



Presque Isle City Council Meeting
Wednesday, October 7th, 2020
6:00 PM
Presque Isle Council Chambers

AGENDA

Roll Call

Pledge of Allegiance

Public Hearing

1. Approval to amend Chapter 48 – General Assistance Ordinance Appendix A – H (Single Hearing)
2. Consider adopting changes to Chapter 59A – Adult Use and Medical Marijuana Ordinance (Single Hearing)
3. Consider adopting Downtown Redevelopment Plan (Single Hearing)
4. Consider adopting Downtown TIF District (Single Hearing)
5. Approval of an Automobile Graveyard Permit for Paul Jalbert d/b/a Jalbert Auto & Salvage, 204 Chapman Road (Single Hearing)
6. Approval of an Automobile Graveyard Permit/Junkyard Permit for Cowett's Used Auto Parts, d/b/a C.A.R. Parts, 75 Davis Street and 259 Fort Road (Single Hearing)
7. Approval for a Taxi Cab License to Tommie Plourde, d/b/a Tom's Taxi (Single Hearing)
8. Approval for a Malt, Spirituous and Vinous Liquor License for Bethany Graves, d/b/a Lotus Lounge, with location of 149 State Street (Single Hearing)

Citizen Comments

Presentation

9. 2021 Budget

Consent Agenda

10. Approve Minutes from September 2, 2020
11. Approve 2020 Warrants #34 - #38, totaling \$2,586,360.89
12. Approve Reappointments to the Presque Isle Housing Authority
13. Approve request from Versant Power for an electrical easement for the intersection of Cross Street and Airport Drive

Old Business

14. City Hall Update
15. National Renewable Solutions Agreements

New Business

16. 2021 Budget Calendar
17. Purchase of Bulldozer
18. Schedule a Public Hearing for changes to Chapter 43 Planning Board Ordinance
19. Questica Financial Software
20. Tax Acquired Property

Manager's Report

Executive Session

Pursuant to 1 M.R.S.A. § 405(6)(E) to discuss Negotiations

Announcements

Adjournment

The Office of the City Manager
Martin Puckett
Email: mpuckett@presqueisleme.us

MEMORANDUM

TO:	Honorable City Council
FROM:	Martin Puckett, City Manager
DATE:	September 30, 2020
RE:	October 7th Council Meeting starting at 6pm, City Council Chambers

Agenda

Roll Call

Pledge of Allegiance

Public Hearings:

1. Approval to amend Chapter 48 – General Assistance Ordinance Appendix A – H (Single Hearing) Annually the amounts are adjusted by USDA. Staff recommends approval.
2. Consider adopting changes to Chapter 59A – Adult Use and Medical Marijuana Ordinance (Single Hearing) As Discussed by the ED department, the proposed changes are recommended to align with state changes and improve the permitting process through clarification.
3. Consider adopting Downtown Redevelopment Plan (Single Hearing) This is the plan we have reviewed in July and August. After this public hearing it can be adopted.
4. Consider adopting Downtown TIF District (Single Hearing) After input from staff, council, downtown & planning board the district is ready for approval.
5. Approval of an Automobile Graveyard Permit for Paul Jalbert d/b/a Jalbert Auto & Salvage, 204 Chapman Road (Single Hearing) Application has met all applicable state and local laws.
6. Approval of an Automobile Graveyard Permit/Junkyard Permit for Cowett's Used Auto Parts, d/b/a C.A.R. Parts, 75 Davis Street and 259 Fort Road (Single Hearing) Application has met all applicable state and local laws.
7. Approval for a Taxi Cab License to Tommie Plourde d/b/a Tom's Taxi (Single Hearing) Staff recommends approval.
8. Approval for a Malt, Spirituous and Vinous Liquor License for Bethany Graves d/b/a Lotus Lounge, with location of 149 State Street (Single Hearing): New business application, may be approved, contingent upon receiving a certificate of occupancy..

Citizen Comment

Presentation

9. 2021 Budget: Staff will present the first draft of the budget to council. Three workshops are scheduled for October to review department's proposals for 2021.

Consent Agenda: Unless council wants to discuss items individually, staff recommends approving in one motion.

10. Approve Minutes from September 2, 2020
11. Approve 2020 Warrants
12. Approve Reappointments to the Presque Isle Housing Authority: PIHA recommends Leslie Smart & Michael Williams for reappointment.
13. Approve request from Versant Power for an electrical easement for the intersection of Cross Street and Airport Drive: Service to the new T Hanger project.

Old Business

14. City Hall Update: Plans have been submitted to Fire Marshal for Review.
15. National Renewable Solutions Agreements: Brad Wilson from NRS will discuss the agreements. Attached are the agreements for the electrical purchase. The land lease combined with the energy savings, represents a \$1.4 million proposal over 20 years.

New Business

16. 2021 Budget Calendar: Proposed meeting date for October, November and December.
17. Purchase of Bulldozer: Purchase for Airport snow removal. Memo from Scott Wardell included.
18. Schedule a Public Hearing for changes to Chapter 43 Planning Board Ordinance: ED recommended changes to add alternates to the board and remove restrictive language for meeting times.
19. Questica Financial Software: Brad Turner will discuss financial software that has reviewed by a committee. Recommend approval.
20. Tax Acquired Property: Memo from Brad Turner, proposal to sell a property that has not received a bid. Recommend approval.

Manager's Report

Announcements

Executive Session

Pursuant to 1 M.R.S.A. § 405(6)(A) to discuss Negotiations

Adjournment

PRESQUE ISLE CITY COUNCIL MEETING

For:

October 7, 2020

AGENDA ITEM # 1

SUBJECT

PUBLIC HEARING: Approval to amend Chapter 48 – General Assistance Ordinance Appendix A - H

INFORMATION

- 1) 2020-21 Maximums Memo
- 2) 2020 GA Maximums – A, B, & C
- 3) 2020 GA Maximums – D E F & Summary Sheet
- 4) 2020 GA Maximums – G
- 5) 2020 GA Maximums - H
- 6) 2020-21 Adoption Form
- 7) Public Hearing Notice

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by Councilor _____ to amend Chapter 48 – General Assistance Ordinance Appendix A – H.

Janet T. Mills
Governor

Jeanne M. Lambrew, Ph.D.
Commissioner



Maine Department of Health and Human Services
Office for Family Independence
109 Capitol St.
11 State House Station
Augusta, Maine 04333-0011
Tel.: (207) 624-4168; Toll-Free: (800) 442-6003
TTY: Dial 711 (Maine Relay); Fax: (207) 287-3455

To: Welfare Officials and Contracted Agents
From: Sara Russell, Program Manager, General Assistance
Date: September 3, 2020
Subject: New GA Maximums

Enclosed please find the following items:

- MMA's new (October 1, 2020–September 30, 2021) “**General Assistance Ordinance Appendices**” (A – H).
- “**GA Maximums Adoption Form**” which was developed so that municipalities may easily send DHHS proof of GA maximums adoption. Once the selectpersons or council adopts the new maximums, the enclosed form should be signed and submitted to DHHS. (see “*Filing of GA Ordinance and/or Appendices*” below for further information).

Appendix A – H

The enclosed Appendices A – H have been revised for your municipality’s General Assistance Ordinance. These new Appendices, **once adopted**, should replace the existing Appendices A – H. Even if you have already adopted MMA's model General Assistance Ordinance, **the municipal officers must approve/adopt the new Appendices yearly.**

The Adoption Process

The **municipal officers (i.e., selectpersons/council) adopt the local General Assistance Ordinance and yearly Appendices**, even in town meeting communities. The law requires that the municipal officers adopt the ordinance and/or Appendices **after notice and hearing**. Seven days posted notice is recommended, unless local law (or practice) provides otherwise.

At the hearing, the municipal officers should:

- 1) Allow all interested members of the public an opportunity to comment on the proposed ordinance;
- 2) End public discussion, close the hearing; and
- 3) Move and vote to adopt the ordinance either in its posted form or as amended in light of public discussion.

Municipalities May Establish Their Own Maximums

Municipalities may establish their own maximum levels of assistance provided that the proposed levels of assistance are reasonable and meet adequate standards sufficient to maintain the health and safety of applicants in the municipality. The municipality must submit to the Department documentation to justify these levels of assistance and verify that the figures developed are appropriate to maintain health and decency.

A municipality's maximum assistance level for Food may not be below the Department provided figures which are issued by the USDA and published annually following a study of cost of food for various family sizes. A market basket survey may be used to establish food maximums if the maximums provided by the USDA are insufficient to maintain health in the municipality.

Filing of GA Ordinance and/or Appendices

Please remember that General Assistance law requires each municipality to send DHHS a copy of its ordinance once adopted. *(For a copy of the GA model ordinance, please call MMA's Publication Department, or visit their web site www.memun.org).* In addition, any changes or amendments, such as new Appendices, must also be submitted to DHHS. DHHS will accept the enclosed "adoption sheet" as proof that a municipality has adopted the current GA maximums.

2020-2021 GA Overall Maximums

Metropolitan Areas

Persons in Household					
COUNTY	1	2	3	4	5*
Bangor HMFA: Bangor, Brewer, Eddington, Glenburn, Hampden, Hermon, Holden, Kenduskeag, Milford, Old Town, Orono, Orrington, Penobscot Indian Island Reservation, Veazie	775	879	1,116	1,397	1,956
Cumberland County HMFA: Baldwin, Bridgton, Brunswick, Harpswell, Harrison, Naples, New Gloucester, Pownal, Sebago	883	926	1,197	1,649	1,882
Lewiston/Auburn MSA: Auburn, Durham, Greene, Leeds, Lewiston, Lisbon, Livermore, Livermore Falls, Mechanic Falls, Minot, Poland, Sabattus, Turner, Wales	741	798	1,025	1,287	1,633
Penobscot County HMFA: Alton, Argyle UT, Bradford, Bradley, Burlington, Carmel, Carroll plantation, Charleston, Chester, Clifton, Corinna, Corinth, Dexter, Dixmont, Drew plantation, East Central Penobscot UT, East Millinocket, Edinburg, Enfield, Etna, Exeter, Garland, Greenbush, Howland, Hudson, Kingman UT, Lagrange, Lakeville, Lee, Levant, Lincoln, Lowell town, Mattawamkeag, Maxfield, Medway, Millinocket, Mount Chase, Newburgh Newport, North Penobscot UT, Passadumkeag, Patten, Plymouth, Prentiss UT, Seboeis plantation, Springfield, Stacyville, Stetson, Twombly UT, Webster plantation, Whitney UT, Winn, Woodville	741	742	981	1,229	1,341
Portland HMFA: Cape Elizabeth, Casco, Chebeague Island, Cumberland, Falmouth, Freeport, Frye Island, Gorham, Gray, Long Island, North Yarmouth, Portland, Raymond, Scarborough, South Portland, Standish, Westbrook, Windham, Yarmouth; Buxton, Hollis, Limington, Old Orchard Beach	1,179	1,284	1,668	2,180	2,654
Sagadahoc HMFA: Arrowsic, Bath, Bowdoin, Bowdoinham, Georgetown, Perkins UT, Phippsburg, Richmond, Topsham, West Bath, Woolwich	821	933	1,095	1,449	1,691

Appendix A
Effective: 10/01/20-09/30/21

COUNTY	1	2	3	4	5*
York County HMFA: Acton, Alfred, Arundel, Biddeford, Cornish, Dayton, Kennebunk, Kennebunkport, Lebanon, Limerick, Lyman, Newfield, North Berwick, Ogunquit, Parsonsfield, Saco, Sanford, Shapleigh, Waterboro, Wells	918	980	1,212	1,539	1,720
York/Kittery/S.Berwick HMFA: Berwick, Eliot, Kittery, South Berwick, York	1,136	1,165	1,539	1,926	2,699

*Note: Add \$75 for each additional person.

Non-Metropolitan Areas

Persons in Household

COUNTY	1	2	3	4	5*
Aroostook County	649	710	831	1,119	1,200
Franklin County	683	729	837	1,102	1,480
Hancock County	836	871	1,047	1,319	1,445
Kennebec County	769	786	979	1,284	1,371
Knox County	792	795	979	1,291	1,390
Lincoln County	868	886	1,057	1,349	1,554
Oxford County	764	767	936	1,322	1,537
Piscataquis County	659	708	874	1,158	1,396
Somerset County	709	744	959	1,249	1,338
Waldo County	818	871	997	1,339	1,705
Washington County	710	713	926	1,160	1,254

* Please Note: Add \$75 for each additional person.

Appendix B

Effective: 10/01/20 to 09/30/21

2020-2021 Food Maximums

Please Note: The maximum amounts allowed for food are established in accordance with the U.S.D.A. Thrifty Food Plan. As of October 1, 2020, those amounts are:

Number in Household	Weekly Maximum	Monthly Maximum
1	\$ 47.44	\$ 204
2	86.98	374
3	124.42	535
4	158.14	680
5	187.67	807
6	225.35	969
7	249.07	1,071
8	284.65	1,224

Note: For each additional person add \$153 per month.

