

Government Operations Committee

Monday November 16, 2015

(Immediately following the conclusion of the Finance Committee meeting)

City Council Chambers

AGENDA

1. Referral: Council Ordinance 16-102, Amending Chapter 170 of the Life safety Code of the Code of the City of Bangor by Adopting the National Fire Protection Association's 2009 Edition of NFPA 101
 - Please see the attached Council Action page and Council Ordinance
2. Sub Contract Agreements—Sodium Reduction Grant Program with: Eastern Maine Healthcare Systems and the Good Shepherd Food Bank.
 - Please see attached Council Action pages and Council Orders for each Sub-Contract
3. Request for one Handicapped Parking Space – Judy's Restaurant, 125 State Street
 - Please see attached memorandum from Public Works Director Wardwell
4. 2016 East Coast Sno-Cross Agreement.
 - Please see attached memorandum from Parks and Recreation Director Willette and proposed agreement
5. Annual Election Ballot for the Municipal Review Committee (MRC) Board of Directors.

Each year, Charter municipalities of the MRC have an opportunity to elect 3 members to the Board of Directors, which is comprised of nine members. The MRC represents municipal interests in the joint public /private venture involving the PERC Waste to Energy facility in Orrington. Three 3 year terms expire this December, including one Director position held by City Manager Conlow. There are 8 candidates for the 3 three year terms, and there is one 1 year vacancy to be filled as well. That position will be filled by the candidate with the fourth highest vote total. It is recommended that Bangor cast its vote for City Manager Conlow in order to allow her to continue serving on this Board. Please see attached information

COUNCIL ACTION

Item No. 16-012

Date: November 9, 2015

Item/Subject: **ORDINANCE**, Amending Chapter 170, Life Safety Code, of the Code of the City of Bangor, By Adopting the National Fire Protection Association's 2009 Edition of NFPA 101

Responsible Department: Legal

Commentary: The proposed ordinance amendment replace the current life safety code which is the 1994 edition and adopt the 2009 version of NFPA 101, the version presently adopted by the State of Maine, along with the amendments to NFPA 101 that have made by the State. The changes made by the State include removing the requirement that all new one-and two-family dwellings be sprinkled.

Department Head

Manager's Comments:

City Manager

Associated Information: Ordinance

Budget Approval:

Finance Director

Legal Approval:

City Solicitor

Introduced for

Passage

First Reading

Referral to the Government Operations Committee on November 16, 2015

Assigned to Councilor Perry



CITY OF BANGOR

ORDINANCE, Amending Chapter 170, Life Safety Code, of the Code of the City of Bangor, By Adopting the National Fire Protection Association's 2009 Edition of NFPA 101

WHEREAS, the City's Life Safety Code is presently based on NFPA No. 101, 1994 Edition; and

WHEREAS, the State of Maine presently operates under NFPA 101, 2009 Edition;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BANGOR AS FOLLOWS, THAT

Chapter 170 of the Code of the City of Bangor be amended as follows:

§ 170-1. Adoption of codes.

In accordance with 30-A M.R.S.A. § 3003, the Life Safety Code, ~~1994~~ 2009 Edition, designated as "NFPA ~~No.~~ 101" and adopted by the National Fire Protection Association is hereby adopted and incorporated by reference as the minimum standards of construction, protection and occupancy of structures and buildings located within the City of Bangor for the purposes of life safety from fire and like emergencies-, with the following amendments:

- A. Section 12.3.5.3, subsections (3) and (4) and section 13.3.5.3 are deleted and shall not be incorporated by reference.
- B. Section 24.3.5.1 is deleted and shall not be incorporated by reference.

§ 170-2. Enforcement.

...

- B. Whenever the Fire Chief, Fire Prevention Bureau Chief, the Code Enforcement Officer or their authorized agent(s) determine(s) that there is a violation of any provisions of said code, he/they shall give written notice of such violation to the property owner or the lessee or occupant or their agent(s). Such written notice shall:

...

- (4) Order that said violation(s) be corrected within a reasonable time, such reasonable time to be determined by the Fire Chief, Fire Prevention Bureau Chief, ~~or~~ Code Enforcement Officer or their authorized agent(s) and indicated upon such written notice.

...

§ 170-3. Appeals.

...

- B. The Board may only reverse the order, decision or other action being appealed from if the appellant shows that it can clearly meet the provisions of §§ ~~1-4~~ 1.3 (Application) and ~~1-5~~ 1.4 (Equivalency ~~Concepts~~) of the code Life Safety Code with regard to any alleged violation.

Additions are underlined, deletions ~~struck through~~.

COUNCIL ACTION

Item No. _____

Date: _____

Item/Subject: **ORDER**, Authorizing the City Manager to Execute a Sub Contract Agreement with Eastern Maine Healthcare Systems. (#CDC 16-1049: *Sodium Reduction in Communities*)

Responsible Department: **Public Health and Community Services**

Commentary: This Order will authorize the City Manager to execute a sub contract agreement in the amount of \$45,112.00 on behalf of the City with Eastern Maine Healthcare Systems (EMHS). This purpose of this agreement is to work with EMHS to implement comprehensive strategies aimed at increasing the availability, accessibility, and consumption of lower sodium products in hospital settings. The services under this agreement aim to reduce sodium intake as a key modifiable risk factor associated with high blood pressure and heart disease. The term of the agreement is 9/30/15 to 9/29/16.

