. The approved site plan associated with Amendment #8 identifies the location of three out-buildings which the Applicant may construct and use permanently. These include the following: a building that will be used for wood storage that is located near Building #3 near the Harbor Walk; a small building that will be used for employees that manage dock-side operations, which is located near Building #4 near the Harbor Walk; and a building that originally served as the Shipyard's temporary office that is located near the location of Building #2. Any proposal to establish any additional permanent out-buildings on the site shall require the review and approval of the City Code Enforcement Officer if the building is 100 square feet or less in size, and shall require the review and approval of the Planning Board and the City Council for any outbuilding that is greater than 100 square feet in size.

Temporary Construction Buildings. The Applicant shall have the authority to establish one or more temporary outbuildings on the site associated with the construction of Building #6. Any temporary construction building that may be established shall be removed from the site within 3 months of the completion of construction of Building #6, unless the Applicant obtains the authority of the Planning Board and City Council to keep said building on the site. The Applicant shall ensure that all needed utility services are properly provided to these temporary buildings and shall obtain a permit from the Code Enforcement Officer for the placement of said buildings on the property.

Other Temporary Buildings. The City recognizes that boat owners may wish to temporarily store a trailer van on the site to help store equipment associated with their vessel. The Applicant may allow such storage for a maximum period of 1 year. Further, the Applicant shall ensure that the location of the storage trailers do not interfere with use of the Harbor Walk, Front Street or adversely affect the overall appearance or functional use of the storage yard and facility.

In addition, the City recognizes that the Applicant from time to time may want to construct a temporary enclosure around a vessel to facilitate work on said vessel. Such temporary enclosures are permitted.

Any other request to locate a temporary structure on the site shall require the Applicant to request approval from the Belfast City Council. The Council can consider and act to approve, deny or modify the request, provided the Council conducts a public hearing for which a minimum of 10 days notice has been provided and provided the Council notifies the Chair of the Planning Board of the pending request and provide an opportunity for the Board to comment on said request.

5. FLOOD VARIANCE – BUILDING #4A, #5 and #6.

The Belfast Zoning Board of Appeals, at its meeting of June 16, 2011, granted the Applicant a Variance pursuant to City Code of Ordinances, Chapter 78, Floods, Section 78-38, from certain flood construction requirements for the construction of Building #4A and Building #5. The Zoning Board of Appeals issued a variance for each of the respective buildings. Said variance shall be considered as a condition of this Contract Rezoning Agreement and is included as part of Attachment A. Further, these variances, as required by Chapter 78, shall be recorded in the Waldo County Registry of Deeds. The Applicant shall be responsible for compliance with requirements of said variances in the construction of Building #4A and #5, and shall demonstrate to the satisfaction of the City Code Enforcement Officer that the construction of the respective buildings satisfies both other requirements of Chapter 78, Floods, and the respective requirements of the City Building Code for construction within the floodplain.

The following provision is a new provision related specifically to the construction of Building #6.

The Belfast Zoning Board of Appeals, at its meeting of April 23, 2013, granted the Applicant a Variance pursuant to City Code of Ordinances, Chapter 78, Floods, Section 78-38, from certain flood construction requirements for the construction of Building #6. Said variance shall be considered as a condition of this Contract Rezoning Agreement and is included as part of Attachment A. Further, this variance, as required by Chapter 78, shall be recorded in the Waldo County Registry of Deeds. The Applicant shall be responsible for compliance with requirements of said variances in the construction of Building #6, and shall demonstrate to the satisfaction of the City Code Enforcement Officer that the construction of Building #6 satisfies other requirements of Chapter 78, Floods (those for which a variance was not granted), and the respective requirements of the City Building Code for construction within the floodplain.

6. BUILDING DESIGN

Buildings #1, #2, #3, #4A, #4 and #5. No change to the requirements identified in Amendment #4 for Buildings #2, #3, #4A, #4 and #5, and no change to the requirements identified in Amendment #6 for Building #1.

The following language is new language that applies specifically to the construction of Building #6, and was adopted specifically for Amendment #8.

The Applicant, through Amendment #8, is proposing to construct Building #6. Pursuant to requirements of Amendment #8, the design and construction of Building #8 shall comply with elevation drawings A.4.1 (North and East Elevations) and A.4.2 (West and South Elevations) dated May 9, 2013, as revised on May 10, 2013, prepared by John Hansen, Architect, a copy of which shall be recorded in the Waldo County Registry of Deeds. Said elevation drawings were reviewed and approved by the Belfast Intown Design Review Committee at its meeting of May 9, 2013, and the Belfast Planning Board, at its meeting of September 11, 2013, approved the recommendations of the Intown Design Review Committee. The Design Review Committee and Planning Board both recommended allowing Building #6 to be a maximum of 69 - 70 feet in height, and to exceed the height limit standard of 35 feet that typically applies to structures in this zoning district. Any proposed change in the materials, design or height of Building #6 shall require the review and approval of the Intown Design Review Committee, the Planning Board, and the City Council as an amendment to this Contract Rezoning Agreement.

7. **SEWER.** No change to terms identified in Amendment #4, subject to the provision that Building #6 shall be connected to the public sewer prior to the issuance of an Occupancy Permit for Building #6.

8. **WATER SERVICE.** No change to terms identified in Amendment #4, subject to the provision that Building #6 shall be connected to the public water supply and to the satisfaction of the Belfast Water District prior to the issuance of an Occupancy Permit for Building #6.

9. **UTILITY SERVICE.**

No change to the requirements of Amendments #4 and #6, subject to the provision that utilities shall be extended and provided to Building #6 prior to the issuance of an Occupancy Permit for Building #6.

The Applicant currently proposes the use of overhead utilities to serve Building #6, however, the Applicant shall alternately have the opportunity to install underground utilities to Building #6, subject to the review and approval of the Code Enforcement Officer, the Department of Public Works, and all utility companies. The Applicant shall obtain the required road opening permit from the Department of Public Works and provide the accompanying performance guarantee that may be required for any work involved with the provision of utility services that may occur within an existing City street.

10. SOLID WASTE DISPOSAL & LITTER. The terms of Condition #10 identified in Amendment #4 were specifically amended by the Belfast Planning Board for this property. These following terms shall replace all previously identified terms for this Condition and shall apply to all buildings and all solid waste functions performed by the Applicant on the property.

The Applicant may install the number of dumpsters needed on the site and in locations identified by the Applicant to assist in the collection and disposal of solid wastes and recyclable materials. Dumpsters and other solid waste and recycling containers may be located within an enclosed building or in an outside location on the site; no specific screening is required for any solid waste or recycling container located outside a building. That said, the locations of solid waste and recycling containers shall not cause a nuisance situation with public use of the Harbor Walk or Front Street, or any abutting property owner.

The Applicant shall ensure that all wastes are routinely collected and disposed of in a sanitary manner so that offensive odors are controlled, and so that waste and litter does not become a public nuisance. The Applicant shall ensure that the site is free of litter, and shall regularly remove litter from the site to comply with this requirement.

11. HAZARDOUS WASTE. No change to terms identified in the first three of four paragraphs identified for Condition 11 in Amendment #4. Paragraph #4 of Condition 11 is amended to read as follows:

The Applicant and the City are aware that there are hazardous wastes on portions of this site, on the City property on which Building #5 was constructed, and on the City Parking Lot on which Building #6 is to be constructed. Any and all project construction in such areas must comply with all applicable state and federal requirements. With respect to the construction of Building #6, all construction activities shall comply with terms of the Phase 2 Assessment for this property that was prepared in 2013 by Ransom Consulting, and the Voluntary Response Action Program (VRAP) permit granted by the Department of Environmental Protection in 2013 for the Parking Lot property. The Applicant shall provide evidence to the Code Enforcement Officer that any and all contaminated soils excavated or disturbed in the construction of Building #6 were properly handled and disposed of in accordance with VRAP requirements.

12. STORMWATER MANAGEMENT. The current language in Amendment #4 shall remain in effect, and the following language shall be added to this Condition.

The Applicant, in managing the use of the storage yard and its respective buildings, shall ensure that stormwater is effectively managed to avoid adversely impacting the public's use of the Belfast Harbor Walk. Further, the Applicant shall cooperatively work with the City in managing stormwater generated on their property when the City reconstructs Front Street.

13. EROSION AND SEDIMENTATION CONTROL. No change to terms identified in Amendment #4.

14. PARKING.

The following language shall replace terms identified for Condition 14, Parking, in both Amendment #4 and Amendment #6, and shall apply to all operations of the Applicant.

The Site Plan approved as part of Amendment #8 included a Parking Layout plan for the Shipyard project; reference Plan Sheet PK-1 prepared by Gartley & Dorsky Engineers, dated June 27, 2013. This parking plan identifies a total of 166 parking spaces, both on-site and off-site parking, located in the following four areas:

- a) The functional equivalent of 102 gravel spaces on the Front Street Shipyard property, including land leased or purchased from the City for Building #5 and Building #6 (City owned parking lot, part of Map 11, Lot 136). The City recognizes that none of this parking is specifically striped or marked **by signage** (except the handicap spaces) and that most parking areas and the manner in which vehicles are parked do not comply with typical City standards (Chapter 98, Technical Standards) for parking. It is critical that the Applicant effectively manage said parking on their property so that no parked vehicles interfere with the public's and vehicular use of Front Street, **public use of the Harbor Walk** and so that the City Dept of Public Works can effectively maintain Front Street, particularly snow maintenance.
- b) The functional equivalent of 19 gravel spaces located on the Belfast Boatyard property, Map 11, Lot 137. The Applicant owns most improvements on the Belfast Boatyard property, and the Applicant leases the land from John Holmes. The City recognizes that none of this parking is specifically striped or marked **by signage** (except the handicap spaces) and that most parking areas and the manner in which vehicles are parked do not comply with typical City standards (Chapter 98, Technical Standards) for parking.
- c) The equivalent of 30 off-site gravel spaces located along River Avenue on property owned by Penobscot McCrum, Map 13, Lot 70. Applicant use of this parking area is pursuant to a lease agreement between the Applicant and the property owner. Prior to the issuance of a Building Permit, the Applicant shall provide the City Code Enforcement Officer evidence that it has secured the use of said parking by a lease agreement and shall provide the City a copy of the executed lease. Applicant use of this parking area does not require the Applicant to make any improvements to the parking area.
- d) The equivalent of 15 off-site gravel spaces located on property owned by Penobscot McCrum, the cold storage facility located on Map 11, Lot 158. Applicant use of this parking area is pursuant to a lease agreement between the Applicant and the property owner. Prior to the issuance of a Building Permit, the Applicant shall provide the City Code Enforcement Officer evidence that it has secured the use of said parking by a lease agreement and shall provide the City a copy of the executed lease. The Applicant, however, is not required to construct the 15 off-site parking improvements identified on Plan Sheet PK-1 for this area until the Applicant has more than 130 employees. The Applicant shall be responsible for informing the City Code Enforcement Officer of when they have 130 or more employees, and shall complete construction of this parking area within 3 months of said date. The Applicant may construct the parking

spaces using either a gravel or an asphalt surface, and shall ensure that all stormwater generated from this parking area is effectively managed.

The Applicant shall manage the areas in which employees and visitors park in accordance with the above identified parking plan. The City specifically recognizes that the approved parking layout plan is not a 'traditional' parking plan, and that this is an active boatyard/shipyard. The City recognizes that the Applicant will use the available areas on the site and their off-site parking lots to provide parking for employees and visitors, and that the location of parking on the site may shift from time to time based on factors such as but not limited to the number and size of boats being serviced or stored and the time of year. The Applicant shall maintain all parking areas in good condition and shall ensure that snow is regularly removed from their on-site parking areas, and if needed, from their property.

The Parking Layout Plan identifies the location of handicap accessible parking spaces. The Applicant must provide a minimum of 6 handicap spaces. The location of said spaces shall always be maintained and shall be identified by appropriate signage.

The City requires that the Applicant use reasonable measures to ensure all employees and most visitors park in the designated parking areas. The City, however, recognizes that visitors, from time to time, may park in City/public parking spaces for short durations, particularly those on Front Street. Further, until such time as the Applicant initiates construction of Building #6, employees and visitors of the Shipyard may use the City owned Front Street parking lot for parking. The City requests that the Shipyard manage the numbers of employees who park in the Front Street parking lot so that there are a minimum of 15 spaces available for public use at all times. Employees of the Shipyard are specifically prohibited from parking **in the following areas while they are at work at the Shipyard:** the parking lot the City has constructed adjacent to the Armistice Bridge, the temporary gravel parking area the City has established on the so called Maskers Theater property, **and the Washington Street parking lot; all of which parking areas are intended for use by the general public. Said prohibition, however, does not apply to Shipyard employees who, like any member of the general public, may park in any of the above areas or other public parking while they are at lunch, running errands or similar short-term activities that they may participate during a routine work day. (NOTE to COUNCIL - This is the revised language that you approved in November for this Condition.)**

Gravel Parking area

At no time shall any employee or visitor of the Shipyard park in such a manner as to interfere with the public's use of Front Street or the Harbor Walk.

The City, in approving this parking plan, determined that the amount of parking shown should be adequate to provide parking for about 150 - 155 employees, and space for about 10 customers at any one time. At the time of application (August 2013), the Shipyard had about 112 employees, and anticipates employing about 40 more employees after the construction of Building #6. The City and Applicant, recognizing that this is a nontraditional parking plan and that the amount of parking the Applicant requires is very dependent on the number of persons they employ, establishes the following monitoring system to assist the City in determining if the Applicant has adequate parking for its employees and customers.

The Applicant shall be required on or about July 1 of each year to provide the City Code Enforcement Officer information regarding the number of full-time, part-time and contractual employees in the employ of the Shipyard. This information shall be provided to the Planning Board and City Council for their review and direction. The Planning Board and City Council shall have the authority to review the adequacy of the Shipyard's approach to provide adequate and workable parking. The Planning Board shall issue a recommendation to the Council and the Council shall determine if the Applicant is required to construct any improvements and/or implement any changes regarding how to manage parking to address identified issues or deficiencies, including but not limited to the Applicant providing more on-site or off-site parking. Further, although this Condition requires an annual review, if the Shipyard at any time exceeds 160 employees prior to the annual review date, it shall report such to the City and identify how they propose to provide additional parking.

The Applicant and the City also recognize that the identified off-site parking on the two properties owned by Penobscot McCrum is subject to terms of a lease agreement between the two parties, and that the lease could be revoked. The Applicant shall provide the City Code Enforcement Officer a minimum of 30 days written notice of any change in the amount of parking available to the Shipyard through either lease and measures the Applicant proposes to implement to address the loss of either or both parking areas. The Planning Board and City Council must review and approve any change in how parking will be provided in lieu of the spaces available through either or both of the above leases.

15. CONSTRUCTION OF STORAGE YARD & YARD MAINTENANCE. All terms of identified in Amendment #4 remain in effect. The following language is added to this provision. The Applicant, in maintaining its storage yard, shall ensure that stormwater and snow storage does not adversely affect the public's use of the Harbor Walk or the City's ability to maintain such for year-round use.

16. FRONT STREET & FRONT STREET – PIERCE STREET INTERSECTION (Off-site Improvements). All terms identified in Amendment #4 remain in effect. The following language is added to this provision.

The Applicant recognizes that the City is actively pursuing making significant improvements to Front Street, including but not limited to the following: the reconstruction and realignment of Front Street, the installation of a new public sewer improvements, the installation of new public water service improvements, the installation of underground storm sewer improvements, the construction of new on-street parking, the construction of pedestrian amenities, installing underground electric service under the street to area businesses, and new lighting. Many of these improvements are specifically proposed to benefit the Applicant, including constructing portions of Front Street to support a travel load of 200 tons. The Applicant has worked cooperatively with the City to pursue said improvements and the City requests on-going cooperation from the Applicant during the project planning, design and construction process.

17. **MARINE/WATERFRONT CONSTRUCTION.** No change to specific construction to be performed by the Applicant as identified in the terms identified in Amendment #3, as such were amended by terms of Amendment #4, Amendment #5, and Amendment #7.

The City Council, in adopting Amendment #8, chose to revise certain provisions of Amendment #7, Attachment B, Harbor Committee Recommended Conditions of Approval, and certain provisions of the adopted Comprehensive Master Boundary Agreement. The amended eliminated the Applicant's requirement to reserve Area #13 shown on the Comprehensive Master Boundary Agreement for potential construction of the 'Commercial Fishermen's Dock' and eliminated other obligations of the Applicant regarding said 'Dock'. The City Council chose to relieve the Applicant of remaining obligations regarding the 'Commercial Fishermen's Dock' identified in Amendment #7, Attachment B, because the City chose to construct an upgraded 'Commercial Fishermen's Dock' at City Landing, and used funds available through the Performance Guarantee account obtained through the January 2011 Memorandum of Agreement between the City, Belfast Bridge, LLC and the City to pay some of the costs associated with construction of the upgraded 'Dock'. Amendment #8, Attachment B, more fully describes the specific changes regarding marine/waterfront construction. (NOTE TO COUNCIL - This clause was added to reference the Council's decision to eliminate the Applicant's obligations regarding the construction of the 'Commercial Fishermen's Dock that were discussed with the Council at your meeting of December 17).

18. **LANDSCAPING.** The terms for Condition #18 identified in Amendment #4 are rescinded and are replaced by the following terms.

The City does not require the Applicant to plant any landscaping on the project site. This Condition, however, does not preclude the Applicant from choosing to plant landscaping or grass in areas which the Applicant may find appropriate. The Applicant shall ensure that its operations do not adversely affect plantings the City intends to plant **or has planted** along the water side of the Harbor Walk located adjacent to Buildings #3, #4 and #4A or in the area located northeasterly of the marine travel-lift pier near the Thompson's Wharf property.

19. **EXTERIOR LIGHTING.**

No change to terms identified in Amendment #6, which included several revisions to the initial terms identified in Amendment #4, except for the following addition specific to Building #6. All exterior lighting associated with the construction of Building #6 that is identified on the site plan shall be installed prior to City issuance of an occupancy permit for Building #6.

20. **PUBLIC ACCESS & IMPROVEMENTS.** (NOTE TO COUNCIL: The Council reviewed and approved significant changes to this section at its meeting of November 6, 2013 and this section reflects all of said changes. The changes now highlighted in red font are those which were discussed with the City Council at your meeting of December 17).

The City and the Applicant, through terms of Amendment #4 to the Contract Rezoning Agreement and terms of the January, 2011 Settlement Agreement between the City, Belfast

Bridge, LLC, and the Applicant, pledged their mutual cooperation to facilitate construction of the Harbor Walk project through the Applicant property, both on Applicant property and City property, and to allow public use of the Harbor Walk and/or its relief walkways at all times. The City, by November 1, 2013, completed construction of most improvements for the Harbor Walk through the Applicant site as originally intended, however, the Applicant's proposal to construct Building #6 (Amendment #8) has caused the need to re-examine and amend provisions of the original agreements. Further, the City and the Applicant entered operational policies (reference revised September 4, 2012 policies) that defined how use of the Harbor Walk can occur through the Applicant property, including when and how the Applicant can temporarily close the Harbor Walk. The pending completion and opening of the Harbor Walk, as well as the construction proposed for Building #6, has also caused the two parties to amend terms of the above Operational Policy.

