

**City of Belfast
Council Chambers-Belfast City Hall
Tuesday, September 17, 2013**

**Public Hearing #1
7:00 p.m.**

In accordance with Title 28A Section 653 MRSA 1964 a public hearing will be held on September 17, 2013 at 7:00 p.m. or as soon as possible thereafter in the Council Chambers of Belfast City Hall to hear an application by J J J & G, Inc. d/b/a Darby's Restaurant located 155 High Street, Belfast, Maine for a renewal Malt, Spirituous and Vinous Restaurant Class liquor license, interior only.

**Regular Council Meeting No. 6
Immediately following the Public Hearing**

1) Call to order

2) Roll call: Mayor Walter Ash, Jr.; Councilors Mary Mortier, Roger Lee, Eric Sanders, Michael Hurley and Nancy Hamilton, City Manager Joseph Slocum, and Admin. Assistant Manda Cushman.

3) Pledge of Allegiance

4) Adoption of the agenda

5) Acceptance of the minutes

Regular Council Meeting of September 3, 2013.

6) Open to the public

Please state your name and town you are from when addressing the City Council.

7) Communications

8) Old Business and Council Committee Reports

9) Permits, Petitions and Licenses - Consent Agenda

- A. Request to approve application by J J J & G, Inc. d/b/a Darby's Restaurant located 155 High Street, Belfast, Maine for a renewal Malt, Spirituous and Vinous Restaurant Class liquor license, interior only.
- B. Request to confirm Travis Spenser as a Reserve Officer for the Belfast Police Department.
- C. Request by Three Tides waterfront bar to have an extension of existing liquor license for the upcoming 6th Year of Beer & Pemaquid Mussel Festival from 9:00 a.m. on the 19th of October through 1:00 a.m. of October 20th, 2013.
- D. Request from the Police Chief to appoint Travis Spencer as a Belfast Police Reserve Officer
- E. Request to conduct the 2013 National MS Walk on City Sidewalks
- F. Resolution honoring George R. and Eugenie B. Milburn and their descendants for more than 120 years of devoted care given by the Milburn family to the Belfast Civil War Flag Quilt, lovingly stitched by the Women of Belfast in 1864
- G.
- H.

10) Business

- A) Discussion and possible action to accept "Alberta Way" as a City street.

B) Discussion and possible action on proposal to share joint financial responsibilities for trees running alongside First Church.

C) Discussion and possible action on an agreement with Brooks Preservation Society for acquisition of easements for the development of parking and bathroom facilities associated with the Rail Trail.

D) Discussion and possible action on request from Brooks Preservation Society for a long term lease covering the City old rail corridor from Oak Hill Road to the Waldo Town line.

E) Request from the City Manager for Council permission to a word in naming rights or recognition memorials for donors who make large contributions to the construction of the Rail Trail.

F) Request from the City Manager for conditional approval to commit to County school and city real estate taxes.

G) Request from the Police Chief for authorization to buy a new cruiser.

H) Request from the Fire Chief to buy a refurbished Ambulance for \$89,000.

I) Signing of Council Orders and housekeeping items.

11) Open to the Public

Please state your name and town you are from when addressing the City Council.

12) Communications

13) Adjourn



CITY OF BELFAST

131 Church Street
Belfast, Maine 04915

Joseph J. Slocum
City Manager

E-mail: jslocum@cityofbelfast.org

Tel: (207) 338-3370 ext. 10

Fax: (207) 338-2419

MANAGER'S REPORT
Belfast City Council Meeting
Tuesday, September 17, 2013
7:00 P.M.

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

FROM: Joseph J. Slocum, City Manager

DATE: Friday, September 13, 2013

Agenda Items:

10-A Discussion and possible action to accept "Alberta Way" as a City Street.

The Goose River Elderly Housing Project has now been completed and- to our knowledge -fully occupied off of Swan Lake Avenue. When this project was in the development stage the developers approach the Council and express their interested having the City take over the entrance road and make it a City Street which we would maintain and repair the future. The Council agreed that if the road work was constructed in conformity with the existing city road construction standards they would accept the Street. The developer has constructed the street under the inspection of the City Engineer, Oliver Associates, who has verified that the Street has indeed been constructed to existing City road standards. Hence this is now before you for this council to accept "Alberta Way" as an official City street.

10-B Discussion and possible action on a proposal to share joint financial responsibility for trees running along First Church.

We have trees on the border between the right-of-way along Spring Street and the First Church property. Tree limbs hang over the right-of-way and need to be removed. We had the trees professionally inspected and proposed to share the cost with the Church to preserve these much value trees and at the same time make the area safer for much-needed parking.

10-C Discussion and possible action on an agreement with Brooks Preservation Society for acquisition of easements for the development of parking and bathroom facilities associated with the Rail Trail.

We finally have a survey of the City Point Property which outlines the portions of the property that the City will have a permanent interest in. This includes an area for parking, and area for constructing bathrooms,

and area for possible future subsurface septic installation, access to road entrances and exits etc.. The agreement itself goes into significant detail about our ability to install water lines sewer lines power lines etc.

The most notable provisions in this agreement identify that the City will pay \$35,000 and closing on or about October 2, 2013 and \$5,000 per year over the next 15 years in exchange for these property rights. All of this money is expected to be privately raised as part of the public-private capital campaign that the City is working on with Coastal Mountains Land Trust. I am very confident about this private campaigns ability to raise these funds. We look forward to working with Brooks Preservation Railroad at the City Point site for our mutual benefit.

This agreement will continue to maintain rail service into the city and continue to support tourist train activity into Belfast. It will help maintain that portion of the rail corridor that we are not asking to rail bank. Brooks preservation will assume significant responsibilities over the line between City Point Road in the Waldo Town line.

10-D Discussion and possible action on request from Brooks Preservation Society for a long term lease covering the City old rail corridor from Oak Hill Road to Waldo Town line.

Brooks Preservation Society is investing significant sums and assuming significant financial responsibilities tied to the acquisition of the City Point property and their development plans to improve that property and the quality of the track owned by the City which is not part of the Rail Trail. They and the City have each assumed at least 15 year financial obligations tied to the land acquisition alone. They seek a 25 year lease agreement with the City for the portion of the rail corridor that we are not converting to a trail. This is the section between City Point Road and the Waldo Town line. Joe Feero, President of Brooks Preservation Society has written a letter which is attached in your packet explaining their request. They will, of course, provide insurance that will cover the City from any loss arising out of their operation. I would recommend that we approve this lease. During the term of the lease they will have the exclusive responsibility to maintain this line.

10-E Request from the City Manager for Council permission to word in naming rights or recognition memorials for donors who make large contributions to the construction of the Rail Trail.

We are working quietly with Coastal Mountains Land Trust to raise the private funds needed to develop this Rail Trail. This project will absolutely need the financial support from some large donors. It is common in many of these financial Campaigns to authorize memorials, naming rights and other commemorative items to honor and recognize those who have contributed so significantly. Based upon a lot of discussion and consideration we are recommending that the Council authorize the City and Coastal Mountains Land Trust to have the ability to convey various memorials , naming rights etc . for major Donors. These individual and groups will be providing a long term tribute and beneficial resource to the people of this community and of the region itself.

10-F Request from the City Manager for conditional approval to commit to County school and City real estate taxes.

We have had several challenges in developing the valuation this year --including changes in State reimbursement programs.

The School tax bill is going to the voters next week on September 17th, the same day as this City Council meeting. The Proposed School Budget is \$867,627 more than last years school tax bill. It represents a 10.46% increase in Belfast School Taxes.

If the voters approve the budget as proposed I estimate the Total Mil rate will go up to a minimum of 20.64 to a Maximum of 21.67. The reason for this range is the State authorized "Overlay" that every municipality can include in the tax bill.

Under State law municipalities "MAY" add up to 5% of the total taxes to be raised as an "overlay". There are several reasons why municipalities do this. First to have money on hand to fix any corrections or abatements in the taxes that may have to be made because of mistaken valuation and other reasons such as a poverty abatement. etc. There are always some every year. Another reason for the Overlay is to recognize that even the best Budget is based upon s a series of good estimates and guesses. Actual cost experience can differ and something can certainly come up during the course of the year that was not anticipated but nevertheless needs some funding.

Comparisons for every Belfast property tax dollar spent:

	County	School	City
2013	9.9cents	60 cents	30 cents
2014	9.5 cents	61.6 cents	28.9 cents

Presently we are at a total mil rate of about 19.8

That breaks down as follow:

Mil Rate Comparisons

	County	School	City	Total
Current				
2013	2.0	11.8	5.9	19.7
Proposed				
2014	2.0	12.7	5.9	20.6

A person with a \$100,000 property would see their taxes go from \$1,980 last year to somewhere between \$2,064 (at 20.63 mils) and up to \$2,167(at 21.67 mils) this next year. This is an increase of \$84 to \$187 for the year.

I ask the Council for approval to issue tax bills and to set the mil rate-- after the School vote on Tuesday. If it passes we use that number. If it fails to pass we still use that number. If the eventual school budget is lower than what we have taxed for- then we set the extra money we raised aside and contribute it to next years school tax bill. If the eventual school budget is higher than the bill we actually sent out then we may have to consider a supplemental Tax. We are hoping to get the tax bills out by the end of September with them Due on or before October 31st.

We remind everyone that they will get only one bill that can be paid in two equal installments on or before October 31, 2013 and on or before March 7, 2014.

10-G Request from the Police Chief for authorization to buy a new cruiser.

Due to the recent break down of the departments most senior cruiser (\$130,000 miles), we find ourselves in a situation to either fix the cruiser at more than \$2,500.00 or scrap it and purchase a new cruiser in its place.

The Department has 5 fully marked cruisers.

3 Front Line vehicles, a spare vehicle and the Chiefs vehicle(the oldest vehicle). We trade in the Chiefs vehicle every year toward the purchase of the newest patrol car. The spare car (the oldest) then goes to the Chief.

The problem is that the Spare car has 130,000 miles on it and the transmission just went on it.

Due to the millage and condition of the broken down cruiser, the Chief believes spending \$2500.00 to fix it would not be in our best interest. He suggests that the car should be scrapped. Of course all of the equipment will be saved from it.

The Chief suggests replacing the vehicle is to purchase an SUV (4X4) type vehicle. Over the last couple winters he has seen our Police Officers using their own vehicles to respond to emergency calls, due to poor weather and road conditions. Although these incidents are very rare, he feels that knowing they happen and doing nothing to address the situation may not be in our best interest.

The officers all agree that an SUV would be a useful addition to our fleet. The Chief's thought is that the SUV would not be used as a front line cruiser. Rather the vehicle would be used as the Chief's vehicle, and during inclement weather the vehicle would be utilized by patrol. He believes that utilizing the vehicle in this manner would extend the years of service of the vehicle well beyond the 5 years.

The Chief has done some research into this matter and I believe that the funds designated for the purchase of a new cruiser in this fiscal budget will cover the purchase of the SUV if the City Council chooses to approve this request and we would not be trading a vehicle in because it would be scrapped.

The Chief also notes that the City Council approved the use of a capital reserve account for the purchase of a new Detectives Car. Both Det. Sgt. Cunningham and I have put great thought into this move and we both feel that using a portion of those funds to fix the issues with the current Detectives vehicle would yield years of extended service from the vehicle. The detectives car is a 2000 Ford Crown Victoria, with 63,000 miles on it. New paint and the few mechanical issues resolved the vehicle in both Det. Sgt. Cunningham and the Chief's opinion would be better than most anything the could find on the used market, and better than much of what's on the new car market.

10-H Request from the Fire Chief to buy a refurbished Ambulance for \$89,000.

We have a policy to bid anything out in excess of \$4,000 and we always do this when we buy new ambulances. The Chief has found and inspected a refurbished Ambulance that has a new 2014 vehicle with a refurbished body on it for far less than the \$155,000 he has been quoted for an entirely new one. He has an attached memo asking Council permission to waive the normal bidding requirements as there are not competitors to get bids from for these refurbished vehicles that are ready to go. Funds would come from the Ambulance replacement Reserve Account.

10- I Request from the Fire Chief to buy a used Fire/Rescue Vehicle.

While the Chief and his senior staff were looking at a refurbished Ambulance they came upon a quality used vehicle with 40,000 miles on it that could replace the 1993 Jaws of life Truck that has 150,562 miles on it. The Chief believes the used \$45,000 vehicle would last the City 15 years. He asks for permission to buy it as well and the funds would come from the fire truck Reserve account. He has a memo attached to your packet.

10- J Update on a Harbor walk from the City Planner.

Wayne Marshall will provide an oral update at the meeting. Progress is changing every day.