Department Head

Manager's Comments:

City Manager

Associated Information: **Order**

Budget Approval:

Finance Director

Legal Approval:

City Solicitor

Introduced for

Passage
 First Reading
 Referral

Page __ of __

Assigned to Councilor



CITY OF BANGOR

(TITLE.) Order, Authorizing the City Manager to Execute a Sub Contract Agreement with Eastern Maine Healthcare Systems (#CDC 16-1049 - *Sodium Reduction in Communities*)

BY THE CITY COUNCIL OF THE CITY OF BANGOR:

BE IT ORDERED, that the City Manager is hereby authorized to execute a sub contract agreement with Eastern Maine Healthcare Systems in an amount not to exceed \$45,112.00 for the purposes of reducing sodium intake in a hospital setting. The term of the agreement is September 30, 2015 to September 29, 2016 and will be in a form acceptable to the City Solicitor.

**City of Bangor
Agreement to Purchase Services**

THIS AGREEMENT, made this 24th day of November 2015 is by and between the City of Bangor, hereinafter called "Contractor" and EMHS, mailing address 43 Whiting Hill Road, Cianchette Building, Brewer, Maine 04412, hereinafter called "Provider," for the period of 9/30/2015 to 09/29/2016.

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Contractor, the Provider hereby agrees with the Contractor to furnish all qualified personnel, facilities, materials and services and in consultation with the Contractor, to perform the services, study or projects described, and under the terms of this Agreement.

The following Riders and Attachments from the *Sodium Reduction in Communities* contract with the State of Maine are hereby incorporated into this Agreement and made part of it by reference:

- Rider A – Specifications of Work to be Performed
- Rider B – Payment and Other Provisions
- Rider D – Additional Requirements
- Rider E – Program Requirements
- Rider G – Identification of Country In Which Contracted Work Will Be Performed
- Rider I – Assurance of Compliance, Exceptions

WITNESSETH, that this contract is consistent with Executive Order 01 FY 11/12 or a superseding Executive Order, and complies with its requirements.

IN WITNESS WHEREOF, the Contractor and the Provider, by their representatives duly authorized, have executed this agreement in one original copy.

CITY OF BANGOR

By: _____
Catherine M. Conlow, City Manager

AND

EMHS

By: _____
Doug Michael, Chief Community Health & Grants Officer

Total Agreement Amount: \$45,112.00 to be disbursed on a monthly basis.

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

I. INTRODUCTION/OVERVIEW

Funds are provided under this Subcontract for the provision of Program Implementation services. The service descriptions are detailed in Section II Deliverables.

This Subcontract is being entered into in order to fulfill City of Bangor obligations to the State of Maine DHHS, Center for Disease Control and Prevention which has entered into an Agreement with the United States Center for Disease Control & Prevention (U.S. CDC) grant award DP13-1301. The City of Bangor will utilize the services of EMHS in achieving strategies and activities contained within the State of Maine DHHS, Center for Disease Control and Prevention DHHS Agreement # CDC-16-1049.

This Subcontract is provided to ensure strong local public health infrastructure to implement comprehensive strategies aimed at increasing the availability, accessibility, and consumption of lower sodium food products by making the healthy choice the easy choice in hospital settings.

The services under this agreement aim at reducing sodium intake as a key modifiable risk factor associated with high blood pressure and heart disease. This is especially important in Maine where hypertension rates are higher than the national average and have been on the rise. New research published in Clinical Endocrinology suggests that a high sodium diet contributes to obesity-related metabolic disorders, including high cholesterol, insulin resistance and metabolic syndrome.

II. DELIVERABLES

EMHS Areas of Focus

- Implement menu and/or meal modifications to reduce sodium

EMHS Sodium Reduction Activities

- Assess the food environment to identify opportunities and barriers to achieving the outcomes of this project
- As identified increase point of selection choices by educating customers about healthier options
- Assist with implementation of evaluation plan
- Complete data entry of recipes, recipe generation, and others items as needed
- Participate in the local sodium leadership team (monthly meetings)
- Participate in webinars, conference calls, and other learning opportunities related to sodium reduction as needed.

Accountability:

- Regular meetings between City of Bangor Sodium Reduction Coordinator and EMHS designee.

- Written agreement between the City of Bangor and EMHS.
- Participate in quarterly project reports
- Participate in project evaluation & data collection
- Monthly financial report and invoice of actual expenditures.

III. PERFORMANCE MEASURES

EMHS designee will have regular meetings with the City of Bangor Sodium Reduction Coordinator listed in Rider B Section 6 and the Evaluator to meet and document the following required federal CDC performance measure outcomes:

Increase availability of lower sodium foods

- Average sodium content of foods or meals by food category

Increase accessibility of lower sodium food product

- % and # of people with access to environments with healthy food options, including lower sodium foods

Increase purchase/selection of lower sodium food products

- % and # of lower sodium foods purchased/selected by food category

Reduce sodium intake

- Average daily sodium intake

IV. REPORTS

EMHS shall submit data, detailing progress towards the deliverables, to assist the City of Bangor in the preparation of reports with the specifications according to the following schedule:

Performance Measurement Reports

Report Period:	Date Due:
October 1 – December 31, 2015	January 31, 2016
January 1 – March 31, 2016	April 30, 2016
April 1 – June 30, 2016	July 30, 2016
July 1 – September 29, 2016	October 30, 2016

The City of Bangor and Subcontractors including EMHS understand that the reports are due within the timeframes established and that the Department will not make subsequent payment installments under this Agreement until such reports are received, reviewed and accepted.

EMHS further agrees to submit such other data and reports as may be requested by the City of Bangor.

RIDER B
PAYMENT AND OTHER PROVISIONS

1. AGREEMENT AMOUNT: \$45,112.

The sources of funds and compliance requirements for this Agreement follow:

A. Federal Funds

\$45,112.



93.082 Center for Chronic Disease Prevention and Health Promotion, Maine CDC Sodium Reduction in Communities, 1U58DP004929-01

\$45,112.