The following terms and conditions of Amendment #8, Condition #20, shall replace, in their entirety, the provisions of Condition #20, Public Access and Improvements, identified in Amendment #4 to the Contract Rezoning Agreement. The requirements that now apply to the Applicant and City regarding the construction, maintenance and use of the Harbor Walk are identified in this amended Condition.

20.1 Building #1 and #2 Area - 'Boardwalk' Section.

The Applicant shall construct and maintain the portion of the Harbor Walk that is located on the pile supported dock/pier (the equivalent of a boardwalk) located on the marine (northeasterly) side of Building #1 and Building #2 (which has been demolished and which the Applicant may reconstruct; reference Condition #4 of Amendment #8). This area is shown as area 4 on the Comprehensive Master Boundary and Easement Agreement Plan prepared by Gartley & Dorsky Engineers. The Applicant shall be responsible for constructing a wooden deck (a boardwalk) that is at least 14 feet in width and constructing railings with a cap that satisfy all building code requirements. The Applicant completed initial construction of the above improvements in 2012, and by December 31, 2013, shall install additional bracing, pilings and similar improvements to fortify said construction. The Applicant, by January 31, 2014, shall provide the City a letter from a licensed structural engineer certifying that the structural improvements to the pier address structural requirements.

The City, on or about November 1, 2013, completed construction of a wooden ramp to provide access between the Applicant 'boardwalk' and the Armistice Bridge. The ramp is about 15 feet in width and has been constructed to a structural load of 100 pounds per square foot and to handicap accessible standards. A portion of this ramp is located on the Applicant 'boardwalk'. The City, in its construction of this ramp, ensured that none of the ramp interfered with the Applicant's use or access to the Applicant's existing pier that provides access to the marine floats the Applicant has installed (per terms of the Contract Rezoning Agreement) in the marine waters adjacent to Building #1 and #2. The Applicant shall provide the City reasonable opportunities to maintain the section of the ramp located on the Applicant property (pier), and the City shall allow the Applicant reasonable use of this ramp to access their 'boardwalk' (pier).

City construction of the Harbor Walk in this area also included the installation of 3 permanent lights located on the northeasterly wall of Building #1 and two temporary lights (near future Building #2) on the Applicant 'boardwalk'. The City installed the lighting and paid all costs associated with the installation, and shall be responsible for all maintenance of these lights. The Applicant shall provide the City reasonable access to the 'boardwalk' to allow the City, at its expense, to maintain these 5 lights. Also, if the Applicant constructs Building #2, the City and Applicant shall work cooperatively to allow the City to replace the two temporary lights on the 'boardwalk' with permanent light fixtures on both the northeasterly and southerly walls of Building #2. It is expressly understood that the City will similarly have the responsibility and right to maintain any permanent/relocated light fixtures on Building #2 and that the Applicant will grant the City reasonable opportunities to maintain said lighting.

The Applicant, pursuant to terms for Area #4 identified in the Comprehensive Master Boundary Agreement executed between the City and the Applicant, shall grant the City a perpetual easement to use this area for the Harbor Walk. This easement shall establish that the public can use the Walk year-round and 24 hours per day. This easement also shall establish that persons (the public) that use the Harbor Walk must respect Shipyard operations. The Applicant, from time-to-time, shall have the authority to close public access to this section of the Harbor Walk if operations it is conducting in this area may cause concerns regarding public safety. That said, the City and the Applicant anticipate very few events that would occur in this area which would prompt the Applicant to need to close this section of the Harbor Walk. If the Shipyard temporarily closes access to this section of the Harbor Walk, it shall erect needed barricades to close access and shall erect signage directing the public to alternative pedestrian amenities.

Subsection 20.1 of Condition 20 of Amendment #4 to the Contract Rezoning Agreement and the Comprehensive Master Boundary Agreement also included provisions that allowed the Applicant the right to construct a removable 'bridge section' to span an existing boat launch ramp area located between Buildings #1 and #2, and the right to periodically remove this 'bridge section' for short periods of time to better allow use of the launch ramp. Effective with the adoption of Amendment #8, the City and Applicant have mutually agreed to rescind this provision that allowed construction and use of a removable 'bridge section'. The Applicant has determined that they have no need or use for this removable 'bridge section'.

20.2 Thompson Wharf to 'Boardwalk' Section of Walk.

The City, by November 1, 2013, completed construction of a 10 foot wide asphalt path in the area that extends from the Thompson Wharf area to the 'boardwalk' section (identified in 20.1 above). This section of the Harbor Walk was constructed within the City owned land, the former railroad right-of-way; reference area 6 shown on the Comprehensive Master Boundary Agreement prepared by Gartley & Dorsky Engineers.

This section of the Harbor Walk also includes two marine wash basins that the Applicant has constructed. The first wash basin was constructed in 2011 pursuant to terms of Amendment #3 and is intended to serve a 165 ton travel-lift, and the second wash basin, which is located immediately adjacent to the first wash basin, was constructed in 2013 pursuant to terms of Amendment #7 and is intended to serve a 485 ton marine travel-lift. A portion of said wash

basins are located within the bounds of area 6 shown on the Comprehensive Master Boundary Agreement. The Applicant and the City recognize and specifically intend to have the concrete surfaces of the two adjacent wash basins to routinely be used as part of the Harbor Walk, and that the public typically will walk/cross the wash basins as part of the Harbor Walk. The City shall install informational signage that informs the public of provisions that apply to public use of the wash basins for the Harbor Walk, including policies that apply when the Applicant/Shipyard is actively using the wash basin area to haul and/or wash down one or more marine vessels. The provisions that apply to the marine wash basin area are more specifically described in the 'operational policies' for the Harbor Walk.

The City intends that this section of the Harbor Walk will be available for public use year-round 24 hours per day. The City also recognizes that persons (the public) that use the Harbor Walk must respect Shipyard operations and the need for public safety. As such, the Applicant shall have the authority from time-to-time to close public access to the Harbor Walk if operations it is conducting in this area, particularly the marine wash basin area, may cause concerns regarding public safety. If the Shipyard temporarily closes access to the Walk, it shall comply with all closure provisions identified in the adopted operational policies, which generally include erecting needed barricades to close access and using signage to direct the public to alternative pedestrian amenities, including but not necessarily limited to the available relief walkways identified in Condition 20, Section 20.3. The Applicant shall comply with all closure provisions identified in the operational policies each time that the Applicant deems it necessary to temporarily close the Harbor Walk. Further, the Applicant expressly acknowledges that they shall only close access to the 'permanent' Harbor Walk when they are actively using the marine wash basin.

Employees, customers and visitors to the Applicant/Front Street Shipyard property shall have the right to freely use and cross this section of the Harbor Walk, however, the Applicant will avoid, to the greatest extent practical, any vehicular crossings of the Harbor Walk. Further, the Applicant will not store or park any materials, equipment or boats on this section of the Harbor Walk.

20.3 Relief Walkways and Access to Thompson's Wharf.

The Applicant and the City, as noted in 20.1 and 20.2 above, recognize that Shipyard operations likely will require that sections of the Harbor Walk be temporarily closed to public access from time to time. The Applicant and the City have agreed upon several locations which the City shall use to construct 'relief walkways' to allow public access and to lessen concern regarding public safety during said temporary closings. The Applicant and the City have executed operational policies that define how use of the 'relief walkways' shall occur. The current policies (as amended) were adopted on September 4, 2012, and the City and Applicant, as part of its consideration of Amendment #8 to the Contract Rezoning Agreement, are now considering the adoption of updated policies to clarify how use of the relief walkways shall occur. The updated policies consider the following: the Applicant's construction of a second marine wash basin (Amendment #7); the relocation of the relief walkway identified in Area 1B below (Amendment #8); the identification of a new relief walkway associated with the construction of future Building #6, reference Area 21 shown on the Site Plan for Amendment #8; and the

accompanying revisions to the Comprehensive Master Boundary Agreement, and how these revised relief walkways will function in concert with the previously approved relief walkways.

20.3.1 Area 7 Relief Walkway. The City, as of November 1, 2013, constructed a relief walkway in Area 7 shown on the Comprehensive Master Boundary Agreement prepared by Gartley & Dorsky Engineers. This walkway is 5 feet in width and is constructed of asphalt. Much of this relief walkway is constructed immediately adjacent to the overhead doors of Building #4. The Applicant will ensure that access to the relief walkway is maintained at all times, and the Applicant shall employ reasonable measures to keep this walkway clear of equipment and materials which would hinder public use. The Applicant shall elicit the cooperation of its employees to recognize the purpose of this relief walkway and to foster public use of the area. The City will install informational signage to direct persons to use this 'relief walkway' when the Harbor Walk is temporarily closed, and the Shipyard shall comply with provisions in the operational policies to direct persons to the relief walkway.

20.3.2. Area 1B Relief Walkway. Amendment #4 to the Contract Rezoning Agreement and the adopted Comprehensive Master Boundary Agreement identified an 8 foot wide easement, Area 1B, which would be granted to the City to allow construction of a relief walkway near Building #5. The City, in October 2013, determined that this location would not work as intended for a relief walkway. Upon adoption of Amendment #8 to the Contract Rezoning Agreement, and City and Applicant adoption of a revised Comprehensive Master Boundary Agreement, Area 1B shall be eliminated as an easement granted to the City, and it shall no longer be considered as a location for a relief walkway. The intent is to replace Area 1B with the relief walkway that will be constructed in Area #21 and Area #20, reference below.

20.3.3. Area 20. Relief Walkway. Amendment #8 to the Contract Rezoning Agreement identifies a new location for the relief walkway originally intended for Area 1B. The new location shall involve the City constructing a 8 foot wide asphalt path immediately adjacent to the northerly face of existing Building #5. When constructed, the path will connect to the Harbor Walk near Thompson's Wharf, and at present (prior to construction of Building #6), it will connect to the existing sidewalk the City has constructed in the City Front Street parking lot. This new asphalt relief walkway (Area 20), in combination with the City sidewalk in the Front Street parking lot, shall serve as a relief walkway and shall allow connection to the relief walkway the City has constructed adjacent to Front Street. The Applicant shall grant the City a permanent 10 foot wide easement to use Area 20, and this easement shall be identified on a revised Comprehensive Master Boundary Agreement which the City and the Shipyard shall execute.

Much of this relief walkway is constructed immediately adjacent to the overhead doors of Building #5. The Applicant will ensure that access to the relief walkway is maintained at all times, and the Applicant shall employ reasonable measures to keep this walkway clear of equipment and materials which would hinder public use. Such measures include but are not limited to the use of trellises or protective covers for power cables from Building 5 that serve boats in the storage yard. The Applicant shall elicit the cooperation of its employees to recognize the purpose of this relief walkway and to foster public use of the area. The City will install informational signage to direct persons to use this 'relief walkway' when the Harbor Walk

is temporarily closed, and the Shipyard shall comply with provisions in the operational policies to direct persons to the relief walkway.

20.3.4 Area 21. Relief Walkway. Amendment #8 to the Contract Rezoning Agreement identifies a location for a new relief walkway that the City will construct in concert with the construction of Building #6. The new location shall involve the City constructing an 8 foot wide asphalt path immediately adjacent to the easterly and northerly faces of proposed Building #6. When constructed, the path will connect to the relief walkway constructed in Area 20 and to the relief walkway the City has constructed adjacent to Front Street. The Applicant shall grant the City a permanent 10 foot wide easement to use Area 21, as well as a temporary construction easement that is 20 feet in width from both faces of proposed Building #6, and both the permanent and temporary easements shall be identified in a revised Comprehensive Master Boundary Agreement which the City and the Shipyard shall execute.

Much of this relief walkway that will be constructed will be immediately adjacent to the sliding doors of Building #6. The Applicant will ensure that access to the relief walkway is maintained at all times, and the Applicant shall employ reasonable measures to keep this walkway clear of equipment and materials which would hinder public use. Such measures include but are not limited to the use of trellises or protective covers for power cables from Building 6 that serve boats in the storage yard. The Applicant shall elicit the cooperation of its employees to recognize the purpose of this relief walkway and to foster public use of the area. The City will install informational signage to direct persons to use this 'relief walkway' when the Harbor Walk is temporarily closed, and the Shipyard shall comply with provisions in the operational policies to direct persons to the relief walkway.

It is expressly understood that the City will not construct or operate the relief walkway in Area 21 until the Applicant completes construction of Building #6. While Building #6 is being constructed, the City and Applicant shall employ temporary arrangements to provide a relief walkway through this area to benefit public safety and foster use of the Harbor Walk; reference Building Six Relief Walkway Construction Policy that is pending City and Applicant consideration.

20.3.5. Building #1 and #2 Pedestrian Amenity. The City, as of November 1, 2013, has constructed a 5 foot wide asphalt shoulder immediately adjacent to the southwesterly side of a portion of Front Street that is located in front of Building #1. While this shoulder is not specifically a relief walkway, it is partly intended to provide a wider paved area along Front Street which both pedestrians, bicyclists and vehicles can use to travel in this area. The City shall be responsible for the cost to construct and maintain this amenity.

21. FUEL AND PROPANE STORAGE. No change to terms identified in Amendment #4. The Applicant shall ensure that any fuel and propane storage facilities constructed to serve Building #6 comply with the same guidelines that applied to other propane storage facilities on the site.

22. PERFORMANCE GUARANTEE. The terms of Amendment #4 shall remain in effect for Amendment #8 for this Condition. Further, the City has chosen not to require the

commitment of a financial or performance bond pursuant to Amendment #8 for construction of Building #6 as a performance guarantee. The Applicant, however, shall be required to comply with terms of the option to lease agreement for Building #6 (City lease of Front Street parking lot area to Applicant) and to obtain an occupancy permit for Building #6.

23. CONDOMINIUM ASSOCIATION. No change to terms identified in Amendment #4.

24. EVIDENCE OF PROJECT OWNERSHIP. The following language shall replace the language for Condition 24 identified in Amendment #4 and shall apply to Amendment #8 and all past amendments to this Contract Rezoning Agreement.

The Applicant, as part of the City review of Amendment #3, presented evidence to the City that DUBBA, LLC is the owner of the former Stinson Seafoods property, reference Map 11, Lot 132. The City also acknowledges that certain leases between Belfast Bridge, LLC and the City were transferred to DUBBA, LLC pursuant to terms of the Memorandum of Agreement between DUBBA, LLC and the City, and the Settlement Agreement between Belfast Bridge, LLC and the City, both of which Agreements were executed in January 2011. The City and the Applicant, in March 2012, executed terms of a Comprehensive Master Boundary and Easement Agreement between the parties that involved the mutual exchange of certain land ownership and easement rights, including a lease agreement with the Applicant for the land area on which Building #5 is constructed. The City and Applicant considered the terms of this Comprehensive Master Boundary Agreement as part of the review of Amendment #4 to the contract rezoning agreement. The City and the Applicant, as part of Amendment #8, have entered an Option to Lease Agreement through which the City will lease portions of the City owned Front Street parking lot, which is part of Map 11, Lot 136, to the Applicant for the purposes of allowing the Applicant to construct Building #6. The City has concluded that the Applicant owns, leases or has use rights to all property on which Applicant improvements and facilities have been or will be constructed and on which Applicant operations occur.

25. APPLICANT – CITY USE/LEASE AGREEMENTS.

The terms for Condition #25, as identified in Amendment #6 shall remain in effect. The following additional terms are added to this Condition as part of Amendment #8.

The Applicant and the City, in May 2013, entered an Option to Lease Agreement to lease portions of the City owned Front Street parking lot, which is part of Map 11, Lot 136, to the Applicant for the purposes of allowing the Applicant to construct Building #6 on said property. The City Council, at its meeting of **January ----, 2014**, adopted an amendment to Section L of the Option to Lease Agreement. Applicant use of this area shall comply with terms of the Lease Agreement, as such was amended, and this contract rezoning agreement.

The City Council, at its meeting of **January ---, 2014**, adopted amendments to the Comprehensive Master Boundary Agreement adopted in 2012, reference document recorded in Waldo County Registry of Deeds, **Book ----, Page -----**. Said amendments to the Comprehensive Master Boundary Agreement shall apply to the Contract Rezoning Agreement, including all

Amendments to said Agreement, Amendment #3, Amendment #4, Amendment #5, Amendment #6, Amendment #7, and Amendment #8.

26. SIGNS. The language for Condition #26 in Amendment #4 is rescinded and is replaced in its entirety with the following language. The following terms shall apply to Amendment #8 and all other Amendments issued for this contract rezoning agreement.

All on-building signs erected by the Applicant shall comply with the sign plan reviewed and approved by the Intown Design Review Committee and the Planning Board. It is specifically acknowledged that the main on-building signage greatly exceeds the maximum size sign standard allowed in the City Sign Ordinance for the Waterfront Mixed Use zoning district. The City allowed this larger on-building signage through terms of this contract rezoning agreement. The Applicant may also install other on-building signage to inform customers and visitors of Shipyard operations that occur in the respective buildings, and other signage on the site to direct customers and visitors to areas on the site. None of the signage on the property may be internally illuminated, however, exterior lighting is allowed.

27. CITY BUILDING PERMITS. The following language supplements the terms identified in all previously granted amendments, and is specific to Amendment #8.

The Applicant may request the issuance of a building permit for the construction of Building #6, as shown on Amendment #8 Plan Sheets C-O, C-2 and C-3, prepared by Gartley & Dorsky Engineers, provided the Applicant has executed the Option to Lease Agreement and obtained approval of Amendment #8. The Applicant shall submit building construction plans for Building #6 to the Code Enforcement Officer and such plans shall identify how all applicable City, state and federal requirements are satisfied. Said building permit applications also shall identify how project construction will comply with Chapter 78, Flood requirements. Further, the Applicant shall submit said building plans well enough in advance of the proposed construction so that the CEO has adequate time to consider compliance of the permit application with City requirements. The Applicant shall pay all permit fee costs associated with the issuance of building, plumbing, electrical and similar permits associated with the construction of Building #8.

28. AS-BUILTS. The following language supplements the terms identified in all previously granted amendments, and is specific to Amendment #8.

The Applicant shall provide the City Code Enforcement Officer an as-built of all site improvements constructed on the Applicant property and City property associated with Building #8 within 3 months of the date that the Applicant completes construction of Building #6. It is critical that the City be provided an as-built of any changes and improvements to City property and facilities.