2020-2021 GA Housing Maximums (Heated & Unheated Rents)

NOTE: NOT ALL MUNICIPALITIES SHOULD ADOPT THESE SUGGESTED HOUSING MAXIMUMS! Municipalities should ONLY **consider** adopting the following numbers, if these figures are consistent with local rent values. If not, a market survey should be conducted and the figures should be altered accordingly. The results of any such survey must be presented to DHHS prior to adoption. **Or, no housing maximums should be adopted and eligibility should be analyzed in terms of the Overall Maximum—Appendix A. (See Instruction Memo for further guidance.)**

Non-Metropolitan FMR Areas

<u>Aroostook County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	117	504	141	606
1	123	528	154	663
2	139	599	180	776
3	195	840	246	1,057
4	200	859	262	1,126
<u>Franklin County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	125	538	149	640
1	127	547	159	682
2	141	605	182	782
3	191	823	242	1,040
4	265	1,139	327	1,406
<u>Hancock County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	159	682	182	783
1	159	682	188	809
2	186	801	227	975
3	238	1,022	287	1,235
4	251	1,079	312	1,342
<u>Kennebec County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	143	615	167	716
1	143	615	168	724
2	170	733	211	907
3	230	987	279	1,200
4	234	1,005	295	1,268

Non-Metropolitan FMR Areas

<u>Knox County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	148	638	172	739
1	148	638	172	739
2	170	733	211	907
3	231	994	281	1,207
4	238	1,024	299	1,287
<u>Lincoln County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	166	714	190	815
1	166	714	192	824
2	189	811	229	985
3	245	1,052	294	1,265
4	276	1,188	337	1,451
<u>Oxford County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	142	610	165	711
1	142	610	165	711
2	160	690	201	864
3	238	1,025	288	1,238
4	272	1,171	333	1,434
<u>Piscataquis County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	116	501	142	609
1	119	512	152	652
2	146	627	189	811
3	200	862	253	1,086
4	241	1,037	305	1,312
<u>Somerset County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	129	555	153	656
1	129	555	159	682
2	166	713	206	887
3	221	952	271	1,165
4	226	972	287	1,235

Non-Metropolitan FMR Areas

<u>Waldo County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	154	664	178	765
1	157	676	188	809
2	175	751	215	925
3	242	1,042	292	1,255
4	311	1,339	373	1,602

<u>Washington County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	129	556	153	657
1	129	556	153	657
2	158	680	199	854
3	201	863	250	1,076
4	206	888	268	1,151

Metropolitan FMR Areas

<u>Bangor HMFA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	144	621	168	722
1	159	684	190	817
2	202	870	243	1,044
3	256	1,100	305	1,313
4	370	1,590	431	1,853

<u>Cumberland Cty. HMFA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	170	729	193	830
1	170	731	201	864
2	221	951	262	1,125
3	314	1,352	364	1,565
4	353	1,516	414	1,779

<u>Lewiston/Auburn MSA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	137	587	160	688
1	140	603	171	736
2	181	779	222	953
3	230	990	280	1,203
4	295	1,267	356	1,530

Metropolitan FMR Areas

<u>Penobscot Cty. HMFA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	137	587	160	688
1	137	587	160	688
2	171	735	211	909
3	217	932	266	1,145
4	227	975	288	1,238
<u>Portland HMFA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	238	1,025	262	1,126
1	253	1,089	284	1,222
2	331	1,422	371	1,596
3	438	1,883	487	2,096
4	532	2,288	593	2,551
<u>Sagadahoc Cty. HMFA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	155	667	179	768
1	172	738	203	871
2	197	849	238	1,023
3	268	1,152	317	1,365
4	308	1,325	369	1,588
<u>York Cty. HMFA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	178	764	201	865
1	183	785	213	918
2	225	966	265	1,140
3	289	1,242	338	1,455
4	315	1,354	376	1,617
<u>York/Kittery/S. Berwick HMFA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	228	982	252	1,083
1	228	982	257	1,103
2	301	1,293	341	1,467
3	379	1,629	428	1,842
4	543	2,333	604	2,596

2020-2021 GA MAXIMUMS SUMMARY SHEET

Note: The overall maximums found in *Appendices A, B, C, D, E, and F* are effective from **October 1, 2020 to September 30, 2021.**

APPENDIX A - OVERALL MAXIMUMS

<u>County</u>	<u>Persons in Household</u>					
	1	2	3	4	5	6
<p>NOTE: For each additional person add \$75 per month.</p> <p>(The applicable figures from Appendix A, <i>once adopted</i>, should be inserted here.)</p>						

APPENDIX B - FOOD MAXIMUMS

<u>Number in Household</u>	<u>Weekly Maximum</u>	<u>Monthly Maximum</u>
1	\$ 47.44	\$ 204
2	86.98	374
3	124.42	535
4	158.14	680
5	187.67	807
6	225.35	969
7	249.07	1,071
8	284.65	1,224
<p>NOTE: For each additional person add \$153 per month.</p>		

APPENDIX C - HOUSING MAXIMUMS

Number of Bedrooms	<u>Unheated</u>		<u>Heated</u>	
	Weekly	Monthly	Weekly	Monthly
0				
1				
2				
3				
4				
(The applicable figures from Appendix C, <i>once adopted</i> , should be inserted here.)				

FOR MUNICIPAL USE ONLY

APPENDIX D - UTILITIES

ELECTRIC

NOTE: For an electrically heated dwelling also see “Heating Fuel” maximums below. But remember, an applicant is *not automatically* entitled to the “maximums” established—applicants must demonstrate need.

1) **Electricity Maximums for Households Without Electric Hot Water:** The maximum amounts allowed for utilities, for lights, cooking and other electric uses *excluding* electric hot water and heat:

<u>Number in Household</u>	<u>Weekly</u>	<u>Monthly</u>
1	\$14.00	\$60.00
2	\$15.70	\$67.50
3	\$17.45	\$75.00
4	\$19.90	\$86.00
5	\$23.10	\$99.00
6	\$25.00	\$107.00

NOTE: For each additional person add \$7.50 per month.

2) **Electricity Maximums for Households With Electrically Heated Hot Water:** The maximum amounts allowed for utilities, hot water, for lights, cooking and other electric uses *excluding* heat:

<u>Number in Household</u>	<u>Weekly</u>	<u>Monthly</u>
1	\$20.65	\$89.00
2	\$23.75	\$102.00
3	\$27.70	\$119.00
4	\$32.25	\$139.00
5	\$38.75	\$167.00
6	\$41.00	\$176.00

NOTE: For each additional person add \$10.00 per month.

NOTE: For electrically heated households, the maximum amount allowed for electrical utilities per month shall be the sum of the appropriate maximum amount under this subsection and the appropriate maximum for heating fuel as provided below.

APPENDIX E - HEATING FUEL

<u>Month</u>	<u>Gallons</u>	<u>Month</u>	<u>Gallons</u>
September	50	January	225
October	100	February	225
November	200	March	125
December	200	April	125
		May	50

FOR MUNICIPAL USE ONLY

NOTE: When the dwelling unit is heated electrically, the maximum amount allowed for heating purposes will be calculated by multiplying the number of gallons of fuel allowed for that month by the current price per gallon. When fuels such as wood, coal and/or natural gas are used for heating purposes, they will be budgeted at actual rates, if they are reasonable. No eligible applicant shall be considered to need more than 7 tons of coal per year, 8 cords of wood per year, 126,000 cubic feet of natural gas per year, or 1000 gallons of propane.

APPENDIX F - PERSONAL CARE & HOUSEHOLD SUPPLIES

<u>Number in Household</u>	<u>Weekly Amount</u>	<u>Monthly Amount</u>
1-2	\$10.50	\$45.00
3-4	\$11.60	\$50.00
5-6	\$12.80	\$55.00
7-8	\$14.00	\$60.00

NOTE: For each additional person add \$1.25 per week or \$5.00 per month.

SUPPLEMENT FOR HOUSEHOLDS WITH CHILDREN UNDER 5

When an applicant can verify expenditures for the following items, a special supplement will be budgeted as necessary for households with children under 5 years of age for items such as cloth or disposable diapers, laundry powder, oil, shampoo, and ointment up to the following amounts:

<u>Number of Children</u>	<u>Weekly Amount</u>	<u>Monthly Amount</u>
1	\$12.80	\$55.00
2	\$17.40	\$75.00
3	\$23.30	\$100.00
4	\$27.90	\$120.00

FOR MUNICIPAL USE ONLY

2020-2021 Mileage Rate

This municipality adopts the State of Maine travel expense reimbursement rate as set by the Office of the State Controller. The current rate for approved employment and necessary medical travel etc. is 45 cents (45¢) per mile.

Please refer to the Office of State Controller for changes to this rate:
Telephone: 626-8420 or visit: <http://www.state.me.us/osc/>

Funeral Maximums

Burial Maximums

The maximum amount of general assistance granted for the purpose of burial is **\$1,475**. The municipality's obligation to provide funds for burial purposes is limited to a reasonable calculation of the funeral director's direct costs, not to exceed the maximum amounts of assistance described in this section. Allowable burial expenses are limited to:

- removal of the body from a local residence or institution
- a secured death certificate or obituary
- embalming
- a minimum casket
- a reasonable cost for necessary transportation
- other reasonable and necessary specified direct costs, as itemized by the funeral director and approved by the municipal administrator.

Additional costs may be allowed by the GA administrator, where there is an actual cost, for:

- the wholesale cost of a cement liner if the cemetery by-laws require one;
- the opening and closing of the grave site; and
- a lot in the least expensive section of the cemetery. If the municipality is able to provide a cemetery lot in a municipally owned cemetery or in a cemetery under municipal control, the cost of the cemetery lot in any other cemetery will not be paid by the municipality.

Cremation Maximums

The maximum amount of assistance granted for a cremation shall be **\$1,025**.

The municipality's obligation to provide funds for cremation purposes is limited to a reasonable calculation of the funeral director's direct costs, not to exceed the maximum amounts of assistance described in this section. Allowable cremation expenses are limited to:

- removal and transportation of the body from a local residence or institution
- professional fees
- crematorium fees

Appendix H

Effective: 10/01/20-9/30/21

- a secured death certificate or obituary
- other reasonable and necessary specified direct costs, as itemized by the funeral director and approved by the municipal administrator.

Additional costs may be allowed by the GA administrator where there is an actual cost, for:

- a cremation lot in the least expensive section of the cemetery
- a reasonable cost for a burial urn not to exceed \$55
- transportation costs borne by the funeral director at a reasonable rate per mile for transporting the remains to and from the cremation facility.

GENERAL ASSISTANCE ORDINANCE

APPENDICES A-H

2020-2021

The Municipality of _____ adopts the MMA Model Ordinance GA Appendices (A-H) for the period of Oct. 1, 2020—September 30, 2021. These appendices are filed with the Department of Health and Human Services (DHHS) in compliance with Title 22 M.R.S.A. §4305(4).

Signed the _____ (day) of _____ (month) _____ (year)
by the municipal officers:

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

NOTICE OF PUBLIC HEARING CITY OF PRESQUE ISLE

NOTICE IS HEREBY given that the Presque Isle City Council will hold a **PUBLIC HEARING** on **October 7, 2020 at 6:00 PM** in the City Council Chambers, City Hall at 12 Second Street

1. To solicit comments on the approval of a Taxi Service License for: **Tommie Plourde, d/b/a Tom's Taxi with a business address of 579 Aroostook Rd., Fort Kent.**
2. On the proposed changes to: **Chapter 59A – Adult Use and Medical Marijuana Business Ordinance**
3. 2020/2021 renewal for Automobile Graveyard and/or Junkyard Permits for:
Timothy Cowett, d/b/a C.A.R. Parts, (Auto Graveyard and Junkyard) located at 75 Davis Street and 250 Fort Road, and Paul Jalbert, d/b/a Jalbert Auto & Salvage, (Automobile Graveyard) located at 204 Chapman Road.
4. To consider amending **Chapter 48 General Assistance Ordinance Appendices A - D.**
5. **To consider approval of a Liquor License and Special Permit for Music, Dancing, and Entertainment for: Bethany Graves d/b/a Lotus Lounge, 149 State Street**

The public may attend the public hearing or submit written comments. You can obtain more information by contacting the City Clerk's Office at City Hall, 12 Second Street, Presque Isle, ME 04769 or by calling 760-2720.

Per Order of the City Council
Thomas C. King
City Clerk

Published on: September 23, 2020.

PRESQUE ISLE CITY COUNCIL MEETING

For:

October 7, 2020

AGENDA ITEM # 2

SUBJECT

PUBLIC HEARING: Consider adopting changes to Chapter
59A – Adult Use Medical Marijuana Ordinance

INFORMATION

- 1) Memo from Galen Weibley, dated September 28, 2020
- 2) Ordinance
- 3) Public Hearing Notice

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by
Councilor _____ to approve the changes to Chapter
59A – Adult Use Medical Marijuana Ordinance.



City of Presque Isle, Maine

The Office of
Director of Economic & Community Development
Galen Weibley
Email: gweibley@presqueisleme.us

MEMORANDUM

TO:	PI City Councilors and Manager
FROM:	Galen Weibley, Director of Economic & Community Development
DATE:	September 28, 2020
RE:	Public Hearing and Motion for the Marijuana Ordinance Changes

Upon applying the Presque Isle's Marijuana Ordinance to applications, it was discovered by staff the need to address gray areas to improve the review process. Below is a summary explaining the reason for the changes.

In the ordinance, there is no definition for pre-school as mentioned on page 11. Staff recommends adding a definition that will apply for private and public pre-school programs. There are also conflicting regulations for public pre-school programs and other pre-schools on pages 10 & 11. Staff recommends striking out public pre-school programs as the state requires these programs to operate within a school (1000-foot setback). Staff is also recommending striking out "other educational facility" on the same page. This creates another gray area in reviewing applications. When the ordinance was adopted, it was the desired policy of the Council to have marijuana businesses located on Main Street for ease of enforcement by PIPD. By allowing this verbiage to remain, a dance studio, karate dojo, etc. could argue they are an educational facility; thereby closing the entire Main Street from future businesses.

In December, the Maine General Assembly changed the language regarding registered caregivers removing the limit of six patients to unlimited. This essentially would mean registered caregivers are retail stores. A gray area was created that could allow a registered caregiver to operate where home occupations are allowed (residential zones) page 7. Staff recommends the deletion of registered caregivers as home occupation. This will clarify registered caregivers can only operate a store or cultivation facility where it is allowed in zoning (page 15).

Staff is also recommending the deletion of sending applicants to PIPD for fingerprinting and background checks. In discussion with the Police Chief, applicants cannot apply with the city until they have their preliminary approvals from the State of Maine which require a background check and fingerprinting. This is a redundant requirement and is rectified by how the city reviews applications with the Police, Fire, Engineering & Assessing Departments. In addition, it is recommended removing the attachments by referencing schedule of fees and application. This will offer greater flexibility when making changes. After hearing public comment, staff recommends the following motion:

Councilor: *I move that the City Council adopt the marijuana ordinance changes as presented.*

12 Second Street

Presque Isle, ME 04769-2459

Phone: 207.760.2727

Fax 207.764.2501

*The City of Presque Isle is an equal opportunity provider. To file a complaint, write to
HR Manager, 12 Second Street Presque Isle, ME 04769, or call (207) 760-2700.*

CHAPTER 59 A

CITY OF PRESQUE ISLE

Adult Use and Medical Marijuana Businesses Ordinance

REPEALS AND REPLACES CHAPTER 59



ENACTED: January 23, 2020

CERTIFIED BY: /s/Thomas C. King

Thomas C. King, City Clerk

Commented [GW1]: Update

Affix Seal

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A. Title:

This ordinance shall be known and cited as the "City of Presque Isle Adult Use and Medical Marijuana Businesses Ordinance" and will be referred to hereinafter as "this Ordinance". This Ordinance limits all subject Adult Use and Medical Marijuana Businesses to the zoning districts specified in section H. E., prescribes definitions of Adult Use and Medical Marijuana Businesses, provides for permitting/licensing and regulation of Adult Use and Medical Marijuana Businesses, and provides performance standards for Adult Use and Medical Marijuana Businesses.