2. **INVOICES AND PAYMENT:** The City of Bangor will pay EMHS twelve (12) monthly payments for the period ending September 30, 2016, upon receipt of an approved invoice. These payments will be based upon actual services performed.

TABLE OF ALLOWABLE EXPENSES			
based on a 12 month budget			
PERSONNEL	Hourly wage	Annual Hours	Salary
Project Coordinator (16hr/wk)			
Base Salary			\$19,154.74
Fringe Benefits			8,518.12
Total personnel			\$27,672.86
PROGRAM EXPENSES			
Travel - In state : 1136 miles @.44/mile			\$750
Nutrient Analysis Software			\$1,300
Market/Communications			\$500
Other (Training/In-service/Materials)			\$2000
Total program expenses			\$4,550.00
OTHER			
Federal Indirect Cost Rate = 40%			\$12,889.14
Totals			\$45,112.00

Appendix B: Required Language for Subcontracts

11. **EMPLOYMENT AND PERSONNEL.** The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 M.R.S.A. § 18 or 17 M.R.S.A. § 3104. The Provider shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency,

COUNCIL ACTION

Item No. _____

Date: Nov 23, 2015

Item/Subject: **ORDER**, Authorizing the City Manager to Execute a Sub Contract Agreement with Good Shepherd Food Bank. (#CDC 16-1049: *Sodium Reduction in Communities*)

Responsible Department: Public Health and Community Services

Commentary: This Order will authorize the City Manager to execute a sub contract agreement in the amount of \$15,550.00 on behalf of the City with Good Shepherd Food Bank (GSFB). The purpose of this agreement is to work with GSFB to implement comprehensive strategies aimed at increasing the availability, accessibility, and consumption of lower sodium products in food distribution settings. The services under this agreement aim to reduce sodium intake as a key modifiable risk factor associated with high blood pressure and heart disease. The term is September 30, 2015 to September 29, 2016.

Department Head

Manager's Comments:

City Manager

Associated Information: Order

Budget Approval:

Finance Director

Legal Approval:

City Solicitor

Introduced for
 Passage
 First Reading
 Referral

Page __ of __

Assigned to Councilor



CITY OF BANGOR

(TITLE.) Order, Authorizing the City Manager to Execute a Sub Contract Agreement with Good Shepherd Food Bank (#CDC 16-1049 - *Sodium Reduction in Communities*)

BY THE CITY COUNCIL OF THE CITY OF BANGOR:

BE IT ORDERED, that the City Manager is hereby authorized to execute a sub contract agreement with Good Shepherd Food Bank in an amount not to exceed \$15,500.00 for the purposes of reducing sodium intake in food distribution settings. The term of the agreement is September 30, 2015 to September 29, 2016 and will be in a form acceptable to the City Solicitor.

**City of Bangor
Agreement to Purchase Services**

THIS AGREEMENT, made this 24th day of November, 2015 is by and between the City of Bangor, hereinafter called "Contractor" and Good Shepherd Food Bank, mailing address 88 Stevens Rd, Brewer, ME 04412, hereinafter called "Provider," for the period of 9/30/2015 to 9/29/2016.

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Contractor, the Provider hereby agrees with the Contractor to furnish all qualified personnel, facilities, materials and services and in consultation with the Contractor, to perform the services, study or projects described, and under the terms of this Agreement.

The following Riders and Attachments from the *Sodium Reduction in Communities* contract with the State of Maine are hereby incorporated into this Agreement and made part of it by reference:

- Rider A – Specifications of Work to be Performed
- Rider B – Payment and Other Provisions
- Rider D – Additional Requirements
- Rider E – Program Requirements
- Rider G – Identification of Country In Which Contracted Work Will Be Performed
- Rider I – Assurance of Compliance, Exceptions

WITNESSETH, that this contract is consistent with Executive Order 01 FY 11/12 or a superseding Executive Order, and complies with its requirements.

IN WITNESS WHEREOF, the Contractor and the Provider, by their representatives duly authorized, have executed this agreement in one original copy.

CITY OF BANGOR

By: _____
Catherine M. Conlow, City Manager

AND

Good Shepherd Food Bank

By: _____
Kristen Miale, President

Total Agreement Amount: \$15,000 to be disbursed on a monthly basis.

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

I. INTRODUCTION/OVERVIEW

Funds are provided under this Subcontract for the provision of Program Implementation services. The service descriptions are detailed in Section II Deliverables.

This Subcontract is being entered into in order to fulfill City of Bangor obligations to the State of Maine DHHS, Center for Disease Control and Prevention which has entered into an Agreement with the United States Center for Disease Control & Prevention (U.S. CDC) grant award DP13-1301. The City of Bangor will utilize the services of Good Shepherd Food Bank in achieving strategies and activities contained within the State of Maine DHHS, Center for Disease Control and Prevention DHHS Agreement # CDC-15-1049.

This Subcontract is provided to ensure strong local public health infrastructure to implement comprehensive strategies aimed at increasing the availability, accessibility, and consumption of lower sodium food products by making the healthy choice the easy choice in food pantry settings.

The services under this agreement aim at reducing sodium intake as a key modifiable risk factor associated with high blood pressure and heart disease. This is especially important in Maine where hypertension rates are higher than the national average and have been on the rise. New research published in Clinical Endocrinology suggests that a high sodium diet contributes to obesity-related metabolic disorders, including high cholesterol, insulin resistance and metabolic syndrome.