**AMENDMENT # 8
ATTACHMENT B
ADOPTED CONDITIONS of APPROVAL
CONTRACT REZONING AGREEMENT**

**CITY COUNCIL ADOPTED AMENDMENTS to
ATTACHMENT B, CONDITIONS OF APPROVAL, RECOMMENDED by
BELFAST HARBOR COMMITTEE as
CONDITIONS OF APPROVAL for AMENDMENT #7
to BELFAST PLANNING BOARD & CITY COUNCIL**

**DUBBA, LLC (APPLICANT)
FRONT STREET SHIPYARD PROJECT
MAP 11, LOT 132**

{NOTE TO COUNCIL: This document identifies revisions reviewed by the City Council at its meeting of December 17, 2013. All revisions address the Council decision to eliminate adopted provisions of Amendment #7, Attachment B, that apply to obligations of the Applicant to reserve Area 13 on the Comprehensive Master Boundary Agreement for the 'Commercial Fishermen's Dock' and to make improvements associated with said 'Dock'. New language is shown in red font.}

**CITY COUNCIL ACTION REGARDING CONDITIONS OF APPROVAL,
ATTACHMENT B, RECOMMENDED BY BELFAST HARBOR COMMITTEE**

The Belfast City Council, at its meeting of February 5, 2013, voted to approve Amendment #7 to the Contract Rezoning Agreement between the City and DUBBA, LLC to allow DUBBA, LLC to construct the Front Street Shipyard project. The Council, in adopting Amendment #7 to the Contract Rezoning Agreement, voted to require that the Applicant comply with Conditions of Approval recommended by the Belfast Harbor Committee, Attachment B, as such were adopted by the Harbor Committee at its meeting of January 10, 2013, said Conditions having been supported by the Planning Board at its meeting of January 23, 2013. All terms for Amendment #7, Attachment B, Conditions of Approval as adopted by the City Council are contained in the adopted Amendment #7 to the Contract Rezoning Agreement.

The Belfast City Council, in its review of Amendment #8 to the adopted Contract Rezoning Agreement, determined that it was appropriate to review and amend certain terms of Amendment #7, Attachment B, Conditions of Approval recommended by the Harbor Committee. The Council, in taking this action, acknowledged that neither the Belfast Planning Board nor Belfast Harbor Committee specifically recommended said

amendments to Attachment B in offering its recommendations on Amendment #8. The Council, pursuant to the authority granted to the Council in the City Code of Ordinances, Chapter 102, Zoning, Article X, Contract Rezoning, Division 4, Contract Rezoning for the Waterfront Mixed Use Zoning District and Waterfront Development Shoreland District, determined that work the City had completed in 2013 to construct a commercial fishermen's dock at City Landing, warranted Council review and revision of certain provisions in the Amendment #7, Attachment B, Conditions of Approval that pertained to DUBBA's obligations to assist in the construction of the commercial fishermen's dock.

This Attachment identifies the revisions to the Attachment B, Conditions of Approval, as adopted as part of Amendment #7, which are now being amended through Amendment #8. Upon adoption of Amendment #8, the following terms shall be the controlling provisions of Attachment B, Harbor Committee, Conditions of Approval, which shall apply to the adopted Contract Rezoning Agreement between the City and DUBBA, LLC. The City Council adopted terms of Amendment #8 at its meeting of January ----, 2014.

SYNOPSIS of CITY ACTION on CONTRACT REZONING AGREEMENT & AMENDMENTS 3, 4, 5, 6 & 7 for the SHIPYARD PROJECT.

The Belfast City Council, at its meeting of March 1, 2011, approved terms of Amendment #3 to the Contract Rezoning Agreement that is in effect for a property the City identifies as Map 11, Lot 132. Amendment #3 to the Contract Rezoning Agreement was issued to DUBBA, LLC, doing business as Front Street Shipyard. Amendment #3 revised certain terms of the Contract Rezoning Agreement entered in September 2005 between the City and Belfast Bridge, LLC, as such Agreement was amended (Amendment #2) on May 20, 2008. Further, Amendment #3 stipulated work and improvements DUBBA, LLC would perform to comply with terms of a Memorandum of Agreement dated January 11, 2011, between DUBBA, LLC and the City regarding DUBBA, LLC's purchase of the property, and their intent to establish the Front Street Shipyard. Amendment #3 identified DUBBA, LLC's initial plans to construct project improvements, to reuse existing structures and grounds, and to establish uses on the site. Most approved work focused on marine improvements, and the Harbor Committee and Planning Board reviewed and offered recommendations regarding said improvements.

The Belfast City Council, at its meeting of June 20, 2011, approved terms of Amendment #4 to the Contract Rezoning Agreement. Approval of Amendment #4 occurred pursuant to requirements of the contract rezoning process stipulated in the City Code of Ordinances, Chapter 102, Zoning. The Harbor Committee reviewed the marine improvements proposed in Amendment #4 and recommended approval of such to the Planning Board and City Council. Amendment #4 mostly addressed on-shore improvements the Applicant proposed, and it also included a limited number of marine improvements. Amendment #4 included Conditions of Approval Recommended by the Harbor Committee, Attachment B, and Conditions of Approval Recommended by the Planning Board, Attachment A. Amendment #4 also voided most terms of the original contract rezoning agreement (with Belfast Bridge, LLC) and the terms of Amendment #2 to said contract rezoning agreement.

The Belfast City Council, at its meeting of December 20, 2011, approved terms of Amendment #5 to the Contract Rezoning Agreement. Approval of Amendment #5 occurred pursuant to requirements of the contract rezoning process stipulated in the City Code of Ordinances, Chapter 102, Zoning. The Belfast Harbor Committee and Planning Board reviewed the project proposal and offered recommendations. Amendment #5 involved the construction of marine improvements, mostly as series of marine floats, in the area located to the south of the Armistice Bridge and to the north of the northwesterly pier of the marine travel-lift pier located on the Shipyard property. The Harbor Committee and Planning Board specifically noted that Condition 2 of Amendment #3 to the Contract Rezoning Agreement allowed the Applicant to make temporary use of these marine waters to support Shipyard operations, and that the Shipyard, per Condition #2 of Amendment #3, was required to submit a specific plan for the long-term use of said waters by June 30, 2012. The marine improvements identified in Amendment #5 constitute a long-term plan for the use of these waters.

The Belfast City Council, at its meeting of March 6, 2012, approved terms of Amendment #6 to the Contract Rezoning Agreement. Approval of Amendment #6 occurred pursuant to requirements of the contract rezoning process stipulated in the City Code of Ordinances, Chapter 102, Zoning. Amendment #6 granted the Applicant the authority to expand the size of Building #1. This improvement did not involve any marine improvements, thus the Harbor Committee was not involved in the review of this project. The Intown Design Review Committee and subsequently the Planning Board reviewed the project proposal and offered recommendations to the City Council.

The Belfast City Council, at its meeting of February 5, 2013, approved terms of Amendment #7 to the Contract Rezoning Agreement. Approval of Amendment #7 occurred pursuant to requirements of the contract rezoning process stipulated in the City Code of Ordinances, Chapter 102, Zoning. Amendment #7 granted the Applicant the authority to construct the following major marine oriented improvements: construction of two new piers for the new travel lift, both of which are located southerly of the existing piers; reconfiguring the lay-out of the floats located southerly of the travel-lift pier, the area between the travel-lift pier and Thompson Wharf; expanding the size of the on-shore marine wash basin to support the operation of the new travel-lift; and reconfiguring the shape and size of the turning radius in the inner harbor to support operation of the travel-lift. The new (second) travel-lift is about 380 tons in size (subsequently increased to 485 tons). The Applicant also was granted the authority to reconfigure the layout of several floats located adjacent to the dock on the Shipyard property located immediately to the south of the Armistice Bridge. The proposed amendments are identified on Plan Sheet C-1, Proposed Travel-lift and Float Layout Plan, dated January 3, 2013, and as said plan was updated at the Harbor Committee meeting of January 10, 2013.

Also, as noted in Amendment #4, all future amendments to this contract will specifically refer to DUBBA, LLC as project owner and applicant, and the name of the project hereafter will be known as Front Street Shipyard.

PURPOSE OF AMENDMENT #8

DUBBA, LLC, in April 2013, submitted proposed Amendment #8 to the adopted Contract Rezoning Agreement between DUBBA, LLC and the City for the Front Street Shipyard project. Amendment #8 mostly involves on-shore improvements; the Applicant's proposal to construct Building #6. Building #6 is intended to be used to provide a building in which the new 485 ton marine travel-lift can operate. Building #6, pursuant to terms of an Option to Lease Agreement between the City and DUBBA, is to be constructed on property owned by the City of Belfast; the current Front Street parking lot. Amendment #8 did not specifically include any marine oriented improvements, thus, the Belfast Harbor Committee did not participate in the review of Amendment #8 to the Contract Rezoning Agreement.

The Belfast City Council, in its review of Amendment #8, determined that it would be appropriate to relieve the Applicant of certain obligations regarding construction of the 'commercial fishermen's dock' identified in Amendment #7, Attachment B, Harbor Committee Conditions of Approval. The Council specifically noted that the City completed construction of an upgraded 'commercial fishermen's dock' in 2013 at Belfast City Landing, and that the Belfast Harbor Committee recommended and supported the construction of said facility at City Landing. Further, the Council specifically noted that much of the cost (about \$120,000) associated with upgrading the 'commercial fishermen's dock' were paid through the performance guarantee account the City secured through the 2011 settlement agreement between the City and DUBBA, LLC. Thus, the Council chose to amend certain terms of Attachment B, Harbor Committee, Conditions of Approval, adopted as part of Amendment #7, and to have the following terms for Attachment B, Harbor Committee Conditions of Approval, which the Council adopted on January ---, 2014 as part of Amendment #8, to be the controlling conditions for Attachment B, for the Contract Rezoning Agreement.

HARBOR COMMITTEE DECISION & RECOMMENDATIONS AS AMENDED BY BELFAST CITY COUNCIL

The Belfast City Council, at its meeting of January ---, 2014, and in its review of Amendment #8 to the adopted Contract Rezoning Agreement, adopted certain revisions to the terms of Attachment B, Harbor Committee Recommended Conditions of Approval, which the City Council had adopted in February 5, 2013, as requirements of Amendment #7 to the adopted Contract Rezoning Agreement. City Council review of Amendment #8 occurred pursuant to requirements of the City Code of Ordinances, Chapter 102, Zoning, Article X, Contract Rezoning, Division 4, Waterfront Mixed Use zoning district and Waterfront Development shoreland district. The Council, in conducting its review of Amendment #8, considered recommendations previously made by the Belfast Harbor Committee, particularly those associated with Amendment #7, and found that it was now appropriate to relieve the Applicant of certain obligations associated with construction of the 'commercial fishermen's dock'. The Council also determined that the amendments to Attachment B now being adopted through Amendment #8, are consistent with and do not

conflict with the Harbor Committee's past findings that the project is consistent with requirements of Chapter 30, Marine Activities and Chapter 82, Shoreland Zoning, Section 206.5, which are the standards that apply to development of marine structures in the Waterfront Development Shoreland Zoning district, and requirements of Chapter 102, Zoning, Article X, Division 4.

Upon the City Council's adoption of Amendment #8, the following terms shall be the enforceable provisions of Attachment B, Harbor Committee Recommended Conditions of Approval that shall apply to the Contract Rezoning Agreement between the City and the Applicant. It is expected that the Applicant must comply with said Conditions to obtain a building permit and subsequently an occupancy permit for the project development.

SPECIFIC CONDITIONS OF APPROVAL

The Belfast City Council, at its meeting of January --, 2014, and as part of its review of Amendment #8, adopted the following revisions to the Attachment B, Conditions of Approval, that previously were adopted in February 5, 2013, as part of Amendment #7. The Amendment #8 Conditions of Approval, shall apply to marine improvements for the Front Street Shipyard Project proposed by DUBBA, LLC (Applicant).

- 1. Site Plan Approval & Improvements Permitted:** Amendment #8 does not require any changes to terms of Condition #1 that was adopted as part of Amendment #7. Refer to Amendment #7, Attachment B, to review said terms for Condition #1.
- 2. Additional Use of Marine Waters:** Amendment #8 does not require any changes to terms of Condition #2 that was adopted as part of Amendment #7. Refer to Amendment #7, Attachment B, to review said terms for Condition #2.
- 3. Location and Construction of Commercial Fishermen's Dock:** The City, in adopting Amendment #3 to the Contract Rezoning Agreement, identified specific requirements that apply to the location and construction of the 'Commercial Fishermen's Dock'. Amendments #4, #5, and #6 did not make any changes to the requirements stipulated for this Condition (#3) in Amendment #3. Amendment #7, identified significant amendments regarding the location and construction of the 'Commercial Fishermen's Dock', and the terms of Condition #3 identified in Amendment #7, replaced all terms for Condition #3 identified in Amendment #3.

The City, upon adoption of Amendment #8 to the Contract Rezoning Agreement, hereby eliminates the following requirements of Condition #3 identified in Amendment #7.

- 3.1 Location of Dock.** The Applicant requirement to reserve use of the area identified as Area #13 as depicted on the Comprehensive Master Boundary Agreement entered between the City and the Applicant, as such is recorded in the Waldo County Registry of Deeds, Book 3684, Page 23, for construction of the 'Commercial Fishermen's Dock' is eliminated. The City Council acknowledges

its intent to enter an amended Comprehensive Master Boundary Agreement with the Applicant that eliminates Area #13 as a reserve area for the 'Commercial Fishermen's Dock'.

- 3.2 **Funds and Schedule for Construction of Dock.** The City acknowledges that in 2013 it completed the construction of an upgraded 'Commercial Fishermen's Dock' at Belfast City Landing. Further, as stipulated in Amendment #7, and pursuant to clause 4.b of the Memorandum of Agreement dated January 11, 2011 between DUBBA, LLC, the City used some of the funds obtained through calling a \$200,000 letter of credit from Machias Savings Bank to assist in construction of the 'Commercial Fishermen's Dock'.
- 3.3 **Submerged Land Lease.** The City, in 2013, completed construction of the 'Commercial Fishermen's Dock' at Belfast City Landing, thus, the City hereby eliminates the requirement for the Applicant to enter into a submerged land lease for Area 13 (Comprehensive Master Agreement). The City also acknowledges that it is prepared to release the Applicant for terms of the existing sublease between the City (as Sublessee) and Belfast Bridge, LLC (as Sublessor) recorded in the Waldo County Registry of Deeds in Book 2913, Page 221, the rights of Sublessor having been assigned by Belfast Bridge, LLC to DUBBA, LLC.
4. **On-Shore Support Facilities for Commercial Fishermen's Dock.** Amendment #7 retained the provisions of Condition #4 stipulated in Amendment #3 to the Contract Rezoning Agreement. Upon the adoption of Amendment #8, the requirements of Attachment B, Condition #4, stipulated in Amendment #3 and re-stipulated in Amendment #7 regarding the Applicant's provision of on-shore support facilities for the 'Commercial Fishermen's Dock' shall be eliminated. The City, in 2013, completed construction of the 'Commercial Fishermen's Dock' at Belfast City Landing. Thus, the City no longer has a need for on-shore support operations on the Applicant's property for said dock; said dock initially being proposed for construction on the Applicant's property in Area #13 (reference Comprehensive Master Boundary Agreement).
5. **Applicant Temporary Use of Reserve Area for the Commercial Fishermen's Dock.** The City, in adopting Amendment #7, identified certain temporary marine improvements which the Applicant could construct in Area #13 identified as the location for the proposed 'Commercial Fishermen's Dock'. The City, in its adoption of Amendment #8, revised the terms of Attachment B, Condition #3, to eliminate the requirement for the Applicant to reserve Area #13 for construction of the 'Commercial Fishermen's Dock'. Thus, upon adoption of Amendment #8, and the adoption of amendments to the Master Boundary Agreement to eliminate reserve area 13, the Applicant will retain all rights they may own to the use of Area #13, and the provisions of Condition #5 stipulated in Amendment #7 shall no longer apply.

6. **City Use of Commercial Fishermen's Dock:** The City, in adopting Amendment #7 to the Contract Rezoning Agreement, identified specific requirements that apply to City Use of the 'Commercial Fishermen's Dock' that was proposed to be constructed on the Applicant property in Area 13 (Master Boundary Agreement). **The City, in adopting Amendment #8, more specifically pursuant to terms of Attachment B, Condition #3, eliminated the requirement for the Applicant to reserve an area (Area #13) for construction of the 'Commercial Fishermen's Dock'. As such, the policy statements regarding the future use of the proposed 'Commercial Fishermen Dock' are no longer applicable, and Condition #6 is eliminated as a requirement of Attachment B.**
7. **Littoral Lines & Construction Limitations:** Amendment #8 does not require any changes to terms of Condition #7 that was adopted as part of Amendment #7. Refer to Amendment #7, Attachment B, to review said terms for Condition #7.
8. **Channel Setback:** Amendment #8 does not require any changes to terms of Condition #8 that was adopted as part of Amendment #7. Refer to Amendment #7, Attachment B, to review said terms for Condition #8.
9. **Project Lighting:** Amendment #8 does not require any changes to terms of Condition #9 that was adopted as part of Amendment #7. Refer to Amendment #7, Attachment B, to review said terms for Condition #9.
10. **Recognition of Wharf Line Limit & Future Construction Activities:** Amendment #8 does not require any changes to terms of Condition #10 that was adopted as part of Amendment #7. Refer to Amendment #7, Attachment B, to review said terms for Condition #10.
11. **Plan Amendments:** Amendment #8 does not require any changes to terms of Condition #11 that was adopted as part of Amendment #7. Refer to Amendment #7, Attachment B, to review said terms for Condition #11.
12. **Authority of Belfast Harbormaster:** Amendment #8 does not require any changes to terms of Condition #12 that was adopted as part of Amendment #7. Refer to Amendment #7, Attachment B, to review said terms for Condition #12.
13. **Cooperative Working Relationship:** Amendment #8 does not require any changes to terms of Condition #13 that was adopted as part of Amendment #7. Refer to Amendment #7, Attachment B, to review said terms for Condition #13.
14. **Harbor Committee Request to City Council:** The City, in adopting Amendment #7 to the Contract Rezoning Agreement, identified specific requirements that apply to City Use of the 'Commercial Fishermen's Dock' that was proposed to be constructed on the Applicant property in Area 13 (Master Boundary Agreement). **The City, in adopting Amendment #8, more specifically pursuant to terms of Attachment B, Condition #3, eliminated the requirement for the Applicant to reserve an area (Area #13) for construction of the 'Commercial Fishermen's Dock'. Thus, the City has determined**

that the needs of mooring owners originally displaced through construction of the Belfast Bridge, LLC project, and subsequently the Front Street Shipyard project, have essentially been addressed, thus, there is no further role for the Harbor Committee with respect to this concern.

- 15. City and DUBBA January 2011 Memorandum of Agreement:** Amendment #8 does not require any changes to terms of Condition #15 that was adopted as part of Amendment #7. Refer to Amendment #7, Attachment B, to review said terms for Condition #15.
- 16. Lay-Out of Turning Radius for Travel-Lift Pier, the Impact on Existing Floats and Moorings, and Use of the Travel-Lift.** Amendment #8 does not require any changes to terms of Condition #16 that was adopted as part of Amendment #7. Refer to Amendment #7, Attachment B, to review said terms for Condition #16.