B. Authority and Applicability:

WHEREAS, implementing a system for the regulation of stores, dispensaries, cultivation, manufacturing, and testing for the production and sale of marijuana, is a complex function with significant administrative demands on the City of Presque Isle; and

WHEREAS, ensuring that possession and use of Adult Use and Medical Marijuana is limited to persons who are 21 years of age or older, except in the case of minors in possession of a medical marijuana patient card, is necessary to protect those who have not yet reached adulthood from the effects of irresponsible use of marijuana; and

WHEREAS, the City of Presque Isle believes that any production, processing, or selling of Adult Use and Medical Marijuana should be conducted in a safe and fair manner for the health, safety, and welfare of the community, which includes complying with provisions of all applicable laws and ordinances relating to adult use and medical use of marijuana throughout the City of Presque Isle; and

NOW THEREFORE, this Ordinance is adopted pursuant to the Marijuana Legalization Act, 28-B M.R.S. §101 et seq.; the Maine Medical Use of Marijuana Act, 22 M.R.S. §2421 et seq.; and the City's home rule authority under Article VIII, Part 2, Section 1 of the Maine Constitution 30-A M.R.S. §3001 et seq., and 30-A M.R.S. §4301 et seq.

C. Purpose:

It is the purpose of this Ordinance to regulate Adult Use and Medical Marijuana Businesses in order to promote the health, safety, and general welfare of the citizens of Presque Isle, and to establish reasonable and uniform regulations for the appropriate location of Adult Use and Medical Marijuana Businesses in Presque Isle. Persons or entities wishing to establish an Adult Use or a Medical Marijuana Business within the City of Presque Isle shall first obtain a license from the Presque Isle City Council (hereinafter "the City Council") and shall be subject to the provisions of this Ordinance. This Ordinance may not be construed to limit any privileges or rights of a qualifying patient, primary caregiver, registered or otherwise, or registered dispensary under the Maine Medical Use of Marijuana Act.

D. Conflict with Other Ordinances; State Law:

Whenever a provision of this Ordinance conflicts with or is inconsistent with other provisions of this Ordinance, or of any other ordinance, regulation or standard, the more restrictive provision shall apply. Nothing herein is intended to conflict with State law; whenever a provision of this Ordinance conflicts with State law the more restrictive provision shall apply. All applicants and licensees shall comply with all applicable State laws.

E. Effective Date:

The effective date of this Ordinance, and the business licensing thereunder, shall be the date of adoption by the City Council.

F. Validity and Severability:

Should any section or provision of this Ordinance be declared by any court to be invalid, such decision shall not invalidate any other section or provision of this Ordinance.

G. Definitions:

Adult Use Cultivation facility: a facility licensed under this ordinance to purchase marijuana plants and seeds from other cultivation facilities; to cultivate, prepare and package adult use marijuana; to sell adult use marijuana to Adult Use Products Manufacturing Facilities, to Adult Use Marijuana Stores and to other cultivation facilities; and to sell marijuana plants and seeds to other cultivation facilities and immature marijuana plants and seedlings to Adult Use Marijuana Stores.

Adult Use Marijuana Nursery Cultivation Facility: a facility licensed under this ordinance to cultivate not more than 1,000 SF of plant canopy pursuant to 28-B M.R.S. §501.

Adult Use Marijuana Store: a facility licensed under this ordinance to purchase adult use marijuana, immature marijuana plants and seedlings from an Adult Use Cultivation Facility, to purchase adult use marijuana and adult use marijuana products from an Adult Use Products Manufacturing Facility and to sell adult use marijuana, adult use marijuana products, immature marijuana plants and seedlings to consumers.

Adult Use Marijuana Testing Facility: a facility licensed under this ordinance to develop, research and test adult use marijuana, adult use marijuana products and other substances.

Adult Use Products Manufacturing Facility: a facility licensed under this ordinance to purchase adult use marijuana from a cultivation facility or another product manufacturing facility; to manufacture, label and package adult use marijuana and adult use marijuana products; and to sell adult use marijuana and adult use marijuana products to marijuana stores and to other products manufacturing facilities.

Code Enforcement Officer (CEO): a person, appointed by the City Council, to administer and enforce Land Use Ordinances, Zoning Ordinances, Building Codes, and certain State Laws.

Cultivation or Cultivate: the planting, propagation, growing, harvesting, drying, curing, grading, trimming or other processing of marijuana for use or sale.

Harvested Marijuana: the plant material harvested from a mature marijuana plant, except the stalks, leaves and roots of the plant that are not used for a qualifying patient's medical use. "Harvested marijuana" includes marijuana concentrate and marijuana products.

Immature marijuana plant: a marijuana plant that is not a mature marijuana plant or a seedling.

Law Enforcement Officer (LEO): means any officer, agent, or employee of a State, unit of local government, or Sheriff Deputy authorized by law or by a government agency to engage in or supervise the prevention, detection, or investigation of any violation of criminal law. This includes full and part-time personnel.

Manufacture or Manufacturing: the production, blending, infusing, compounding or other preparation of marijuana concentrate and marijuana products, including, but not limited to, marijuana extraction or preparation by means of chemical synthesis.

"Marijuana" means the leaves, stems, flowers and seeds of a marijuana plant, whether growing or not.

Marijuana Business: Medical Marijuana Cultivation Facility, Medical Marijuana Manufacturing Facility, Medical Marijuana Testing Facility, Registered Dispensary, Registered Caregiver Retail Store, Adult Use Marijuana Cultivation Facility, Adult Use Marijuana Products Manufacturing Facility, Adult Use Testing Facility, or Adult Use Marijuana Store licensed under this Ordinance.

Medical Marijuana Cultivation Facility: a facility licensed under this ordinance to cultivate, prepare and package medical marijuana at a location that is not the residence of the Registered Caregiver or Qualifying Patient.

Medical Marijuana Manufacturing Facility: a registered tier 1 or tier 2 manufacturing facility or a person authorized to engage in marijuana extraction under section 2423-F.

Medical Marijuana Testing Facility: a public or private laboratory that:

- A. Is authorized in accordance with 22 M.R.S. §2423-A, subsection 10 to analyze contaminants in and the potency and cannabinoid profile of samples; and
- B. Is accredited pursuant to standard ISO/IEC 17025 of the International

Organization for Standardization by a 3rd-party accrediting body or is certified, registered or accredited by an organization approved by the State of Maine.

Medical Use: the acquisition, possession, cultivation, manufacture, use, delivery, transfer or transportation of marijuana or paraphernalia relating to the administration of marijuana to treat or alleviate a qualifying patient's medical diagnosis or symptoms for which a medical provider has provided the qualifying patient a written certification under this chapter.

Plant Canopy: the total surface area within the licensed premises of an Adult Use Marijuana Cultivation Facility that is authorized for use at any time by the cultivation facility licensee to cultivate mature marijuana plants. The surface area of the plant canopy must be calculated in square feet and measured using the outside boundaries of the area and must include all of the area within the boundaries. If the surface area of the plant canopy consists of non-contiguous areas, each component area must be separated by identifiable boundaries. If a tiered or shelving system is used by the cultivation facility licensee, the surface area of each tier or shelf must be included in calculating the area of the plant canopy. Calculation of the area of the plant canopy may not include the areas within the licensed premises of a cultivation facility that are used by the licensee to cultivate immature marijuana plants and seedlings and that are not used by the licensee at any time to cultivate mature marijuana plants.

Pre-School: A public or private institution that provides instruction to children who are 4 years of age

Commented [GW2]: Definition added to help clearly define what a preschool is considered by the City.

Qualifying patient: a person who has been a resident of the State for at least 30 days and who possesses a valid written certification regarding medical use of marijuana in accordance with section 2423-B.

Registered caregiver: a person or an assistant of that person that provides care for a qualifying patient and who is registered by the State of Maine pursuant to 22 M.R.S. §2425-A.

Registered Caregiver Retail Store: a facility licensed to sell harvested marijuana to qualifying patients for the patients' medical use.

Registered Dispensary: an entity registered under 22 M.R.S. § 2425-A that acquires, possesses, cultivates, manufactures, delivers, transfers, transports, sells, supplies or dispenses marijuana or related supplies and educational materials to qualifying patients and the caregivers of those patients.

Testing or test: the research and analysis of marijuana, marijuana products or other substances for contaminants, safety or potency.

H. License Required:

No person may establish, operate or maintain a Marijuana Business without first obtaining a Certificate of Occupancy from the CEO and a license from the City Council.

It is a violation of this Ordinance for any person to operate a Marijuana Business without a valid Marijuana Business license issued by the City pursuant to this Ordinance.

Pursuant to 28-B M.R.S. § 402, an applicant seeking to operate an Adult Use Marijuana Business may not submit an application for a license unless the applicant has been issued a conditional license by the State of Maine to operate the Adult Use Marijuana Business.

Marijuana Business Licenses shall be administered on a first come, first served basis based upon the date the application is deemed complete.

~~Registered Caregivers operating out of their residence shall apply for and obtain a permit for a home occupation in accordance with Article IX of the Presque Isle Zoning Ordinance and shall comply with all standards set forth in the article. Registered Caregivers who cultivate medical marijuana only for themselves and/or members of their household are exempt from this requirement and are not required to obtain a permit or license.~~

The cultivation, manufacturing, testing or sale of adult use marijuana from a residence is prohibited, unless it is for personal use in accordance with 28-A M.R.S. § 1502. Home cultivation of adult use marijuana for personal use is exempt from the licensing requirements of this Ordinance. Provided, however, that outdoor cultivation of adult use marijuana for personal use is prohibited, unless the residence is located in an agricultural zoning district.

Commented [GW3]: State Legislature changed "Registered Caregivers" from only being able serve six patients to unlimited. This would essentially make caregivers retail stores which should not be allowed in residential communities. By deleting this provision we are also clarifying that registered caregivers are medical marijuana retail stores or cultivation facilities regardless if they operate in their permanent residence.

I. Application Procedure:

A. An application for a license must be made on a form provided by the City.

B. All applicants must be qualified according to the provisions of this Ordinance.
Applicants shall provide sufficient information to demonstrate that they meet all qualifications and standards established in this Ordinance.

C. Application to establish a Marijuana Business

1. If the applicant who wishes to operate a Marijuana Business is a single individual, this person must sign the application for a license. If the applicant who wishes to operate a Marijuana Business is more than one individual, each person who has an interest in the business must sign the application for a license as applicant. Each applicant must be qualified under the following section and each applicant shall be considered a licensee if a license is granted.

2. The completed application for a Marijuana Business license shall contain the following

information and shall be accompanied by the following documents:

- a. If the applicant is an individual: The individual shall state their legal name and any aliases, and submit proof that they are at least twenty-one (21) years of age.
- b. If the applicant is a partnership: The partnership shall state its complete name, and the names of all partners, whether the partnership is general or limited, submit a copy of the partnership agreement, if any, and submit proof that all partners are at least twenty-one (21) years of age.
- c. If the applicant is a corporation: The corporation shall state its complete name, the date of its incorporation, evidence that the corporation is in good standing under State law, the names and capacity of all officers, directors and principal stockholders, the name of the registered corporate agent, the address of the registered office for service of process, and submit proof that all officers, directors and principal stockholders are at least twenty-one (21) years of age.
- d. If the applicant is a limited liability company (LLC): The LLC shall state its complete name, the date of its establishment, evidence that the LLC is in good standing under State law, the names and capacity of all members, a copy of its operating agreement, if any, the address of its registered office for service of process, and submit proof that all members are at least twenty-one (21) years of age.
- e. If the applicant intends to operate the Marijuana Business under a name other than that of the applicant, they must state the Marijuana Business' name and submit the required registration documents.
- f. If the applicant, an officer, member or employee has been convicted of criminal activity under State and/or federal law, they must list the specified criminal activity involved, and the date, place, and jurisdiction of each conviction.
- g. If the applicant has had a previous license under this Ordinance or other similar Marijuana Business license applications in another town, city or state denied, suspended or revoked, they must list the name and location of the Marijuana Business for which the license was denied, suspended or revoked, as well as the date of the denial, suspension or revocation, and they must list whether the applicant has been a partner in a partnership or an officer, director, or principal stockholder of a corporation that is permitted/licensed under this Ordinance, whose license has previously been denied, suspended or revoked, listing the name and location of the Marijuana Business for which the permit was denied, suspended, or revoked as well as the date of denial, suspension or revocation.
- h. If the applicant holds any other permits/licenses under this Ordinance or other similar Marijuana Business license from another town, city, or state the applicant shall provide the names and locations of such other permitted/licensed businesses.
- I. The type of Marijuana Business for which the applicant is seeking a license.

- j. The location of the proposed Marijuana Business, including a legal description of the property, street address, and telephone number.
 - k. Sufficient documentation demonstrating possession or entitlement to possession of the proposed licensed premises of the Marijuana Business pursuant to a lease, rental agreement, purchase and sale agreement or other arrangement for possession of the premises or by virtue of ownership of the premises.
 - l. The applicant's mailing address and residential address.
 - m. Recent passport-style photograph(s) of the applicant(s).
 - n. The applicant's driver's license.
 - o. A sketch showing the configuration of the subject premises, including building footprint, interior layout with floorspace to be occupied by the business, and parking plan. The sketch must be drawn to scale with marked dimensions.
 - p. A copy of a City Tax Map depicting: the subject property lines and the property lines of other properties within one thousand (1,000) feet of the subject property; measured in accordance with Section J.A.3.
3. All applications for a Marijuana Business license shall be kept confidential by the City .
4. All applicants, including all individuals, officers, directors, managers, members, and partners, for any Adult Use Marijuana Business license, excepting Adult Use Marijuana Testing Facilities, must be residents of the State, as defined in 28-B M.R.S. §102, and a majority of shares, partnership interests, and membership interests, or other equity interests in corporate applicants must be held or owned by persons who are residents.

All applicants, including all individuals, officers, directors, managers, members, and defined partners, for any Medical Marijuana Business license must be residents of the State, as in 22 M.R.S. § 2422.

5. If an applicant is a person, the person must be a resident as that term is defined in the application. If the applicant is a corporation, partnership, or limited liability company, every officer, and managing partner must be a person who is a resident, and a majority of shares, partnership interests, or other equity interests must be held or owned by persons who are residents. The residency requirement does not apply to applicants for testing licenses.