10- K Request to go into executive session to discuss 2 matters dealing with the acquisition of property and economic development pursuant to 1 MRSA 405 (6) C

10-L Request to go into Executive Session to discuss the condition, acquisition or use of real property and economic development pursuant to 1 MRSA 405 96) C

10-M Request to go into Executive Session to discuss Union Matters and labor contracts covering the Police Union and the Public Works Union. Under 1 MRSA 405 (6) E.

That is it for this week. My sincerest thanks to Jennika Lundy who served as my assistant over the last two years. Jennika handled herself and everyone else in a professional, warm and welcoming way. She made a real contribution here and we all benefitted from it. Please welcome Amanda "Manda" Cushman to our office who aspires in every way to continue to deliver that same high quality and professional service that the people of this wonderful City deserve.

**City of Belfast
Consent Agenda
Tuesday, September 17, 2013
Meeting #6**

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

9) Permits, Petitions and Licenses - Consent Agenda

A. Request to approve application by J J J & G, Inc. d/b/a Darby's Restaurant located 155 High Street, Belfast, Maine for a renewal Malt, Spirituous and Vinous Restaurant Class liquor license, interior only.

Motion to approve

B. Request to confirm Travis Spenser as a Reserve Officer for the Belfast Police Department.

Motion to approve

C. Request by Three Tides waterfront bar to have an extension of existing liquor license for the upcoming 6th Year of Beer & Pemaquid Mussel Festival from 9:00 a.m. on the 19th of October through 1:00 a.m. of October 20th, 2013.

Motion to approve

E. Request to approve the 2013 National MS Walk on Sept 28th on City sidewalks

Motion to approve

F. Resolution honoring George R. and Eugenie B. Milburn and their descendants for more than 120 years of devoted care given by the Milburn family to the Belfast Civil War Flag Quilt, lovingly stitched by the Women of Belfast in 1864

**Request to use Facilities
Belonging to the Citizens of the City of Belfast**

It is the general policy of the City of Belfast that property belonging to the citizens of Belfast be available to the public. Unless specifically approved to the contrary, no public property will be set aside for the exclusive use of any individual or group and the general public will at all reasonable times have access to City property, including all streets, roads, easements and rights of way. This is a planning checklist for your benefit as well as the City's. If any aspect of the activity you wish to conduct is not specifically listed on this checklist then there will be no permission to conduct that activity. Approvals cannot be given to individuals or groups who are uncertain of their plans. Please attach maps, additional sheets, event outlines etc.- that help to explain your request. If any of the following questions do NOT apply to your event simply write N/A (not applicable) in the space provided. Thank you.

1. State your name and whom you represent?

Casey Cote - National MS Society

2. What facilities would you like to use or what permissions are you seeking with respect to property owned by the Citizens of Belfast? Please be specific Walkers will

be walking through town (route attached).

3. What dates and times do you wish to have this event? 9/28

Saturday, September 28, 2013 at 10 a.m.

4. Will you want to put up banners or signs? (If so where and the dates the signs will be put up and taken down) Yes, route markers to show

walkers where to go. They will be put up and taken down the day of the walk.

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

No

6. Please describe this event in detail. If there is a schedule then attach it and explain it here.

Walkers will be starting and finishing at Front Street Pub. Participants also have the option of ~~at~~ paddling a route led by Belfast Paddle Sports.

START/FINISH: Front St Pub, 37 Front St, Belfast ME

Walk the Front St/Harbor Walk to Steamboat Landing and turn R on Lord Street

Take L on Bayview Street and turn R on Condon Street and then turn L on Northport Avenue

Take Northport Avenue to Waldo County Hospital

Turn around at hospital area and walk back on Northport Avenue to Church Street (flashing light).

Take slight L on Church Street and then turn L on Miller Street and then R on Court Street to First Church (rest stop)

Follow Church Street and turn R on Franklin Street (one way) near Post Office. Franklin intersects with Main Street.

Turn L on High Street and then turn R on Bridge Street.

Right on Pierce St.

Cross the footbridge and return to Water St.

Return to start/finish location via Water St/Front St

Three Tides
40 Marshall Wharf
Belfast, Maine 04915

Belfast City Council
Belfast, Maine

9/13/13

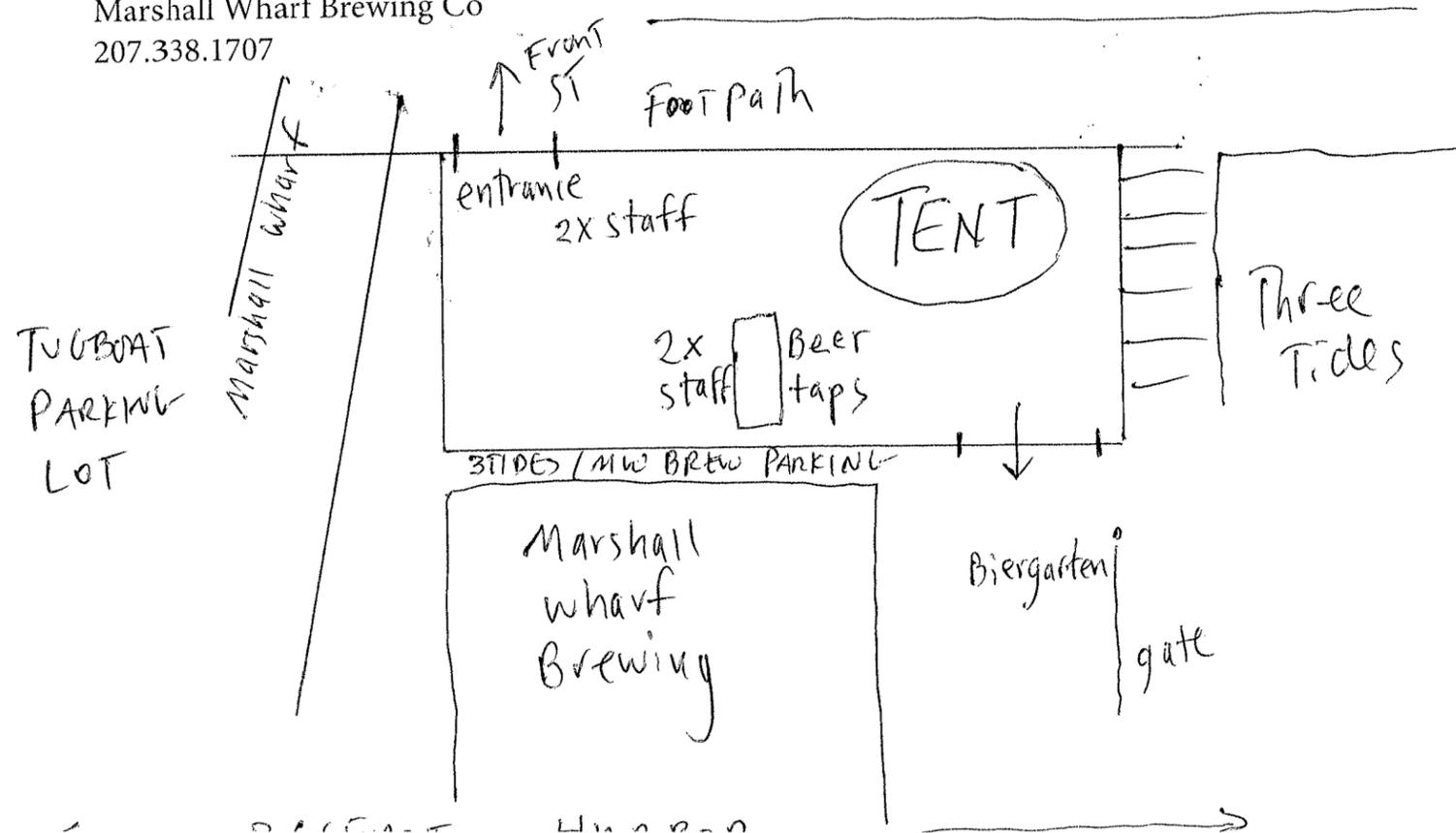
Three Tides waterfront bar is writing a request to have an extension of existing liquor license for the upcoming 6th Year of Beer & Pemaquid Mussel Festival on Saturday the 19th of October.

As indicated below, a tent will be erected in our parking lot. this tent will not impede vehicle traffic on Marshall Wharf, and will abutt the concrete portion of the new footpath.

The hours for the extension of the license would be from 9AM on the 19th through 1AM of the 20th. Thank you for your consideration.

Sincerely,

David & Sarah Carlson
Three Tides
Marshall Wharf Brewing Co
207.338.1707



10-A

TO: MAYOR & CITY COUNCIL
FROM: JAMES FRANCOMANO, ASSISTANT CITY PLANNER
DATE: SEPTEMBER 12, 2013
RE: ALBERTA WAY @ GOOSE RIVER APARTMENTS COMPLEX
DEVELOPER'S REQUEST FOR CITY ROAD ACCEPTANCE

REQUESTED ACTION

On behalf of Goose River Partners, LP, Tom Pendleton has requested that the City accept Alberta Way as a City street. Staff recommends that the Council authorize the City Manager and City Attorney to sign all necessary documents to take title to this right-of-way and to assume responsibility for all related infrastructure.

BACKGROUND

This request is pursuant to the following actions:

- 1) Director of Public Works Bob Richards' recommendation of September 10, 2013.
- 2) City Engineer Mandy Olver's recommendation of September 3, 2013.
- 3) Council's vote of February 19, 2013 to contribute \$14,000 to related drainage improvements in the adjacent Swan Lake Avenue right-of-way.
- 4) Planning Board's final approval of April 25, 2012.
- 5) Council's vote of December 7, 2010, in which the Council stated its intent to accept Alberta Way if it was constructed to City specifications and a sufficient number of housing units were occupied (13 or more than half the total 24).
- 6) Council's vote of December 7, 2010 to waive the City's Sewer assessment fee of \$2,400 per unit (\$48,000) for the Goose River Apartments complex.
- 7) Council's investment, in the year 2005, of \$450,000 in Community Development Block Grant (CDGB) monies and local matching funds to extend public Sewer to the nearby mobile home park where existing septic systems had failed.

DISCUSSION

A vote to accept a road as a public responsibility is one which should not be taken lightly. Once the City decides to accept a road, the City and its taxpayers are responsible for all maintenance responsibilities and ensuring that the road is in good condition. For example, Public Works will need to plow the road in the winter, to ensure the storm drains and the culverts adequately handle stormwater, to install and maintain all warning signs, and even to replace the light bulbs on the new street lighting. Also, the City will eventually need to apply another coat of asphalt, and to replace the existing culverts when they wear out. Therefore, recognizing the long-term public commitment and cost involved with accepting a road, it is critical that the City ensure that a road is well-designed and that the road is constructed to satisfy all City specifications as is the case here. Future requests should also be held to this standard. The City should have considerable control over how a road is designed and how it is constructed, so we can ensure that the City is only considering the acceptance of roads that meet or surpass the current standards which the City would follow if constructing a road on its own.

As a final point, as required by the Planning Board, the applicant's engineer John Kenney of WBRC in Bangor has certified that improvements located on property proposed to remain in private hands (apartment building, parking lot and storm water management) have also been constructed to meet or surpass required specifications.

Mr. Kenney will be present along with Mr. Pendleton Tuesday night for any questions the Council may have.

Copies of the certifications by the City Engineer and Director of Public Works are attached for your reference.

OLVER ASSOCIATES INC.

ENVIRONMENTAL ENGINEERS

September 3, 2013

Mr. Wayne Marshall, City Planner
Belfast City Hall
131 Church Street
Belfast, Maine 04915

RE: Alberta Way at Goose River Apartments
Construction Certification

Dear Wayne:

As requested, we are writing to provide documentation to certify that the construction of portions of the Goose River Apartment project of interest to the City of Belfast has been completed in accordance with the approved project plans and with applicable City ordinances.

A full time inspector from our firm was present during construction of buried infrastructure including sanitary sewer and storm drain. This is the same level of inspection the City conducts on its own projects and is standard for inspection of buried utilities which are covered immediately after installation. The Belfast Water District inspected the water system construction.

Construction of the buried infrastructure and roadway occurred intermittently between October 2, 2012 and July 1, 2013. Our technician surveyed the subgrade elevations below the road, the elevation of subbase gravel, and the top of gravel prior to paving. The grades of the sanitary sewers and storm drains were checked for compliance with the approved plans. Minor necessary changes to address field conditions were reviewed by the developer's engineer then approved by our office in our role as City engineer.

Upon completion of the sanitary sewer construction, vacuum testing of the manholes and pressure testing of the pipe was conducted to make sure it does not allow leakage of ground or surface water into the sewer system. The sewers were then flushed on site to prevent gravel in the newly constructed sewer from entering the City's sewer system.

OLVER ASSOCIATES INC.