**AMENDMENT #8
CONTRACT REZONING AGREEMENT
CITY of BELFAST CODE of ORDINANCES**

**BELFAST CITY COUNCIL
AMENDMENT #8 &
TERMS OF CONTRACT REZONING AGREEMENT
with DUBBA, LLC (APPLICANT)
FRONT STREET SHIPYARD PROJECT
MAP 11, LOT 132**

1) Parties to Agreement:

Applicant: DUBBA, LLC (hereinafter 'Applicant')
c/o Front Street Shipyard
101 Front Street
Belfast, ME 04915
Attn: J.B. Turner, Manager

City: City of Belfast (hereinafter 'City')
131 Church Street
Belfast, Maine 04915
Attn: Joseph J. Slocum, City Manager

- 2) Description of Property:** The Applicant owns a property identified by the City of Belfast as Map 11, Lot 132, located at 101 Front Street, the former Stinson Seafoods property. The property also includes lands leased to the Applicant by the City of Belfast, reference: a) the adopted Comprehensive Master Boundary Agreement between the City and the Applicant, and b) the Option to Lease Agreement which the Applicant and City entered in May 2013 to lease/sell the Applicant a portion of the City owned Front Street parking lot, which is part of Map 11, Lot 136, for the purposes of allowing the construction of Building #6.

- 3) Synopsis of City Action on Contract Rezoning Agreement and Amendments #3, #4, #5, #6 and #7 for the Front Street Shipyard Project.**

The Belfast City Council, at its meeting of March 1, 2011, approved terms of Amendment #3 to the Contract Rezoning Agreement that is in effect for a property the City identifies as Map 11, Lot 132. Amendment #3 to the Contract Rezoning Agreement was issued to DUBBA, LLC, doing business as Front Street Shipyard. Council approval of Amendment#3 occurred pursuant to requirements of the contract rezoning process stipulated in the City Code of Ordinances, Chapter 102, Zoning. The Council, in granting its approval of Amendment #3, considered and supported recommendations of the Belfast Planning Board and Belfast Harbor Committee. Amendment #3 revised certain terms of the Contract Rezoning Agreement entered in September 2005 between the City and Belfast Bridge, LLC, as said Agreement was amended (Amendment #2) on May 20, 2008.

Further, Amendment #3 stipulated work and improvements DUBBA, LLC would perform to comply with terms of a Memorandum of Agreement dated January 11, 2011, between DUBBA, LLC and the City regarding DUBBA, LLC's purchase of the property, and their intent to establish the Front Street Shipyard. Amendment #3 identified DUBBA, LLC's initial plans to construct project improvements, to reuse existing structures and grounds, and to establish uses on the site. Most approved work focused on marine improvements. DUBBA, LLC and the City, at the time Amendment #3 was adopted, both recognized and anticipated that the Applicant would submit a subsequent amendment to the Contract Rezoning Agreement to better address how the Applicant would propose to more fully develop and use the site.

The Belfast City Council, at its meeting of June 20, 2011, approved terms of Amendment #4 to the Contract Rezoning Agreement. Council approval of Amendment #4 occurred pursuant to requirements of the contract rezoning process stipulated in the City Code of Ordinances, Chapter 102, Zoning. The Council, in granting its approval, considered and supported recommendations of the Belfast Planning Board, Comprehensive Planning Committee, Harbor Committee and Intown Design Review Committee. Amendment #4 mostly addressed on-shore improvements the Applicant proposed, such as but not limited to: the construction of new buildings, the renovation of existing buildings, the lay-out of boat storage areas, the lay-out of parking areas, the location of utilities, and the lay-out of the Harbor Walk. It also included a limited number of marine improvements. Amendment #4 included Conditions of Approval Recommended by the Harbor Committee, Attachment B, and Conditions of Approval Recommended by the Planning Board, Attachment A. Amendment #4 also voided most terms of the original contract rezoning agreement (with Belfast Bridge, LLC) and the terms of Amendment #2 to said contract rezoning agreement.

The Belfast City Council, at its meeting of December 20, 2011, approved terms of Amendment #5 to the Contract Rezoning Agreement. Approval of Amendment #5 occurred pursuant to requirements of the contract rezoning process stipulated in the City Code of Ordinances, Chapter 102, Zoning. The Council, in granting its approval, considered and supported recommendations of the Belfast Harbor Committee and Planning Board. Amendment #5 involved the construction of marine improvements, mostly as series of marine floats, in the area located to the south of the Armistice Bridge and to the north of the northwesterly pier of the marine travel-lift pier located on the Shipyard property. Amendment #3, Attachment B, Condition #2 to the Contract Rezoning Agreement allowed the Applicant to make temporary use of the above marine waters to support Shipyard operations, and required that the Shipyard submit a specific plan for the long-term use of said waters by June 30, 2012. The marine improvements identified in Amendment #5 constitute a long-term plan for the use of these waters.

The Belfast City Council, at its meeting of March 6, 2012, approved terms of Amendment #6 to the Contract Rezoning Agreement. Approval of Amendment #6 occurred pursuant to requirements of the contract rezoning process stipulated in the City Code of Ordinances, Chapter 102, Zoning. Amendment #6 granted the Applicant the authority to expand the size of Building #1. The Intown Design Review Committee and subsequently the Planning Board reviewed the project proposal and offered recommendations to the City Council.

Planning Board recommendations are identified in Attachment A.

The Belfast City Council, at its meeting of February 5, 2013, approved terms of Amendment #7 to the Contract Rezoning Agreement. Approval of Amendment #7 occurred pursuant to requirements of the contract rezoning process stipulated in the City Code of Ordinances, Chapter 102, Zoning. The Belfast Harbor Committee and Planning Board reviewed the project proposal and offered recommendations. Amendment #7 involved the construction of marine improvements associated with the operation of a new 480 ton marine travel-lift. The main improvements permitted included: construction of two new piers for the new travel lift, both of which are located southerly of the existing piers; reconfiguring the lay-out of the floats located southerly of the travel-lift pier, the area between the travel-lift pier and Thompson Wharf; expanding the size of the on-shore marine wash basin to support the operation of the new travel-lift; and reconfiguring the shape and size of the turning radius in the inner harbor to support operation of the travel-lift. The Applicant also obtained approval to reconfigure the layout of several floats located adjacent to the dock on the Shipyard property located immediately to the south of the Armistice Bridge.

Also, as noted in Amendment #4, all future amendments to this contract will specifically refer to DUBBA, LLC as project owner and applicant, and the name of the project hereafter will be known as Front Street Shipyard.

4) Purpose of Amendment #8.

DUBBA, LLC, in late April 2013, submitted proposed Amendment #8 to the adopted Contract Rezoning Agreement between DUBBA, LLC and the City for the Front Street Shipyard project. The Belfast Zoning Board of Appeals, in May 2013, approved a requested variance to the City Floodplain Ordinance regarding the construction of Building #6, and Belfast Intown Design Review Committee, in May 2013, approved the proposed design for Building #6, including the proposed height of the building. In August 2013 DUBBA submitted its application for review by the Belfast Planning Board. The Belfast Planning Board, supported the decisions of the Zoning Board of Appeals and Intown Design Review Committee, and adopted its recommendations to the City Council in September 2013. Amendment #8 mostly identifies the Shipyard's proposal to construct Building #6 on the City owned Front Street parking lot, which is located on part of Map 11, Lot 136. Building #6 is particularly intended to serve vessels hauled by the new 480 ton marine travel-lift (reference Amendment #7). Building #6 is about 25,800 square feet in size and about 69 feet in height. A key provision of Amendment #8 considered by the Planning Board and the City Council is the Shipyard's revised approach to providing parking for employees and customers. The Shipyard estimates they likely will employ about 150 persons post the construction of Building #6.

5) City Code of Ordinance Requirements.

The Belfast City Council, in its review of Amendment #3, determined that the City has the authority to consider the Applicant proposal to develop this property pursuant to terms of a

contract rezoning agreement. With respect to Amendment #8, the Council considered the provisions of the applicable City Ordinances, and the recommendations of the Belfast Planning Board, Intown Design Review Committee and Zoning Board of Appeals in determining that the Applicant project is an allowed use and that it satisfies applicable Ordinance requirements, and also considered a request by the Applicant to amend certain provisions of Amendment #7, Attachment B, Harbor Committee Recommended Conditions of Approval, regarding construction of the 'Commercial Fishermen's Dock. The Ordinances the Council considered in its review of Amendment #8 are as follows:

- Chapter 102, Zoning, Article X, Contract Rezoning, Division 4, Waterfront Mixed Use zoning district and Waterfront Development shoreland district. The Council specifically noted that Section 102-1451 requires that the City and Applicant use the contract rezoning process for an application for a Use Permit, Site Plan Permit or Subdivision Permit for the property identified as Map 11, Lot 132, located at 101 Front Street, the former Stinson Seafoods property.
- Chapter 102, Zoning, Article V, District Regulations, Division 11.5, Waterfront Mixed Use zoning district.
- Chapter 82, Shoreland, Article IV, Districts, Section 82-135, Table of Uses for Waterfront Development Shoreland District, and **Shoreland standards for marine structures.**
- Chapter 78, Floodplain (Amendment 8)
- Chapter 90, Site Plan
- Chapter 98, Technical Standards.
- **Chapter 30, Marine Activities.**

6) Description of City Council Action:

The Belfast City Council conducted the public hearing and meetings associated with its review of Amendment #8 that are required by Chapter 102, Zoning, Section 102-1452(F). The Council conducted the First Reading regarding this proposal at its meeting of October 15, 2013. The Council, during the course of its review of the proposed Agreement, chose to make several amendments to the proposed Agreement. **As such, the Council conducted Second Readings and Public hearings regarding proposed Amendment #8 at its following meetings: November 6, 2013, November 19, 2013, December 3, 2013, and December 17, 2013.** The Council conducted the final Second Reading and Public Hearing regarding Amendment #8 at its meeting of **January ---, 2014.** The Council, at its meeting of **January ----, 2014,** found that the Applicant satisfied all requirements of Chapter 102, Zoning, Sections 102-1450 through 102-1454, and voted to approve Amendment #8 to Contract Rezoning Agreement, with the Council finding that Applicant use of the property was consistent with the uses permitted in previously granted Amendments to this Contract Rezoning Agreement. The Council also found that the improvements proposed by the Applicant in Amendment #8 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 completed its review at its meeting of **January -----, 2014**, at which time it voted to approve terms of Amendment #8 to the Contract Rezoning Agreement. The Council authorized the City Manager of the City of Belfast to enter into (sign) this Agreement on their behalf.

- 7) **Terms and Conditions of Approval:** Amendment #8 to the Contract Rezoning Agreement is subject to Applicant compliance with the following terms and conditions adopted by the City Council:
- 7.1 Amendment #8, Attachment A, Belfast Planning Board recommended Conditions of Approval, which the Planning Board reviewed and approved at its meeting of September 11, 2013, as such were reviewed and approved by the City Council.
 - 7.2 Amendment #8, Attachment B, Harbor Committee Recommended Conditions of Approval which the Harbor Committee recommended and which the City Council adopted as part of Amendment #7 to the Contract Rezoning Agreement. The Amendments to Attachment B, adopted through Amendment #8, involved the Council decision, as part of Amendment #8, to eliminate certain requirements in Attachment B regarding the proposed location and construction of the 'Commercial Fishermen's Dock'.**
 - 7.3 Plan Sheet C-0, Overall Site Plan Amendment #8, Contract Rezoning Agreement, dated June 16, 2011, as updated on **January ----, 2014**, prepared by Gartley & Dorsky Engineers for Amendment #8. This Site Plan was reviewed and approved by the Planning Board at its meeting of September 11, 2013. The City Council reviewed and approved the Plan at its meeting of **January -----, 2014**.
 - 7.4 Plan Sheet C-2, Front Street Shipyard, Building #6, Proposed Site Plan, dated June 14, 2011, as updated on -----, 2013, prepared by Gartley & Dorsky Engineers for Amendment #8. This Site Plan was reviewed and approved by the Planning Board at its meeting of September 11, 2013. The City Council reviewed and approved the Plan at its meeting of **January ----, 2014**.
 - 7.5 Plan Sheet C-3, Front Street Shipyard Building #6, Site Details, dated June 27, 2013, prepared by Gartley & Dorsky Engineers for Amendment #8. This Plan was reviewed and approved by the Belfast Planning Board at its meeting of September 11, 2013. The City Council reviewed and approved the Plan at its meeting of **January --- --, 2014**.
 - 7.6 Plan Sheet PK-1, Front Street Shipyard, Building #6, Parking Plan, dated June 27, 2013, prepared by Gartley & Dorsky Engineers for Amendment #8. This Parking Plan was reviewed and approved by the Planning Board at its meeting of September 11, 2013. The City Council reviewed and approved the Parking Plan at its meeting of **January -----, 2014**.

The Council action of **January ----, 2014** to adopt Amendment #8 shall result in modifying certain terms of prior Amendments adopted by the Council, specifically Amendment #3 adopted on March 1, 2011, Amendment #4 adopted on June 20, 2011, Amendment #5 adopted on December 20, 2011, Amendment #6 adopted on March 6, 2012, and Amendment #7 adopted on February 5, 2013. All terms of Amendment #3, Amendment #4, Amendment #5, Amendment #6, and Amendment #7 that were not modified in Amendment #8 shall remain in effect.

8) Comprehensive Master Agreement.

The Belfast City Council, at its meeting of March 6, 2012, adopted the Comprehensive Master Agreement that addresses property ownership, use and easement agreements between DUBBA, LLC and the City. The agreements are intended to address the Applicant's lease, purchase and/or use of City owned or controlled property and improvements, the City's lease, purchase and/or use of property owned by the Applicant or improvements that will be constructed by the Applicant, and the resolution of certain property issues of mutual interest. The terms of the Comprehensive Master Agreement shall serve as terms to implement certain requirements of this Contract Rezoning Agreement, and said terms shall be binding upon the respective parties. The terms of the Comprehensive Master Agreement shall replace terms identified in Amendment #3 and Amendment #4, Attachment A, Condition #25, that referenced DUBBA's and the City's commitment to enter a Boundary and Easement Agreement Plan. The approved Comprehensive Master Boundary Agreement is recorded in the Waldo County Registry of Deeds in Book 3684, Page 23.

The Belfast City Council, at its meeting of **January ---, 2014**, adopted amendments to the above referenced Comprehensive Master Agreement. The revisions identified amendments to the following existing sections of said Agreement, and also identified new Sections that were added to the Agreement. Sections of the Agreement which were revised include the following: Clause 3, Walkway in Area 6; Clause 4, Easement to City for Area 4 and Front Street Relief Walkway; Clause 5, Easement to City for Relief Walkway in Area 7; Clause 7, Easement to DUBBA for Use of Area 6; **Clause 15, Termination of Sublease Agreement**; and Clause 18, Operational Policies (Revisions). New Sections that were added to the Agreement include the following: Clause 22, Easement to City for Area 20 and 20(a) Relief Walkway; Clause 23, Easement to City for Area 15; Clause 24, Easement to City for Area 16; and Clause 25, Temporary Construction Easements to City. Further, the above approved revisions will be identified on a revised Plan that will be prepared by Gartley & Dorsky Engineers for the Master Boundary Agreement. The City Council authorizes the City Manager to sign the revised plan on its behalf and the revised plan shall be recorded in the Waldo County Registry of Deeds.

The Council, in adopting Amendment #8, chose to release the Applicant from requirements identified in Amendment #7, Attachment B, Harbor Committee Recommended Conditions of Approval regarding the location and construction of the 'Commercial Fishermen's Dock. The location of this 'Dock' was identified as reserve Area 13 on the Master Boundary Agreement. Pursuant to terms of Amendment #8, the amended Plan for the Comprehensive Master Boundary Agreement will no longer identify Area 13 as a reserve area for the 'Commercial Fishermen Dock'.

- 9) Option to Lease Agreement.** The Belfast City Manager, pursuant to authority granted by the City Council signed and executed an Option to Lease Agreement with the Applicant for certain City property, more particularly portions of the City owned Front Street parking lot, which is part of Map 11, Lot 136, for the purposes of providing property

on which the Applicant can construct Building #6 and associated improvements. The City and the Applicant executed this Option to Lease Agreement on May 22, 2013. This Option to Lease Agreement establishes the terms which the Applicant must satisfy to acquire the use of said City property. The Applicant must satisfy terms of this Agreement prior to the start of any construction of Building #6 which is approved in Amendment #8 to the contract rezoning agreement.

The Belfast City Council, at its meeting of **January ---, 2014**, approved amendments to the above referenced Option to Lease Agreement, and authorized the City Manager to sign and execute this Agreement. The amendments to the Agreement addressed Section L of the Agreement.

- 10) **Integration.** This Amendment #8, together with all attachments, in conjunction with Amendment #3, Amendment #4, Amendment #5, Amendment #6, and Amendment #7, 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.
- 11) **Assignment.** This Amendment #8, and all attachments hereto, in conjunction with Amendment #3, Amendment #4, Amendment #5, Amendment #6, and Amendment #7, together with all attachments, may not be assigned to any other person or entity without the express written consent of both parties hereto; provided however, DUBBA, LLC, hereby reserves the right to assign its rights to any legal entity controlled and majority owned by any combination of the existing members of DUBBA, LLC.

Any proposed change in the controlling ownership prior to the completion of all approved site improvements shall require review and approval by the Planning Board and City Council as an amendment to the approved Contract Rezoning Agreement to ensure that the new owner has the financial and technical ability to perform the responsibilities established by this Agreement. Post the completion of all site improvements, a new owner must demonstrate that they have the financial and technical ability to successfully operate the approved project. The Conditions of Approval in the Contract Rezoning Agreement shall be binding on the Applicant and any and all future owners of this property.

- 12) **Enforcement.** The following provisions shall apply to enforcement of the terms of this Contract Rezoning Agreement, Amendment #8:

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 of Belfast may enforce any violation of the terms and conditions in **Amendment #8 and all attachments hereto**, Amendment #7 and all attachments hereto, Amendment #6 and all attachments hereto, Amendment #5, and all attachments hereto, Amendment #4, and all attachments hereto, and Amendment #3, 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 80K 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 DUBBA, LLC fails to substantially cure violations after receipt of written notice from the City demanding cure within 30 days of

**AMENDMENT # 4
ADOPTED ATTACHMENT A
CONDITIONS of APPROVAL
CONTRACT REZONING AGREEMENT**

**RECOMMENDED by BELFAST PLANNING BOARD
TO BELFAST CITY COUNCIL
ADOPTED BY PLANNING BOARD ON JUNE 15, 2011
AS REVISED BY CITY COUNCIL ON JUNE 21, 2011**

**DUBBA, LLC (APPLICANT)
FRONT STREET SHIPYARD PROJECT
MAP 11, LOT 132**

**CITY COUNCIL ACTION REGARDING CONDITIONS OF APPROVAL,
ATTACHMENT A RECOMMENDED BY BELFAST PLANNING BOARD.**

The Belfast City Council, at its meeting of June 21, 2011, voted to approve Amendment #4 to the Contract Rezoning Agreement to allow DUBBA, LLC to construct the Front Street Shipyard project. The Council, in adopting his Agreement, voted to require that the Applicant comply with Conditions of Approval recommended by the Belfast Planning Board, Attachment A, as such were adopted by the Planning Board at its meeting of June 15, 2011, and as such were amended by the City Council at its meeting of June 21, 2011. The following Attachment A, Conditions of Approval, recommended by the Planning Board, as such were adopted by the Council, are identified in Section 6.a) of the Council's Contract Rezoning Agreement as requirements of the adopted Agreement.