D. Application and License Fees

All applications must be submitted with a *(SEE SCHEDULE A)* fee. If an application is approved, the following license fees must be paid before the City will issue a license:

Marijuana Store: Annual Operation License Fee: *(SEE SCHEDULE A)*

Marijuana Manufacturing Facility: Annual Operation License Fee: *(SEE SCHEDULE A)*

Marijuana Testing Facility: Annual Operation License Fee: *(SEE SCHEDULE A)*

Adult Use Marijuana Cultivation:

Tier 1: 0 to 500 SF of plant canopy: Annual Permit/Licensing Fee: *(SEE SCHEDULE A)*

Tier 2: 501-2,000 SF of mature plant canopy: Annual License Fee: *(SEE SCHEDULE A)*

Tier 3: 2,001-7,000 SF of mature plant canopy: Annual License Fee: *(SEE SCHEDULE A)*

Tier 4: > than 7,000SF of mature plant canopy: Annual License Fee:*(SEE SCHEDULE A)*

Medical Marijuana Cultivation: Annual Operation License Fee: *(SEE SCHEDULE A)*

Adult Use Marijuana Nursery Cultivation: Annual License Fee: *(SEE SCHEDULE A)* (Plant canopies of individual Nursery Cultivations are permanently capped at 1,000 SF.)

Renewal applicants for Adult Use Marijuana Cultivation licenses may seek an increase to a higher tier if they comply with the requirements in this section. Applicants for Adult Use Marijuana Cultivation licenses may not hold more than three (3) such licenses or a total combined plant canopy in excess of 30,000 SF.

J. Standards for License:

A. General

1. All Marijuana Businesses shall comply with applicable state and local laws and regulations.
2. Marijuana Businesses shall only be located within the zoning districts permitted in section E. below.
3. Marijuana Businesses may not be located on property within one thousand (1,000) feet of the property line of a preexisting public or private school (K-12).

For the purposes of this Ordinance, "school" includes a public school, private school, or ~~public-preschool-program as defined in 20-A M.R.S. §1, or any other educational facility that serves children from prekindergarten to grade 12.~~

Required setbacks shall be measured as the most direct, level, shortest, without regard to the intervening structures or objects, straight-line distance between the school property line and the property line of the parcel of land on which the Marijuana Business is located. If the Marijuana Business is located within a

Commented [GW4]: Delete wording. Public preschool programs as defined by the state are programs operated out of a public school and using public funds. This is already covered under the definition of a public school

Commented [GW5]: Remove wording regarding other education facility. This creates a gray area where dance studios, karate dojos, driver training centers, etc can fall under. Essentially this would eliminate marijuana stores within the downtown area which Council wanted to promote for ease of enforcement by Presque Isle PD.

commercial subdivision, the required setback shall be measured from the front door of the Marijuana Business to the property line of the school. Presence of a town, city, county, or other political subdivision boundary shall be irrelevant for purposes of calculating and applying the distance requirements of this Section.

4. Marijuana Businesses may not be located on property within one hundred fifty (150) feet of the property line of a parcel containing one or more other Marijuana Businesses, a Church, Pre-School, Day Care, or Community Center. Required setbacks shall be measured as the most direct, level, shortest, without regard to the intervening structures or objects, straight-line distance between the front doors of existing primary structures of the parcels of land on which the Marijuana Businesses are located. If the Marijuana Business is located within a commercial subdivision, the required setback shall be measured from the front door of each of the Marijuana Businesses. Presence of a town, city, county, or other political subdivision boundary shall be irrelevant for purposes of calculating and applying the distance requirements of this Section.

Adult Use and Medical Marijuana Cultivation Facilities and Adult Use and Medical Marijuana Manufacturing Facilities operating within the industrial zoning district are exempt from this setback requirement.

5. No outside cultivation or storage of marijuana, marijuana products, or related supplies is permitted, except that outdoor cultivation of marijuana in the Agricultural Farming / Forestry District is permitted.
6. Pursuant to 22 M.R.S. §2429-D(3), Registered Caregiver Retail Stores, Registered Dispensaries, Medical Marijuana Testing Facilities, and Medical Marijuana Manufacturing Facilities, as well as Medical Marijuana Cultivation Facilities, that were operating with City approval prior to December 13, 2018, are grandfathered in their current location and current use and shall be treated as legally non-conforming uses in accordance with Article III of the Presque Isle Zoning Ordinance if their location or use is not in conformance with this ordinance or applicable zoning ordinances, provided, however, that said Marijuana Businesses shall apply for and obtain a license.

The holder of a license for a Medical Marijuana Cultivation Facility or a Medical Marijuana Manufacturing Facility that complies with all applicable provisions of this Ordinance and the Presque Isle Zoning Ordinance, may exchange their license for an Adult Use Cultivation Facility or Adult Use Manufacturing Facility license in the same location, provided they meet all requirements and standards to operate an Adult Use Cultivation Facility or Adult Use Manufacturing Facility, with the exception of the required setbacks between facilities and schools. Said holder must file an application and pay a (SEE SCHEDULE A) fee.

The holder of a license for a Registered Caregiver Retail Store that complies with all applicable provisions of this Ordinance and the Presque Isle Zoning Ordinance may exchange their license for an Adult Use Marijuana Store license in the same location, provided they meet all requirements and standards to operate an Adult Use Marijuana Store. Said holder must file an application and pay a (SEE SCHEDULE A) fee.

7. All Adult Use Marijuana Stores and Registered Caregiver Retail Stores must be operated from permanent locations, which may utilize telephone and internet orders as long as the buyer pays for and picks up such orders in the store on the day the order is made, an exception is made for Registered Caregiver Retail Stores whereas it may be a necessity for the business to deliver medical marijuana to a patient. These deliveries will be made by the business and no contracted/paid delivery service will be authorized. Delivery must be made directly to the Qualified Patient and proper identification is verified.
8. Adult Use Marijuana Stores and Registered Caregiver Retail Stores may not use vending machines for sales, may not have "drive-through" or "drive-up" window serviced sales, and may not have internet-based sales with credit/debit card payment and delivery by USPS, UPS, FedEx, DHL, or any other global or local delivery service or courier.
9. Security measures at all Marijuana Business premises shall include, at a minimum, the following:
 - a. Security surveillance cameras installed and operating twenty-four (24) hours a day, seven (7) days a week, with thirty (30) day video storage, to monitor all entrances, along with the interior and exterior of the premises, to discourage and facilitate the reporting of criminal acts and nuisance activities occurring at the premises; and
 - b. Door and window combination video and motion detector intrusion system with audible alarm and smart phone monitoring, maintained in good working condition; and
 - c. A locking safe permanently affixed to the premises that is suitable for storage of all marijuana, marijuana products, and cash stored overnight on the licensed premises; and
 - d. Exterior lighting that illuminates the exterior walls of the licensed premises during dusk to dawn, that is either constantly on or activated by motion detectors, and complies with applicable light pollution standards established in the Technical Assistance Bulletin (Lighting Manual) produced by the State Planning Office; and
 - e. Deadbolt locks on all exterior doors and any other exterior access points, excepting windows which shall have locks; and
 - f. Methods to ensure that no person under the age of twenty-one (21) shall have access to marijuana and marijuana products.
10. Ventilation

All Marijuana Businesses are required to be in compliance with Odor Nuisance Control and Abatement Performance Standards, and all Marijuana Cultivation facilities shall have odor mitigation systems and a plan sufficient to mitigate potential nuisance conditions at property lines.

11. Operating Plan

Marijuana Businesses which cultivate, test, and/or manufacture are required to submit an operation plan that at a minimum addresses the following:

- a. wastewater; and
- b. disposal of waste

12. Required Notices

There shall be posted in a conspicuous location inside each Marijuana Store, at least one legible sign containing the following information:

On-site consumption of marijuana is illegal; Open and public consumption of marijuana in the State of Maine is illegal; The use of marijuana or marijuana products may impair a person's ability to drive a car or operate machinery; No one under the age of twenty-one (21) may purchase marijuana or marijuana products, except a minor with medical marijuana card; Loitering prohibited.

13. Signs

All signs used by and all marketing and advertising conducted by or on behalf of the marijuana business may not involve advertising or marketing that has a high likelihood of reaching persons under 21 years of age or that is specifically designed to appeal particularly to persons under 21 years of age. The signs, marketing, or advertising is prohibited from making any health or physical benefit claims. All signage shall meet the City's Land Use Sign standards and may use an image or images of the marijuana plant or plants, or parts thereof, as long as they do not exceed 20% of the sign face, but there shall be no pictorial representations of other marijuana products, by-products, or paraphernalia associated with the use or distribution of retail marijuana.

The exterior of all Marijuana Stores shall display a 1' x 1' image of any universal symbol for Medical or adopted by the State's Department of Administration and Financial Services.

B. Right of Access/Background Check/Inspection

Every Marijuana Business shall allow law enforcement officers and the Presque Isle Code Enforcement Officer ("CEO") to enter the premises at reasonable times for the purpose of checking compliance with all applicable State laws and this Ordinance. ~~Every owner and employee of a Marijuana Business applying for a license, shall contact the Presque Isle Police Department for the purposes of fingerprinting and criminal background checking, and~~ all premises managers for Marijuana Businesses shall submit emergency contact information to the Presque Isle 911 Communication Center. All business assets shall be reported to the City Assessor annually.

Commented [GW6]: State handles this requirement during application

Due to fire, explosion, and other hazards inherent in Marijuana Cultivation, Testing, and Manufacturing facilities, including, but not limited to, heavy electrical loads, hot lighting fixtures, CO2 enrichment, extraction solvents (acetone, butane, propane,

ethanol, heptane, isopropanol, CO2, etc.), high-pressure extraction methods (CO2, etc.), and flammable contents, the owners of all such facilities shall agree to be inspected annually by the Presque Isle Fire Department and have a Knox Box installed at the structure's exterior entrance for emergency access. Knox Boxes shall be obtained and installed in coordination with the Presque Isle Fire Department.

C. Indemnification

By accepting a license issued pursuant to this Ordinance, the licensee waives and releases the City, its officers, elected officials, employees, attorneys, and agents from any liability for injuries, damages, or liabilities of any kind that result from any arrest or prosecution of any Marijuana Business owners, operators, employees, clients, or customers for a violation of local, State or federal laws, rules, or regulations.

By accepting a license issued pursuant to this Ordinance, the permittee/licensee agrees to indemnify, defend, and hold harmless the City, its officers, elected officials, employees, attorneys, agents, and insurers against all liability, claims, and demands on account of any injury, loss or damage, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever arising out of or in any manner connected with the operation of a permitted/licensed Marijuana Business.

D. State Law

In the event the State of Maine adopts any additional or stricter law or regulation governing the sale, cultivation, manufacture, distribution, or testing of Marijuana or Marijuana products, the additional or stricter regulation shall control the establishment or operation of any Marijuana Business in Presque Isle.

Compliance with all applicable State laws and regulation shall be deemed an additional requirement for issuance or denial of any license under this Ordinance, and noncompliance with State laws or regulations shall be grounds for revocation or suspension of any license issued hereunder.

E. Zoning

All applications for business subject to review by this ordinance shall be submitted to the CEO for initial review for conformance with the standards of this ordinance. Within 10 ~~business~~ days of receipt of an application the CEO shall inform the applicant in writing in the event that the application is found to be incomplete.

Commented [GW7]: Clarification. Gives staff more time to review application and to schedule in-person staff review

~~Upon determining that an application is complete, the CEO shall approve or move the application on to the Planning Board for review where required in the Land Use Chart.~~

~~Applications requiring Planning Board approval shall be placed on the next regularly scheduled meeting of the Planning Board. Upon finding the application conforms with the standards within this ordinance the Planning Board shall approve the application and the CEO shall issue a permit.~~

Commented [GW8]: Remove section as we are keeping operation uniform to CEO to City Council. Allows for timely processing times.

F. A Certificate of Occupancy shall be issued by the Code Officer upon inspection of the premises and finding that the building or buildings are in compliance with applicable Building, Electrical, and Plumbing Codes adopted by the City of Presque Isle.

LAND USE CHART			
CLASSIFICATION	ALLOWABLE ZONES	PERMITTING AUTHORITY	MINIMUM LOT SIZE
Marijuana Store	B, RB, DRB, SC, AFF, GD	CEO	None
Marijuana Manufacturing Facility	B, I, LI, AFF	PBCEO	5 AC
Marijuana Testing Facility	B, I, LI, RO	CEO	None
Marijuana Cultivation Facility			
<i>Tier 1 0 to 500 SF mature canopy</i>	B, I, LI, AFF	PBCEO	.25 AC
<i>Tier 2 501 to 2,000 SF mature canopy</i>	B, I, LI, AFF	PBCEO	.5 AC
<i>Tier 3 2,000 to 7,000 SF mature canopy</i>	B, I, LI, AFF	PBCEO	.5 AC
<i>Tier 4 > 7,000 SF mature canopy</i>	B, I, LI, AFF	PBCEO	1 AC
Nursery - Marijuana Cultivation	B, I, LI, AFF	PBCEO	1 AC

Commented [GW9]: Keep allowable zones consistent with zoning

Commented [GW10]: Keeping permitting authority standardized for all applications.

K. **Enforcement**

A. Violations

- Any violation of this Ordinance, including failure to comply with any condition, may be enforced in accordance with 30-A M.R.S. §4452. Every day a violation exists constitutes a separate violation.
- Commencement of any Marijuana Business without a City license for same shall be a violation of this Ordinance. Any party committing such a violation shall immediately cease operations, whether of a construction, renovation, or business nature, upon notification by the Code Enforcement Officer (CEO). Upon such CEO notification, the City can pursue fines and/or penalties under 30-A M.R.S. §4452.

B. Law Enforcement Officer ("LEO") and Code Enforcement

Law enforcement officers and the CEO may at any reasonable time conduct on-site inspections to ensure compliance with all applicable laws and conditions attached to license approvals and shall investigate all complaints of alleged violations of the Ordinance.

- If the LEO or CEO finds that any provision of this Ordinance is being violated, they shall notify in writing the person responsible for such violation, indicating the nature of the violation and ordering the action necessary to correct it,

including but not limited to, discontinuance of illegal use of land, buildings, or structures, or work being done, removal of illegal buildings or structures, and abatement or mitigation of violations. A copy of such notices shall be submitted to the City Council and be maintained as a permanent record.