Mr. Wayne Marshall, City Planner
September 3, 2013
Page 2

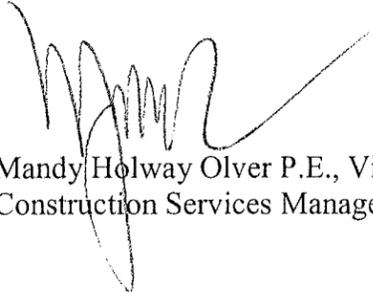
During paving, our technician was present to review the quality of paving and verify required thicknesses of pavement were placed on site. The binder pavement was placed June 10, 2013. Core testing by S.W. Cole Engineering on June 12, 2013 verified the compaction of the binder pavement meets quality standards. The final pavement was placed on July 1. In preparation for final pavement, the binder pavement was swept and tack coat placed to seal the second coat to the first coat of pavement.

A final inspection was completed on August 28, 2013 of the proposed City roadway area at Alberta Way. No outstanding construction issues requiring correction were noted. Some areas which were planted in 2013 along Alberta Way and Swan Lake Avenue may need additional follow-up to completely establish grass growth.

In summary, the Alberta Way construction, including its associated infrastructure, has now been completed in accordance with the City's technical standards. If you have any questions regarding this matter, please do not hesitate to contact us.

Very truly yours,

OLVER ASSOCIATES INC.



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

MHO/ml

0260/Goose River Apartments

2013-09-10

CITY OF BELFAST, MAINE 04915
131 CHURCH STREET



Robert (Bob) Richards
Public Works Director
publicworks@cityofbelfast.org

Tel: (207) 338-2375
Fax: (207) 338-6222

Re: Alberta Way

To: Jamie Francomano

I agree with Mandy on not being any issues in with regards to Alberta Way at the Goose River Apartment complex. I don't see any reason not to accept Alberta Way as a City Street.

Thank you,

Bob Richards

A handwritten signature in cursive script that reads "Bob Richards".

Public Works Director

AGENDA TOPIC 10.B

TO: MAYOR & CITY COUNCIL
FROM: WAYNE MARSHALL, CITY PLANNER
DATE: SEPTEMBER 13, 2013
RE: TREE MAINTENANCE ON SPRING STREET

REQUESTED ACTION

The Council should decide if it wants to work cooperatively with the First Church to perform maintenance on or to remove (tree #3 and #4) 6 trees located along Spring Street, and 1 tree on the Church property near the Police Station. Reference the attached map for the location of the trees that are discussed in the report prepared by the former tree warden, Didier Bonner-ganter.

BACKGROUND INFORMATION

Trish Worth, one of the Trustees of the First Church contacted me about 6 months ago to discuss the condition of existing trees along Spring Street and to determine if the trees were located on property owned by the First Church or the City of Belfast. The Church's main concern is that limbs on the tree may fall on vehicles that park on Spring Street, and the condition of the trees discourages parishioners from wanting to park on Spring Street.

I examined available property records, mostly the tax map, the NTWH survey and boundary pins, to try and determine ownership. I concluded that the trunks of at least 5 of the trees are likely located on Church property, that the trunk of tree #1 likely is partly on City property and partly on Church property, and that many of the limbs of each of the trees likely extend over City property. As such, I concluded that both parties would be responsible for maintaining the trees.

I subsequently contacted the former City Tree Warden, Didier Bonner-ganter, and accompanied him on a visual inspection of the trees to assess their condition and potential maintenance that may be needed. I have attached an assessment report that Didier prepared. He recommends repairs to 5 of the 6 trees on Spring Street, and recommends that Tree #4 be removed. He also assessed the condition of a tree located near the boundary of the First Church and Police Station and recommended that this tree be removed.

I subsequently provided the information to Trish Worth and she asked if the City would be interested in the City cooperatively working with the First Church to perform the work identified in the Didier report. Thus, Ms. Worth will be attending your September 17 Council meeting to speak with you about the two parties working together to perform the identified work.

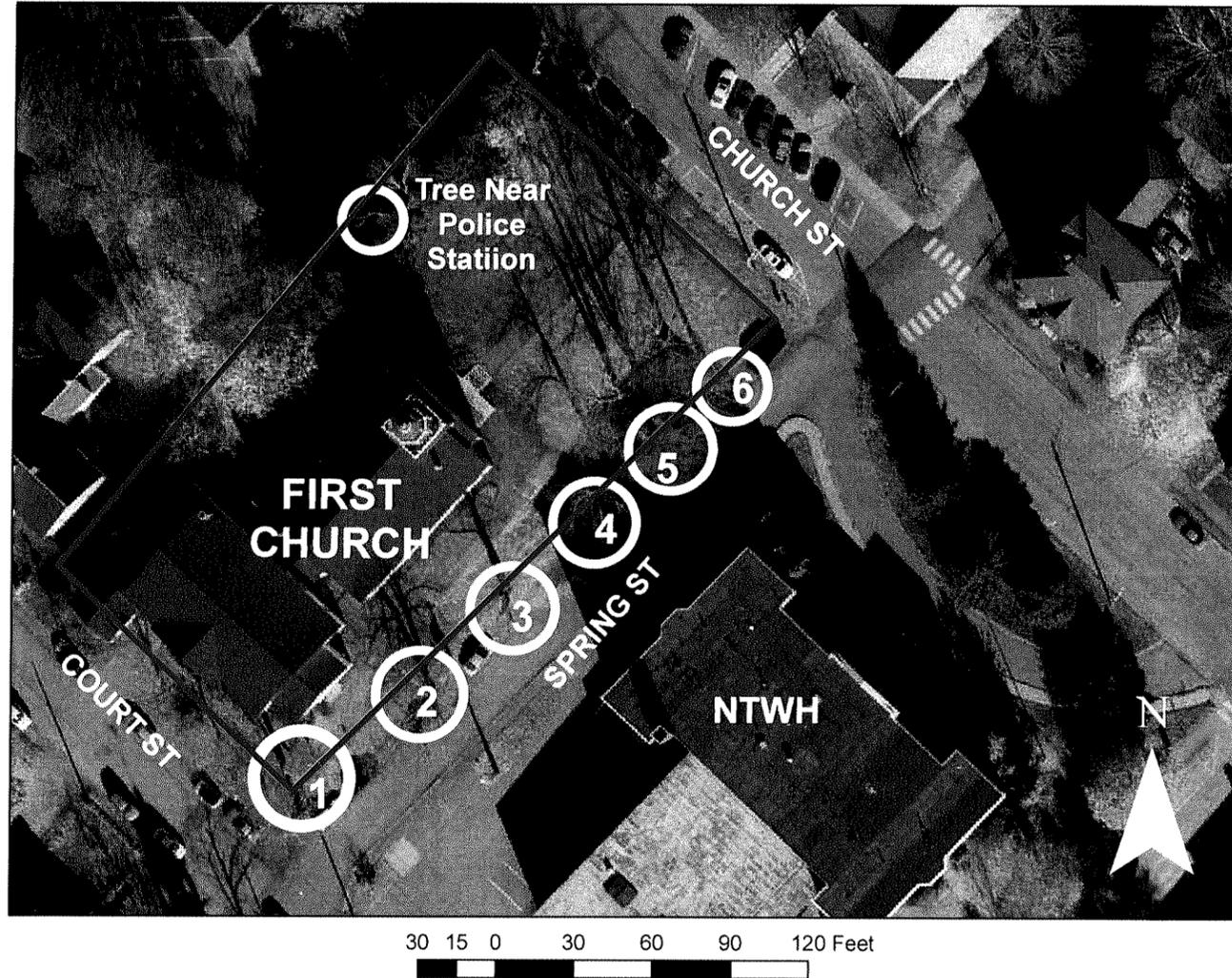
The total estimated cost of the work to repair or remove the 6 trees on Spring Street is about \$3,000. This estimate does not include the potential cost of planting one or more replacement trees. I believe these trees are jointly owned by the two parties and that a shared responsibility to performing the maintenance is warranted.

The estimated cost to remove the tree on the First Church property that is near the Police Station is about \$2,000. This cost reflects his recommendation to remove the tree by using a crane on the Police Station property. Clearly, most of this tree is on the First Church property and only a limited number of the limbs may be on City property. While there likely is a lesser responsibility to the City to maintain most of this tree, we likely have some shared responsibility.

If the Council approves to work with the Church in sharing the cost to perform this work I would recommend working with Didier to perform the maintenance.

I have attached the report that Didier provided to me, photographs of the trees that he took, and a map of the project area. I would be happy to answer any questions.

SPRING ST & FIRST CHURCH TREE MAINTENANCE



SPRING STREET TREES

Tue, Jun 11, 2013 at 4:06 PM

Didier Bonner-ganter <treescapes@icloud.com>
To: Marshall Wayne <planner@cityofbelfast.org>

Hi Wayne,

Here is a series of photos illustrating the trees we reviewed along Spring Street, between Court and Church Streets, on the north side. This photo shows 6 trees along the street and the species mix is quite even between sugar maple and white ash. Also, from what you determined, the only one that is on city right of way is number 2, white ash. The others all fall on the church property.

My recommended plan for approaching the care of these trees also includes an estimate for my company to perform the necessary work.

Given their location along the street and in front of a church entrance which receives weekly high traffic volumes, primary attention goes toward addressing human safety. Assessing a trees overall health and structural integrity is my main focus. Keep in mind though, my recommendations are based on my knowledge, expertise, and experiences and is not an exact science!

With that said,

Tree #1 - white ash: health is fair to good with some dead limbs in crown and tree structure also in good shape with no noticeable decay, cavities, or weak branch unions. Rec. - perform cleaning (prune dead and diseased limbs)...estimate \$200-300.

Tree #2 - white ash: health is fair to good with dead limbs present throughout canopy. The structure is also in fair shape with a large wound present along the road side of the base (no internal coring was performed to determine integrity of main stem) and branches unions intact and no observed decay or cavities. Rec. - perform cleaning throughout canopyestimate \$500.

Tree #3 - sugar maple: the health is in fair shape with noticeable leaders that have been pruned in the best and minimal crown area remaining. The structure is in fair shape with some dead leaders present and possible decay or cavities present. Rec- removal would be my first recommendation but at the least, minimal tree care should address pruning any remaining dead wood from the tree. Closer inspection during aerial activity may reveal other elements that warrant or support removing the tree as per my primary rec...estimate for cleaning \$200-300/ estimate for removal \$800+.

Tree #4 - sugar maple: the health is fair to poor with minimal canopy still present. The structure is fair to poor with possible decay present in the remaining stem. Rec. - removal . Estimate \$800+ (noteworthy- there is hardware in this tree and possibly in most of these trees. This may affect removal and disposal costs if cement or metal is found!)

Tree #5 - sugar maple: health is good with good crown area and minimal dead limbs observed. Structure is good as well with no noticeable cavities or decay. Rec- perform cleaning. Estimate \$200-300.

Tree #6 - white ash: health is good with minimal dead limbs observed and structure also good with no observed cavities or decay. Rec- perform cleaning. Estimate \$200-300.

Wayne, I will send along a few more photos of these trees as well as the multi stem maple on the north side of the church property closer to the police station.

Let me know if you need anything else!