INTRODUCTION TO & PURPOSE OF AMENDMENT #4.

The Belfast City Council, on March 1, 2011, approved terms of Amendment #3 to the Contract Rezoning Agreement that is in effect for a property the City identifies as Map 11, Lot 132. Amendment #3 to the Contract Rezoning Agreement was issued to DUBBA, LLC, doing business as Front Street Shipyard. Amendment #3 revised certain terms of the Contract Rezoning Agreement entered in September 2005 between the City and Belfast Bridge, LLC, as such Agreement was amended (Amendment #2) on May 20, 2008. Further, Amendment #3 stipulated work and improvements DUBBA, LLC would perform to comply with terms of a Memorandum of Agreement dated January 11, 2011, between DUBBA, LLC and the City regarding DUBBA, LLC's purchase of the property, and their intent to establish the Front Street Shipyard.

Amendment #3 identified DUBBA, LLC's initial plans to construct project improvements, to reuse existing structures and grounds, and to establish uses on the site. Most approved work

focused on marine improvements. The approved improvements included but were not limited to: constructing a marine travel lift pier that can support a 150/165 ton travel-lift, constructing floats adjacent to the travel-lift pier, reserving an area for construction of the 'commercial fishermen's dock', constructing a marine wash basin, and establishing the use of the property as a boat repair, boat storage, boat refitting and boat building operation. DUBBA, LLC and the City both recognized and anticipated that the Applicant would submit a subsequent amendment (Amendment #4) to the Contract Rezoning Agreement to better address how the Applicant would propose to more fully develop and use the site; for example, the location and design of all buildings, the location of parking, the location of the Harbor Walk, and similar concerns.

DUBBA, LLC, in April 2011, submitted Amendment #4 to the Contract Rezoning Agreement. Pursuant to requirements of the contract rezoning process stipulated in the City Code of Ordinances, Chapter 102, Zoning, the Belfast Comprehensive Planning Committee, Belfast Harbor Committee, and Belfast Intown Design Review Committee reviewed the project proposal and offered recommendations to the Belfast Planning Board. Amendment #4 mostly addresses on-shore improvements the Applicant proposes, such as but not limited to: the construction of new buildings, the renovation of existing buildings, the lay-out of boat storage areas, the lay-out of parking areas, the location of utilities, and the lay-out of the Harbor Walk. Although most improvements are proposed for the on-shore area, Amendment #4 does involve a limited number of marine improvements. The Belfast Harbor Committee considered the appropriateness of such marine improvements; reference Attachment B to this Agreement.

PLANNING BOARD DECISION

The Belfast Planning Board, pursuant to requirements of the City Code of Ordinances, Chapter 102, Zoning, Article X, Contract Rezoning, Division 4, Waterfront Mixed Use zoning district and Waterfront Development shoreland district, is responsible for preparing a Contract Rezoning Agreement for presentation to the City Council as a proposed Contract Rezoning Ordinance amendment. Said Agreement must define specific terms that the Applicant must satisfy, including but not limited to the uses permitted for the site, permitted structures, required site plan improvements, a schedule for the construction of public and private improvements, and a list of all conditions that apply to this application.

The Planning Board, per requirements of the Chapter 102, Zoning, Article 10, Contract Rezoning, Division 4, at its meeting of June 15, 2011, adopted Conditions of Approval that it is recommending the Belfast City Council adopt as provisions of Amendment #4; reference this Attachment A. The Planning Board recommends that the Council require DUBBA, LLC (hereafter Applicant) to satisfy the following Conditions of Approval as requirements of Amendment #4 to the adopted Contract Rezoning Agreement. It is expected that the Applicant must comply with these Conditions to obtain all building permits and subsequently occupancy permits for project development. Planning Board review and approval includes its review and approval of a site plan entitled Front Street Shipyard dated June 3, 2011, prepared by Gartley-Dorsky Engineers.

The Board, in recommending its approval of Amendment #4, endorses Conditions of Approval recommended by the Harbor Committee, reference Attachment B, and Conditions of Approval

recommended by the Intown Design Review Committee; reference Condition # 5 of this Attachment A. The terms of Amendment #4, in conjunction with the terms of Amendment #3, shall constitute the terms of the Contract Rezoning Agreement that shall apply to the Front Street Shipyard project. Further, the adoption of Amendment #4 shall result in voiding the terms of the original 2005 Contract Rezoning Agreement entered with Belfast Bridge, LLC, as such was amended in 2008 (Amendment #2).

PLANNING BOARD CONDITIONS OF APPROVAL

The specific Conditions of Approval that the Planning Board recommends that the Council adopt as requirements of Amendment #4 to this Contract Rezoning Agreement are stipulated in Conditions 1 – 28, below.

1. CITY PERMIT APPROVAL

The Belfast Planning Board, after consideration of recommendations offered by the Belfast Comprehensive Planning Committee, Belfast Harbor Committee and Belfast Intown Design Review Committee, at its meeting of June 15, 2011 granted approval of the terms and Conditions of Approval it is recommending to the City Council for Amendment #4 to the adopted Contract Rezoning Agreement to allow DUBBA, LLC, (hereinafter Applicant) to construct the Front Street Shipyard project. Planning Board review and approval of this project included its review and approval of the Overall Site Plan entitled Front Street Shipyard project dated June 3, 2011 prepared by Gartley-Dorsky Engineers.

The terms of Amendment #4, in conjunction with the terms of Amendment #3 (adopted March 1, 2011) shall constitute the terms of the Contract Rezoning Agreement that shall apply to the Front Street Shipyard. Further, the adoption of Amendment #4 shall result in voiding the terms of the original Contract Rezoning Agreement (adopted September 20, 2005) entered with Belfast Bridge, LLC, and Amendment #2 to this Contract (adopted May 20, 2008).

The Board considered the project proposed by DUBBA, LLC and Amendment #4 to the adopted Contract Rezoning Agreement pursuant to Sections 102-1450 through 1456 of the City Code of Ordinances that apply to both the Waterfront Mixed Use zoning district and the Waterfront Development shoreland district. The recommended terms and conditions established through Amendment #4 regulate the uses the Applicant can conduct and the development and improvements the Applicant can construct, on property identified as Map 11, Lot 132, the former Stinson Seafoods property located on Front Street, and on certain City owned lands located adjacent to the project site which the City is granting the Applicant certain rights to use.

Any proposal to amend the terms of this Contract Rezoning Agreement, as such was approved through Amendment #4, shall require City review and approval through the applicable steps of the City contract rezoning process. Notwithstanding this provision, the Planning Board, as stipulated in several of the respective conditions in Attachment A, is

recommending that the final location and construction standard of certain activities and improvements be determined by identified City Departments and governmental bodies working in concert with the Applicant.

2. **CHANGE IN APPLICANT**

Amendment #4 to this Contract Rezoning Agreement was granted to DUBBA, LLC (Applicant) doing business as Front Street Shipyard. Any proposed change in the controlling ownership prior to the completion of all site improvements shall require review and approval by the Planning Board and City Council as an amendment to the approved Contract Rezoning Agreement to ensure that the new owner has the financial and technical ability to perform the responsibilities established by this Agreement. Post the completion of all site improvements, a new owner must demonstrate that they have the financial and technical ability to successfully operate the approved project. The Conditions of Approval in the Contract Rezoning Agreement shall be binding on the Applicant and any and all future owners of this property.

3. **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 all parties other than the City. If any such permits apply 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, or the start of work authorized by a City permit.

The Applicant shall abide by terms of all state, federal and quasi-public agency (non-City) permits that are required for this project. If any conditions or requirements imposed by said entities differ or conflict with requirements established by the City, the Applicant shall inform the City of these 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.

Also, 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.

4. **USE OF BUILDINGS & CONSTRUCTION SCHEDULE**

The buildings identified on the site plan shall only be used for the uses identified in this Condition, and the construction of the respective buildings shall be completed by the respective dates identified in this Condition. The Applicant shall work with the City Code Enforcement Officer and appropriate other authorities to ensure that the buildings that are constructed comply with local, state and federal guidelines that may apply to the use and construction of the respective buildings. Any change in these uses, or the identified construction schedule shall require review by the Planning Board and City Council as an amendment to the Contract Rezoning Agreement.

Building # 1. The Applicant, pursuant to terms of the Memorandum of Agreement between DUBBA, LLC and the City dated January 11, 2011, demolished the former Building #1 in February 2011. The Applicant intends to construct a replacement structure on a footprint, about 11,700 square feet in size, which is similar in size to the former Building #1. The Applicant intends to use the first floor of Building #1 for boat storage and boat repair. The Applicant also may construct a second floor in this Building which it can use for ancillary uses to its boat repair, boat storage, boat refitting and boat building operations. Further, the building can be used for industrial uses, such as but not limited to those performed by Kenway Corporation. The Building, however, cannot be used for any type of residential, restaurant, or retail use unless specifically approved as an amendment to this Contract.

Post demolition of Building #1, the Applicant shall install and properly maintain temporary measures to prevent erosion and sedimentation. By October 1, 2011, the Applicant shall construct the concrete retaining wall for Building #1, and compact all fill installed in this area. Post construction of the retaining wall and the installation of compacted fill, the Applicant can use this area for boat storage and employee parking. By October 1, 2012, the Applicant shall complete construction of Building #1.

Building # 2. The Applicant, in June 2011, as permitted by the Intown Design Review Committee and Planning Board, demolished existing Building #2. The Applicant intends to construct a replacement structure. The Applicant shall have until October 1, 2014 to submit its plans and building design for a replacement structure, and shall have until October 1, 2015 to complete construction of a replacement structure. Said building design plans shall require the review and approval of the Intown Design Review Committee, Planning Board and City Council as an amendment to this Agreement. Further, the Applicant shall demonstrate how the new Building shall comply with requirements of Chapter 78, Floods. Any request to extend the time periods stipulated above shall require review as an amendment to this Agreement.

Notwithstanding the time allowed for reconstruction of Building #2, the Applicant, by April 1, 2012, shall complete the reconstruction of the existing pile supported pier on which Building #2 is located, including the area that will be used for the Harbor Walk. This improvement does not include the expanded dock located adjacent to this pier that was approved by the Harbor Committee in Amendment #4.

The Applicant may use Building #2 for uses directly related to its operation of a boat storage, boat repair, boat refitting and boat building facility. That said, any proposal to use this Building for a residential use, including short-term living quarters, or for uses not directly related to its marine operations, shall require the review and approval of the City as an amendment to this Agreement.

Building # 3. The Applicant may use existing Building #3, which is about 6,876 square feet in size, for any use specifically associated with its operation of a boat repair, boat refitting, boat storage and boat building facility, including industrial uses, such as but not limited to those performed by Kenway Corporation. The Applicant intends to install new

siding and a new roof on this building, and to make interior improvements. The Applicant shall complete work on this Building by December 31, 2011.

Building # 4A. The Applicant intends to demolish the former loading dock that connected Buildings #3 and #4 and to construct a new and larger replacement building. The Applicant may use replacement Building #4A, which is about 10,891 square feet in size, for any use specifically associated with its operation of a boat repair, boat storage, boat refitting and boat building facility, including industrial uses, such as but not limited to those performed by Kenway Corporation. The Applicant shall complete the construction of Building #4A by December 31, 2011.

The Board, in allowing the reconstruction of this Building, recognized that the Applicant must obtain a variance from the Zoning Board of Appeals from certain flood requirements to allow construction as proposed. The Zoning Board of Appeals, at its meeting of June 16, 2011, granted a variance from certain flood construction requirements identified in Chapter 78, Floods, for the construction of Building #4A. The Applicant shall comply with all requirements imposed by this variance; reference Condition of Approval #5.

The Applicant shall cooperatively work with the City to allow the City to replace an existing storm drain culvert located under Building #4A after the time when Building #4A is demolished and prior to its reconstruction.

Building #4. The Applicant, until June 1, 2012, may use Building # 4, in its current condition (June 2011), for any use specifically associated with its operation of a boat repair, boat storage, boat refitting and boat building facility, including industrial uses such as but not limited to those performed by Kenway Corporation. The Applicant, by June 1, 2102, shall make improvements to the exterior of Building #4 so that the appearance of this Building is consistent with the design approved by the Intown Design Review Committee (Condition 6 of this Agreement). Building #4 is about 14,319 square feet in size.

Building #5. Building #5 is a new building that is about 22,400 square feet in size, and it is about 55 feet in height. The height of Building #5 exceeds the standard building height of 35 feet that applies to the Waterfront Mixed Use zoning district and Waterfront Development shoreland district, however the increased height was specifically permitted by both the Intown Design Review Committee and the Planning Board through the flexible height standard that may apply to a Contract Rezoning Agreement. Building #5 will be located on property currently owned by the City of Belfast. The City Council, in May 2011, adopted a motion stating its intent to enter a lease/purchase agreement for this property with the Applicant.

The Applicant may use Building #5 for any use specifically associated with its operation of a boat repair, boat storage, boat refitting and boat building facility, including industrial uses, such as but not limited to those performed by Kenway Corporation.

The Applicant shall complete construction of Building #5 by June 1, 2012. The construction of Building #5 also involves the demolition of an existing City building, the

former Railroad Round-house structure. The City Council, at its meeting of June 7, 2011, granted the Applicant a license to demolish the Railroad structure. The Applicant shall obtain a demolition permit for this work and shall ensure that all demolition materials are properly disposed of. Further, the Applicant shall ensure that all construction activities satisfy all requirements established by the DEP and/or EPA regarding the management of contaminated soils and/or materials.

The Board, in allowing the reconstruction of this Building, recognized that the Applicant must obtain a variance from the Zoning Board of Appeals from certain floodplain requirements to allow construction as proposed. The Zoning Board of Appeals, at its meeting of June 16, 2011, granted a variance from certain flood construction requirements identified in Chapter 78, Floods, for the construction of Building #4A. The Applicant shall comply with all requirements imposed by this variance; reference Condition of Approval #5.

Out-Buildings. The approved site plan identifies the location of two out-buildings which the Applicant may construct and use permanently. These include a building that will be used for wood storage that is located near Building #3 near the Harbor Walk, and a small building that will be used for employees that manage dock-side operations. This later building is located near Building #4 near the Harbor Walk.

Temporary Construction Buildings. The Applicant, until June 1, 2012, may use two temporary buildings on-site during project construction to provide space for services that cannot be accommodated in any of the proposed buildings during project construction. One building may be used for an office, and the second to provide amenities for clients, such as showers, laundry and similar services. The Applicant shall ensure that all needed utility services are properly provided to these temporary buildings and shall obtain a permit from the Code Enforcement Officer for the placement of said buildings on the property.

Other Temporary Buildings. The City recognizes that boat owners may wish to temporarily store a trailer van on the site to help store equipment associated with their vessel. The Applicant may allow such storage for a maximum period of 1 year. Further, the Applicant shall ensure that the location of the storage trailers do not interfere with use of the Harbor Walk, or adversely affect the overall appearance or functional use of the storage yard and facility.

In addition, the City recognizes that the Applicant from time to time may want to construct a temporary enclosure around a vessel to facilitate work on said vessel. Such temporary enclosures are permitted.

Any other request to locate a temporary structure on the site shall require the Applicant to request approval from the Belfast City Council. The Council can consider and act to approve, deny or modify the request, provided the Council conducts a public hearing for which a minimum of 10 days notice has been provided and provided the Council notifies the Chair of the Planning Board of the pending request and provide an opportunity for the Board to comment on said request.

5. FLOOD VARIANCE – BUILDING #4A AND #5

The Belfast Zoning Board of Appeals, at its meeting of June 16, 2011, granted the Applicant a Variance pursuant to City Code of Ordinances, Chapter 78, Floods, Section 78-38, from certain flood construction requirements for the construction of Building #4A and Building #5. The Zoning Board of Appeals has issued a variance for each of the respective buildings. Said variance shall be considered as a condition of this Contract Rezoning Agreement and is included as part of Attachment A. Further, these variances, as required by Chapter 78, shall be recorded in the Waldo County Registry of Deeds. The Applicant shall be responsible for compliance with requirements of said variances in the construction of Building #4A and #5, and shall demonstrate to the satisfaction of the City Code Enforcement Officer that the construction of the respective buildings satisfies both other requirements of Chapter 78, Floods, and the respective requirements of the City Building Code for construction within the floodplain.

6. BUILDING DESIGN

Buildings #1, #3, #4A, #4 and #5. The design of these respective buildings shall comply with the design plans approved by the Intown Design Review Committee and endorsed by the Belfast Planning Board, reference drawings prepared by John Hansen, Architect, including the following:

- A.4.1 and A.4.2 for Building #1,
- A.4.1 for Buildings #3, #4A and #4, and
- A.4.1 and A.4.2 for Building #5.

A copy of said drawings shall be recorded in the Waldo County Registry of Deeds as a requirement of the Contract Rezoning Agreement. Any proposed change in the materials used to construct any of the individual buildings or a change in the design of any of the individual structures shall require the review and approval of the Intown Design Review Committee, the Planning Board, and the City Council as an amendment to this Contract Rezoning Agreement.

Building #2. The Applicant has demolished existing Building #2. The Applicant intends to construct a replacement structure. The Applicant, by October 1, 2014, shall submit plans to the City to depict the proposed design and construction of this building. The Applicant cannot construct a replacement structure until the City, acting through its Intown Design Review Committee, Planning Board and City Council, have approved the design of Building #2 as an amendment to this Contract Rezoning Agreement.

7. SEWER.

The Applicant shall ensure that all buildings that will use public sewer are properly connected to public sewer. An occupancy permit shall not be granted for the use of a respective building (that is to be connected to public sewer) until a proper connection is provided. Also, Amendment #3 to this Agreement identified requirements that apply to the provision of sewer service to the marine wash basin.

The Applicant shall work with appropriate City staff to obtain the inspection of each sewer connection. The Applicant also shall obtain the required road opening permit from the Department of Public Works for any work that may occur within a City street and provide the accompanying performance guarantee that may be required for such work in the City street.

8. WATER SERVICE.

The Applicant shall present evidence to the City Code Enforcement Officer that the Belfast Water District has approved of the proposed method to provide public water to the respective buildings that will be connected to the public water supply, and the manner in which such buildings were connected to the public water service. An occupancy permit shall not be granted for the use of a respective building (that is to be connected to public water) until a proper connection is provided. Also, Amendment #3 to this Agreement identified requirements that apply to the provision of water service to the marine wash basin, the travel-lift pier and accompanying floats.

The Applicant shall obtain the required road opening permit from the Department of Public Works and provide the accompanying performance guarantee that may be required for any work involved with the provision of water service that may impact an existing City street.