2. The LEO or CEO shall keep a complete record of all essential transactions of the LEO or CEO, including Marijuana license applications submitted, permits/licenses granted or denied, training certifications, revocation actions, revocation of permits/licenses, appeals, court actions, violations investigated, violations found, and fees collected.

C. Legal Actions

When the above notification and/or inspection actions do not result in the voluntary correction or abatement of the violation by the subject Marijuana Business, the City Council, upon receiving written notification from the LEO or CEO, may institute any and all actions and proceedings, either legal or equitable, including injunctions of violations and the impositions of penalties and/or fines in order to enforce the provisions of this Ordinance.

The City Council, or their authorized agent, are hereby authorized to enter into administrative consent agreements for the purpose of eliminating violations of this Ordinance and recovering fines without court action.

D. Penalties/Fines

Any person, including but not limited to, a Marijuana Business owner, a property owner where such business is located, or any agent or contractor for same, who orders or conducts any activity in violation of this Ordinance, or fails to comply with any of its requirements, shall be penalized in accordance with 30-A M.R.S. §4452. Fines of \$100.00 to \$5,000.00 per day, as levied by the City Council may result. All fines will be paid to the City of Presque Isle.

L. Training:

A. Individuals who sell marijuana and marijuana products, pursuant to a Marijuana Store business license, must complete responsible marijuana vendor sales practices training, if and when such training is available. This training may be completed online and an employee must be certified within 30 days of employment.

B. Recordkeeping.

Marijuana Store licensees shall maintain on the licensed premises, written records of the vendor training programs completed by individuals who sell marijuana and marijuana products and shall produce those records upon request by the CEO or LEO with the Presque Isle Police Department.

C. Failure to comply with the training requirements.

Failure to meet the training requirement imposed by L. A, may result in the denial/revocation of a Marijuana Business license.

M. Appeals:

If the City of Presque Isle fails to act on a person's request for local authorization to operate a marijuana establishment within the municipality within 90 days after the date the person submitted the request to the City, the request is deemed denied and the denial constitutes a final government action that may be appealed to the Superior Court in accordance with rule 80B of the Maine Rules of Civil Procedure, except that, if the City notifies the person in writing prior to the expiration of the 90-day period that the request cannot be processed prior to the 90-day period, the request is deemed denied and the denial constitutes a final government action only if the City fails to act on the request within 180 days after the date the person submitted the request to the City.

N. Fees & Application:

The fee schedule of this Adult Use and Medical Marijuana Businesses Ordinance shall be reviewed and set annually each December by the Presque Isle City Council.

City staff shall design an application form that is compliant with this ordinance to be used for all Marijuana Business applications. Changes to this form will be reported to the City Council at the next available Council Meeting.

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Commented [GW11]: Adding verbiage and removing the application will give greater flexibility to make adjustments and reduce advertising costs.

Schedule "A"

Schedule of Fees

The fee schedule of this Adult Use and Medical Marijuana Businesses Ordinance shall be reviewed and set annually each December by the Presque Isle City Council.

All applications must be submitted with a \$500.00 fee to be deemed complete.

Marijuana Store: Annual Operation License Fee: \$2,500.00

Marijuana Manufacturing Facility: Annual Operation License Fee: \$2,500.00

Marijuana Testing Facility: Annual Operation License Fee: \$1,000.00

Adult Use Marijuana Cultivation:

Tier 1: 0 to 500 SF of plant canopy: Annual Permit/Licensing Fee: \$500.00

Tier 2: 501-2,000 SF of mature plant canopy: Annual License Fee: \$3,000.00

Tier 3: 2,001-7,000 SF of mature plant canopy: Annual License Fee: \$10,000.00

Tier 4: > than 7,000SF of mature plant canopy: Annual License Fee: \$30,000.00

Medical Marijuana Cultivation: Annual Operation License Fee: \$5,000.00

Adult Use Marijuana Nursery Cultivation: Annual License Fee: \$350.00

The holder of a license for a Registered Caregiver Retail Store that complies with all applicable provisions of this Ordinance and the Presque Isle Zoning Ordinance may exchange their license for an Adult Use Marijuana Store license in the same location, provided they meet all requirements and standards to operate an Adult Use Marijuana Store. Said holder must file an application and pay a \$500.00 fee.

The holder of a license for a Adult Use Marijuana Store that complies with all applicable provisions of this Ordinance and the Presque Isle Zoning Ordinance may exchange their license for an Registered Caregiver Retail Store license in the same location, provided they meet all requirements and standards to operate an Adult Use Marijuana Store. Said holder must file an application and pay a \$500.00 fee.

Commented [GW12]: Suggest transferring this language to the City's Fee Schedule. This will allow for greater flexibility and less public advertisement when changing this ordinance because of a change in fees or structure by Council.



CITY OF PRESQUE ISLE
12 SECOND STREET
PRESQUE ISLE, ME 04769
TEL: (207) 760-2703 OR (207) 760-2770
FAX: (207) 764-2501

E-MAIL: panderson@presqueisleme.us or ghowe@presqueisleme.us

APPLICATION FOR ADULT USE AND MEDICAL MARIJUANA BUSINESS

PLEASE FILL-OUT APPLICATION COMPLETELY

Date: _____ Permit No: _____

1. **Owner of Property:** (If more than one attach a separate page listing all owner's information, see section G.C., must be a Maine Resident) _____

Physical Location (number of street or road): _____

Mailing Address (if different from above): _____

Home Phone: _____ **Work Phone:** _____ **Cell Phone:** _____

E-Mail: _____

2. **Contractor:** _____ **Phone:** _____ **Cell Phone:** _____

3. **Zone** _____ **Map No.** _____ **Street No.** _____ **Lot No.** _____ **Lot Size.** _____ **Acre(s)** _____

4. **Existing use of Property:** _____

5. **Marijuana Business Classification:** _____

6. **Maine License Certification #:** _____

7. **Registered Business Name to be used:** _____

8. **PRIOR Criminal Conviction History of all Owners, Officers, Members, or Employee's.** : (attach separate Pg. if necessary)

Criminal Activity: _____

Date: _____

Place: _____

Jurisdiction: _____

9. **Proof of Right, Title, or Interest Documentation:** (Attach as necessary) _____

PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING APPLICATION

"I hereby apply for a permit for a marijuana business. I agree, prior to starting any electrical or plumbing work, to secure permits from the electrical and plumbing inspector. I understand that there may be other permits required from other agencies that I must obtain before being allowed to operate. Under MRSA 25, Section 2357 and the City of Presque Isle's Land Use and Development Code a Certificate of Occupancy ***MUST*** be obtained before the business hereby permitted is used or occupied. I understand that this permit application may be denied if not complete. A complete application may include construction documents as required by the City of Presque Isle. *I understand that if the above information is not accurate this application will be invalid, a Stop Work Order issued, and the City of Presque Isle could levy fines against me for giving false information.*"

Signature of Applicant	Date

CHECKLIST

All lines must be completed

	YES	NO	Not Applicable	CEO Initials
Application Fee Submitted:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input style="width: 50px; height: 20px;" type="text"/>
All Owners / Partners Listed:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input style="width: 50px; height: 20px;" type="text"/>
Contractor Listed:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input style="width: 50px; height: 20px;" type="text"/>
License Type Listed:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input style="width: 50px; height: 20px;" type="text"/>
Me License Certified:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input style="width: 50px; height: 20px;" type="text"/>
Criminal History Listed:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input style="width: 50px; height: 20px;" type="text"/>
Right, Title, Interest Verified:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input style="width: 50px; height: 20px;" type="text"/>
Photo's Attached:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input style="width: 50px; height: 20px;" type="text"/>
Driver's License Attached:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input style="width: 50px; height: 20px;" type="text"/>
Sketch Attached:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input style="width: 50px; height: 20px;" type="text"/>
City Map Attached:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input style="width: 50px; height: 20px;" type="text"/>

Standards

School Setback:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input style="width: 50px; height: 20px;" type="text"/>
Marijuana Business Setback:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input style="width: 50px; height: 20px;" type="text"/>
Security Standards:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input style="width: 50px; height: 20px;" type="text"/>
Odor Plan:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input style="width: 50px; height: 20px;" type="text"/>
Operating Plan:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input style="width: 50px; height: 20px;" type="text"/>
Notices:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input style="width: 50px; height: 20px;" type="text"/>
Signs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input style="width: 50px; height: 20px;" type="text"/>

Police Dept. Approval: ☐ ☐ ☐ ☐

Fire Dept. Approval: ☐ ☐ ☐ ☐

*****Office Use Only*****

Date Application Received: _____ Date CEO / Planning Bd. Review: _____ Approved _____ Denied _____

Reason for Denial: _____

CEO Signature: _____

Commented [GW13]: Remove Application from Ordinance.

NOTICE OF PUBLIC HEARING CITY OF PRESQUE ISLE

NOTICE IS HEREBY given that the Presque Isle City Council will hold a **PUBLIC HEARING** on **October 7, 2020 at 6:00 PM** in the City Council Chambers, City Hall at 12 Second Street

1. To solicit comments on the approval of a Taxi Service License for: **Tommie Plourde, d/b/a Tom's Taxi with a business address of 579 Aroostook Rd., Fort Kent.**
2. On the proposed changes to: **Chapter 59A – Adult Use and Medical Marijuana Business Ordinance**
3. 2020/2021 renewal for Automobile Graveyard and/or Junkyard Permits for:
Timothy Cowett, d/b/a C.A.R. Parts, (Auto Graveyard and Junkyard) located at 75 Davis Street and 250 Fort Road, and Paul Jalbert, d/b/a Jalbert Auto & Salvage, (Automobile Graveyard) located at 204 Chapman Road.
4. To consider amending **Chapter 48 General Assistance Ordinance Appendices A - D.**
5. **To consider approval of a Liquor License and Special Permit for Music, Dancing, and Entertainment for: Bethany Graves d/b/a Lotus Lounge, 149 State Street**

The public may attend the public hearing or submit written comments. You can obtain more information by contacting the City Clerk's Office at City Hall, 12 Second Street, Presque Isle, ME 04769 or by calling 760-2720.

Per Order of the City Council
Thomas C. King
City Clerk

Published on: September 23, 2020.

PRESQUE ISLE CITY COUNCIL MEETING

For:

October 7, 2020

AGENDA ITEM # 3

SUBJECT

PUBLIC HEARING: Consider adopting the Downtown
Redevelopment Plan

INFORMATION

- 1) Memo from Galen Weibley, dated September 24, 2020
- 2) Downtown Redevelopment Plan
- 3) Public Hearing Notice

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by
Councilor _____ to approve the Downtown
Redevelopment Plan.



City of Presque Isle, Maine

From the desk of:
Galen Weibley

Email: gweibley@presqueisleme.us

MEMORANDUM

TO:	Honorable City Council
CC:	Martin Puckett, City Manager; Tom King, City Clerk Chelsea Stratton
DATE:	September 24, 2020
RE:	Downtown Redevelopment Plan

Enclosed is a copy of the draft Downtown Redevelopment Plan which was in front of the Council in July and August. The Council will listen to public comment before taking action. Once the Council is satisfied with the draft, please state the following:

I move we approve the Presque Isle Downtown Redevelopment Plan as presented.

Motion made by: _____ Seconded by: _____

TABLE 1
City of Presque Isle's Project Costs

Project	Cost Estimate	Statutory Citation	Reference to Downtown Redevelopment Plan
<p>1. <u>Façade Grant Program for Downtown Storefront Aesthetics</u>: Fund costs associated with establishing a permanent economic development grant program for downtown storefront façade improvements to promote economic development.</p>	\$300,000	30-A M.R.S.A. § 5225(1)(C)(1), (3)	Pages 14 & 24
<p>2. <u>All-Purpose ATV, Snowmobile, Bike Trail & Bridge Construction and Maintenance</u>: Fund costs associated with planning, design, construction, maintenance, grooming, and improvement to new or existing recreational trails that have significant potential to promote economic activity.</p>	\$1,000,000	30-A M.R.S.A. § 5225(1)(C)(6)	Pages 13 & 23
<p>3. <u>Downtown Event Programming</u>: Fund costs associated with economic development events and programming designed to promote the Downtown area.</p>	\$30,000	30-A M.R.S.A. § 5225(1)(C)(1)	Pages 14 & 15

Project	Cost Estimate	Statutory Citation	Reference to Downtown Redevelopment Plan
<p>4. <u>Sidewalk and Streetscape Improvements:</u> Costs associated with improving and maintaining sidewalks in Downtown area. Improve the streetscapes in the Downtown area, including but not limited to streetlight replacement, for the purpose of drawing attention to the Downtown area, attracting businesses and patrons.</p>	\$864,500	30-A M.R.S.A. § 5225(1)(A)(1); (B)(1)	Pages 17, 18, 22 & 23
<p>5. <u>Loan and/or Grant Program to Promote Certain Improvements to Major Residential Rental Downtown Properties</u> : Establish a credit program for licensed landlords of non-owner-occupied rental units in the District to recoup costs associated with capital improvements, including, but not limited to, weatherization improvements, through a permanent revolving loan fund and/or a grant program.</p>	\$200,000	30-A M.R.S.A. § 5225(1)(A)(1), (1)(C)(3)	Pages 10 & 23
<p>6. <u>Riverside Drive Redevelopment & Arts/Cultural District:</u> Fund all costs associated with redeveloping Riverside Drive from a vehicular road into a pedestrian promenade with retail shopping opportunities designed to promote economic activity.</p>	\$350,000	30-A M.R.S.A. § 5225(1)(A)(1)	Pages 12, 14, & 22-23

Project	Cost Estimate	Statutory Citation	Reference to Downtown Redevelopment Plan
7. <u>Downtown Marketing:</u> Fund costs associated with marketing materials to promote the Downtown area in order to attract investors, businesses, and customers.	\$150,000	30-A M.R.S.A. § 5225(1)(C)(1)	Page 11 & 15
8. <u>Demolishing Blighted Properties:</u> Fund costs associated with the demolition of blighted properties in the Downtown area.	\$200,000	30-A M.R.S.A. § 5225(1)(A)(1), (2), (3), (4), (5)	Pages 10 & 23
9. <u>Downtown WiFi Program:</u> Fund costs associated with providing WiFi services to foster economic development.	\$15,000	30-A M.R.S.A. § 5225(1)(A)(1); (1)(C)(1)	Pages 19 & 22-23
10. <u>Economic Development Studies and Design Work:</u> Fund costs associated with studies and design work relating to economic development planning efforts, including but not limited to reimagining elderly community living from an economic development perspective within the District.	\$30,000	30-A M.R.S.A. § 5225(1)(A)(7); (1)(C)(1)	Page 10 & 22