Thanks again, Didier

FIRST CHURCH TREE NEAR POLICE STATION

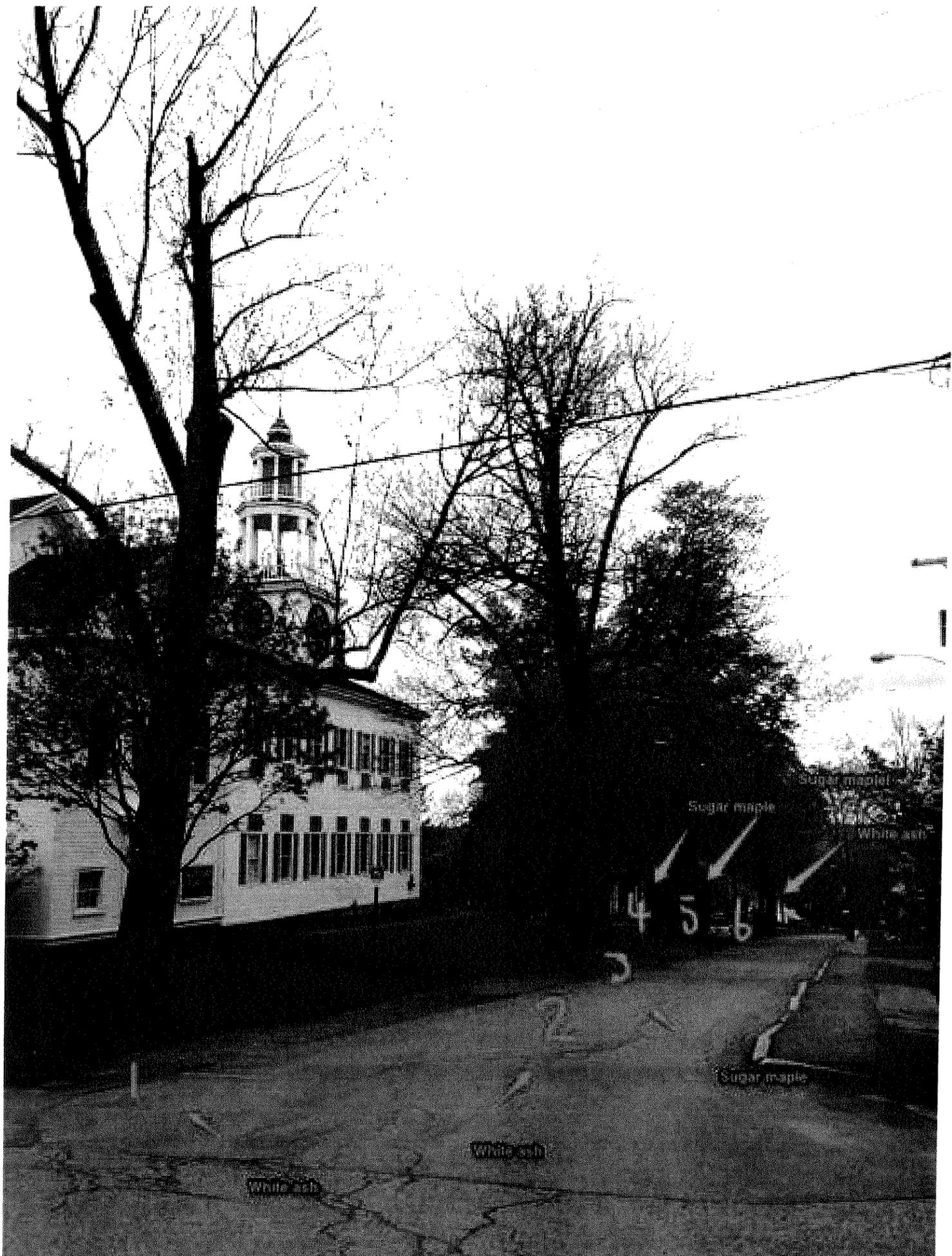
Hi Wayne,

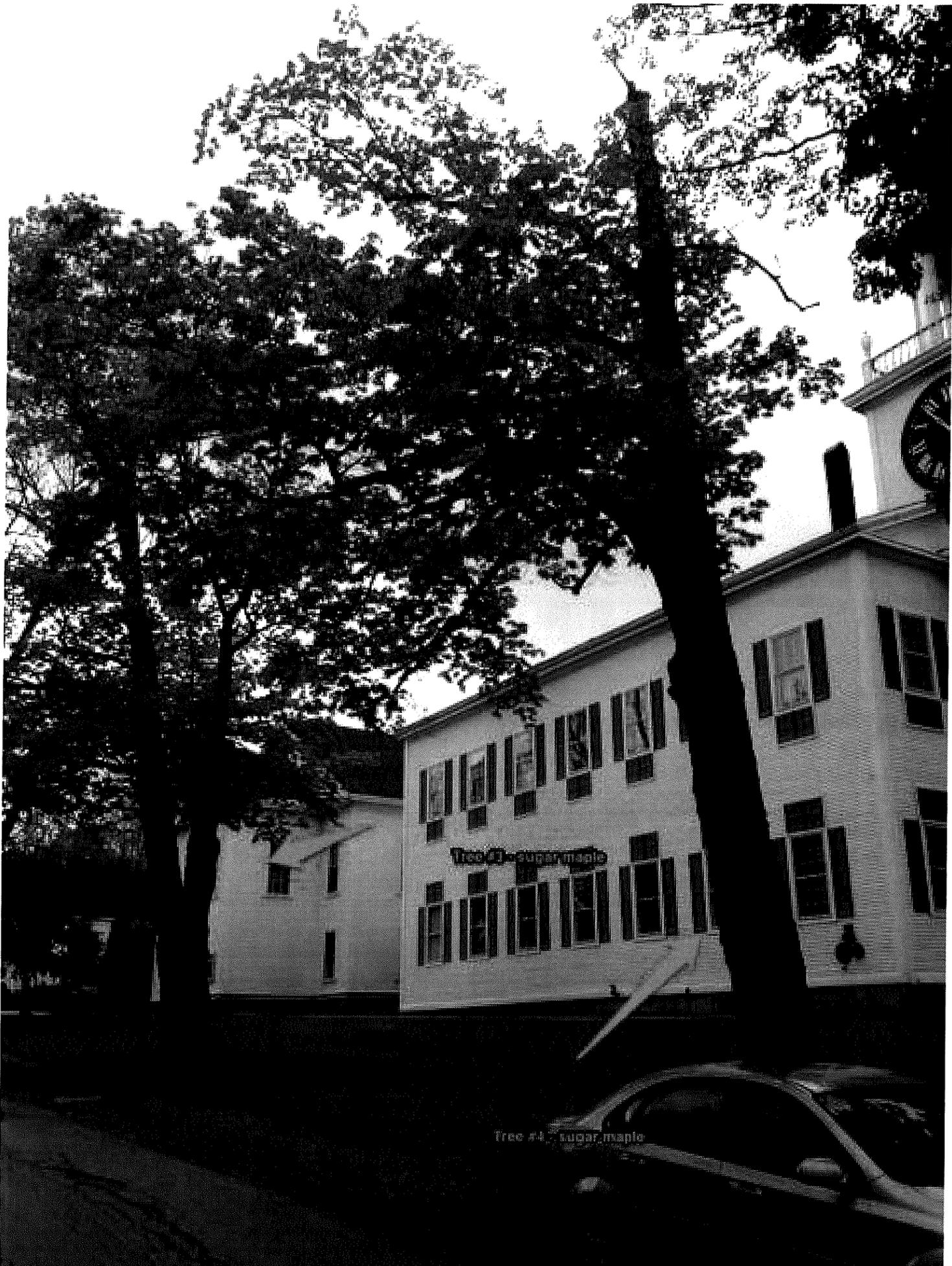
As viewed from the police station parking lot, here is the large multi stem sugar maple. The health as may be apparent is poor with noticeable decline in the canopy and dead limbs present. The structure is also poor with some decayed areas observed. Rec- removal. Estimate \$1800-2000.

Again, let me know if you need anything else or have any questions!

Regards

Didier





Tree #4 - sugar maple

Tree #4 - sugar maple



Tree #5 - sugar maple

Tree #6 - white ash



Sugar maple located along northerly property pine of church as view

MEMORANDUM OF AGREEMENT
CITY-BPS

JUC

WHEREAS, the **City of Belfast** ("City"), a municipal corporation, located in Waldo County, Maine and the **Brooks Preservation Society** ("BPS"), a non-profit corporation, with a principal place of business in Brooks, Maine, wish to enter into an agreement relating to the establishment of distinct legal rights and responsibilities regarding a certain piece of real property located at City Point, Belfast, Maine and depicted on Tax Map 008, Lots 28, 28-A and currently owned by Malcolm Page, said property more particularly described in Book 1236, Page 98 and Book 1432 Page 304 of the Waldo County Registry of Deeds; and

WHEREAS, within the context of the establishment of the legal rights and responsibilities, the parties hereto have the following three distinct and important purposes:

1. To bring to fruition the City's goal of developing a recreational trail along a portion of a railroad corridor located in the City, as was purchased by the City in 2010.
2. To support the efforts of the BPS to own property within the City along the rail corridor, which will facilitate continued active rail operation within the City and promote the purposes of the BPS.
3. To preserve for the future the potential ability of rail freight and/or rail passenger service within the City and perpetuate the possibility of re-establishing both of these services within the City by utilizing Federal rail banking procedures; and

WHEREAS, the City will rely upon legal rights and responsibilities to be described in a certain Purchase and Sale Agreement by and between the BPS and Malcolm Page, a draft of which has been available for review by the City; and

WHEREAS, the City is partnering with Coastal Mountains Land Trust pursuant to a certain Memorandum of Agreement so as to develop the Rail Trail, fund the City's obligations as described herein on the real property described herein and so as to provide for public accommodations for parking, restrooms and related amenities, access and utilities to serve those using the Rail Trail.

NOW THEREFORE, the parties hereby agree and covenant as follows, to wit:

1. The City shall pay BPS Thirty-Seven Thousand Four Hundred Dollars (\$37,400.00) on the date of closing during which BPS takes title to the property of Malcolm Page as described above.
2. The City shall pay BPS Five Thousand Dollars (\$5,000) annually for a period of fifteen (15) years with the first payment due and payable one month after the BPS/Page closing, and every 12 months thereafter for fourteen (14) more years.
3. BPS shall grant to the City a perpetual and exclusive easement for the real property depicted and described in Exhibit A for electricity, parking, access, restrooms, subsurface wastewater

system, access to a future installed well and other related incidental uses to said uses/infrastructure, which said uses/infrastructure may be amended from time to time, at the sole discretion of the City, within the easement areas, consistent with supporting the public's access and use to the Rail Trail, so as to provide public accommodations for access and use of the Rail Trail. In addition to the parking the easement areas described in Exhibit A, BPS shall also provide perpetual rights for the City and the public at large for 5 additional parking spaces, which need not be exclusive to the City and the public, and therefore may be shared with BPS and its customers, on a daily first come first used basis.

4. BPS shall grant to the City a perpetual and exclusive easement so as to construct bathroom facilities and related infrastructure thereto, in the City's sole discretion if it so chooses, including underground water systems and a subsurface wastewater disposal system in the "Proposed Septic Area" as depicted on a Boundary Sketch for real property proposed to be conveyed by Malcolm Page as prepared by Good Deeds, Inc, dated September 10, 2013, a copy of which is attached hereto as Exhibit B. The city may, in its sole discretion, install a pumpable to serve the bathroom facilities. The City may install portable toilets until such time as permanent bathroom facilities may be installed. The City may elect to install a subsurface wastewater system, composting toilets, or toilets without a subsurface wastewater system, in its sole discretion. BPS shall also grant to the City a permanent easement to use a well to be constructed on BPS retained land, so as to supply water to any bathroom facilities the City decides to construct the same, including an easement for power and water lines from the well to any such bathroom facilities the City constructs. The Easement for power from BPS to the city shall also provide underground power to supply the bathroom facilities. The easement for water service shall include the use of water for drinking by the public. BPS shall work with the City to identify reasonable locations for all water, power and septic lines including a potential pump.

5. The City will have the right, but not the obligation, through perpetual easements, to construct the parking lot and bathroom amenities on the property described and depicted on Exhibits A and B. Provided, however, the City shall have exclusive use, control and possession of the exclusive easement areas depicted on Exhibit B. The City shall construct said facilities such that the exterior design shall be consistent with existing structures on the premises.

6. BPS shall grant an easement to the City to provide permanent shared access over the driveway/access area depicted and described in Exhibit B as "Ingress & Egress Easement To city", including a twenty (20') foot wide strip of land adjoining the Ingress & Access Easement Area and the easement area described in Exhibit A and depicted on Exhibit B.

7. When BPS purchases the above described real property from Malcolm Page, the BPS shall cause Malcolm Page to accept a mortgage that permits BPS to execute all necessary deeds to convey the easements described and depicted in Exhibits A and B, to the City; provided however, said easements shall be subject to foreclosure should Mac Page foreclose on the premises for breach of mortgage covenants running from BPS to Mac Page. The terms of any promissory note, mortgage and security agreement by and between Mac Page and BPS shall require that Mac Page shall provide a 30 day written notice of any default of BPS to the City Manager of the City of Belfast, and said terms shall provide that the City of Belfast shall have 30 days from the receipt of written notice to cure said default and thereafter assume all rights and

obligations of the BPS in the real property under the related promissory note, mortgage and/or security agreement, by paying off the promissory note in full. The mortgage and/or security agreement shall provide that, upon cure of any and all BPS breaches by the City, Mac Page shall execute a release deed to the City of all right title and interest of Mac Page as described in the mortgage deed and/security agreement by and between BPS and Mac Page. Upon written notice from the City of Belfast to BPS and Mac Page, within said 30 day notice period, the City will tender performance of payment of 100% of the remaining principal, accrued interest and any penalties relating to the promissory note and mortgage signed by BPS, and BPS shall immediately execute a Release Deed to the City of Belfast for all right title and interest in and to the Mac Page property, including all betterments and improvements thereon. BPS shall cause City of Belfast to be named as a third party beneficiary in the mortgage deed from BPS to Mac Page for the purpose of enforcement of the terms and conditions of this subparagraph.