9. UTILITY SERVICE.

The Applicant shall install all utilities in accordance with specifications identified on the approved site plan, and shall complete the installation of said utilities prior to issuance of an occupancy permit for any respective building. The Applicant shall coordinate the replacement of the existing overhead utility service on Front Street and the installation of the new underground utilities with the City Department of Public Works. The Applicant shall obtain the required road opening permit from the Department of Public Works and provide the accompanying performance guarantee that may be required for any work involved with the provision of utility services that may occur within an existing City street. Further, the City and Applicant shall work cooperatively to allow the potential extension of the Applicant's electric service improvements (reference site plan) to serve the 'commercial fishermen's dock' and Thompson's Wharf area.

10. SOLID WASTE DISPOSAL & LITTER.

The Applicant intends to install one or more dumpsters on the site in the locations shown on the site plan to collect and dispose of solid wastes. The dumpsters shall either be located in an enclosed building or shall be located within a four sided enclosure that consists of a 6 foot high wooden stockade fence. The Planning Board authorizes the Code Enforcement Officer to work with the Applicant to allow modifications in the location of said dumpsters. At least one dumpster shall be provided on the site prior to the issuance of an occupancy permit for any of the buildings on the site.

The Applicant shall ensure that all wastes are routinely collected and disposed of in a sanitary manner so that offensive odors are controlled, and so that waste and litter does not become a public nuisance. The Applicant shall ensure that the site is free of litter, and shall regularly remove litter from the site to comply with this requirement.

11. HAZARDOUS WASTE:

The Applicant shall arrange for the collection and disposal of all hazardous waste that may be generated on the site or found on the site during project construction, and shall comply with all state and federal requirements which may govern such collection and disposal.

In particular, the boat repair, boat storage, boat refitting and boat building operations shall comply with all state and federal regulations regarding the proper handling and disposal of hazardous materials and in the Applicant's use of such materials in servicing or building boats. The Applicant, if requested by the City, shall provide evidence to the City Code Enforcement Officer that all wastes classified as hazardous that are involved in the boat repair, boat refitting, boat storage and boat building operations are being handled properly.

The Applicant shall ensure that all operations that occur in marine waters comply with all state and federal requirements for the proper handling of any hazardous or special waste.

The Applicant and the City are aware that there may be hazardous wastes on portions of this site (and on the City property on which Building #5 is located), and that project construction in such areas must comply with applicable state and federal requirements. The City requires that if any development associated with this project results in the discovery of a hazardous waste or condition, that the Applicant must immediately alert the City Code Enforcement Officer and State Department of Environmental Protection of the presence of hazardous materials, and all construction activities in the affected area shall cease until a course of action to correct the problem is identified.

12. STORMWATER MANAGEMENT:

The Applicant shall construct the stormwater improvements identified on the approved site plan. Stormwater improvements identified for the storage yard and parking areas shall be completed in concert with grading work that is completed. Stormwater improvements associated with specific buildings shall be completed as the respective buildings are constructed.

The Applicant and City shall cooperatively work to replace and/or repair the existing public stormwater culvert that exists under Building #4A and potentially to make improvements to public stormwater facilities at other locations on the Applicant property (including property the City may lease or sell to the Applicant). Olver Associates, City Engineer, on the date this Contract Agreement was approved, is identifying how best to manage stormwater from public facilities, and the potential need to repair and/or replace such stormwater facilities. The City Council (and Planning Board) specifically authorizes the City Council, Public Works Department and Code and Planning Department to cooperatively work with the

Applicant and Olver Associates to address how best to make improvements to publicly owned stormwater facilities to help manage stormwater. Said stormwater improvements can occur without further review or amendment to this Agreement.

The Applicant shall coordinate construction of stormwater improvements with the City Department of Public Works, and shall obtain a road opening permit and post any performance guarantee in the amount specified by the Superintendent of Public Works that may be required for any work that may impact Front Street or other City property. The Code Enforcement Officer also has the authority to require the Applicant to provide a certificate of construction from a licensed civil engineer licensed to practice in the State of Maine certifying that private stormwater improvements have been constructed to the specifications identified on the approved Final Plan.

13. EROSION AND SEDIMENTATION CONTROL.

The Applicant shall ensure that project construction and demolition activities do not adversely effect water quality or result in sedimentation of the Passagassawaukeag River, and shall use appropriate erosion and sedimentation control measures to prevent such adverse effects. All construction activities also shall conform to State Department of Environmental Protection and Army Corps of Engineer requirements, including any restrictions that may apply to when construction activities can occur.

14. PARKING.

The approved Site Plan includes a Parking Layout plan for the Shipyard project; reference Plan Sheet entitled 'Park' prepared by Gartley-Dorsky Engineers, a copy of which is on file at the Code and Planning Department. The Applicant shall generally manage the areas in which employees and visitors park in accordance with this plan. The City specifically recognizes that the approved Parking Layout plan is not a 'traditional' parking plan. All on-site parking spaces may use a gravel surface and none (except handicap spaces) of the spaces are required to be striped or to be identified by improvements such as curb-stops or signage. The City recognizes that this is an active boatyard/shipyard. The City recognizes that the Applicant will use the available areas on the site to provide parking for employees and visitors, and that the location of parking on the site may shift from time to time based on factors such as but not limited to the number and size of boats being serviced or stored and the time of year.

The Parking Layout Plan identifies the location of handicap accessible parking spaces. The location of said spaces shall always be maintained and shall be identified by appropriate signage.

The City requires that the Applicant employ reasonable measures to ensure employees and visitors park in the designated areas on the Applicant property. The City, however, understands that employees and visitors, from time to time, may park in the City owned Front Street parking lot. Applicant use of the Front Street parking lot is allowed, but it

generally should be considered a reserve (overflow) parking area and not a prime parking area for its operations.

The Applicant shall maintain all parking areas in good condition and shall ensure that snow is regularly removed from parking areas.

At no time shall any employee or visitor of the Shipyard park on Front Street or interfere with the public use of Front Street, nor shall any employee or visitor park in such a manner as to interfere with the use of the Harbor Walk. Further, Shipyard employees and visitors shall not park in the public parking lot which the City plans to construct for the Armistice Bridge.

The Parking Layout plan provided by the Applicant identifies the availability of 93 spaces. This number of spaces should be sufficient to provide adequate parking for about 100 employees and visitors. If the Applicant employs more than 100 persons, the Applicant shall voluntarily approach the City to discuss the adequacy of on-site parking. If problems are identified, the Applicant shall identify measures they can implement to better manage on-site parking. The Planning Board and City Council shall review information provided by the Applicant. The Planning Board shall issue a recommendation to the Council and the Council shall determine if the Applicant is required to construct any improvements and/or implement any changes in how to manage on-site parking to address identified issues.

15. CONSTRUCTION OF STORAGE YARD & YARD MAINTENANCE.

The Applicant shall construct all areas that will be used for outside boat storage to standards identified on the Final Site Plan, and shall maintain such areas in good working condition. The City recognizes that most storage areas will remain a gravel surface.

16. FRONT STREET & FRONT STREET – PIERCE STREET INTERSECTION (Off-site Improvements)

The City does not require that the Applicant (DUBBA, LLC) make any specific improvements to Front Street or the Front Street – Pierce Street intersection as a condition of this Contract Rezoning Agreement. That said, both the Applicant and the City recognize that the Applicant intends to use Front Street as a prime means of moving boats and other materials for their operations, and that Front Street provides the only street (road) access to their facility. The City requires the Applicant to use caution and to employ appropriate safety measures when moving boats on Front Street, and to consult with the Department of Public Works and City Police Department regarding how best to address concerns regarding public safety.

17. MARINE/WATERFRONT CONSTRUCTION.

The Applicant's use of the project's marine facilities shall comply with terms and conditions established by the Belfast Harbor Committee, as such were reviewed and approved by the Planning Board and City Council. These Conditions of Approval are

included as Amendment # 3, Attachment A and Attachment B, Conditions of Approval, and Amendment #4, Attachment B, Conditions of Approval. The terms also allow the Applicant to install a boat pump-out facility, provided permits are obtained from the Code Enforcement Officer and the Belfast Wastewater Treatment facility.

It is specifically recognized that the terms of Amendment #3, Attachment B, identified requirements associated with construction of the 'Commercial Fishermen's Dock'. Amendment #3, Attachment B, Condition #3, Location and Construction of Commercial Fishermen's Dock, specifically references certain provisions of the original 2005 Contract Rezoning Agreement with Belfast Bridge, LLC, as such was amended in 2008 (Amendment #2), that apply to the construction and location of this 'Dock'. It is specifically noted that even though the adoption of Amendment #4 voids the above referenced 2005 and 2008 Contract Rezoning Agreement, this action shall not void any requirements identified in Amendment #3 as such pertains to the 'Commercial Fishermen's Dock'.

Any change in the use or construction of the project's marine facilities shall require the review of the Belfast Harbor Committee, Planning Board and City Council as an amendment to this Contract Rezoning Agreement.

18. LANDSCAPING.

The City has not established a specific landscaping plan which it requires the Applicant to implement. In lieu of such a requirement, the City requests that the Applicant consider identifying areas in which landscaping could be appropriate (and not interfere with Applicant operations), and to pursue installing appropriate landscaping in these areas. These areas include but are not necessarily limited to: the two islands located adjacent to Front Street that separate the boat storage area (Building 4 area) from Front Street; the triangularly shaped areas near Front Street for Buildings #3 and #4 that are not identified as a parking area or similar improvements; and the areas located to the inland side of the Harbor Walk and adjacent to Buildings #3, #4A and #4. The Applicant shall work cooperatively with the City Planner and Code Enforcement Officer to identify the type of planting that may occur. The intent of this Condition is to provide flexibility to the Applicant in identifying and implementing reasonable measures to soften the appearance of the site.

19. EXTERIOR LIGHTING.

The Applicant shall install the exterior lighting identified on the approved Site Plan. Most of this lighting consists of wall-packs mounted on buildings. As such, lighting shall be installed as building improvements occur. All lighting will be down-directed and shielded with appropriate cut-offs. Any lighting that is installed shall not cause glare on a public street, an adjacent property or adversely impact navigation in Belfast Harbor.

20. PUBLIC ACCESS & IMPROVEMENTS.

The City and Applicant shall work cooperatively to facilitate construction of the Harbor Walk through the Applicant site, both on Applicant property and City property, and to allow public use of the Harbor Walk and/or its relief walkways at all times. The Applicant and the City, by June 1, 2012, shall jointly establish an operational policy that defines how use of the Walk can occur, including when and how the Applicant can temporarily close the Harbor Walk.

The City, through this Agreement, notes that it has eliminated most requirements stipulated in the original Contract Rezoning Agreement (2005) and the Amendment #2 (2008) to this Agreement (with Belfast Bridge, LLC) that required the Applicant to both construct and maintain said Walk. The requirements that now apply to the Applicant regarding the construction, maintenance and use of the Harbor Walk are identified in this Condition.

20.1 Building #1 and #2 Area.

The Applicant shall construct and maintain the portion of the Harbor Walk that is located on the pile supported dock/pier (the equivalent of a boardwalk) located on the marine side of Building #1 and Building #2; the area shown as area 4 on the Boundary and Easement Agreement Plan prepared by Gartley-Dorsky Engineers. The Applicant shall be responsible for constructing a wooden deck (a boardwalk) that is at least 14 feet in width and constructing railings with a cap that satisfy all building code requirements. The City recognizes that the Applicant may choose to construct a removable 'bridge section' to span the boat launch ramp area located between Buildings #1 and #2 and that the Applicant may periodically remove this 'bridge section' for short periods of time to better allow use of the launch ramp. The Applicant shall complete construction of the above improvements by April 1, 2012.

The City shall be responsible for constructing and maintaining a wooden ramp, to handicap accessible standards, on the wooden deck that provides access between the 'boardwalk' and the Armistice Bridge. This ramp must address an elevation change of about 6 feet between the 'boardwalk' and the Armistice Bridge. It is expressly understood that the construction of this ramp shall not interfere with Applicant use and access to the existing pier/wharf (in the marine waters in front of Building #1) connected to the 'boardwalk'. The constructed ramp will be about 12' in width. The City and Applicant shall work cooperatively regarding the design of this ramp, and the design and location of lighting and signage for the Walk. The Applicant shall provide reasonable opportunities for the City to install lighting and signage for the Walk. The City shall be responsible for the cost to install lighting and signage and to maintain such.

The Applicant, pursuant to terms of the Boundary and Easement Agreements, reference Condition 25, Section 25.3, shall grant the City a perpetual easement to use this area for the Harbor Walk. This easement shall establish that the public can use the Walk year-round and 24 hours per day. This easement also shall establish that persons (the public) that use the Harbor Walk must respect Shipyard operations. As such, the Shipyard shall have the

authority from time-to-time to close public access to the Walk if operations it is conducting in the area may cause concerns regarding public safety. If the Shipyard temporarily closes access to the Walk, it shall erect needed barricades to close access and shall erect signage directing the public to alternative pedestrian amenities.

20.2 Thompson Wharf to 'Boardwalk' Section of Walk.

The City shall be responsible for constructing and maintaining the section of the Harbor Walk that extends from the Thompson Wharf area to the 'boardwalk' section identified in 20.1 above. This section of the Walk shall be constructed within the City owned land, the former railroad right-of-way; reference area 6 shown on the Boundary and Easement Agreement Plan prepared by Gartley-Dorsky Engineers (Condition 25, Area 6). The parties recognize that the final design of the Walk is not yet been completed, but the City anticipates constructing a multi-use path that likely will have an asphalt surface that is 10 – 12 feet in width. The Applicant and the City shall cooperatively work regarding the design and construction of this section of the Walk.

This section of the Walk also includes the marine wash basin that the Applicant is constructing. The Applicant and the City recognize that the concrete surface of the wash basin will be used as part of the Harbor Walk. The Applicant and the City shall work cooperatively to identify surface treatments that can be used on the wash basin to inform the public that it is acceptable and intended that they walk on the wash basin as part of the Harbor Walk.

The Applicant shall have the right to freely cross this section of the Walk, however, the Applicant shall not store or park any materials or boats on this section of the Walk. The City intends that this section of the Harbor Walk will be available for public use year-round 24 hours per day. The City also recognizes that persons (the public) that use the Harbor Walk must respect Shipyard operations. As such, the Shipyard shall have the authority from time-to-time to close public access to the Walk if operations it is conducting in the area may cause concerns regarding public safety. If the Shipyard temporarily closes access to the Walk, it shall erect needed barricades to close access and shall erect signage directing the public to alternative pedestrian amenities.

20.3 Relief Walkways and Access to Thompson's Wharf.

The Applicant and the City, as noted in 20.1 and 20.2 above, recognize that Shipyard operations likely will require that sections of the Harbor Walk be temporarily closed to public access from time to time. The Applicant and the City have agreed upon several locations in which 'relief' walkways can be constructed to allow public access and lessen concern regarding public safety. The Applicant, pursuant to terms of the operational policy which the City and Applicant will adopt (reference initial paragraph, Condition 20), will be responsible for determining when it is appropriate to temporarily limit access to sections of the main Harbor Walk and to direct persons to use the relief walkways.

20.3.1 Area 7 Relief Walkway. A relief walkway will be allowed in Area 7 shown on the Boundary and Easement Agreement Plan (reference Condition 25, Area 7) prepared by Gartley-Dorsky Engineers. This walkway will be a minimum of 5 feet in width. The construction standard for this walkway will be determined by the Applicant and City working cooperatively with one another. The Applicant and City, pursuant to the aforementioned operational policy, will work cooperatively to establish the type of signage that will be used to direct persons to the relief walkways and the method that will be used to temporarily prohibit access to the main Harbor Walk. The City will be responsible for construction and maintenance of this relief walkway. The Applicant will ensure that access to the relief walkway is maintained at all times.

Area 1B Relief Walkway. A relief walkway and permanent walkway will be allowed and constructed in Area 1B shown on the Boundary and Easement Agreement Plan (Reference Condition 25, Area 1) prepared by Gartley-Dorsky Engineers. It is noted that this walkway is intended to serve as a prime means of access between the City owned parking lot on Front Street and the Thompson Wharf area. The construction standard for this walkway will be determined by the Applicant and the City working cooperatively with one another, however, the City would prefer that this section of the Walk be constructed of an asphalt or concrete surface. The Applicant shall ensure that public access through this walkway or the relief walkway as described herein, is afforded at all times. In addition, the Applicant and City, pursuant to the aforementioned operational policy, will work cooperatively to establish the type of signage that will be used to direct persons to this relief walkway and the method that will be used to temporarily prohibit access to the main Harbor Walk.

Building #1 and #2 Relief Walkway. The City intends to construct an extended pavement shoulder adjacent to Front Street and within the Front Street right-of-way for the area adjacent to Building #1 and #2 on the site. The purpose of this pavement shoulder is to provide a pedestrian amenity that can be used when access to the 'boardwalk' section of the Harbor Walk is not possible. The construction standard for this pavement shoulder and its location will be determined by the City, and it will discuss this layout with the Applicant. The City shall be responsible for the cost to construct and maintain this amenity. The Applicant and the City, pursuant to the aforementioned operational policy, will work cooperatively to establish the type of signage that will be used to direct persons to this relief walkway and the method that will be used to temporarily prohibit access to the main Harbor Walk. The City also recognizes that the Applicant, from time to time, may need to close access to this relief walkway. The aforementioned operational policy will define when it is appropriate for the Applicant to close public access to this relief walkway. That said, the Applicant must, to the greatest extent practical, manage its operations so that the main Harbor Walk in front of Buildings #1 and #2 and this relief walkway along Front Street are not closed at the same time.

21. **FUEL AND PROPANE STORAGE.**

The Applicant can construct propane storage tanks in the areas shown on the approved site plan. The Applicant shall ensure that the construction and operation of all such storage areas comply with all state and federal requirements.

At present, the Applicant does not plan to dispense or store fuel on the site. Any proposal to install a fuel storage and/or dispensing area shall require review and approval as an amendment to this Contract Rezoning Agreement.

22. **PERFORMANCE GUARANTEE.**

The City has chosen not to require the commitment of any financial or performance bonds pursuant to Amendment #4 for project construction as a performance guarantee.

The main performance guarantee that City has chosen to employ is to establish a schedule of project construction for the respective buildings and site improvements. Failure by the Applicant to comply with said construction schedule could result in the City choosing to withhold building permits and/or occupancy permits until the Applicant demonstrates the ability to comply with the construction schedule or to obtain an amendment to this Contract Agreement regarding such terms.

23. **CONDOMINIUM ASSOCIATION.**

As identified in Amendment #3 to the Contract Rezoning Agreement, the condominium association established for the Belfast Bridge, LLC project shall be considered void. The Shipyard project does not involve the establishment of a condominium form of ownership.

24. **EVIDENCE OF PROJECT OWNERSHIP.**

The Applicant has presented evidence to the City that DUBBA, LLC is the owner of the former Stinson Seafoods property, reference Map 11, Lot 132. Further, the City acknowledges that certain leases between Belfast Bridge, LLC and the City were transferred to DUBBA, LLC pursuant to terms of the Memorandum of Agreement between DUBBA, LLC and the City, and the Settlement Agreement between Belfast Bridge, LLC and the City, both of which Agreements were executed in January 2011. The City, through this Contract Rezoning Agreement, acknowledges that DUBBA, LLC and the City are now working to effect the transfer of past land use agreements (Belfast Bridge, LLC) that are to remain in effect, to be terminated, or to be amended, and to define all new agreements; reference Condition #25.