Project	Cost Estimate	Statutory Citation	Reference to Downtown Redevelopment Plan
<p>11. <u>5-Point Intersection Improvement and Other Road Improvements</u>: Fund costs to improve and maintain roads and streets that form the transportation routes within the District or directly related to or made necessary by the creation of the District, including, but not limited, to the 5-Point Intersection as a match with other potentially available funds. These costs include, but are not limited, to engineering and design work, construction, and culvert repair.</p>	\$400,000	30-A M.R.S.A. § 5225(1)(A)(1), (4); (1)(B)(1)	Pages 12 & 23
<p>12. <u>Stormwater Infrastructure Improvements</u>: Fund costs related to improving stormwater infrastructure within the District or directly related to or made necessary by the District.</p>	\$500,000	30-A M.R.S.A. § 5225(1)(A)(1); (1)(B)(1); (1)(C)(2)	Pages 16, 20, & 23
<p>13. <u>Professional Services and Administrative Costs</u>: Fund professional service and administrative costs associated with the District and the implementation of the Development Program.</p>	\$600,000	30-A M.R.S.A. § 5225(1)(A)(4), (5)	Pages 11 & 25

Project	Cost Estimate	Statutory Citation	Reference to Downtown Redevelopment Plan
<p>14. <u>Economic Development Costs:</u> Fund costs of municipal economic development budget items (including, but not limited, to appropriate prorated staff salaries, economic development planning efforts including the development of economic development planning documents).</p>	\$450,000	30-A M.R.S.A. § 5225(1)(C)(1)	Pages 11 & 25
<p>15. <u>Uniform Downtown Signage:</u> Fund costs associated with the design and purchase of new signage in the Downtown area, including directional, wayfinding, and interpretive signs.</p>	\$50,000	30-A M.R.S.A. § 5225(1)(C)(1)	Pages 20 & 22
<p>16. <u>Water Tourism/Business Activation Improvements and Programming*</u>: Fund costs associated with establishing a new capital project on public property for a City-owned water tubing or other floatation transportation system designed to attract residents and tourists to the Downtown area in the summer and integrate into the other public transportation infrastructure. The City intends to offer to the private sector the opportunity to offer shuttle services for drop off locations, rental shops and other ancillary businesses offering tourist amenities.</p>	\$20,000	30-A M.R.S.A. § 5225(1)(A)(1), (1)(C)(1)	Pages 13 & 24

Project	Cost Estimate	Statutory Citation	Reference to Downtown Redevelopment Plan
<p>17. <u>Outdoor Unleashed Dog Center*</u>: Tourism-focused downtown amenity where dog owners can bring their unleashed pets for a unique exercise experience. This project is intended to be built specifically to enable dog-friendly marketing of the City for tourism. The City is home to the only dog-friendly hotel in the County. With the installation of the dog center, the City can also market and support local businesses in creating a dog-friendly downtown, the hotel will be able to advertise the amenity to its guests and the City will strengthen its economic position as a dog and family friendly outdoor destination. The City is also exploring potential partnership opportunities with the American Kennel Club (AKC) & Canadian Kennel Club (CKC) for the installation of an agility trial course and/or a unique dog diving pond launch, as a way of helping to market the region and attract tourists for competitions that are growing in popularity. During non-competition days, the course could be open for training which will increase the economic activity and sales of competition related supplies and hotel stays for visitors.</p>	\$10,000	30-A M.R.S.A. § 5225(1)(A)(1), (1)(C)(1)	Pages 13 & 22

Project	Cost Estimate	Statutory Citation	Reference to Downtown Redevelopment Plan
<p>18. <u>GIS Mapping for Economic Development Planning:</u> Fund costs associated with establishing and maintaining a Geographic Information System (GIS) mapping program to support ongoing maintenance and upgrade of infrastructure, including hardware, software, licensing, maintenance, training, and technical support. GIS provides critical support to existing and future development in all potential future tax increment financing districts.</p>	\$150,000	30-A M.R.S.A. § 5225(1)(C)(1)	Pages 16, 19, & 23
Total	\$5,319,500		

* Please note that for projects 16 and 17, the City acknowledges the following rule regarding prohibited uses of TIF revenues in Title 30-A MRSA Section 5225(2): “...*the commissioner may not approve as a project cost the cost of facilities, buildings or portions of buildings used predominantly for the general conduct of government or for public recreational purposes, including, but not limited to, city halls and other headquarters of government where the governing body meets regularly, courthouses, jails and other state and local government office buildings, recreation centers, athletic fields and swimming pools.*” As such, the City understands that such if such facilities are funded with TIF Revenues, they must be economic development projects and programs that are not used predominantly for public recreational purposes.



Downtown Redevelopment Plan 2020



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Acknowledgements

The Presque Isle Downtown Redevelopment Plan Contributing Members

- ✧ ***Mike Chasse***
- ✧ ***Clint Deschene***
- ✧ ***Ward Gerow***
- ✧ ***Pete Hallowell***
- ✧ ***Brandon McDonald***
- ✧ ***Sean Nordenhold***
- ✧ ***Travis Ouellette***
- ✧ ***David Perry***
- ✧ ***Floyd Rockholt***
- ✧ ***Bruce Roope***
- ✧ ***Jake Shaw***

The City of Presque Isle Contributing Staff

- ✧ ***Penny Anderson***
- ✧ ***Lewis Cousins***
- ✧ ***Chris Beaulieu***
- ✧ ***Dana Fowler***
- ✧ ***George Howe***
- ✧ ***Laurie Kelly***
- ✧ ***Martin Puckett***
- ✧ ***Galen Weibley***

University of Maine Presque Isle (UMPI) GIS Department

- ✧ ***Dr. Chunzeng Wang***

Executive Summary

This redevelopment plan was created to identify public infrastructure and aesthetic improvement projects for Presque Isle's Downtown areas while also addressing the challenges of revitalization efforts in Maine. The focus area for this plan centers around the Downtown areas of Presque Isle specifically the major transportation arterials of Main Street, Maysville Street, Chapman Road, State Road, Parsons Street, Industrial Street, and other minor arterial roadways that converge into the downtown.

The Downtown Redevelopment Plan is an updated version from the 2009 edition that combines components of updated data from the proposed 2019 Comprehensive Plan and addresses new challenges facing economic development for 2020 and beyond. Areas discussed include residential housing, commercial space, zoning uses, parking, transportation, recreation, historic/cultural features, economic overview, public infrastructure and pedestrian safety.

Work was completed in a collaborative approach between the Presque Isle Downtown Revitalization Committee, Presque Isle Planning Board, and Presque Isle City Departments to reenergize redevelopment efforts within the downtown areas. Many of the productive conversations occurred over the course of two years in addressing the challenges of revitalizing the city's Downtown area while working on the City's proposed 2019 Comprehensive Plan.

The Downtown areas consist of 201 parcels containing 2,610,194 square feet of commercial space available. Based upon a U.S. trends of average retail floor space, it is estimated Presque Isle is positioned to expanding its role as a retail and service hub for Aroostook County and the surrounding New Brunswick & Quebec markets by developing marketing strategies to promote migration of new residents and private investment.

There are 102 residential parcels containing 571 dwelling units within the Downtown areas. The City has been experiencing an increase use of public funds to demolish blighted properties especially within the Downtown areas and is exploring opportunities to revitalize blighted properties using a multiprong approach of encouraging private investment in combination with rental and property maintenance educational efforts.

Branding insights about Downtown Presque Isle include the historic buildings, the intense traffic and visibility, and the potential for an entertainment/restaurant cluster. Several branding/slogan ideas have been implemented by the Downtown Revitalization Committee and the city is proactively exploring new public projects to utilize the Presque Isle Stream as an epicenter for arts, culture, and outdoor recreation.

Updated goals will be implemented using the Main Street 4-Point approach of Design, Economic Vitality, Organization and Promotion over a time line of short (less than 5 years), intermediate (completed in ten years), and long (completed within 30 years).

Introduction

Origin of Goals & Policy Vision

Presque Isle's Downtown district serves as the city's center for social, civic, and cultural activity since the city's incorporation in 1859. This designation has been challenged as early as the 1980's with an increase in blighted properties and outward migration.

In early 2006, a group of Presque Isle citizens formed the Presque Isle Downtown Revitalization Committee (PIDRC). This committee developed by-laws and is a publicly charged body appointed and partially funded by the City of Presque Isle. The PIDRC also recognizes and utilizes the four-point Main Street approach to revitalization: organization, economic restructuring, design, and promotion. This has its initial origins in the City's 2009 Downtown Revitalization Plan.

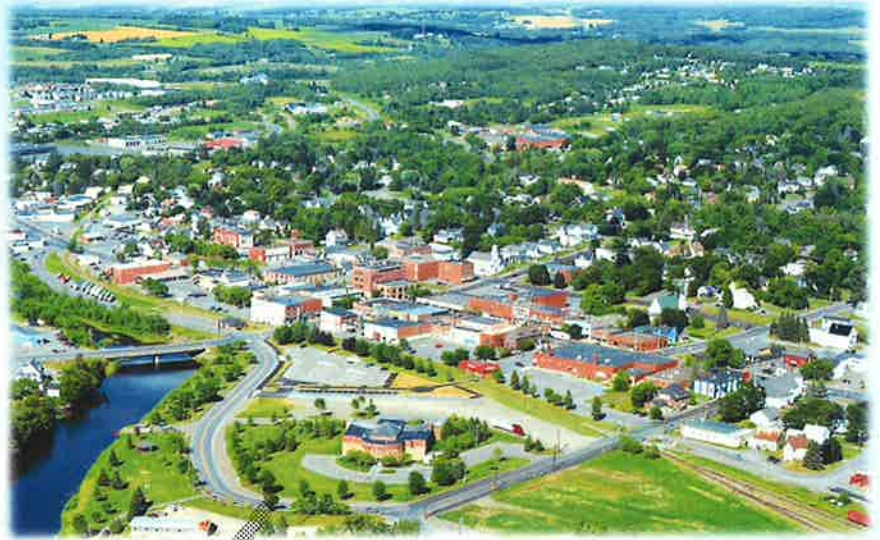
The PIDRC was later tasked to assist with addressing revitalization vision for Presque Isle's Downtown by contributing heavily to the proposed 2019 Comprehensive Plan which highlighted the need to:

- ★ Establish an economic development program that restores the Downtown as the heart and soul of community life.
- ★ Stimulate the Downtown area to be the crucial economic health and civic pride center of the entire community.
- ★ The development of private & public partnering is needed for a successful downtown redevelopment effort, which may and likely will mean a focused public investment strategy for the Main Street growth area.
- ★ Encourage economic growth & development within the context of historic preservation which is appropriate to today's marketplace.
- ★ Focus new growth efforts by first "filling-in" existing developed blighted properties within the designated Downtown.

Public Participation

Through collaborative efforts, Presque Isle's Planning Board and City Council approved sending the proposed 2019 Comprehensive Plan for state review. It was during this time that the city desired to update the city's Downtown Redevelopment Plans that address the many changes in the local economy as well as updates to community projects.

City of Presque Isle staff began the endeavor of initially drafting the preliminary updates with rigorous revisions made through public participation at Planning Board and City Council meetings. The final plan was finally approved by City Council on **October 7, 2020.**



Downtown Assessment

About Presque Isle's Downtown

Presque Isle's Downtown district is centrally located within the city's defined Urban Compact Area as designated by Maine Department of Transportation. The area consists of major arterial and collector roadways that form the heart of the community. These roads include:

- ★ Main Street
- ★ Chapman Rd
- ★ Maysville Street
- ★ North Street
- ★ Rice Street
- ★ State Road & Street
- ★ Industrial Street
- ★ Second Street
- ★ Parsons Street
- ★ Riverside Drive
- ★ Green Hill Drive
- ★ Mechanic Street
- ★ And portions of minor collector roadways



Most commercial, social, and retail, services are located within this geographical area. The composition of properties within the Downtown area are diverse and well suited for mixed business and commercial use given the compact size of parcels and location near primary residential neighborhoods. Parcels in the northern Downtown area are generally larger and occupy many of the city's larger commercial space where adequate parking is required. Because of the factors mentioned above, the zoning within the Downtown Area consists of Business, Downtown Retail, Urban Residential and Residential Office zones.