II. DELIVERABLES

Good Shepherd Food Bank Areas of Focus

- Develop and implement food service guidelines/nutrition standards
- Implement menu and/or meal modifications to reduce sodium
- Implement strategies that may enhance the purchase/selection of lower sodium foods

Good Shepherd Food Bank Sodium Reduction Activities

- Assess the food environment to identify opportunities and barriers to achieving the outcomes of this project
- Influence selections at the food pantries by educating donors on the healthier options of food that can be donated
- Increase point of selection choices by educating customers about healthier options
- Coordinate with Supplemental Nutrition Assistance Program (SNAP-Ed) initiatives
- Coordinate food placement and food demonstrations
- Assist with implementation of evaluation plan
- Assist with implementation of Good Shepherd Food Bank food guidelines at pilot food pantry sites
- Participate in the local sodium leadership team (monthly meetings)

- Participate in webinars, conference calls, and other learning opportunities related to sodium reduction as needed.

Accountability:

- Regular meetings between City of Bangor Sodium Reduction Coordinator and GOOD SHEPHERD FOOD BANK designee.
- Written agreement between the City of Bangor and GOOD SHEPHERD FOOD BANK.
- Participate in quarterly project reports
- Participate in project evaluation & data collection
- Monthly financial report and invoice of actual expenditures.

III. PERFORMANCE MEASURES

GOOD SHEPHERD FOOD BANK designee will have regular meetings with the City of Bangor Sodium Reduction Coordinator listed in Rider B Section 6 and the Evaluator to meet and document the following required federal CDC performance measure outcomes:

Increase availability of lower sodium foods

- % and # of entities adopting comprehensive nutrition standards and practices, including sodium reductions standards and practices
- Average sodium content of foods or meals by food category

Increase accessibility of lower sodium food product

- % and # of people with access to environments with healthy food options, including lower sodium foods

Increase purchase/selection of lower sodium food products

- % and # of lower sodium foods purchased/selected by food category

Reduce sodium intake

- Average daily sodium intake

IV. REPORTS

Good Shepherd Food Bank shall submit data, detailing progress towards the deliverables, to assist the City of Bangor in the preparation of reports with the specifications according to the following schedule:

Performance Measurement Reports

Report Period:

Date Due:

October 1- December 31, 2015
January 1 – March 31, 2016
April 1 – June 30, 2016
July 1 – September 30, 2016

January 30, 2016
April 30, 2016
July 30, 2016
October 30, 2016

The City of Bangor and Subcontractors including Good Shepherd Food Bank understand that the reports are due within the timeframes established and that the Department will not make subsequent payment installments under this Agreement until such reports are received, reviewed and accepted.

Good Shepherd Food Bank further agrees to submit such other data and reports as may be requested by the City of Bangor.

RIDER B
PAYMENT AND OTHER PROVISIONS

1. AGREEMENT AMOUNT: \$15,000.

The sources of funds and compliance requirements for this Agreement follow:

A. Federal Funds

\$15,500.



93.082 Center for Chronic Disease Prevention and Health Promotion, Maine CDC Sodium Reduction in Communities, 1U58DP004929-01

\$15,500.

2. **INVOICES AND PAYMENT:** The City of Bangor will pay Good Shepherd Food Bank twelve (12) monthly payments for the period ending September 30, 2016, upon receipt of an approved invoice. These payments will be based upon actual services performed.

TABLE OF ALLOWABLE EXPENSES

PERSONNEL	Salary
Salary	\$ 12,150.00
Fringe Benefits % of salary	\$ 1,350.00
Total Personnel	\$ 13,500.00
Mini grants	\$ 2,000.00
Grand Total	\$ 15,500.00

Appendix B: Required Language for Subcontracts

11. **EMPLOYMENT AND PERSONNEL.** The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 M.R.S.A. § 18 or 17 M.R.S.A. § 3104. The Provider shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12. **STATE EMPLOYEES NOT TO BENEFIT.** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise there from directly or indirectly that would constitute a violation of 5 M.R.S.A. § 18 or 17 M.R.S.A. § 3104. No other individual employed by the State



530 MAINE AVE.
BANGOR, MAINE 04401
TEL: 207/992-4501

PUBLIC SERVICES DEPARTMENT – OPERATION and MAINTENANCE
Dana R. Wardwell, Director

To: Government Operations Committee
From: Dana Wardwell
Subject: Request by Judy's Restaurant for a handicap parking space
Date: November 16, 2015

BACKGROUND

Jeff Ashley the General Manager of Judy's Restaurant at 125 State Street, contacted me to request that an area in front of Judy's restaurant be designated as handicap parking. He states that many of his patrons would benefit from this designation.

RECOMMENDATION

Staff recommends designating a 9' x 20' area located 30 feet west of the western Essex Street curb line extended as handicap parking.