25. **APPLICANT – CITY USE/LEASE AGREEMENTS.**

The Applicant and the City have identified a series of land and use agreements that the two parties have mutually agreed upon to facilitate development of the Shipyard project and to allow and encourage public use. The agreements address the Applicant's lease, purchase

and/or use of City owned or controlled property and improvements, the City's lease, purchase and/or use of property owned by the Applicant or improvements that will be constructed by the Applicant, and the resolution of certain property issues of mutual interest. The Contract Rezoning Agreement, Amendment #4, and Amendment #3, and the Conditions of Approval identified in this Contract Agreement are contingent on the Applicant and the City executing agreements to address the concerns identified in Condition 25. These concerns are depicted on a Boundary and Easement Agreement Plan prepared by Gartley-Dorsky Engineers, a copy of which shall be recorded in the Waldo County Registry of Deeds. The City and Applicant anticipate entering a specific Agreement to execute these Agreements by August 1, 2011; a copy of which shall be recorded in the Registry of Deeds.

The issues to be addressed are outlined as follows. The numbers of each area correspond to the Boundary and Easement Agreement Plan prepared by Gartley-Dorsky Engineers.

Area 1. Option A Area. City agreement with Applicant to lease, with an option to purchase, about 1.25 acres of City owned property. Area will be the site of Building #5. This agreement involves:

1. Land to be leased with option to purchase to Applicant.
- 1B. Area to which the City will retain a permanent easement right for the construction and maintenance of a public walkway.
- 1C. Area which the City and Applicant will reserve to benefit access to Building #5 and City owned Thompson's Wharf, a circulation area, that will remain free of any structures, parking, boat storage or any similar intrusions. This is a 'clear zone' that is intended to benefit the mutual use of adjacent facilities.

Area 2. Shipyard Removal of Roundhouse Building. The City Council, on June 7, 2011, granted the Applicant a license to demolish the Round House building. Applicant shall demolish roundhouse.

Area 3. Armistice Bridge Area. Shipyard conveyance of title to the City of a 30' wide strip near the Armistice Bridge, as well as an area that extends into the Peirce Street Right-of-Way. City will use this area to construct improvements, such as a parking lot and a walkway, for the Armistice Bridge. Further, the conveyance of this land to the City shall release the Applicant from certain restrictive covenants to construct and maintain a restroom as described in Boundary Agreement recorded in the Waldo County Registry of Deeds in Book 2887, Page 198.

Area 4. Harbor Walk Adjacent to the Bay for Building #1 and #2. This clause involves the Shipyard granting a perpetual easement to the City to use this area for the Harbor Walk. Agreement will define maintenance and use of area, including City right and responsibility to construct an access ramp.

Area 5. Shipyard Use of Railroad Right-of-Way Located to the Front of Building #1 and Building #2. City will grant Shipyard easement rights to use this area. Easement will note that the City does not intend to construct or operate a walkway in this area or to allow

railroad operations while Shipyard is an active project. This strip of land is about 6,800 sq ft in size; 400 feet long by 17 feet in width.

Area 6. Construction of Harbor Walk within Railroad Right-of-Way between City Thompson Wharf Property Line and Building #2. The City will construct a section of Harbor Walk within this publicly owned right-of-way/strip of land. Agreement will define public use of marine wash basin area for the Harbor Walk and Applicant right to cross this area.

Area 7. Easement to Allow Relief Walkway from the Walk to Front Street Near the Front of Building #4. This easement will identify the area which the City can use to construct a relief walkway between the Harbor Walk and Front Street.

Area 8. City Acknowledgement that a Corner of Existing Building #3 and Building #4 Extend into the City Front Street Right-of-Way. One of the corners of each of these respective buildings is now located in the City Front Street right-of-way. This agreement will acknowledge Applicant ownership of these areas.

Area 9. Shipyard Easements to the City Regarding Stormwater Infrastructure. City will obtain an easement from the Shipyard to construct and maintain a permanent stormwater culvert in this area. This is the replacement culvert.

Area 10. Shipyard Ownership of the Wedge Parcel. The City shall convey (as part of the Agreement executed by August 1, 2011) ownership of area #10, the so-called Railroad wedge, to the Shipyard

Area 11. Storage Areas for Fishermen. These areas are identified on the approved site plan and in Amendment #3, Attachment B, for the location of certain improvements on the Applicant property in association with the 'commercial fishermen's dock'.

Area 12. Front Street Ownership. Confusion regarding the ownership of this area occurred as a result of conflicting documents recorded in the Registry of Deeds for the 2005 Contract Rezoning Agreement. The Applicant and the City, through this Agreement, will recognize that the City is the rightful owner of this small amount of property. The City mostly uses this property to assist in managing stormwater.

Area 13. Lease for Commercial Fishermen's Dock Area. This area is identified in Amendment #3, Attachment B, and on the approved Site Plan as the location for the Commercial Fishermen's Dock that the City will construct. Terms regarding the use of this area are identified in Amendment #3, Attachment B. Further, the parties mutually agree that the final terms for the use of this area may require future amendment.

Area 14. Stormwater Improvement on Option A (Area 1) Land. The City wants to construct a new storm water culvert on a portion of the Area 1 property that the City has committed to lease with an option to purchase to the Applicant. The City will cooperatively work with the Applicant to identify the location of this improvement, and at

the time of sale of the property, the City shall be granted an easement for this stormwater improvement.

The Agreement also will recognize littoral lines that the City and Applicant have agreed upon. These littoral lines are for the southerly area between Thompson's Wharf and the Shipyard project, and the northerly area between the Applicant property and the Armistice Bridge.

26. SIGNS.

All signs constructed by the Shipyard shall comply with requirements of the City sign ordinance for the Waterfront Mixed Use zoning district. The City encourages the Applicant to consider the installation of a monument style sign to help identify the location of the project. None of the signage on the property may be internally illuminated, however, exterior lighting is allowed.

27. CITY BUILDING PERMITS.

The Applicant may request the issuance of a building permit for any work identified on the approved Site Plan, reference Site Plan dated June --, 2011 prepared by Gartley-Dorsky Engineers, upon review and approval of this Contract Rezoning Agreement, Amendment #4. The Applicant shall submit building construction plans to the Code Enforcement Officer and such plans shall identify how all applicable City, state and federal requirements are satisfied. Said building permit applications also shall identify how project construction will comply with Chapter 78, Flood requirements. Further, the Applicant shall submit said building plans well enough in advance of the proposed construction so that the CEO has adequate time to consider compliance of the permit application with City requirements.

28. AS-BUILTS. The Applicant shall provide the City Code Enforcement Officer an as-built of all site improvements constructed on the Applicant property and City property by August 1, 2012 for the respective improvements on the project site. It is critical that the City be provided an as-built of any changes and improvements to City property and facilities.

10.D

MEMORANDUM OF AGREEMENT

Memorandum of Agreement made this day in November, 2025 by and between the **City of Belfast**, hereinafter **Town**, with a mailing address of 131 Church St, Belfast ME 04915 and the **Maine Department of Transportation**, hereinafter **DOT**, with a mailing address of 16 State House Station, Augusta, Maine 04333-0016.

Whereas, the urban compact areas have not been reviewed since 1986, and

Whereas, there has been a substantial amount of growth in structures along some state roads, and

Whereas, the north and south ends of US Route 1 relative to the so-called “jug handle” bypass has been confusing to both parties for maintenance purposes, and LRAP funds have been paid to the City for many years, and

Whereas, both parties met on 9/22/2025 and 11/6/2025 to discuss these gaps and the overall compact areas, and

Now therefore, the parties agree that 1) the following road sections will become part of the urban compact area as of December 1, 2025, and 2) annual LRAP payments will be modified accordingly:

- Route 52 from current CUL south to Edgecomb Road: 0.8 miles,
- Marsh Road: no change at this time,
- Swan Lake Rd (Rt 141): no change at this time,
- Belmont Rd (US Rt 3): no change at this time,

Also, the following sections will be removed from the urban compact area:

- Northport Ave (US Rt 1): from Northport townline north to split to “jughandle”: one section 1.0 mile,
- Searsport Ave (US Rt 1): from Goose Brook bridge west to Route 141 intersection: one section 0.52 mile,

And the following projects will be finished by MaineDOT:

- ✓ Route 52: replace the failing driveway culverts, fix the humped up driveway culverts and ditch from the school to Edgecomb road

For MAINEDOT: _____

Date: _____

Printed name: _____

Title: _____

FOR CITY: _____

Date: _____

Printed name: _____

Title: _____

Urban Compact Areas

State vs Municipal Maintenance Responsibilities on State and State Aid Highways

Title 23 § 754-- Town maintenance in compact areas

1. Jurisdiction-- all state and state aid highways within compact areas of urban compact municipalities, as defined in subsection 2, as determined by the department must be maintained in good repair by the town in which the highways are located at the expense of the town.

Per 23 § 2, the definition of "highway" means all of the right-of-way that may have been laid out by the State, county or town.

Municipal urban maintenance duties

- Winter snow & ice control
- Pothole repair
- Pavement markings per MUTCD (centerline, arrows, words, symbols, crosswalks and edgeline (if any))
- Traffic signs per MUTCD (regulatory, warning and advisory)
- Ditching
- Driveway and cross culvert cleaning, repair, and replacement
- Catch basin and underdrain cleaning and repair
- Surface treatments i.e. sand seals, chip seals, crack sealing, asphalt shimming, thin overlays (typically less than 1 inch thick and do not improve strength)
- Traffic signal/support/foundation maintenance
- Guardrail installation or repair
- RR signs and pavement markings
- Brush cutting, erosion control, mowing, herbicide application
- Tree pruning or removal
- Retaining walls
- Sidewalk maintenance
- Dust control, street sweeping

MaineDOT maintenance duties

- US and state route number (highway & bicycle) and destination signs
- Bridge and minor span maintenance
- Speed limit sign installation on state and state aid highways for the initial speed zone implementation, or when a subsequent review creates a change in speed in a specific section of state road. This includes the speed limit signs, advanced warning signs, if warranted, plus all subsequent signs in this specific zone.



CITY OF BELFAST

City Hall
131 Church Street
Belfast, Maine 04915

Thomas Kittredge
Economic Development Director

E-mail: economicdevelopment@cityofbelfast.org
Phone: (207) 338-3370, extension 116

From: Thomas Kittredge, Economic Development Director

To: Mayor Eric Sanders, City Councilor Christopher Bitely, City Councilor Paul Dean, City Councilor Neal Harkness, City Councilor Daniel Miller, City Councilor Mary Mortier, City Manager Erin Herbig, and Deputy City Manager Manda Cushman

For: Belfast City Council Meeting of December 2, 2025

Regarding: Introduction Regarding the Amendment of the Existing Northport Avenue Omnibus Municipal Tax Increment Financing District and its Development Program.

Tax increment financing (TIF), is an economic development program enshrined in state law whereby a municipality can designate a particular area (a district) where the value from any incremental (new) development that occurs within it is sheltered from state, county, and school tax assessments/funding formulas, but the property taxes paid on that incremental value must be used only for activities/programs, which are identified in the district's development program. Under the development program for the district, the City can also choose to enter into credit enhancement agreements, whereby the City may reimburse/refund the owner of a non-residential property within the district that has experienced incremental development a portion or all of the new property taxes paid on that incremental development as an incentive.

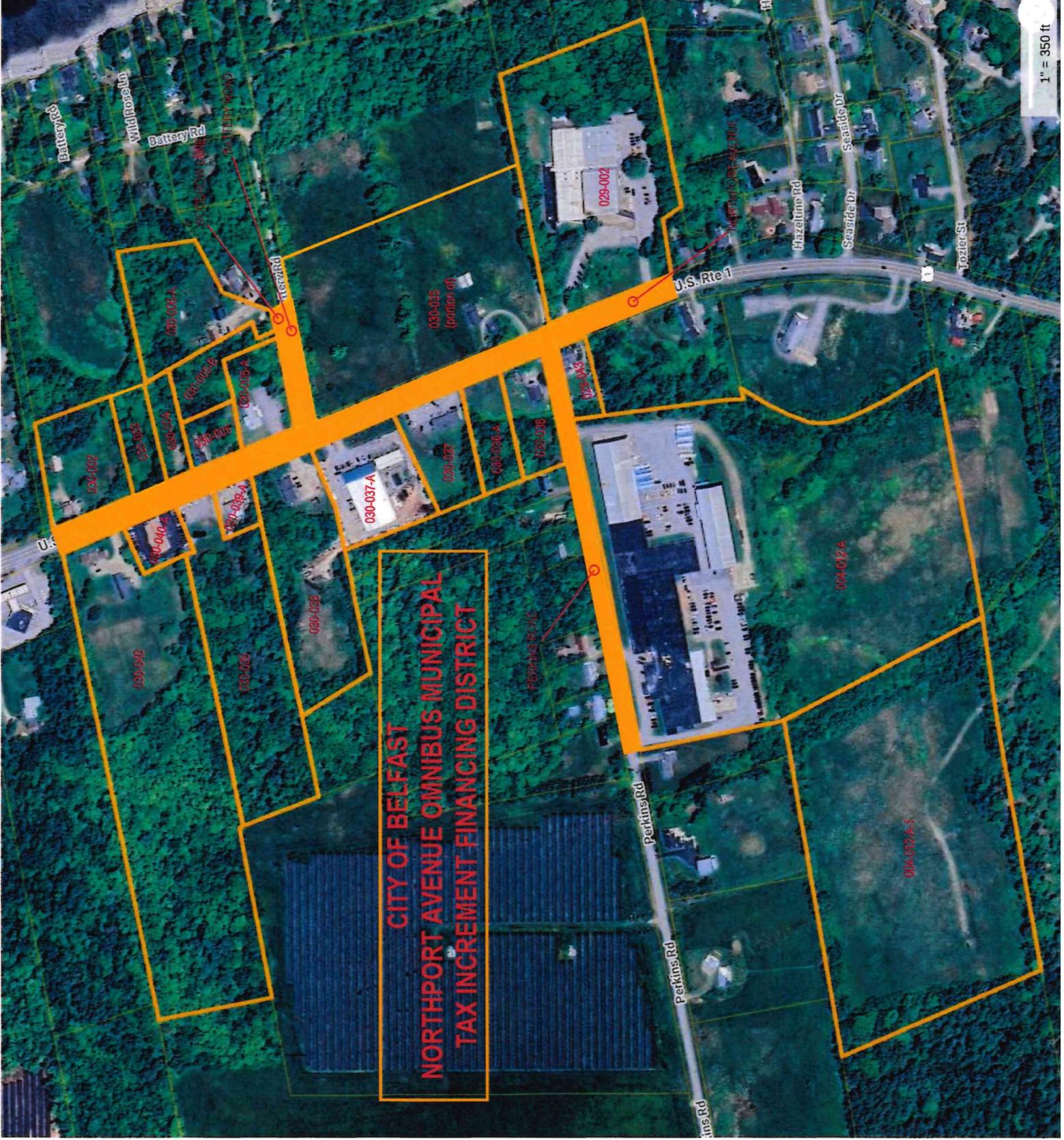
At this time the City is looking to amend one of its existing increment financing districts, the *City of Belfast Northport Avenue Omnibus Municipal Tax Increment Financing District*. This was Belfast's first tax increment financing district, established on January 31, 2006. This district encompasses the portions or entireties of 21 parcels located along the Battery Road, Northport Avenue (US Route 1), Perkins Road, and Woodrow Lane rights-of-way, and has an original assessed value of \$10,126,400. Since the district's creation, it has captured 100% of incremental real property value, and since its first amendment (approved March 24, 2014) it has also captured 100% of incremental personal property value. The development program for this district included several projects, the chief one being the extension/upgrading of sewer lines along the Northport Avenue, Perkins Road, and Woodrow Lane rights-of-way, a project which was completed, and the associated bond issue retired during the City's current fiscal year.

Though tax increment financing districts are allowed to run up to 30 years in duration, this district was established with only 1 20-year term, and currently scheduled to end on January 30, 2026. For the current (2025-2026) tax year, this district possesses an increment of \$3,694,300; at the City's current mil rate of 16.34, this increment will generate \$60,364.86 in revenue for the district in this tax year. If this district does not have its term extended, it will expire on January 30, 2026, and that increment will be added to the City of Belfast's tax base and the associated revenue will accrue to its general fund. Though the City could expect to see around \$60,364.86 in revenue added to its general fund should the district expire, the City could also expect to see 52.2% or \$31,547 out of this amount lost due to shifts related to state education subsidies, state revenue sharing, and county taxes, due to this increment no longer being sheltered.

The key components of the amendment that are being requested at this time are: 1) extending the duration of the district to the maximum allowed term of 30 years, which would move its expiration date to March 31, 2036; and 2) adding eligible projects/activities to the district's development program, that will make it more uniform with the development programs of other City of Belfast municipal tax increment financing districts. The City of Belfast is not adding or subtracting any parcels from the district, but will confirm/correct acreages of the district's parcels and rights-of-way as part of the amendment process.

The required public hearing regarding the amendment of the City of Belfast Northport Avenue Omnibus Municipal Tax Increment Financing District and its development program will immediately follow.

No City Council actions need to be taken for this particular agenda item.



**CITY OF BELFAST
NORTHPORT AVENUE OMNIBUS MUNICIPAL
TAX INCREMENT FINANCING DISTRICT**

1" = 350 ft

Battery Rd

Wild Rose Ln

Battery Rd

BATTERY RD

Perkins Rd

030-035
(portion of)

029-002

U.S. Rte 1

Hazeltine Rd

Seaside Dr

Tozier St

030-002

030-015

030-024

030-015-A

030-015-B

030-015-C

030-015-D

030-015-E

030-015-F

030-015-G

030-015-H

030-015-I

030-015-J

030-015-K

030-015-L

030-015-M

030-015-N

030-015-O

030-015-P

030-015-Q

030-015-R

030-015-S

030-040

030-025

030-030

030-037-A

030-027

030-016-A

030-016-B

030-016-C

030-016-D

030-016-E

030-016-F

030-016-G

030-016-H

030-016-I

030-016-J

030-016-K

030-016-L

030-016-M

Perkins Rd

Perkins Rd

Perkins Rd

Perkins Rd

004-012-A

004-012-A-5

10.F



CITY OF BELFAST

City Hall
131 Church Street
Belfast, Maine 04915

Thomas Kittredge
Economic Development Director

E-mail: economicdevelopment@cityofbelfast.org
Phone: (207) 338-3370, extension 116

From: Thomas Kittredge, Economic Development Director

To: Mayor Eric Sanders, City Councilor Christopher Bitely, City Councilor Paul Dean, City Councilor Neal Harkness, City Councilor Daniel Miller, City Councilor Mary Mortier, City Manager Erin Herbig, and Deputy City Manager Manda Cushman

For: Belfast City Council Meeting of December 2, 2025

Regarding: Public Hearing Regarding the Amendment of the Existing Northport Avenue Omnibus Municipal Tax Increment Financing District and its Development Program.