Downtown Vision

Inspired by the proposed 2019 Comprehensive and 2009 Downtown Revitalization Master Plans

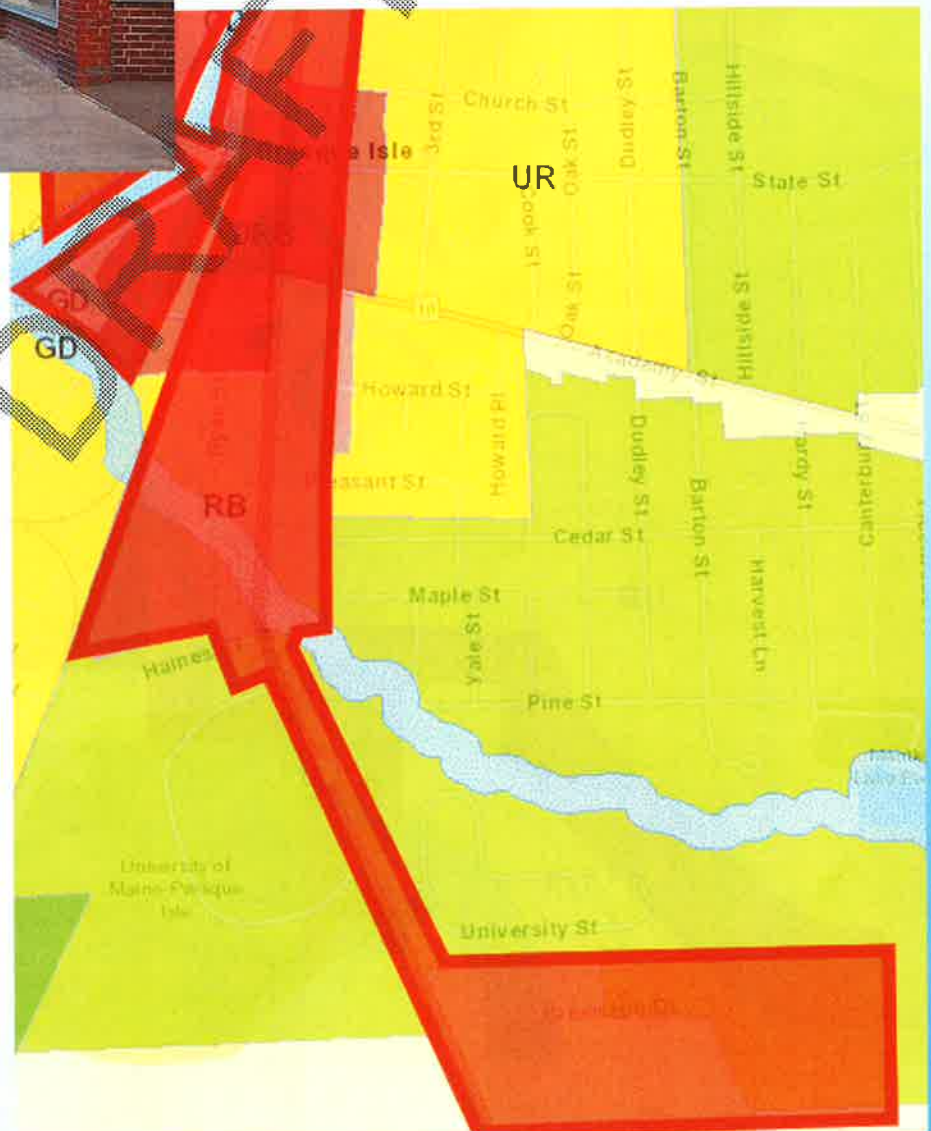
Presque Isle's Downtown is historically enriched as being a major center for services and commerce for a rural agricultural community. Many of the buildings within the Downtown still offer important cultural, retail, and recreational services to the surrounding central Aroostook County towns and unincorporated territories. It is the City's vision to revitalize the downtown into the primary destination for residents and visitors of Aroostook County by not only incorporating our agricultural and service-based economies but also welcoming our growing outdoor recreation sector into our historic downtown.

Zoning Study of the Downtown Areas

The Downtown Plan highlights important sections of the downtown based on geographic location, history, and importance to the overall economy of Presque Isle.

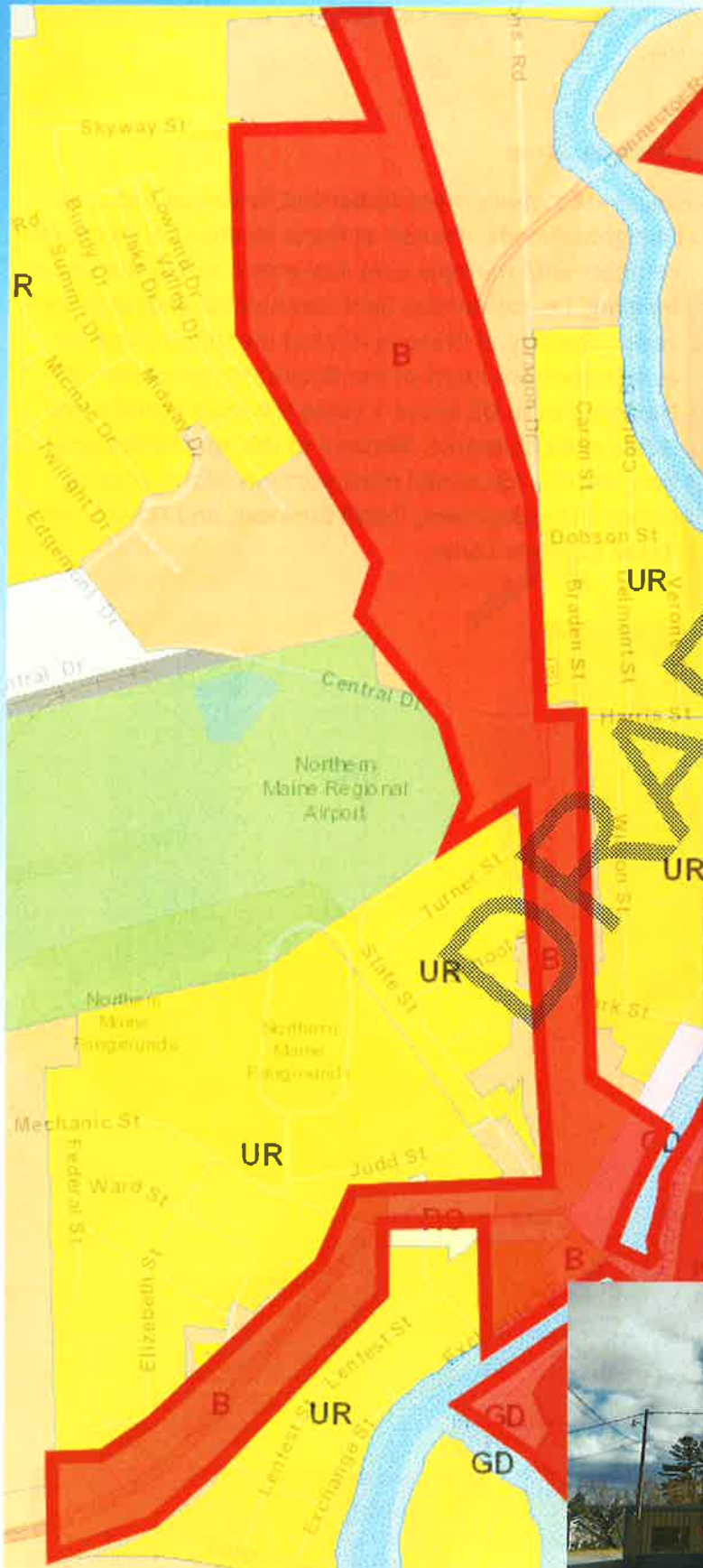
Downtown Business Area

The first area to study consists of the downtown business area where many important historical and cultural features are located around supporting residential neighborhoods. Parcels at these locations are general compact with multiple uses integrated within the same building, i.e. residential, light commercial and retail services. The City of Presque Isle has identified this area as an important heart of the downtown given the central location to US Route 1 being the main corridor for traffic and commerce. Because of this special designation, the city has zoned most portions of this area as General Development, Retail Business, and Downtown Retail Business Zones.



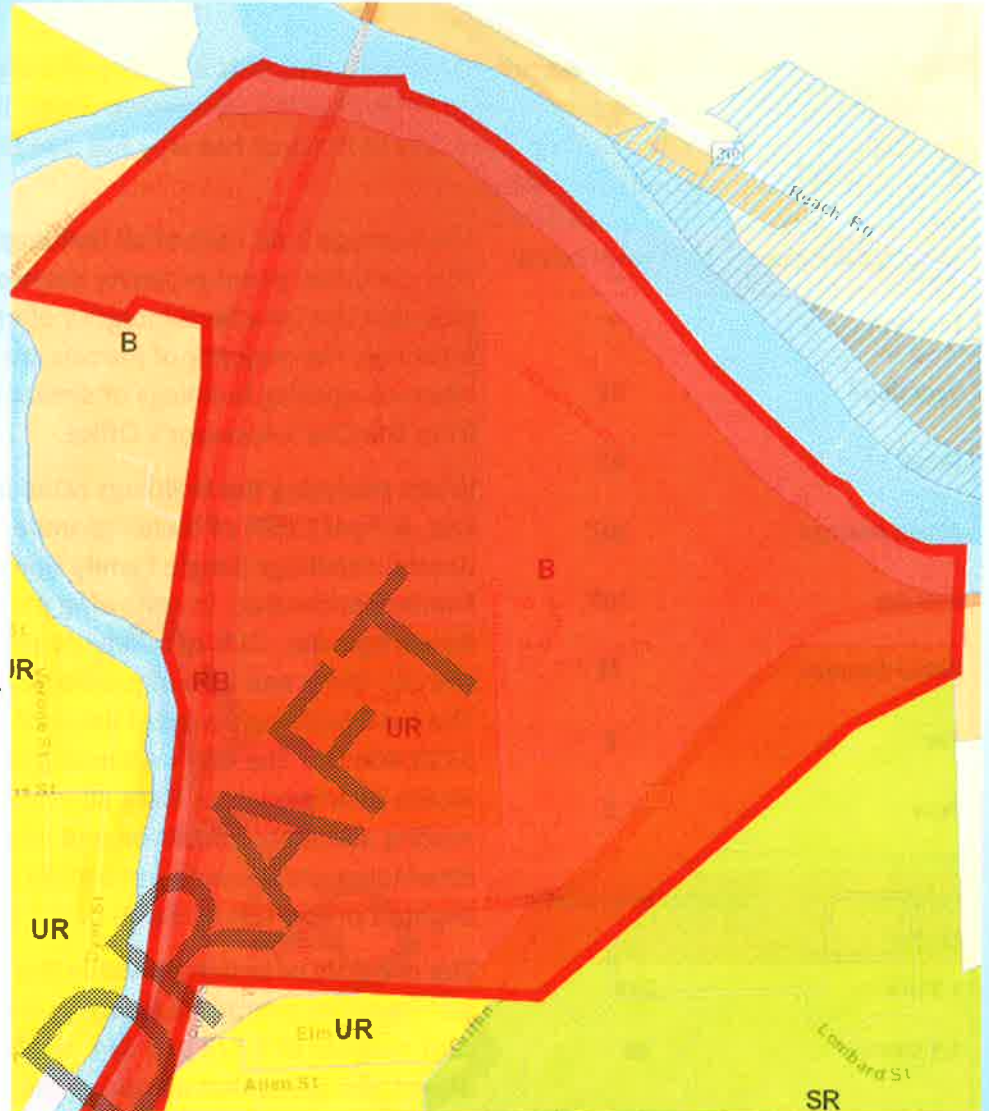
Downtown Industrial Area

The next area to study serves as an important conduit for the economic region centered based on this area's close proximity to distribution and manufacturing businesses with supporting Urban Residential neighborhoods abutting around. Parcels within these zones are generally larger with single uses given the importance of buffering sound, light and odor impact on residential neighborhoods. The City of Presque Isle has identified this area as an important scaffolding to commerce given the close proximity of employees to commute with ease to employers located in the business and residential office zones.



Downtown Retail Area

The final area to study serves as an important center for retail and support services for Central Aroostook County. Parcels within this area are larger with single uses given the importance of buffering sound, light and odor impact on residential neighborhoods. US. Route 1 and Route 163 intersect in this vital region of Presque Isle's Downtown. Many employers that provide residents with jobs are located within this area. The City of Presque Isle has identified this area as a critical part of the County's economy and has designated most area as Business and Retail Business zones.



Housing & Building Conditions in the Downtown Areas

In Downtown Presque Isle there are 102 parcels that host a variety of buildings that offer both commercial and residential uses on the same property. Within the Downtown areas, there are 571 multi-family residential and single family dwellings. The City of Presque Isle only has one Elderly Housing (55+ Community) available within the downtown areas.

Building Condition	Number of Parcels
Excellent	4
Very Good	32
Good	62
Above Average	102
Average	165
Below Average	25
Fair	6
Poor	5

The average built date of all buildings within the downtown is 1946. This condition poses property maintenance significant challenges to maintain the structural integrity of older buildings. Despite the age of buildings, the majority of parcels are of average condition or better when comparing buildings of similar age according to data collected from the City's Assessor's Office.

When analyzing the buildings rated below average (Below Average, Fair, & Poor), 69% of buildings under these categories fall under residential dwellings (Single Family Homes, Mobile Homes, or Multi-Family Residential). In reviewing ownership of below average condition properties, 21% of buildings are owned by landowners outside the city limits and 62% of properties are defined as residential rentals. The total building assessed value of these properties is currently \$720,400.00. The City's Assessing Department performed a scenario where building values were all increased to Good condition by promoting adequate education and incentive programming within the downtown areas would potentially increase the tax value of these blighted properties by 383% or \$ 3,994,736 in new taxable revenue.

Building Height	Number of Buildings
1 Story	221
1.5 Stories	38
1.75 Stories	44
2 Stories	89
2.5 Stories	1
3 Stories	7
4 Stories	2

The majority of buildings within the downtown are no taller than 1-story with an average building year of 1966. There are also a significant number of 1 1/2 to 1 3/4 single-family dwellings within the downtown areas that comprise the residential population.



Given the facts of building condition, the city should explore:

- ✪ Establish a Downtown Tax Incremental Financing District to financially support marketing and reinvestment in downtown areas
- ✪ Explore a Rental/Property Maintenance Ordinance to maintain and improve property conditions
- ✪ Consider a Forgiveness Credit Program where major renovation improvements in neighborhood appearances do not experience significant tax increases
- ✪ Design a new Elderly Community Village especially near Rice & Carmichael Streets that will support residents with pedestrian friendly access

Commercial Space in the Downtown Areas

Presque Isle's Downtown Commercial land composition is comprised predominantly of Retail Space (17%), followed by Office (8%), Mixed-Uses (7%), Storage (7%), Service Garage (4%), and Warehouse facilities (3%). The city is blessed to also have a significant amount of undeveloped land available for new development once fill-in has been accomplished. Given recent trends in working from home, Presque Isle is situated to expand its designation as the economic and service hub for Aroostook County should migration occur to northern Maine.

There is currently 201 parcels containing 2,610,194 square feet of commercial space (Banks, Hospitality, Mixed-Use, Office, Retail, Service Garage, & Warehouse) available within Presque Isle's Downtown areas. Of these properties, 38% are rentals and 62% owned by the business or sole proprietor.

The total square footage for retail space within the downtown is 1,349,842 sq. ft. As a general rule of thumb, the average sq. footage per capita is 24.5 sq. feet. Since many surrounding communities rely on Presque Isle as a major service destination, the city has 25.42 sq. ft. per capita when calculating the city's 25-mile market population. Given recent trends and decline of brick & mortar stores and expansion of online sales, the city should target a goal of filling-in vacant retail spaces especially at the Aroostook Centre Mall. This will require the city to aggressively market the opportunities available for businesses to open within the community.



Given the facts of commercial space availability, the city should explore:

- ✦ Rigorous promotion of Presque Isle's Economic Development programming and promotion to attract new investment to fill-in vacant retail properties
- ✦ Reform the city's Development Fund to encourage lending to small-businesses for property ownership
- ✦ Preparing development and design standards to help guide downtown development in more specific and appropriate ways by using Form Based Codes

Parking & Transportation within the Downtown Area

Parking

Presque Isle is fortunate to have over 21,000 parking spaces both public and business spaces available within the downtown area to accommodate vehicle parking within the downtown area. During conversations focused on parking, there was concern about addressing the lack of parking close to essential services within the downtown given the limited mobility of an aging population.