048-198

048-203

048-218

048-199

048-202

048-200

US-2

Essex Street curb line extended

9" x 20' Handicap parking space 30 feet from Essex Street curbline extended

049-053

Judy's resturant

049-050

ROAD-LOCAL

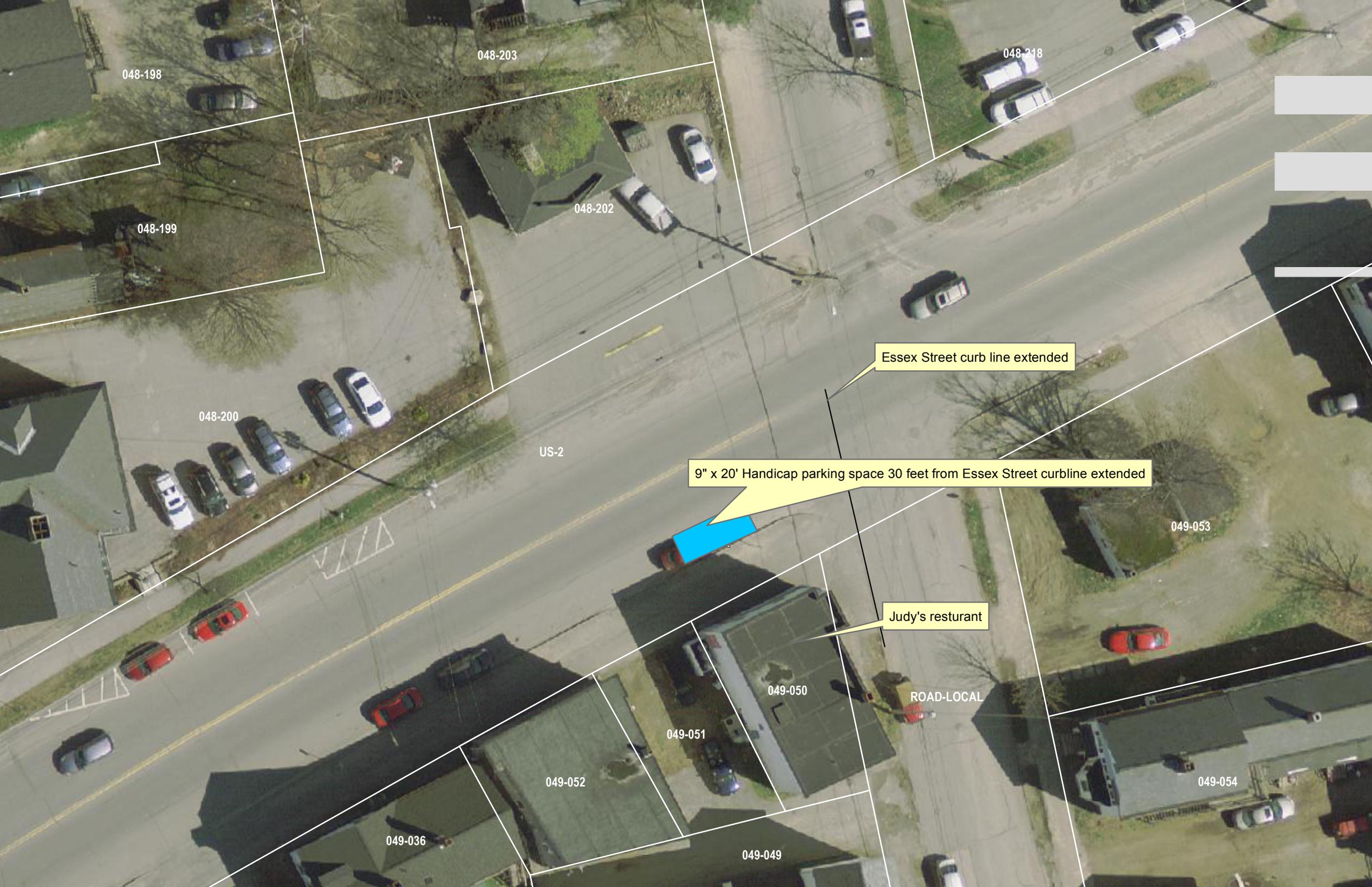
049-051

049-052

049-054

049-036

049-049



MEMORANDUM

TO: Government Operation Committee

FROM: Tracy Willette, Director
Parks and Recreation

SUBJ: 2016 Sno Cross at Bass Park

DATE: November 12, 2015

Last winter, the Eastern Maine Community College Foundation sponsored a professional snowmobile event, Sno Cross, at Bass Park. It was intended to be a fundraiser for the foundation and they collaborated with Eastern Sno Cross, a professional snowmobile racing tour.

The Eastern Maine Community College Foundation has decided not to sponsor the event this year. However, the event was successful enough for Eastern Sno Cross, so they would like to have the event again in 2016. The planned dates are January 30th and 31st. As we did with the Eastern Maine Community College Foundation last year, we will enter into a use agreement with Eastern Sno Cross using much of the same language as the 2015 agreement with the Eastern Maine Community College Foundation. Included in the 2016 draft will be language regarding snow making activity.

In 2015 staff from the Community and Economic Development office acted as the City's representative for this agreement. This year staff from the Parks and Recreation Department will be the City's representative which is consistent with other event agreements.

Staff will be at your meeting to answer any questions you may have.

TEMPORARY USE AGREEMENT

This Temporary Use Agreement (the "Agreement") is made this _____ day of _____, 2015 by and between the City of Bangor (the "City") and East Coast Sno Cross ("ECSC") and HC Bangor, LLC ("HCB").

WHEREAS, ECSC wishes to host a snocross event at Bass Park in January 2016 (the "Event"); and

WHEREAS, the City and GLP Capital, L.P. are parties to a lease (the "Park Lease") of certain portions of Bass Park, setting forth the rights and responsibilities of each; and

WHEREAS, GLP Capital, L.P. has subleased all of its right, title and interest in and to the Park Lease and Bass Park to Penn Tenant, LLC, who has in turn further sublet all of the right, title and interest in and to the Park Lease and Bass Park to HCB.

WHEREAS, the City and HCB are willing to allow the use by ECSC of certain portions of Bass Park, including the track, track infield, parking and Grandstand (collectively, the "Premises") pursuant to the express terms of this Agreement.

NOW, THEREFORE, the City, ECSC and HCB mutually agree to the following terms and conditions allowing said use as follows:

1. Use:

ECSC shall use the Premises, as further defined below, for the purposes of hosting a snocross racing event. ECSC shall be allowed to build an appropriate snocross racing track on the Premises. ECSC shall be authorized to use reasonable equipment to build the race track.

2. Dates and Hours of Use:

ECSC shall be authorized to be on the Premises from January 11th, 2016 to February 1st, 2016 (the "Use Period") during reasonable hours to set up, host and clean up for the event.

The snowmobile racing event shall be held on January 30th and 31st, 2016 from 9am to 5pm, unless otherwise approved by the City.