Before amending a development district and its development program, the municipal legislative body (the Belfast City Council) must: 1) hold at least one public hearing; and 2) publish notice of the hearing at least 10 days before the date of the hearing in a newspaper of general circulation in the municipality.

The following notice of a public hearing (which was published in the Friday, December 2, 2025 print edition of the Bangor Daily News) will need to be read aloud for the record at this time:

-----[beginning of notice]-----

**CITY OF BELFAST
NOTICE OF PUBLIC HEARING**

The City of Belfast will hold a public hearing on Tuesday, December 2nd, 2025, as part of its regularly scheduled City Council meeting, which begins at 7:00pm on that date, in Council Chambers at Belfast City Hall, located at 131 Church Street, Belfast, Maine.

The purpose of this public hearing is to receive public comments on an amendment of an existing municipal tax increment financing district called the City of Belfast Northport Avenue Omnibus Municipal Tax Increment Financing District, including the development program therefor, all in accordance with Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended.

The City of Belfast Northport Avenue Omnibus Municipal Tax Increment Financing District encompasses the portions or entireties of 21 parcels located along the Battery Road, Northport Avenue, and Perkins Road rights-of-way, and captures 100% of incremental real and personal property value.

All interested persons will be given an opportunity to be heard at the hearing and an opportunity to file objections to the amount of the assessment.

A draft of the amendment is available for download and viewing at www.cityofbelfast.org/tif and a copy of the draft of the amendment is available for public review at the City of Belfast Planning & Codes Department (top floor, Belfast City Hall, 131 Church Street, Belfast) during normal business hours (7:00am to 6:00pm, Monday through Thursday, excluding holidays on November 26th and November 27th).

Persons may also submit comments at any time up until 3:00 PM on Tuesday, December 2nd, 2025, either in writing to: Thomas Kittredge, Economic Development Director for the City of Belfast, Belfast City Hall, 131 Church Street, Belfast Maine, 04915; or via email to: economicdevelopment@cityofbelfast.org.

-----[end of notice]-----

Any written comments received via the methods and by the deadline listed in the notice of public hearing will have been provided to the Mayor, City Councilors, and City Manager prior to the public hearing taking place.

No City Council actions need to be taken for this particular agenda item.

**CITY OF BELFAST**

City Hall
131 Church Street
Belfast, Maine 04915

Thomas Kittredge
Economic Development Director

E-mail: economicdevelopment@cityofbelfast.org
Phone: (207) 338-3370, extension 116

From: Thomas Kittredge, Economic Development Director

To: Mayor Eric Sanders, City Councilor Christopher Bitely, City Councilor Paul Dean, City Councilor Neal Harkness, City Councilor Daniel Miller, City Councilor Mary Mortier, City Manager Erin Herbig, and Deputy City Manager Manda Cushman

For: Belfast City Council Meeting of December 2, 2025

Regarding: Discussion and Vote Regarding the Amendment of the Existing Northport Avenue Omnibus Municipal Tax Increment Financing District and its Development Program.

The Maine Department of Economic and Community Development (DECD) instructs those amending municipal tax increment financing districts and development programs, in its application form, to have considered the following at the required public hearing (which will have immediately preceded this agenda item): 1) whether the proposed amendment to the district or development program will contribute to the economic growth or well-being of the municipality or to the betterment of the health, welfare, or safety of the municipal inhabitants; and 2) any claim by an interested party that the proposed amendment to the district or development program will result in a substantial detriment to that party's existing business in the municipality and produces substantial evidence to that effect.

Due to the process by which DECD considers and approves amendment to municipal tax increment financing districts and their development programs it is recommended that the City of Belfast consider both of these components as one single package, subject to one single vote and one single resolution to sign.

At this time, the Economic Development Director requests that the City Council take the following actions:

- 1) Vote to approve the supplied City Council resolution;**
- 2) Sign the supplied City Council resolution and have it certified by the City Clerk; and**
- 3) Authorize the City Manager to sign the municipal tax increment financing district amendment and any related and necessary documents.**

**CITY OF BELFAST
CITY COUNCIL RESOLUTION**

WHEREAS, the City of Belfast (the "City") is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to amend the City of Belfast Northport Avenue Omnibus Municipal Tax Increment Financing District (the "District") and its Development Program (the "Development Program");

WHEREAS, there is a need for new development in the City of Belfast, in the surrounding region, and in the State of Maine;

WHEREAS, there is a need to provide new employment opportunities for the citizens of the City of Belfast, to improve and broaden the tax base of the City of Belfast, and to improve the general economy of the City of Belfast, the surrounding region, and the State of Maine;

WHEREAS, there is a continued need to implement economic development initiatives through the amended District and its Development Program, in accordance with the provisions of Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended;

WHEREAS, the amended District and its Development Program will help to provide new employment opportunities for the citizens of the City of Belfast, improve and broaden the tax base of the City of Belfast, and to improve the general economy of the City of Belfast, the surrounding region, and the State of Maine;

WHEREAS, there is a need to encourage new industrial, commercial, transit-oriented or arts district development, or any combination thereof, facilitated or supported by the amended District and its Development Program;

WHEREAS, the City desires to amend the District and its Development Program;

WHEREAS, the City has held a public hearing on the question of amending the District and its Development Program in accordance with the requirement of section §5228.2 of Title 30-A of the Maine Revised Statutes, as amended, with a notice of that public hearing being published at least 10 days before in a newspaper of general circulation within the municipality; and

WHEREAS, it is expected that approval will be obtained from the State of Maine Department of Economic and Community Development, approving this *Second Amendment to the Northport Avenue Omnibus Municipal Tax Increment Financing District and its Development Program*.

ORDERED AS FOLLOWS:

Section 1. The City of Belfast hereby approves the Second Amendment to the City of Belfast Northport Avenue Omnibus Municipal Tax Increment Financing District and its Development Program; such amendment to be pursuant to the following findings, terms, and provisions:

Section 2. The City Council hereby finds and determines that:

- a. This amendment to the District and its Development Program will not result in the District falling out of compliance with any of the conditions of section §5223.3 of Title 30-A of the Maine Revised Statutes, as amended; and
- b. The District and pursuit of the Development Program will make a contribution to the economic growth and well being of the City of Belfast and the surrounding region, and will contribute to the betterment of the health, welfare, and safety of the inhabitants of the City of Belfast, including a broadened and improved tax base and economic stimulus, and therefore constitutes a good and valid public purpose. The City has considered all evidence, if any, presented to it with regard to any adverse economic effect on or detriment to any existing business and has found and determined that such adverse economic effect on or detriment to any existing business, if any, is outweighed by the contribution expected to be made through the Second Amendment to the District and its Development Program.

Section 3. Pursuant to the provisions of section §5227 of Title 30-A of the Maine Revised Statutes, as amended, the percentage of increased assessed value to be retained as captured assessed value in accordance with the Development Program is hereby established as set forth in the Development Program.

Section 4. The City Manager, or their duly appointed representative, is hereby authorized, empowered, and directed to submit the proposed Second Amendment to the State of Maine Department of Economic and Community Development for review and approval pursuant to the requirements of section §5226 of Title 30-A of the Maine Revised Statutes, as amended.

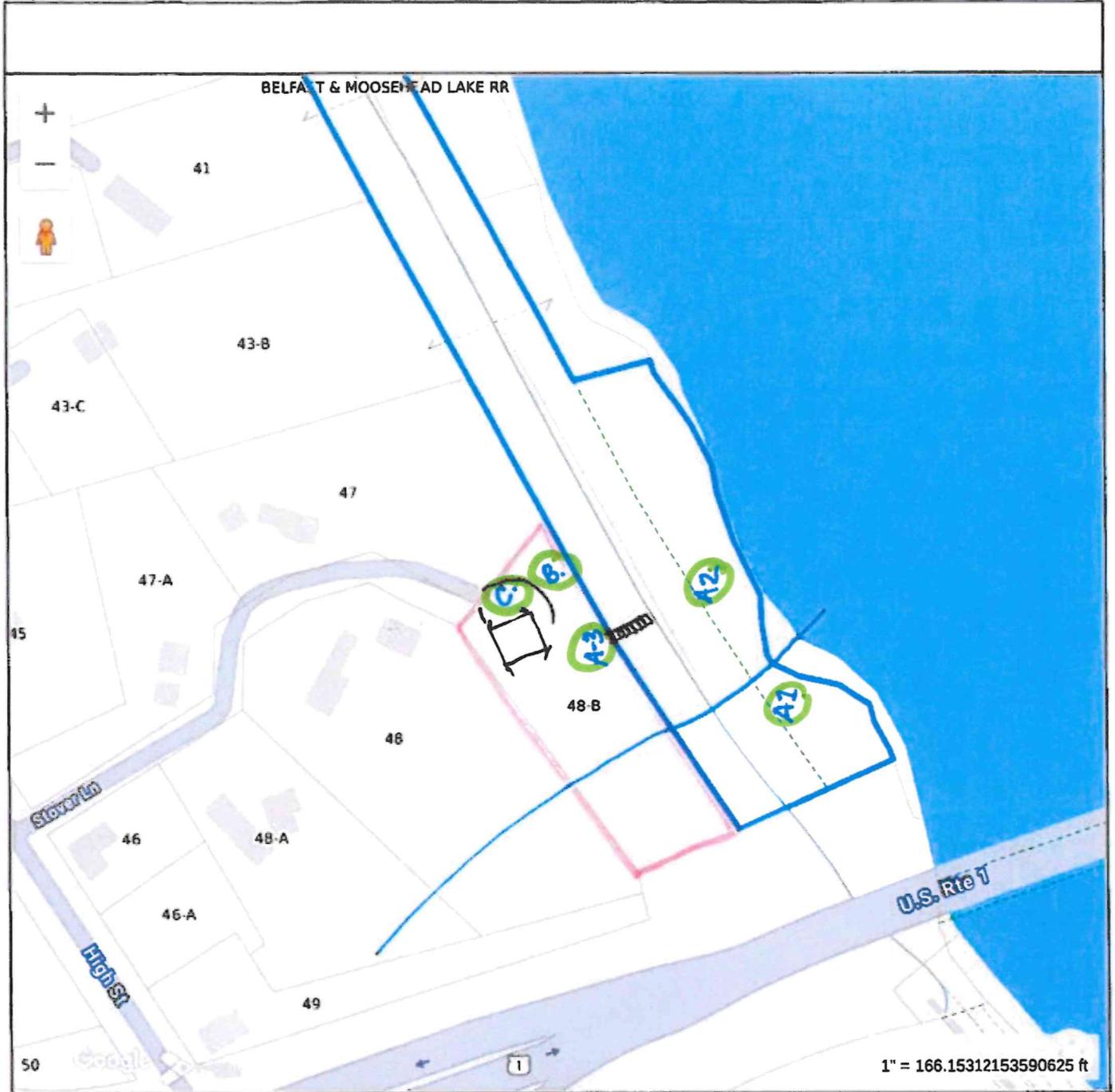
Section 5. The foregoing adoption of the Second Amendment to the District and its Development Program shall automatically become final and shall take full force and effect upon receipt by the City of approval of the Second Amendment by the State of Maine Department of Economic and Community Development, without requirement of further action by the City, the City Council, or any other party.

Section 6. The City Manager, or their duly appointed representative, is hereby authorized and empowered, at their discretion, from time to time, to make such revisions to the Second Amendment to the District and its Development Program as the City Manager may deem reasonably necessary or convenient in order to facilitate the process for review and approval of the Second Amendment by the State of Maine Department of Economic and Community Development, or for any other reason, so long as such revisions are not inconsistent with these resolutions or the basic structure and intent of the District and its Development Program as amended.

Section 7. The City Council is hereby authorized to approve credit enhancement agreements in the future following a public hearing of up to 100% reimbursement for durations up to the total term of the District, all in accordance with the City's Tax Increment Financing Policy.

Signatures:

Signature	Name and Title	Date
	Mary Mortier Ward 1 Councilor City of Belfast	December 2, 2025
	Neal Harkness Ward 2 Councilor City of Belfast	December 2, 2025
	Daniel Miller Ward 3 Councilor City of Belfast	December 2, 2025
	Christopher Bitely Ward 4 Councilor City of Belfast	December 2, 2025
	Paul Dean Ward 5 Councilor City of Belfast	December 2, 2025



Property Information

Property ID: 008-084
 Location: 0 RR RIGHT-OF-WAY/TRACKBED
 Owner: BELFAST, CITY OF, THE INHABITANTS of the



MAP FOR REFERENCE ONLY
 NOT A LEGAL DOCUMENT

City of Belfast, ME makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated September 2024
 Data updated September 2024

Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

O = trees

Tree Risk Assessment

Norway maple, *Acer platanoides*, 23 Union Street property, located on Pearl Street

This Norway maple was inspected on November 19, 2025. It abuts the property's side driveway. It shows signs of aggressive decay in the north side of the base of the trunk plus a major shear crack on the remaining stem (see picture). Another stem was removed at an earlier date. This tree should be removed.

Submitted, Carol Herwig
International Society of
Arboriculture MA-5010A
202-841-6559
carolherwig@me.com
November 24, 2025



10.J



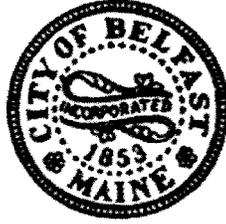
City of Belfast

2026 Holiday Observance Schedule

CITY FACILITIES regularly open M-Th including CITY HALL

New Year's Day	Thu, Jan 1, 2026
Martin Luther King Jr. Day	Mon, Jan 19, 2026
Presidents' Day	Mon, Feb 16, 2026
Patriots' Day	Mon, Apr 20, 2026
Memorial Day	Mon, May 25, 2026
*Juneteenth	(Thu, June 18, 2026)
*Independence Day	(Thu, July 2, 2026)
Labor Day	Mon, Sep 7, 2026
Indigenous Peoples' Day	Mon, Oct 12, 2026
Veterans Day	Wed, Nov 11, 2026
Thanksgiving	Thu, Nov 26, 2026
*Thanksgiving Friday	(Wed, Nov 25, 2026)
*Christmas Day	(Thu, Dec 24, 2026)
*New Year's Day	(Thu, Dec 31, 2026)

*Please Note: Holidays that fall on Sunday are observed on the following Monday. Holidays that fall on Friday or Saturday are observed on the preceding Thursday except when there is already a holiday observed on that Thursday then it will be observed on the preceding Wednesday (ie Thanksgiving and Thanksgiving Friday).



City of Belfast

2026 Holiday Observance Schedule

EMERGENCY FACILITIES

*New Year's Day	Thu, Jan 1, 2026
*Martin Luther King Jr. Day	Mon, Jan 19, 2026
*Presidents' Day	Mon, Feb 16, 2026
*Patriots' Day	Mon, Apr 20, 2026
*Memorial Day	Mon, May 25, 2026
*Juneteenth	Fri, June 19, 2026
*Independence Day	Sat, July 4, 2026
*Labor Day	Mon, Sep 7, 2026
*Indigenous Peoples' Day	Mon, Oct 12, 2026
*Veterans Day	Wed, Nov 11, 2026
*Thanksgiving	Thu, Nov 26, 2026
*Thanksgiving Friday	Fri, Nov 27, 2026
*Christmas Day	Fri, Dec 25, 2026
*New Year's Day	Fri, Jan 1, 2027

*Please Note: All emergency facilities will remain open on these days. Staff providing coverage will be compensated at a holiday pay rate unless outlined otherwise in a union contract. All full-time staff will receive a paid holiday to be used another day of their choice as approved by their supervisor unless outlined otherwise in a union contract.



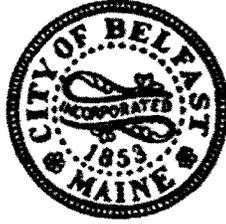
City of Belfast

2026 Holiday Observance Schedule

TRANSFER STATION

New Year's Day	Thu, Jan 1, 2026
*Martin Luther King Jr. Day	Mon, Jan 19, 2026
*Presidents' Day	Mon, Feb 16, 2026
*Patriots' Day	Mon, Apr 20, 2026
*Memorial Day	Mon, May 25, 2026
Juneteenth	Fri, June 19, 2026
Independence Day	Sat, July 4, 2026
*Labor Day	Mon, Sep 7, 2026
*Indigenous Peoples' Day	Mon, Oct 12, 2026
*Veterans Day	Wed, Nov 11, 2026
Thanksgiving	Thu, Nov 26, 2026
Thanksgiving Friday	Fri, Nov 27, 2026
Christmas Day	Fri, Dec 25, 2026
New Year's Day	Fri, Jan 1, 2027

*Please Note: The Transfer Station is not typically open on Mondays and Wednesdays. Full-time staff will receive a paid holiday to be used another day of their choice as approved by their supervisor.



City of Belfast

2026 Holiday Observance Schedule

BELFAST FREE LIBRARY

New Year's Day	Thu, Jan 1, 2026
Martin Luther King Jr. Day	Mon, Jan 19, 2026
Presidents' Day	Mon, Feb 16, 2026
Patriots' Day	Mon, Apr 20, 2026
Memorial Day	Mon, May 25, 2026
Juneteenth	Fri, June 19, 2026
Independence Day	Sat, July 4, 2026
Labor Day	Mon, Sep 7, 2026
Indigenous Peoples' Day	Mon, Oct 12, 2026
Veterans Day	Wed, Nov 11, 2026
Thanksgiving	Thu, Nov 26, 2026
Thanksgiving Friday	Fri, Nov 27, 2026
Christmas Day	Fri, Dec 25, 2026
New Year's Day	Fri, Jan 1, 2027



City of Belfast

2026 Holiday Observance Schedule

CITY WASTEWATER TREATMENT PLANT

New Year's Day	Thu, Jan 1, 2026
Martin Luther King Jr. Day	Mon, Jan 19, 2026
Presidents' Day	Mon, Feb 16, 2026
Patriots' Day	Mon, Apr 20, 2026
Memorial Day	Mon, May 25, 2026
Juneteenth	Fri, June 19, 2026
*Independence Day	Fri, July 3, 2026
Labor Day	Mon, Sep 7, 2026
Indigenous Peoples' Day	Mon, Oct 12, 2026
Veterans Day	Wed, Nov 11, 2026
Thanksgiving	Thu, Nov 26, 2026
Thanksgiving Friday	Fri, Nov 27, 2026
Christmas Day	Fri, Dec 25, 2026
New Year's Day	Fri, Jan 1, 2027

*Please Note: Holidays that fall on Sunday are observed on the following Monday. Holidays that fall on Saturday are observed on the preceding Friday. The Wastewater Treatment Plant is open Monday – Friday, except for emergency situations, if an employee works any holiday listed above the rate of pay is outlined within the union contract.

10.K



Memo

To: City Manager Erin Herbig
From: Chief Cormier
cc: City Council
Date: 11/18/25
Re: Donation

Dear Erin

We are requesting to accept a donation from the Tractor Supply Foundation in the amount of \$250.00 dollars.

Please see attached copy

Sincerely yours,

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

Chief Bobby Cormier