8. On the date that the easement areas described and depicted in Exhibits A and B are conveyed to the City, BPS shall have obtained all right, title and interest in and to the real property without any liens, encumbrance or other defect in title excluding the Page mortgage which is permitted, as determined in the sole discretion of the City Attorney of the City.

CONDITIONS PRECEDENT FOR THE CITY

The City's obligation to perform pursuant to the terms, conditions and its obligations as described herein are conditioned upon the following:

9. City must enter into an agreement satisfactory to the City with Coastal Mountains Land Trust relating to a fund-raising campaign to be conducted by Coastal Mountains Land Trust in direct support of the Rail Trail and the improvements that the City intends to make on the real property described and depicted in Exhibits A and B, and the future well infrastructure.

10. City must obtain prior approval for its intended development plan of the Rail Trail under a program of rail banking, as generally provided by 49 USC 1152.50 et seq from any and all Federal and State authorities, including but not limited to the Surface Transportation Board. Said approvals must be satisfactory to the City in its sole discretion. By signing below, BPS acknowledges that it is the intent of the City to remove all rail and replace it with a trail for the City's existing rail line running from the northerly point of the Penobscot McCrum real property adjacent to Route 1 to the Oak Hill Road, in a location adjacent to the Malcolm Page property; provided however, sufficient rail will be left so as to maintain the ability of BPS to bring rail passenger service along existing lines onto the Malcolm Page property from the north and crossing the Oak Hill Road in the location of existing rail lines adjacent to the Malcolm Page property. Said rail service from the Malcolm Page property to the Waldo/Belfast town line shall be the subject of a separate lease agreement to be negotiated separately and independently from this agreement by BPS and the City.

11. City must review and be satisfied that the final, binding Purchase and Sale Agreement by and between Malcolm Page and BPS does not conflict with the terms and conditions described herein.

12. BPS must provide sufficient information such that the City, individually and in consultation with others as it deems appropriate, may reasonably determine that BPS has the financial capacity to purchase the Malcolm Page property, and demonstrate the resources and a satisfactory business plan so as to maintain the site as a railroad museum and seasonal tourist excursion train depot, including development of presently planned and intended improvements on site by BPS.

13. The City must have the opportunity to obtain a title insurance policy for the easement areas and the rights that will be secured as described and depicted on Exhibits A and B.

14. Upon execution of this Agreement, BPS shall immediately provide access to the Malcolm Page property so that the City may survey the property and design its intended improvements, evaluate the potential septic system placement and appropriateness of the site for the well location, underground piping and power. This Agreement is conditioned upon the determination by the City in its sole discretion that the Malcolm Page property is appropriate for and will meet the needs of the City as described in this Agreement.

CONDITION PRECEDENT FOR BPS

15. Execution of a Purchase and Sale Agreement by and between BPS and Malcolm Page to the sole satisfaction of BPS.

16. Availability of a title insurance policy for the real property of Malcolm Page, free and clear of all liens and encumbrances.

**MUTUAL OBLIGATIONS OF THE PARTIES
WHICH SHALL SURVIVE THE CLOSING**

The following terms and conditions by and between the parties hereto shall be binding obligations of the parties which shall survive the closing and do hereby bind and obligate the parties as follows:

17. Upon completion of construction of the bathroom facilities and all related infrastructure, the facilities shall be cleaned on a daily basis during seasonal use by BPS. The beginning and end dates for seasonal use shall exclusively be determined by the City on an annual basis, in its sole discretion. BPS shall bear the entire cost of cleaning and maintenance of the restrooms and related infrastructure, including but not limited to daily cleaning and provision of all paper products, cleaning supplies and labor. Maintenance by BPS shall include such incidental interior and exterior painting as is necessary to remove peeling and chipped paint, as well as the repair regarding any vandalism to the premises. Maintenance that BPS shall conduct at its own expense includes such exterior repairs as roof maintenance, repair and/or replacement of roofing material, repair and maintenance of siding, windows, doors and trim. In the event that BPS fails to clean and maintain the property in a good and workmanlike manner, and in a clean and safe manner, the City shall have the right, at any time, to provide the proper cleaning and maintenance and

then may charge BPS for the reasonable cost of those services. Any such bill shall be paid by BPS within 30 days of presentation.

18. Notwithstanding any other term or condition herein, the City reserves the right to exclusively maintain and control all infrastructure necessary for the easement uses as incorporated into the premises described and depicted in Exhibits A and B, provided however that BPS shall jointly control the well and its related infrastructure which serves the City easement areas, and BPS shall exclusively control all other infrastructure on the premises that is not located on or within the easement areas depicted in exhibits A and B. BPS shall work with the City to identify reasonable locations for all water, power and septic lines including a potential pump.

19. The patrons of BPS shall have the right to use the restrooms at all times during which they are open for seasonal use during the regular BPS operating season as determined by a schedule adopted from time to time by the City. BPS shall have the obligation to maintain the security of the facilities by way of locking any buildings and/or infrastructure on a daily basis during seasonal use, upon such dates and times as determined on a schedule as approved by the City.

20. BPS shall construct a well on the premises to be purchased from Malcolm Page at a location that is determined by agreement of the City and BPS, and BPS shall install the well at its sole expense. The underground conduit for electricity for the well pump and bathroom facilities and piping of water to the bathroom facilities that may be constructed by the City shall be installed at the shared expense by BPS and the City on a 50/50 pro rata basis by and between the City and BPS (piping and electricity conduit only-well construction shall be installed at the sole cost of BPS). Ongoing expenses for electricity and the well and maintenance of the underground piping and electric lines shall be shared on a 50/50 pro-rata basis between BPS and the City. The well and underground piping and electricity shall be constructed and installed at such time as the City has constructed the bathroom facilities, and said facilities are ready for water and electricity to be activated so that they may be used by the public. Said underground water and electricity piping and conduits that serve the bathroom facilities shall terminate at a location determined by the City in the event that the bathroom facilities have not been constructed before BPS is ready to install the well and conduit. The City shall have access to the well, piping and electricity pursuant to the easement that will be reflected in a future survey sketch and easement deed, said location to be determined through mutual agreement of the City and BPS.

21. BPS hereby agrees and covenants that at all times it shall maintain hazard insurance for buildings and improvements located on the premises that it owns and controls and it shall maintain liability insurance in an amount not less than \$400,000 or such amount as may be the maximum amount of liability that the City may have under the Maine Tort Claims Act (presently \$400,000), as the statute may be amended from time to time.

22. BPS shall be responsible for any and all real and/or personal property taxes for its real and personal property, consistent with Maine law. Nothing herein is intended to relieve BPS from its obligations to pay real and/or personal property taxes to the extent that BPS is not exempt from such taxation, pursuant to Maine law.

23. BPS shall cause a provision to be included in the mortgage that it conveys from it to Malcolm Page which provides that should BPS be in default of any mortgage covenant or any covenant under a promissory note related thereto, then any notice of default shall be provided by Malcolm Page, or his heirs, assigns and/or successors in interest, to the City which provides an opportunity for the City to cure said default within thirty (30) days of receipt of the notice. In the event that the City does cure such default, BPS shall be responsible to reimburse the City within thirty (30) days for all expenses incurred by the City, including legal, accounting and administrative time related to said review and cure of the default.

24. In the event of an uncured default by BPS of its , BPS shall execute an assignment of all its right title and interest in and to the Page property to the City such that, in the event that BPS at any time defaults, and fails to cure in a timely manner, on its obligations under the mortgage and related promissory note to Malcolm Page, the City at that time shall have the option to “stand in the shoes” of BPS and perform any and all outstanding obligations to Malcolm Page his heirs, successors and/or assigns, and make any outstanding note payments either up front as a single lump sum as described in the promissory note from BPS to Malcolm Page. BPS shall cause Malcolm Page to execute a Release Deed of all right, title and interest in and to the premises on the date the City cures all breaches of BPS. BPS shall not convey, transfer or encumber, either voluntarily or involuntarily, the premises it purchases from Malcolm Page by or with any easement, deed, mortgage, lien, Order or any other instrument that affects, alienates or diminishes its or the City’s right title and interest in and to the premises, or any portion thereof; provided, however, the restraint on alienation and encumbrances will terminate at such time as the promissory note and related obligations to Malcolm Page or his heirs, assigns or successors in interest shall be fully and finally satisfied by BPS.

25. In the event that BPS becomes insolvent, it shall notify the City immediately. For the purposes of this paragraph, insolvent means that BPS is not able to meet all of its financial obligations on a monthly basis for a period of three (3) consecutive months. Said notice shall be in writing and directed to the City Manager and shall be hand delivered and sent certified mail.

26. BPS shall immediately notify the City in the event that it is aware that it is unable to meet its mortgage payments or any other obligations to Malcolm Page in advance of said payment/obligation should such anticipated default be known by BPS; and, in any event, BPS shall notify the City immediately in the event that it fails to make any payment or perform any other obligation under the promissory note and mortgage on the date and time as required in said instruments. Said notice shall be in writing and directed to the City Manager and shall be hand delivered and sent certified mail.

27. Each party shall cooperate with the other with regard to any and all permitting requests that either party seeks from any permitting authority regarding the construction or improvement of betterments, buildings, infrastructure and fixtures on the respective real property regarding their respective real property rights as described herein; provided, however, BPS recognizes and accepts that nothing herein obligates or constrains the City, the City Planning Board, or the Code Enforcement Officer from executing their responsibilities in due course without any contractual obligation created hereby to treat BPS any differently from the public at large for any and all uses or permits that it may seek from the City.

28. The City shall maintain casualty insurance in an amount to cover replacement value of bathroom facilities and betterments it installs, and shall maintain general liability insurance consistent with the amount of maximum liability of the City as determined by the Maine Tort Claims Act, as amended from time to time (presently \$400,000).

29. After purchase of the property by BPS from Malcolm Page, BPS shall take no action, nor fail to act, such that any lien or encumbrance is filed against the interests of the City as described herein. If any encumbrance is filed, BPS shall immediately inform the City and remove such lien or encumbrance within 30 days. If said lien or encumbrance is not removed within 30 days, the City may take any and all necessary actions to remove said lien, including Court action, and BPS shall pay to the City all costs, legal fees and administrative expenses to remove said lien or encumbrance on an ongoing basis as such costs fees and expenses are incurred by the City.

30. BPS shall modify its By-Laws at or prior to the closing at which time it purchases the property from Malcolm Page, such that the City shall be the beneficiary and recipient of all right title and interest BPS receives from Malcolm Page, including all improvements and betterments made by BPS from time to time, should BPS or any successor non-profit entity dissolve, go bankrupt or cease to legally or practically function to maintain and care for said property. The amendment to the BPS By-Laws shall be satisfactory to the City.

31. The terms, conditions, rights and obligations described herein shall inure to the benefit and burden of each Party's assigns and successors in interest.

DISPUTE RESOLUTION

32. Should there be a dispute regarding the rights and obligations of the parties hereto, either before or after the closing, including but not limited to those issues that shall not merge and survive the closing as described herein, the parties shall resolve such dispute through binding arbitration conducted pursuant to the commercial rules of the American Arbitration Association. Arbitration shall be held in Belfast, Maine. The parties shall choose an arbitrator; provided however, if the parties cannot choose a single arbitrator by agreement, they will each choose one agent and those two agents shall then choose an arbitrator. The cost of the arbitrator shall be shared equally by the parties. The parties shall each pay their own attorneys' fees, respectively.

33. Each party to this Agreement has been represented by separate counsel or each party has had the full and fair opportunity to obtain separate counsel and review of the terms and conditions of this Agreement.

INTEGRATION

34. This is an integrated Agreement. There are no other agreements, covenants, promises, warranties or any other understandings between the parties, unless expressly described and contained herein.

Dated:

BROOKS PRESERVATION SOCIETY

Witness

Joey Feero, President of Brooks
Preservation Society, duly authorized

CITY OF BELFAST

Witness

Joseph J. Slocum, City Manager

10-D



BROOKS PRESERVATION SOCIETY | BELFAST & MOOSEHEAD LAKE RAILROAD
31 Veterans Highway • Brooks, Maine 04921 • (207) 722-3899

Joe Slocum, City Manager
131 Church Street
Belfast, ME 04915

12 September 2013

Re: Railroad Corridor lease.

Dear Mr. Slocum,

It was brought to my attention that the City Council hesitates to provide Brooks Preservation Society (BPS) a long term lease, specifically 25 years. As I understand, the council hesitates for several reasons to provide the requested lease. The primary reasons being a fear of obstructing future use of the railroad corridor and a perceived fear that BPS's investment in the property is limited.

First, BPS is making a 15 year commitment on a mortgage. The total for the property, after principal and interest is paid is approximately \$240,000. This is considerable for a non-profit.