Should ECSC need to create snow during the "use period" for this event, it will be done under terms negotiated with and agreeable to the City.

3. Premises:

ECSC shall be permitted to use the Bass Park track, infield, paddock area outside of stables, and a majority portion of the parking lot as to be agreed upon by the parties, and grandstand spectator seating. The specific area shall be agreed upon by the parties after submission by ECSC to the City and HCB of the areas they propose to use.

On or before January 4, 2016, ECSC shall provide the City and HCB with a plan detailing the proposed areas of Bass Park to use and purpose. The proposed plan will identify the spectator areas, snowmobile racing track, vendors, parking, bathroom facilities and other event infrastructure. The proposed plan is subject to final approval by the City and HCB to the extent of their respective interests in Bass Park pursuant to the terms of the Park Lease. ECSC shall not be permitted to use any other areas of Bass Park.

4. Security:

ECSC shall provide reasonable private security for their event. ECSC shall contract with the City to provide additional security and public safety for the duration of their event. ECSC shall pay the City for police at a rate of \$63 per hour per commanding officer (one) for a four hour minimum and \$58 per hour for each officer for a four hour minimum. Emergency medical personnel shall be paid at a rate \$223.05 per commanding officer (one) for a four hour minimum and \$55.76 for each additional hour and \$197.11 for each firefighter for a four hour minimum and \$49.28 per firefighter for each additional hour and equipment required by the City for this event. The staffing level for police and emergency medical personnel shall be based on the recommendation of the Police Chief and Fire Chief, with consideration for the attendance, size and nature of the event.

5. Restroom facilities:

ECSC shall be responsible for providing adequate portable and non portable restroom facilities for their event. The number of portable restrooms to be provided shall be accordance with typical event standards of this type. An adequate number of barrier free portable restrooms shall be included. ECSC shall not use the restrooms in the Grandstand. ECSC shall be solely responsible for removal of the portable restrooms and all effluent therein in accordance with all laws.

6. Food and Beverage:

ECSC may have vendors for clothing, memorabilia, food and beverages, including a vendor duly licensed and authorized to sell alcoholic beverages in the State of Maine, on the premises within the secured event area. Alcoholic beverage vendors shall only employ TIPS certified employees in concession sites where alcohol will be sold. ECSC shall not allow any food or beverage vendor to operate until it has received any required inspection and permit. No food or beverage shall be served outside of the Premises. ECSC shall retain all revenue from merchandise, food and beverage, and ticket sales after payment to the City of the amount due described herein.

7. Cleanup:

ECSC shall be responsible for the cleanup of the premises and surrounding area, including but not limited to, removal of the snocross track that is built, all refuse, snow from the harness racing track surface, excess from the infield of the harness racing track. The cleanup of the track shall be sufficient to return the track to as good as or better condition as existed prior to entry by ECSC onto the Premises pursuant to this Agreement. The excess snow volume shall be determine by the City Engineer and shall reflect the volume of snow, weather forecast and other factors. The requirement for EMMC to remove

excess snow shall be at the sole determination and discretion of the City Engineer and reasonably acceptable to HCB.

8. Compliance with Laws

ECSC shall comply with all federal, state, and local laws, regulations, and ordinances.

9. Indemnification

EMMC shall indemnify, defend, save and hold harmless the City, Global Spectrum, GLP Capital, L.P., Penn Tenant, LLC and HCB and each of their respective employees, officers, directors, partners, members and agents of, from and against any and all suits, claims, damages and actions of any kind or nature arising directly or indirectly from the use of the Premises by ECSC pursuant to this Agreement, including, but not limited to, from the negligence or willful acts of ECSC, its agents, servants, and employees in the exercise of ECSC's rights granted under this Agreement. For this purpose only, ECSC hereby expressly waives any and all immunity from suit or judgment ECSC may otherwise enjoy under provisions of the Maine Worker's Compensation Act, Title 39-A Maine Revised Statutes, Section 104, or other provisions of law, with respect to any claim, demand, action, suit or judgment brought or recovered by ECSC's agents, servants or employees against the City, Global Spectrum, GLP Capital, L.P., Penn Tenant, LLC and/or HCB, arising directly or indirectly, out of the ECSC's or its agents, servants or employees use of the Premise and/or the exercise of the rights granted under this Agreement. For this purpose only, ECSC further expressly waives any and all immunity from suit or judgment it may otherwise enjoy under Title 14 Maine Revised Statutes, Section 158-A.

10. Insurance:

ECSC shall at its own expense provide commercial liability insurance in an amount not less than \$1,000,000 per accident and \$5,000,000 aggregate coverage for all claims arising out of the named insured's activities on the premises. The City and GLP shall be provided with certificates of insurance evidencing such coverage, which shall name the City of Bangor, Global Spectrum and GLP as additional insured.

11. Fee:

ECSC agrees to pay the City \$1.25 of every ticket sold. Settlement for this and City services will be due at the conclusion of the event on Sunday January 31st, 2016 through a settlement process with the Parks and Recreation Director or designee and a representative of ECSC.

ECSC agrees to pay the City for water used for snowmaking to build and/or maintain the snocross racing surface at the current established rate.

12. Escrow:

ECSC shall pay to the City on or before January 4, 2016 the sum of \$5,000 to be held by the City in escrow. If, after consulting in with ECSC, the parties cannot reach an agreement concerning any monies

owed for an alleged financial obligation or damage, the City shall have the right to draw down the escrow funds to pay any financial obligation due the City or pay for damage seven (7) days after the scheduled event.

13. Amendments:

Any amendments to this agreement shall be in writing and shall not be effective unless such writing is executed by all parties to this Agreement.

14. Miscellaneous:

This Agreement sets forth all the promises, agreements, conditions and understandings between the City, ECSC and HCB relative to the use of the Premises by ECSC for the Event, and there is no promise, agreement, condition or understanding, either oral or written, between them other than as are herein set forth.

Each covenant and agreement contained in this Agreement shall for all purposes be construed to be a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

The headings to the various paragraphs of this Agreement have been inserted for convenient reference only and shall not modify, amend or change the express terms and provisions of this Agreement.

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Maine.

This Agreement or a memorandum hereof shall not be recorded in the land records of the municipality, county or state in which the Premises is located.

This Agreement may be executed in any number of counterparts each of which shall be an original and all, when taken together, shall constitute one and the same document. Transmission by facsimile of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

This agreement constitutes the entire agreement between the City, ECSC and HCB.

[CONTINUED ON THE NEXT PAGE]

The undersigned hereby warrant and represent that they have proper authority to enter into this agreement on behalf of their respective parties.

CITY OF BANGOR

Witness

By: _____
Name: Cathy Conlow
Title: City Manager

EAST COAST SNO CROSS

Witness

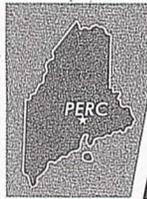
By: _____
Name:
Title:

HOLLYWOOD CASINO BANGOR, LLC

Witness

By: _____
Name:
Title:

395 State Street
Ellsworth, ME 04605
www.mrcmaine.org



866-254-3507
207-664-1700 Voice
207-667-2099 Fax
glounder@mrcmaine.org E-mail

To: MRC Membership
From: Greg Louder, MRC Clerk *[Signature]*
Date: November 3, 2015
RE: MRC Board of Directors Election Ballot

Please find enclosed a MRC Board of Directors election ballot. Ballots cast in this election will determine the election of three (3) Directors to serve on the MRC Board of Directors for three-year terms from January 1, 2016 through December 31, 2018. The candidate receiving the fourth highest number of votes will be elected to fill a vacancy from January 1, 2016 through December 31, 2018.

Biographical descriptions of the candidates, as provided by the candidates, are also enclosed for your information.

Ballots must be returned to MRC before 5:00 pm, December 15, 2015.

The election results will be read at the MRC Annual Meeting held at 3:00 P.M. in the afternoon on December 16, 2015 at the Cross Insurance Center on 515 Main Street in Bangor.

Note: Vote must be cast for one candidate only.

Please contact Greg Louder at 664-1700 or 866-254-3507 with any questions.

Voting Ballot

- ◆ To fill three positions for a three year term from January 1, 2016 to December 31, 2018
(3 highest vote totals)
- ◆ To fill a vacancy from January 1, 2016 to December 31, 2017
(Fourth highest vote total)

The Charter Municipality of _____ casts its vote for the following *individual* to serve on the Municipal Review Committee Board of Directors for the above stated term.

Note: Candidates are listed alphabetically. Biographies provided by each candidate are attached.

VOTE FOR ONE INDIVIDUAL ONLY

→ *More than one checked box will invalidate the ballot* ←

- Irene L. Belanger – China
- Catherine M. Conlow - Bangor
- Karen Fussell – Brewer
- Angus Jennings - Hampden
- Peter Nielson – Winthrop
- Mike Roy – Waterville
- Tony Smith – Mount Desert
- Barbara Veilleux – Penobscot County

Please return this ballot no later than 5:00 p.m., DECEMBER 14, 2015 to:

Municipal Review Committee, Inc.
395 State Street
Ellsworth, Maine 04605
Or

FAX: (207) 667-2099 EMAIL ATTACHMENT: glounder@mrcmaine.org

**RESULTS OF THIS ELECTION WILL BE READ AT THE MRC ANNUAL MEETING
TO BE HELD DECEMBER 16, 2015**

Town of China – Irene L. Belanger

Dedication

We are pleased to dedicate this year's town report to Irene L. Belanger.

The Town of China has been the home to Irene Belanger and her husband Joseph a.k.a. "Val" since at least 1969 when they purchased property and built a home at 119 Ingraham Road. Irene and Val are very devoted to their family having seven children (Deborah, Tom, Billy, Jeff, Susan, Val and Maurice), fifteen grand-children and four great grand-children.

While Irene's two main careers paths involved the real estate and motherhood vocations, she has devoted exhaustive energy to the benefit of others. You will note from the listing below that she is devoted to and passionate about China and therefore has contributed many, many volunteer hours, serving on:

- The Recreation Committee for many years
- The Planning Board for approximately 15 years
- The Select Board for many years
- The Four Seasons Club for many years
- The Health and Wellness Clinic staff
- The Volunteer Drivers Group, driving residents to doctor appointments and shopping
- The Boy Scouts Council 479 (Cub Scouts) Den Mother – 7 Year Merit Award
- The Comprehensive Plan Implementation Committee
- The Lake Access Committee
- The Thurston Park Committee
- The Economic and Community Development Committee
- The Transfer Station Committee – Recycling Coordinator
- The Kennebec Valley Council of Governments, Board Vice-President representing China, etc.



Irene L. Belanger

In the real estate vocation Irene engaged at many levels. She:

- Was a past State Real Estate Commissioner
- Taught Adult Education in Augusta and Gardiner
- Taught Real Estate and Law in a Degree Program at Mid-State College
- Was a member of the State and National Board of REALTORS for over 30 years
- Was a local Board Realtor of the Year three times
- Was State Realtor of the Year once
- Lobbied for property rights and other housing issues in Washington, D.C.
- Lobbied for property rights and other housing issues in the State Legislature

Irene and Val like to spend time during the summer and fall months at their summer camp in Madrid, Maine. Irene also likes to read, cook and engage in a variety of craft work. We are thankful for their positive energy.