BPS agrees to sell to the City a defined easement. This sale supports the rail trail effort and provides needed revenue to support the purchase of City Point. The resulting easement displaces approx 13 parking spaces currently utilized to support train operations. To correct this BPS plans to make a \$10,000 investment to construct parking and correct drainage. Secondly, BPS plans to move a building to accommodate the City's easement. The anticipated expense from moving this building is approximately \$5,000. The memo of understanding commits BPS to install at its expense a well. The cost of this well is approximately \$10,000. In year one BPS is committing \$25,000.

There are several expenditures BPS plans to make in years 1 through 3. These include; repair of the station building (rotted eaves, roof replacement) improving the appearance of the property (paint, landscaping), and parking expansion. We expect to invest approximately 15K to accomplish this.

In years 3 - 6 we intend to make a huge investment in the construction of a building to store locomotives and coaches. This building will be 40' X 90', will be of wooden construction, a concrete floor, and include "green technology". This building will cost approximately \$80,00 - 100K.

There are several investments, that will be made outside of the City of Belfast. These investments are supported by several towns and organizations within Waldo County. BPS desires to return train excursion service between Belfast and Brooks. To accomplish this we are in process, and will continue for several years

(2-10 years) to upgrade track. This expense will be approximately 100K. To accomplish this, BPS has made investments in several pieces of equipment. These investments total 16K. We also began the restoration of Brooks Station by replacing the roof and foundation. This is a 24K investment. A total of \$140,000 will be invested.

BPS has realized a 60% growth in ridership (tour bus business, special event trains and regular ridership). As a result we must increase our hauling capacity. To accomplish this we will investment in the rehabilitation of three coaches. This will cost us approximately 30K.

Thus, over 15 years BPS will invest \$240,000 in the purchase of this property. In addition BPS will invest approximately 310K over 10 years. Our total investment over 15 years will be \$550,000. This is a considerable investment for a non-profit.

To that extent, BPS must insist on a long term lease. A half million dollar expected investment on a 5 year lease seems to be poor business practice. It is plausible that BPS will not realize a return on investment (ROI) for at least 10 years. BPS will need a time to ensure a return on investment.

Lastly, operational expansion; based on realized & projected growth will require the employment of staff to operate, maintain and manage the railroad. BPS will likely utilize hired employees, this is an eventuality, but only when a solid base of operations are established. A short term lease is a barrier to growth needed that will likely lead to employment of citizens of the region. BPS currently utilizes contractors on a limited basis as well to support operations. Increased demand will require additional contracted support staff as well as employed individuals.

The City Counsel expresses concern regarding potential obstruction to future use/agreement by a long term lease. The City has not presented a plan to BPS for any possible development of the rail corridor. The City Manager has assured BPS that the City of Belfast has no intention of any trails beyond City Point. However, BPS, nor the City can predict the future. BPS feels a need to protect itself from any possibility of a lease being terminated during our initial 10 year investment period

BPS has committed to a 15 year mortgage. BPS is dependent on revenue generated as a result of this lease to meet that obligation. A short term lease potentially places BPS in a position where the City can choose not to renew the lease. Thus, inadvertently placing BPS in a position to default on the mortgage. The City can exercise its right to cure the mortgage, take possession of the land and ask the railroad to remove from the City Point property. BPS risks loosing its investment, current creditors risk default on current loans, and BPS risks being burdened with relocation costs. A long term lease will protect BPS from loosing its ability to operate on the corridor should a future counsel desire not to renew the lease.

We recognize the concern of the long term commitment by the City. We are willing to negotiate terms within the long term lease proposals to satisfy concerns.

In summary, BPS intends to make a half million dollar investment at City Point through rehabilitation, construction and expansion of facilities at City Point and outside of City Point. We need to protect investment and allow time to realize an return on our investment. Secondly, a short term lease potentially allows the City to not renew the right of way lease. This has the potential to impact revenue. Loss of revenue will likely cause BPS to default on the City Point mortgage, The City has the ability to exercise its right to act

in our shoes and take possession of the property. BPS will lose investment, the City will retain the property in addition to our investments and BPS risks being removed from the property and burdened with potential relocation costs. BPS need to have protection against this happening.

A 25 year lease prevents many of the above scenarios.

Should you have any questions please feel free to contact me.



Sincerely,

Joe Feero
Executive Director



CITY OF BELFAST

131 Church Street
Belfast, Maine 04915

10-E

Joseph J. Slocum
City Manager

E-mail: jslocum@cityofbelfast.org
Tel: (207) 338-3370 ext. 10
Fax: (207) 338-2419

City Manager recommended September 13, 2013

Naming Opportunities for Major Donors to the Passagassawakeag Rail Trail

Rail Trail naming opportunities for major donors, This is based on providing incentives and recognition to the most generous supporters.

Bridge: for the donor of the leadership gift of \$100,000 or more

Scenic Overlooks (which would include an inscribed stone bench): 2-4 benches, for donors of major gifts of \$50,000 or more

We think there are two sites that offer excellent views from the Rail Trail across the river. One is the section between the former upper bridge and the Beavertail; the second is on the embankment between Robert Gordon's property and the river. Both have views that are unencumbered by trees, and the City owns rights to the water so trees can be managed in the future to keep the views open.

Stone Benches (inscribed): 4-6 benches, for donors of \$20,000 or more

We think it would be welcomed to have a bench about every 1/4 mile along the trail, each sited in an attractive, restful place; additional to the Scenic Overlook benches.

Trailhead Recognition Monument: one at each end, for donors of \$5,000 or more

This is treating the monument as an incentive for major donors, but we also think the community would be very appreciative if this monument listed every donor to the Campaign.

10-F

2013 ENHANCED BETE MUNICIPAL TAX RATE CALCULATION FORM
 Municipality: BELFAST

BE SURE TO COMPLETE THIS FORM BEFORE FILLING IN THE TAX ASSESSMENT WARRANT

1. Local Taxable Real Estate Valuation.....	1	678,232,400	
2. Local Taxable Personal Property Valuation.....	2	27,536,400	
3. Total Taxable Valuation (Line 1 plus line 2).....	3	705,768,800	
4. (a) Total of all Homestead Exempt Valuation	4(a)	15,096,400	
(b) Homestead Exempt Reimbursement Value	4(b)	7,548,200	
		(Line 4(a) multiplied by .5)	
5. (a) Total of all BETE Exempt Valuation	5(a)	13,621,600	
(b) Enhanced BETE Reimbursement Value	5(b)	7,794,701	
Municipalities with significant personal property & equipment may qualify for more than 50% reimbursement. Please contact MRS for the Enhanced Tax Rate Calculator form.			
6. Total Valuation Base (Line 3 plus line 4(b) plus line 5(b)).....	6	721,111,701	

Assessments

7. County Tax.....	7	1,420,462.51	
8. Municipal Appropriation.....	8	4,410,688.00	
9. TIF Financing Plan Amount.....	9	225,000.00	
10. Local Educational Appropriation (Local Share/Contribution)	10	9,160,661.00	
<small>(Adjusted to Municipal Fiscal Year)</small>			
11. Total Assessments (Add lines 7 through 10).....	11	15,216,811.51	

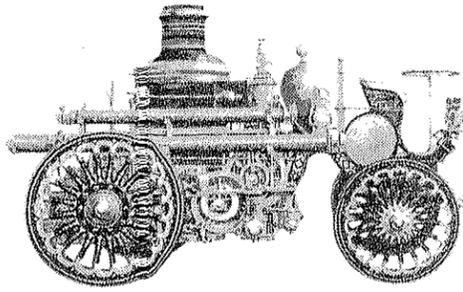
ALLOWABLE DEDUCTIONS

12. State Municipal Revenue Sharing.....	12	334,643.00	
13. Other Revenues: (All other revenues that have been formally appropriated to be used to reduce the commitment such as excise tax revenue, tree growth reimbursement, trust fund or bank interest income, appropriated surplus revenue, etc. Do Not Include any Homestead or BETE Reimbursement)	13	0.00	
14. Total Deductions (Line 12 plus line 13).....	14	334,643.00	
15. Net to be raised by local property tax rate (Line 11 minus line 14).....	15	14,882,168.51	

16.	14,882,168.51	X	1.05	=	15,626,276.94	Maximum Allowable Tax
17.	14,882,168.51	/	721,111,701	=	0.020638	Minimum Tax Rate
18.	15,626,276.94	/	721,111,701	=	0.021669	Maximum Tax Rate
19.	705,768,800	X	0.000000	=	0.00	Tax for Commitment
			(Selected Rate)		(Enter on Page1, line 13)	
20.	14,882,168.51	X	0.05	=	744,108.43	Maximum Overlay
21.	7,548,200	X	0.000000	=	0.00	Homestead Reimbursement
			(Selected Rate)		(Enter on line 8, Assessment Warrant)	
22.	7,794,701	X	0.000000	=	0.00	BETE Reimbursement
			(Selected Rate)		(Enter on line 9, Assessment Warrant)	
23.	0.00	-	14,882,168.51	=	-14,882,168.51	Overlay
	(Line 19 plus lines 21 and 22)				(Enter on line 5, Assessment Warrant)	

(If Line 23 exceeds Line 20 select a lower tax rate.)

Results from this completed form should be used to prepare the Municipal Tax Assessment Warrant, Certificate of Assessment to Municipal Treasurer and Municipal Valuation Return.



10-H

Belfast Fire & Ambulance Department
131 Church Street • Belfast, Maine 04915
Phone 338-3362

September 11, 2013

To: Joe Slocum
City Manager

From: Jim Richards, Chief
Belfast Fire and Ambulance

Reference: Refurbished Ambulance from Global Emergency Vehicles, Levittown, PA

I request permission to purchase a refurbished ambulance box remounted on a 2014 Chevrolet 4500 Series with Dura-Max Diesel. The completed price will be \$89,000.00 (eighty nine thousand dollars) and be available in approximately 45 to 60 days.

The Ambulance box will be identical to the 2006, 2009 and 2011 ambulances that we now have in service.

Bob Richards, Keith Pooler and myself traveled to the company that does the refurbish and remount on Monday, Sept 9, and we were very much impressed with the quality of the work being offered.

Refurbished Box includes:

- New LED lights interior patient compartment
- LED lights on exterior box
- All new exterior doors removed and replaced with new hinges
- All new Air Conditioner and heater hoses replaced in patient compartment
- All new wiring
- All seats in box replaced with vinyl seamless covering
- New Vinyl flooring
- New glass in all inside compartment doors
- Box completely sanded, primed and painted
- New rear bumper and step

A new ambulance would cost approximately \$131,000 to \$151,000 with approximately 4 to 6 months delivery time.

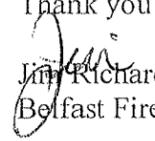
I did get a verbal price from two different dealers on 2012 demonstrators and the price was \$155,000.

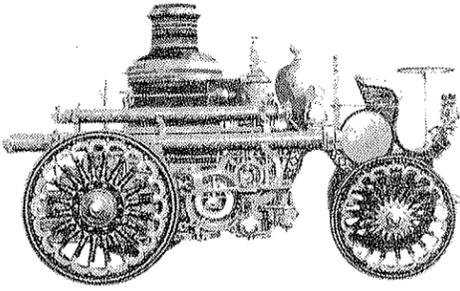
Mileage on our three ambulances that we now have in service:

2011 Ford 128,688
2009 Ford 138,909
2006 Ford 132,677

Funding for the purchase of ambulance to be taken from the Ambulance Capital Reserve account which now is at \$177,482.00

Thank you


Jim Richards, Chief
Belfast Fire and Ambulance



10-I

Belfast Fire & Ambulance Department
131 Church Street • Belfast, Maine 04915
Phone 338-3362

September 11, 2013

To: Joe Slocum
City Manager

From: Jim Richards, Chief
Belfast Fire and Ambulance

Reference: 2004 International with Ambulance Box (Large Size)

Global Emergency Vehicles Inc, the same company that has the Ambulance box and chassis that I have requested that we purchase for the Ambulance service has a 2004 International with only 40,000 miles for a price of \$45,000.00.

Bob Richards, Keith Pooler and myself looked this unit over and found it to be in very good shape and clean for the year with low mileage. We would like to purchase this unit for the Belfast Fire Department for the "Jaws of Life" Rescue Truck which is a 1993 International with 150,562 miles. This low mileage 2004 International should last for 15 to 20 years and be a more reliable and safer vehicle in emergency situations.

The funding for this vehicle would come from the Fire Department Capital Reserve Equipment account which now has \$189, 897.00.

I am trying to negotiate a better price with a package deal and won't be sure of a firm price until Thursday or Friday.

Thank You


Jim Richards, Chief
Belfast Fire and Ambulance

AGENDA TOPIC 10.1

TO: MAYOR & CITY COUNCIL
FROM: WAYNE MARSHALL, CITY PLANNER
DATE: SEPTEMBER 13, 2103
RE: UPDATE ON HARBOR WALK

TREES ON FRONT STREET NEAR STEAMBOAT LANDING PARK

The approved plans identify planting 6 large red maples, 3.5" caliper and about 12' - 14' in height along Front Street. The Council expressed concern regarding the amount of area and soil available in this area to support these plantings. I worked with Ken Studtmann, Richardson and Associates (landscape engineer for project), Chad Francis, Atlantic Landscape Construction (landscape subcontractor to Maine Earth who is responsible for making all plantings), and Stephen Hall, project inspector to discuss potential options. The joint recommendation was to use 4' x 4' metal tree grates to support planting these trees. I have attached a plan prepared by Ken Studtmann that illustrates the lay-out of the trees and the tree grates, specific information regarding the tree gates from Atlantic Landscape, a short statement from Atlantic Construction in support of this option, and a cost estimate to purchase and install the tree gates. Subsequent to receipt of this information, on September 11, Manager Sloucm and I met with representatives from MDOT and Federal Highway Administration (Note - This was a small part of a meeting with a much broader agenda) to obtain their approval of this potential approach. Both stated they would support the use of tree gates.

It appears that the recommended approach will greatly benefit the survivability of these 6 trees that the City will plant. I encourage the Council to support a change order in an amount not to exceed \$18,775 for the purchase of the tree grates. Cost reflects the quote of \$ 17,880 from Atlantic Construction and the standard 5% mark-up (\$894) by Maine Earth. As this amount is greater than the \$15,000 figure the Council granted to me to approve a change order, I am seeking Council approval of the change order. I note that the total amount of the change order is about \$22,905 (\$21,815 quote + 5% Maine Earth administration), because it also includes additional plantings for the Harbor Walk to be installed on Front Street near Heritage Park, Thompson's Wharf, and to the rear of Buildings 3, 4 and 4A. I ask for the authority to approve a change order in an amount not to exceed \$22,905 for the above purposes. There is sufficient money in the existing funds available to this project to pay the above costs.

LIGHTING FOR HARBOR WALK

Residents in the Union Street, Commercial Street and Bay View Street area presented a letter to the Council at a recent meeting and expressed concern regarding the intensity of light, the height of the light standards and associated lighting concerns for the Harbor Walk, particularly the area near Steamboat Landing. I stated that I would ask Larry Bartlett, Bartlett Design, who prepared the lighting plan for the Harbor Walk project to investigate the matter and to provide a report for the Council to consider. Attached is Mr. Bartlett's report.

Mr. Bartlett has concluded that the lighting provided in this area is consistent with the design standard presented to the City and the Committee that worked on this project. He has also identified a potential alternative, at a cost of about \$1500 per fixture, to retrofit appropriate light standards. He further notes that we could obtain a sample light to install on one of the poles to see if such may be of interest to the Council.

I seek Council direction on how you want to proceed. I would suggest that it may be best to look at the alternative lighting after all light poles have been installed in this area, all lights are functioning at the same time, and the trees and other landscaping in the Steamboat Landing area have been installed. This should occur by the end of October.

BOLLARDS

I do not have a specific recommendation to offer regarding bollards. I have attached examples of some off the shelf options, most of which would not need to be secured in the asphalt/concrete. I also note that I discussed the use of bollard with MDOT and FHA at the previously referenced September 11 meeting and that both support the use of 'free-standing' bollards, provided they do not interfere with handicap accessibility. In short, we have flexibility in how we approach the use of bollards. I ask --- do any of the examples shown on the attached pages seem to work for you? I have placed an asterisk next to the type which I believe could work best because they have a larger base.

OTHER ISSUES

With respect to other concerns at the meeting and I will do my best to answer any questions.

Tree Grate

September 12, 2013

To: Maine Earth
Attn: Shane Sargent
ssargent@maineearth.com

QUOTE

For: Belfast Harbor Walk

Provide and install the following:

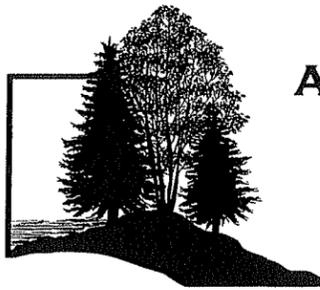
6- 48" x 48" tree grates with frames. Support system for frame to be fabricated by Atlantic Landscape Construction and approved by Richardson Associates, Landscape Architects. This eliminates concrete footings and 6" granite cobble edging.

6- In Place @ \$2,980.00 ea	\$17,880.00
83- Juniperus sabina 'Buffalo'	\$2,241.00
154- Pennisetum alopecuroides 'Piglet'	\$1,694.00
Total Additional Cost	\$21,815.00

NOTE: Ken Studtman from Richardson Associates, Landscape Architects has requested your pricing and copy of accompanying letter sent to Wayne Marshall, city planner today as he has a city council meeting tonight.

TERMS: Net 30 Days.

QUOTE ACCEPTED BY: _____
SIGNATURE DATE



ATLANTIC LANDSCAPE CONSTRUCTION

814 BANGOR RD • ELLSWORTH, ME 04605
PHONE (207)664-2600 • FAX (207)664-2623
WWW.ATLANTICLANDSCAPECONSTRUCTION.COM

September 12, 2013

To: Wayne Marshall, Belfast City Planner

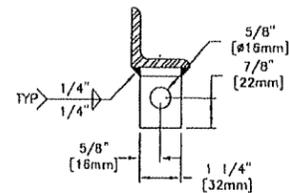
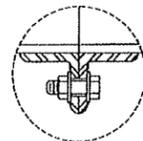
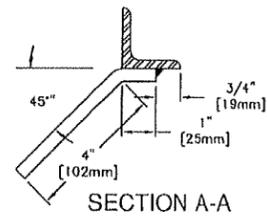
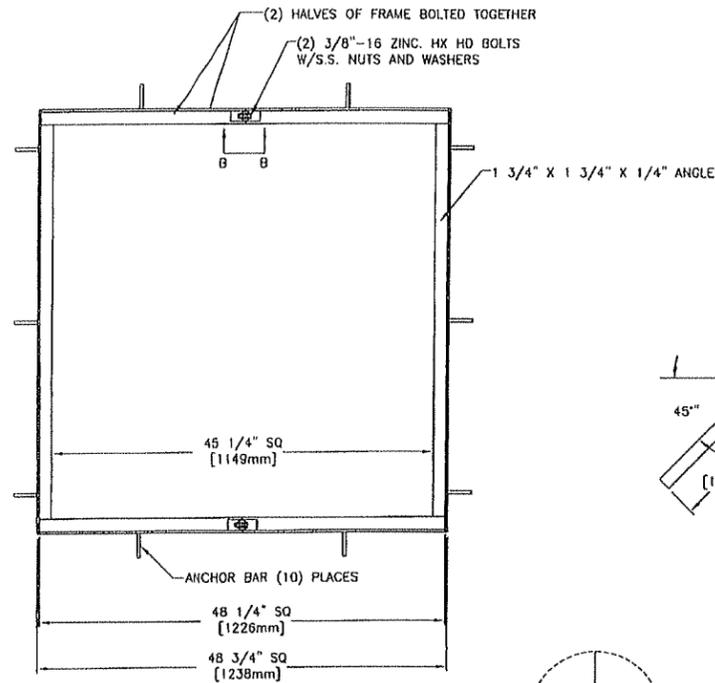
For: Belfast Harbor Walk Project

This letter is to confirm that the use of tree grates will allow for sufficient oxygen for the trees root system and alleviate the damage caused by foot traffic. This will benefit the long term survivability of these street trees.

Thanks
Tim Francis,

Tree Gate

Tree Grate



SECTION B-B BOLT TAB DETAIL
 USE 1 3/4" X 1 3/4" X 1/4" FOR BOLT TABS

1 COAT LO-LUSTER PRIMER
 1 COAT BLACK FINISH
 2 MIL THICKNESS
 PARTS TO HAVE PRODUCT NUMBER

CONFIDENTIAL: This drawing is the property of East Jordan Iron Works, Inc. and embodies confidential information, trade secret information, and/or know how that is the property of East Jordan Iron Works, Inc. © Copyright 2007 East Jordan Iron Works, Inc.

EJIW EAST JORDAN
IRON WORKS EST. 1983

800-626-4653
 www.ejiw.com
 MADE IN USA

PRODUCT NUMBER
48954010P01

CATALOG NUMBER
V-8954 FR

TREE FRAME

LOAD RATING
HEAVY DUTY

COATING
SEE NOTES

ESTIMATED WEIGHT
 FRAME: 48 LBS 22kg

MATERIAL SPECIFICATION
 FRAME-STEEL
 ASTM A36

OPEN AREA
 N/A

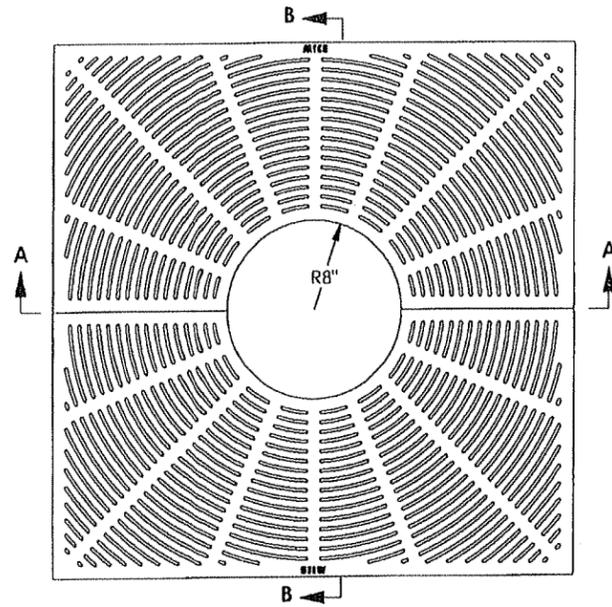
√ DESIGNATES MACHINE SURFACE

DRAWN AWM	DATE 06/08/2011
LAST REVISED	DATE

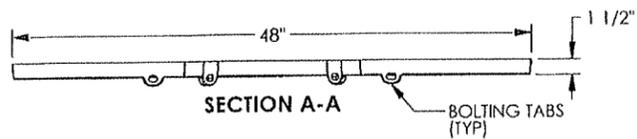
REFERENCE INFORMATION
 NCR11-1368

Tree Grate

8954 Set



SECTION B-B



SECTION A-A

BOLTING TABS (TYP)

Product Number
00895421C01
Design Features
-Materials
Tree Grate
Gray Iron (CL35B)

-Design Load
Non-Traffic
-Open Area
418 Sq. Inches
-Coating
Undipped
-√ Designates Machined Surface

Certification
-ASTM A48
-ADA
-Country of Origin: USA

Major Components
00895421

Drawing Revision
9/9/2011 Designer: SMM
05/09/2013 Revised By: DJH

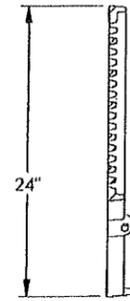
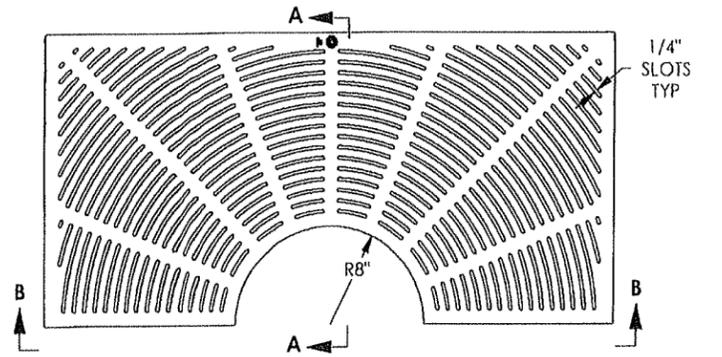
Disclaimer
Weights (lbs/kg), dimensions (inches/mm) and drawings provided for your guidance. We reserve the right to modify specifications without prior notice.