City of Bangor – Catherine M. Conlow

Biography for Catherine M. Conlow

City Manager, Bangor, Maine (Nov. 2010 – Present)

Town Manager, Orono, Maine (Jan. 2004 – Nov. 2010)

Public Services Director, Blaine, MN. (May 2001 – Dec. 2003)

Jackson County, OR. (June 1989 – April 2001)
Director of Economic and Special Development
Executive Director, Urban Renewal Agency
Solid Waste Manager

B.S. Public Administration
Shippensburg University

Master of Public Administration
George Washington University

Member – International City Management Association, Maine Town and City Manager’s Association
MRC Director – 2013 to 2015, member of MRC Finance Committee

City of Brewer – Karen Fussell

In addition to serving the past three years on the MRC Board of Directors, Karen Fussell has been the Finance Director for the City of Brewer for 15 years. She is a Certified Internal Auditor and has dual master’s degrees in Public Policy and Urban Planning from the Kennedy School of Government at Harvard University. Karen has worked for the U.S. Congressional Budget Office, the City and County of San Francisco’s Controller’s Office and as an Environmental Planner for the California Department of Transportation. Karen has been interested and involved in solid waste issues for over 25 years. She was instrumental in implementing Brewer’s highly successful pay as you throw and Zero-Sort recycling programs. Karen currently chairs the MRC Communications Committee and has worked actively to ensure that MRC will meet its mission to provide affordable, long term, and environmentally sound disposal of municipal solid waste post-2018.

Town of Hampden – Angus Jennings

Angus Jennings began serving as Hampden’s Town Manager in August of 2015 after his appointment by unanimous vote of the Town Council. Mr. Jennings has spent his career in municipal government and as a consultant to cities and towns in the areas of public land management, zoning and regulation and infrastructure finance. He has previously served 5 years on the board of the Massachusetts Assn. of Planning Directors, including as President. The Hampden Town Council nominates Mr. Jennings to the MRC Board to extend its long-time engagement with MRC, and to support continued collaborative efforts toward building the Fiberight facility in Hampden.

Town of Winthrop – Peter A. Nielson

Town Manager: Clinton, Wayne, Wilton, Oakland, Winthrop 1990 – Present

University of Maine MPA 2001

PERC customer beginning 1998

Former MRC rep from Winthrop, Clinton

City of Waterville – Mike Roy

I am completing 38 years in municipal government, first starting with the Town of Fairfield (7 years). I became Town Manager in Vassalboro and was there for 11 years before leaving to become Town Manager in Oakland (10 years). I have been City Manager in Waterville for 11 years. I also served as President of the MMA in 1996-97.

Town of Mount Desert – Tony Smith

I am just completing my first three-year term on the MRC. If I hadn't already thought that solid waste management was a complex and expensive business, I certainly do now. The next three years will be critical to the successful future management of solid waste in the local area and the State of Maine. Decisions made will affect all facets of solid waste management, not the least of which is the associated cost. I would like to continue the work of my first three-year term with the other board members to address the pending challenges.

BSc. Degrees in Biology and Chemistry, Mount Allison University, 1979 and Civil Engineering, UMaine, 1986.

Consulting Engineer for 15 years with 12 of those years with CES, Inc.; experience in solid waste management including landfill closures and transfer station and recycling center siting, design and construction.

Public Works Director for the Town of Mount Desert since 2001; equipment and staff management responsibilities include curbside MSW collection with town-owned packer trucks and town staff; recycling center; annual one week bulky waste collection. Tasks include four successful contract negotiations with Teamsters Local 340 with a fifth pending.

Chairman of the Acadia Disposal District, an independent quasi-municipal, tax-exempt solid waste corporation comprised of five towns each represented by one director; operates under an adopted set of by-laws and an interlocal agreement signed by the member towns; provides services related to the efficient and lawful management, disposal and recycling of waste materials on behalf of its member towns. Tasks include coordination of an annual household hazardous and universal waste collection event; two successful contract negotiations with an area transfer station and successful agreement negotiations with the City of Ellsworth for recycling.

Enjoy working with colleagues and staff and love my job 95% of the time – we all have our moments.

Member of the Episcopal Church's Buildings and Grounds Committee, Somesville Library Association and Town fire department.

Resident of the Town of Mount Desert; enjoy reading, walking, snow shoeing and hunting and fishing as a reason to get to the woods.

County of Penobscot – Barbara Veilleux

Barbara Veilleux currently resides in the Town of Holden with her husband, Mark. She has been a resident of the town for 29 years and has served on the town's Budget Committee. Barbara was first employed by Merchant's National Bank in 1973. Her career began in the Accounting Department, where she carried out general ledger, teller and loan accounting functions. In the mid 1980's Barbara was promoted to Loan Officer. After a twenty year career in banking, Barbara was ready for a new challenge and in 1997 she was hired by Penobscot County. Within a few years, Barbara became the Administrative Assistant for the office that oversees the provision of municipal services to the Unorganized Territories. It was in this capacity that she first became involved with solid waste issues. Serving as the Director of Unorganized Territory Administration since 2008, Barbara was instrumental in regionalizing the County's solid waste program. She continues to stay abreast of legislative activities, new technologies and current issues in the solid waste field. Most recently, Barbara was appointed to fill the vacant seat on the Municipal Review Committee's Board of Directors that was created due to the resignation of former member, Josh Reny. Barbara has stayed closely involved in the post 2018 issues facing the MRC and strongly believes that they are on the path to becoming a leader in solid waste management in Maine. Her main objective is to keep solid waste disposal rates affordable for all MRC communities while simultaneously setting the highest possible standards under Maine's solid waste hierarchy.