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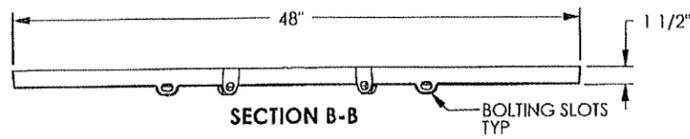
Contact
800 626 4653
ejco.com

Tree Grate

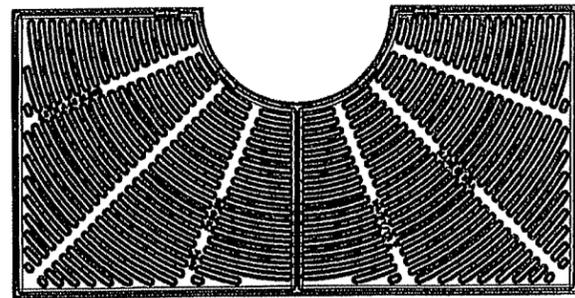
8954 PLAZA Tree Grate



SECTION A-A



SECTION B-B



BOTTOM VIEW

Product Number
00895421

Design Features

- Materials
Gray Iron (CL35B)
- Design Load
Non-Traffic
Open Area
- 209.6 Sq. Inches
- Coating
Undipped
- √ Designates Machined Surface

Certification

- ASTM A48
- Country of Origin: USA

Drawing Revision

- 09/10/2010 Designer: DEW
- 07/15/2013 Revised By: MAH

Disclaimer

Weights (lb/sq), dimensions (inches/mm) and drawings provided for your guidance. We reserve the right to modify specifications without prior notice.

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Contact

800 826 4653
ejco.com

Bartlett Design
LIGHTING & ELECTRICAL ENGINEERING
942 WASHINGTON STREET BATH, MAINE 04530
TEL (207) 443-5447 FAX (207) 443-5560
e-mail: bartlettdesigninc@comcast.net

September 11, 2013

Wayne Marshall
City of Belfast
131 Church Street
Belfast, Maine 04915

RE: Belfast Coastal Walkway
Belfast, Maine

Dear Wayne:

On the evening of August 30th I conducted brief survey of the lighting conditions along the new walkway. At the time of my visit there were a number of lights that were in yet in operation. I was able, however, to record a sufficient number of illuminance readings at lighting poles that are operational to be able to make a general assessment.

The illuminance levels that I was able to record at sections of the lighted walkway indicate that the lighting levels are consistent with the calculations that we initially prepared during the project design. One of the primary goals for the lighting system is to promote the nighttime safety of pedestrians along the walkway. To accomplish this, three elements must be satisfied. First, there must be sufficient light levels at grade along the walkway. Our design intent was to provide a minimum of 0.5 footcandles, and an approximate average of 2.0 footcandles at grade along the walkway.

Secondly, there must be proper lighting uniformity at grade along the walkway. Excessive differences in light levels between the maximum and minimum levels create a potentially hazardous condition. Our design intent was to provide an average-to-minimum uniformity ratio of illuminance at grade of approximately 5-to-1 or better.

Thirdly, there must be adequate vertical illuminance along the walkway at a height of 5 feet above grade. Vertical illuminance is important to promote facial recognition at a distance for security reasons. When walkways are illuminated solely with downlight, the potential for insufficient vertical lighting between lighting poles exists. Vertical lighting is dependent on a degree of light being emitted from luminaires at high angles. The dropped glass refractors which partially direct light side-to-side, were selected for the walkway luminaires to assure that vertical illuminance criteria is met.

Although a comprehensive lighting survey was not conducted on the 30th, the lighting measurements that were recorded generally confirmed that the primary lighting design goals are being met satisfactorily. Illuminance readings were taken at the centerline of the walkway at various points adjacent to, and between lighting poles. The lighting at grade at the east end of the walkway at the entrance to the footbridge was found to be approximately 2.9 footcandles average, with an average-to-minimum uniformity ratio of approximately 1.3-to-1. The lighting at grade along the walkway east of the Belfast Maskers Building and Main Street was found to be approximately 2.4 footcandles average, with an average-to minimum uniformity ratio of approximately 4.8-to-1.

There were only two consecutive lighting poles in operation at the west end adjacent to Steamboat landing. The lighting at grade at this section of the walkway was found to be approximately 2.0 footcandles

average, with an average-to minimum uniformity ratio of approximately 2.9-to-1. At all locations that were surveyed, the vertical illuminance was viewed as being adequate.

I understand that there have been concerns raised by residents regarding the lighting performance as being excessive. It is my opinion that the lighting that is being installed is consistent with our design intent. The primary objective of the lighting solution is to promote pedestrian safety and security. I do not recommend measures be taken to significantly reduce illuminance levels.

I do, however, understand that the walkway lighting conditions, particularly at the Steamboat Landing end, have changed radically. Previously in this area there was very little lighting present, and now with the new walkway, views to the water beyond have diminished because of the walkway lighting. I can guess that the objection voiced by the residents likely has more to do with luminaire brightness than with the intensity of lighting at the walkway. Providing full cut-off luminaires whose entire output distribution provides downlight only would significantly reduce vertical illuminance levels. This would also be the case if the lighting pole heights were reduced. In both cases, to maintain proper vertical illuminance levels, it would be required to reduce the pole spacing by addition lighting poles.

While I do not recommend significant changes to the overall lighting solution, the area at Steamboat Landing might be considered a special condition. It is important not to stray too far from the designed lighting solution; however the City might decide to consider retrofitting a number of lighting poles in this area with an alternate refractor assembly.

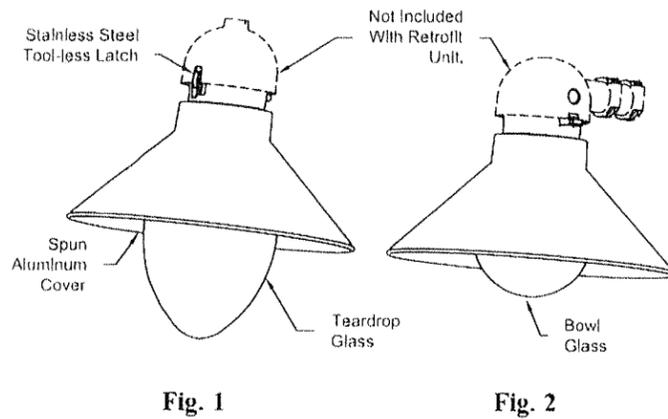


Fig. 1 shows the luminaires as were specified and installed. The luminaire includes a teardrop prismatic glass refractor. It is this refractor which distributes light side-to-side to provide vertical illuminance. It is also this refractor that produces the luminaire brightness.

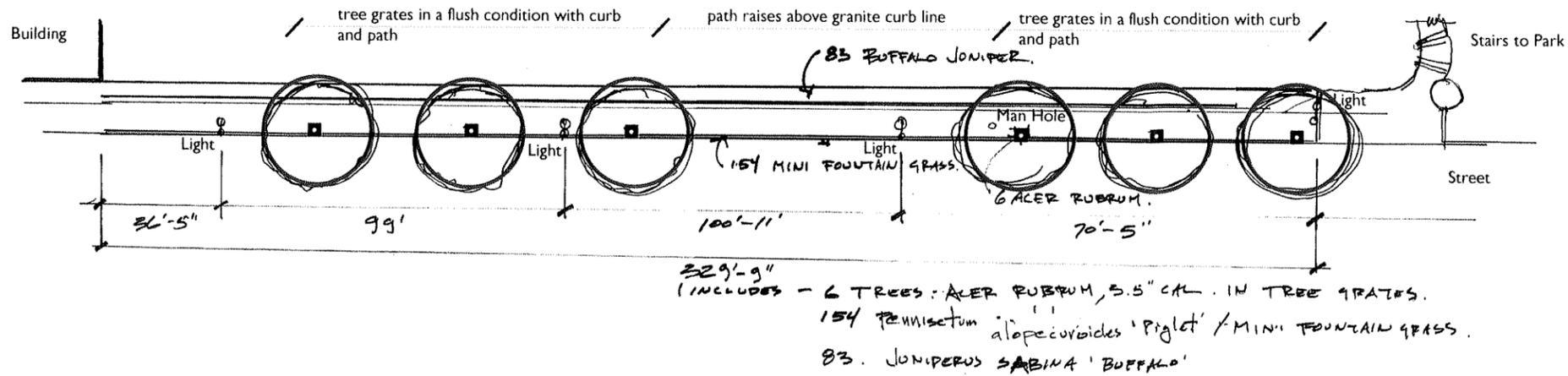
Fig. 2 shows a retrofit refractor that is much shallower. This refractor would produce less luminaire brightness, but additionally, it would also be less able to provide vertical illuminance.

The material cost of the retrofit assembly would be about \$1,500 each. It would be possible to obtain a sample at no cost to view to what degree it impacts the overall performance and to see how the luminaire brightness is reduced.

Let me know if you have any questions or require additional information.

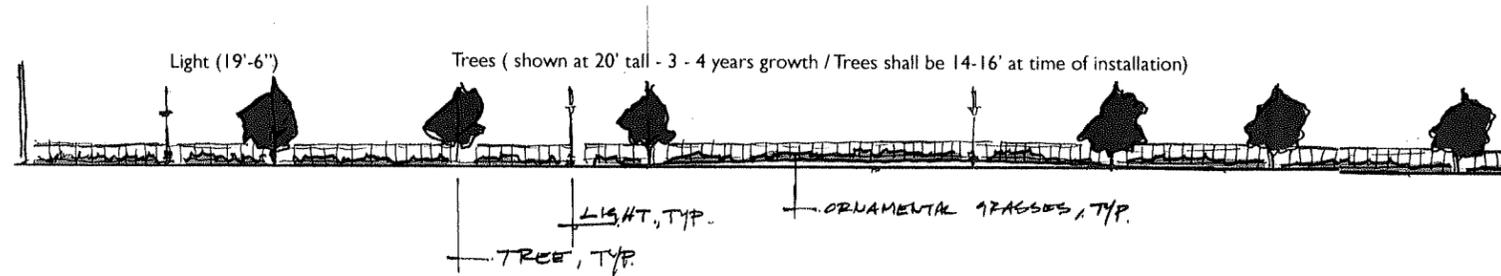
Sincerely,

Lawrence E. Bartlett
Lawrence E. Bartlett, PE



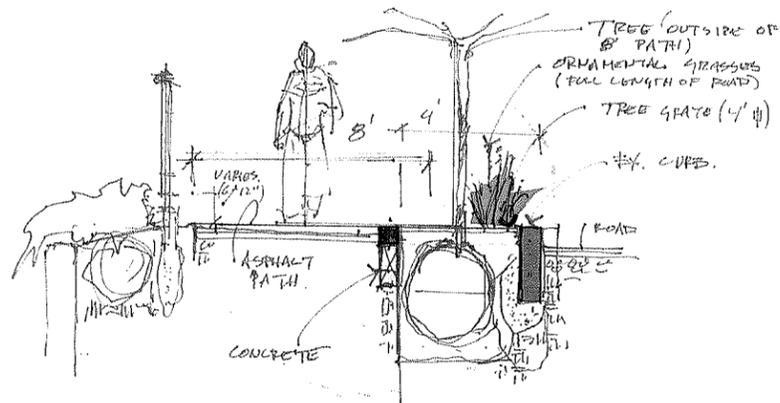
PL 1 PLAN - Placement of Trees and Plant Material

Scale: 1" = 20'



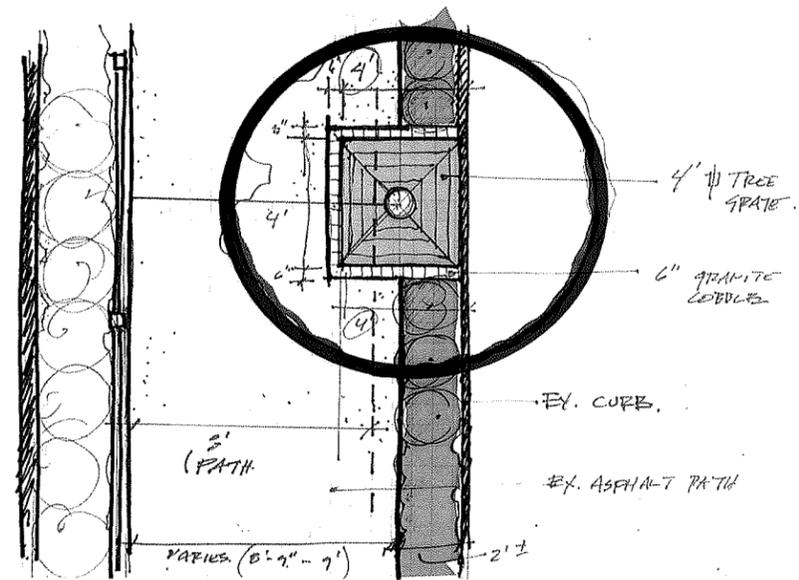
EL 1 ELEVATION

Scale: 1" = 20'-0"



DTL 1 DETAIL Cross-Section through Path and Tree Grate

Scale: 3/8" = 1'-0"



DTL 2 DETAIL Plan

Scale: 3/8" = 1'-0"