Given the rural nature of Aroostook County, car travel is now essential to commute, shop, or drive to important medical or service related appointments. It has been highlighted by the city and community at large that this reliance on one form of transportation has created a barrier for economic and social mobility for area residents who lack the financial means or ability to use personal vehicle for transportation. As such, the city has been part of conversations to explore increase transportation options into the downtown area to allow for economic and social mobility of area residents. The city has not explored linking transportation for residents and businesses through an airport shuttle service.

5-Point Parsons Street Intersection

Transportation Infrastructure

Presque Isle has a mixture of city & state-owned roadways. Maintenance is generally under the responsibility of the city with maintenance agreements by the Maine Department of Transportation to help fund the costs of state road repairs within the Presque Isle Urban Compact area.

Transportation concerns within the downtown areas are unique with their own set of challenges. One primary concern is regarding the rapid degradation of Main Street (U.S. Route 1). Since major repair efforts were completed four years ago, Main Street's road conditions are at the point of repair which is concerning given that the average lifespan of roads in Presque Isle are twelve years. Attention should be given to study why the sudden decline in road condition. There are also concerns with commercial truck traffic turning onto Main Street and egressing onto Academy Street within the Downtown area. Multiple incidents have occurred with damage to vehicles and city-owned property from commercial trucks unable to make the sharp left and right turns. Additionally the five-point intersection at Mechanic Street is in need of improvement to aid in traffic flow on the west side of the Presque Isle Stream and to better utilize the Presque Isle by-pass that is currently in the design phase of the second connector. Another trouble intersection is at Blake Street & Riverside Drive intersect with Main Street. The area at Riverside Drive is troublesome for lack of sight clearance in a busy intersection and need to cross railroad tracks onto Main Street during peak hours. At present state, the benefit of this section of Riverside Drive to the city is minimum as it currently serves as a thoroughfare for commuter traffic and commercial truck parking spot.

It is recommended the city should complete the following project goals regarding transportation of the downtown:

- ✪ Develop transportation programming for the downtown area for visitors and residents using the city Airport
- ✪ Explore traffic solutions for the five-point Mechanic Street intersection and designate a commercial truck route to alleviate congestion into the Downtown Retail Business Area
- ✪ Discontinue Riverside Drive north of State Street intersecting with Main Street to aid in development of Riverside Art & Cultural District



Recreation within the Downtown Area

The City's Recreational Offerings

Presque Isle currently offers many opportunities for residents and visitors to take part in recreation within the Downtown area. The city currently offers three city-owned parks, a bike loop, and 6.34 miles of pedestrian sidewalks. In 2020, Presque Isle is exploring opportunities to expand recreational trail access along the Presque Isle Stream, expansion of a new bike loop, and to connect recreational trails from Mantle Lake Park to A.R. Gould Northern Lights Hospital property to allow residents to connect with nature in new ways.

In coordinating with the city's Recreation Department, it was discovered that there is no inventory list of all recreational amenities owned by the city (i.e. benches, pavilions, picnic tables, trails, etc.) with a corresponding maintenance schedule to increase the lifespan of current assets and to plan for recreational programming.

Market Trends & Underutilized Assets

Recreational tourism serves as an important economic driver for the City's Downtown businesses. Many businesses offer recreational repair services and supplies for visitors and residents of Presque Isle. When completing an assessment of recreational offerings, DECD staff noticed a lack of new programming linked to the Presque Isle stream. This dammed tributary offers deep slow moving waters that can offer tremendous opportunities in paddle boarding, kayaking, water tubing, and ice skating in the winter. In addition, according to the latest 2019 figures collected by Aroostook County Tourism, snowmobilers and ATV provide hundreds of millions of direct spending across the state including within the local economy. One challenge facing Presque Isle is a lack of direct access to the Downtown Retail Business area for snowmobilers to shop, rest, or eat. This could be remedied by constructing all purpose bridge over the Presque Isle Stream for the purpose of capturing more of this important market share for the downtown.



Another area to explore is increased programming and marketing of pet-friendly vacationing to the city. Market trends state that 68% of U.S. Households (85 million families) own a pet and spend a combined \$95.7 billion in the U.S. economy. Many people consider their pets as part of their vacation plans, which is confirmed with statistics by the city's airline provider (United Airlines) which transported 138,000 animals in 2017. The city should utilize its strength of housing Aroostook County's only pet-friendly hotel by developing pet-friendly programming and marketing plan complete with a city-owned unleashed dog center.

As such, the city should explore innovative ways to tie recreation into Downtown life including:

- ✧ Establish a City Recreational Inventory & Maintenance Plan for Department Operations
- ✧ Building an ATV/Snowmobile bridge to offer access to the downtown area
- ✧ Design new water recreational programming along the Presque Isle Stream
- ✧ Designate pet-friendly recreation opportunities within the downtown
- ✧ Initiate new age-friendly urban trails and wellness programs
- ✧ Expand recreational trail offerings by exploring private-public partnerships

Historic & Cultural Features within the Downtown Area

The Downtown Area hosts a range of historic properties some even qualifying for the National Registry of Historic Places. Two properties are currently listed on the NRHP including the Presque Isle National Bank and the city's Post Office. In addition, Presque Isle was recently awarded a Distinctive Designation as part of the National Trust for Historic Preservation for the Maysville Museum and 1875 Vera Estey House Museum.



In addition, Presque Isle offers a wide range of cultural activities for area residents. Recently the city renovated the City's library which has expanded service and their inventory of books for all ages. In addition, the city built a new community center to enrich the lives of families and senior citizen residents with new opportunities to grow and learn while living in Presque Isle. The City has also expanded new cultural programs to increase a sense of community within the downtown by offering a summer concert series, a downtown farmers market and multiple parades through the downtown area.



The City of Presque Isle highlighted the importance in preserving the city's historic and cultural features as part of the proposed 2019 Comprehensive Plan. With an increase trend in cultural and historic tourism, the city envisions revitalization of the downtown area that exemplifies the charm of Presque Isle while also looking towards the future by expanding cultural programming and street aesthetics of our downtown area by:

- ✪ Continue the beautification redesign efforts for the Downtown Revitalization Plan of 2009
- ✪ Increase Downtown promotion and marketing operations
- ✪ Redevelop a robust facade program for historic building preservation
- ✪ Establish a Riverside Drive Arts & Cultural District

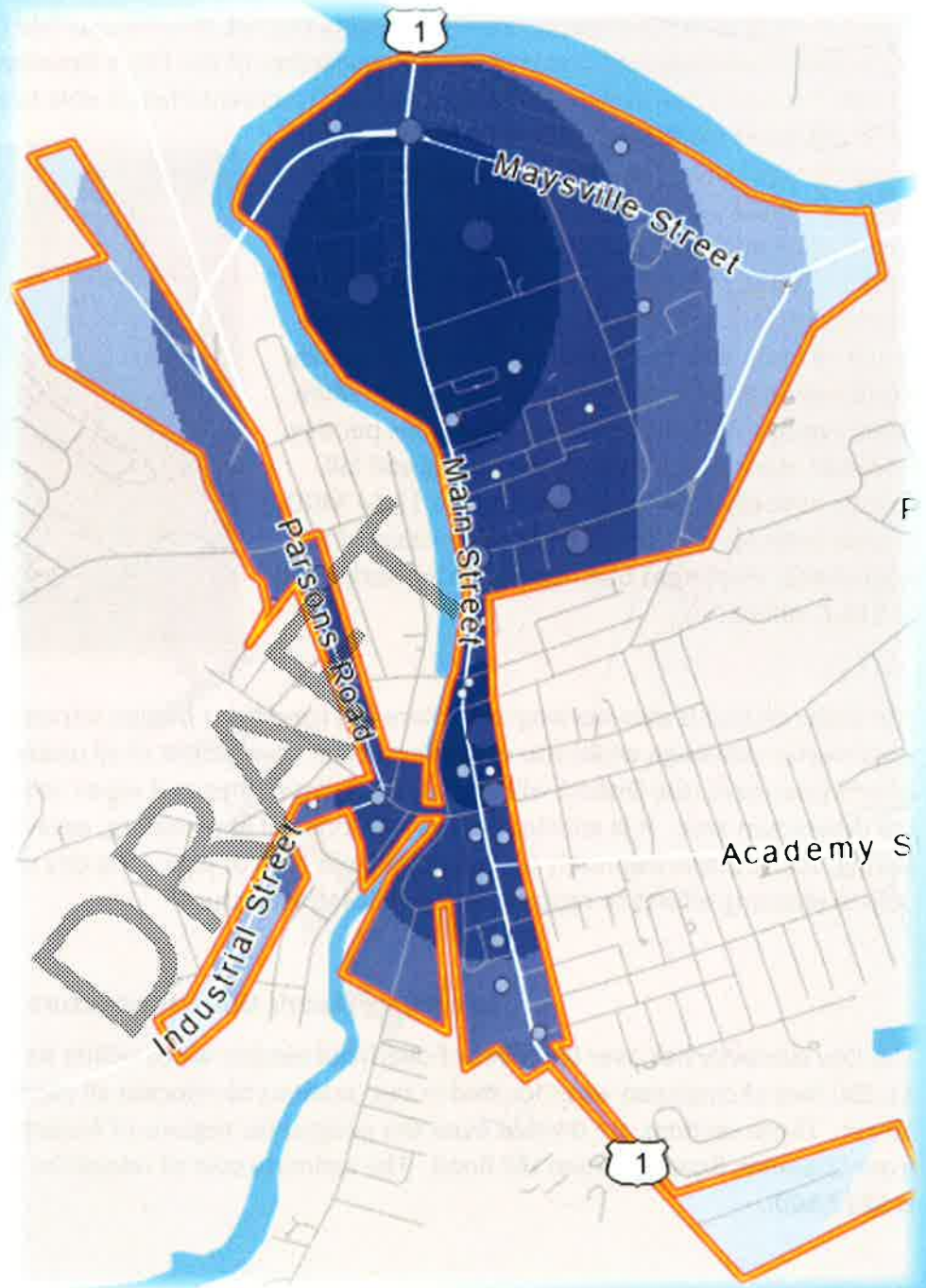


Employment within the Downtown Area

The Downtown Area offers a variety of economic activity for the City of Presque Isle. Each of the three areas of the Downtown offer varying employment opportunities for residents and the surrounding communities.

Job Demographics

There are currently 2,685 jobs within the Downtown area with a majority of the positions are in the industries of retail trade, finance & insurance, education services, health care & social services and accommodation & food services. 29.8% of jobs pay less than \$1,250 per month, 42.9% of jobs are between \$1,251-\$3,333 per month and 27.2% of jobs pay over \$3,333 per month. Sex of Employees scale more to female at 54.1% compared with male counterparts at 45.9%. Educational levels of workers vary with 25.4% with a high school degree, 27.2% with some college or associate degree, 16.8% with bachelor's degree or advance degree, and 25% educational attainment not available (for workers younger than 29 years old).



With this demographic information regarding the workforce within the Downtown area, Presque Isle should explore:

- ★ Develop a marketing strategy to discover ancillary businesses opportunities to support employment market (i.e. retail and food services)
- ★ Partner with educational institutions to develop certification programs
- ★ Create new programs and events to attract young workers to socialize after work

Public Infrastructure Assessment of Downtown Presque Isle

Wastewater & Sewer Infrastructure

In conjunction with the Presque Isle Public Utility District, the Presque Isle Department of Economic & Community Development assessed current capacities of the City's Downtown public infrastructure capabilities. Currently, the Public Utility Wastewater Treatment Plant is able to process 5.2 million gallons per day (MGD) and can store up to 3,000,000 gallons in three storage tanks. The district is working on expanding capacity to 9.6 MGD as the plant is out of compliance with their DEP Discharge Permit. This issue has been present for some time however, with changes in environmental regulations, all flows are required to receive secondary treatment. Normally this is not an issue in the summer and winter when flows average 800,000 to 1,000,000 gallons per day. However, during high flows in the spring and fall, gallons needed to be processed peak to 13-14 MGD. Project costs for the design and construction of the wastewater treatment plant upgrades are estimated at \$15.6 million.



The utility district is also working to explore the conditions of pipe infrastructure to help in mitigating wastewater challenge while also obtaining a clear assessment of all underground water infrastructure. After assessment, the District will establish a maintenance and repair schedule of dilapidated pipes within the downtown area. It is anticipated that the costs of engineering, excavating, pipe repair/installation, paving, etc. are approximately \$1,000,000.00 per mile of pipe. The city should take proactive measures to help in planning efforts to replace poor public infrastructure.

Telephone/Electric Line Infrastructure

The City currently has over 8.5 miles of overhead electric wires within its downtown with approximately 11,100 feet of overhead wires located in two sections to relocate all electric and telephone wires off Main Street. These sections are divided from the geographic regions of Aroostook River to Park Street and from Chapman Road to Green Hill Road. The estimate cost of relocation for both sections to be complete is \$832,500.

It is recommended the City of Presque Isle adopt the following goals for public infrastructure improvement:

- ❶ Coordinate with Public Utility District to complete a mapped assessment of all wastewater and storm-water infrastructure within the downtown areas
- ❷ Develop a maintenance schedule with the Utility District to plan coordinated projects that will improve wastewater operations and move telephone/electric lines underground at the same time

Sidewalks & Pedestrian Safety

According to the 2008 Presque Isle Curb Survey & Map project, the city has over 29,123 feet of sidewalk throughout the downtown areas. 84% of sidewalk composition is asphalt followed by concrete at 16%. 76% of the sidewalks are in good condition, 8% are in fair condition, 15% are in poor condition, and 1% have no condition assigned as the sidewalk portions were under construction at the time of the survey. Based on the data, areas of improvement include the sidewalks of Second Street, Chapman Road, Main Street, Dyer Street and Intersection of Academy Street onto Main. According to the U.S. Department of Transportation's ***Guide for Maintaining Pedestrian Facilities for Enhanced Safety***, USDOT estimates the lifespan of concrete sidewalks at approximately 80 years and 40 years for asphalt sidewalks. Actual lifespans vary depending on weather conditions, base of soils, and how the sidewalks were constructed.

The Presque Isle Police Department tabulated incident report data over the past five years to assist in strategic planning of pedestrian safety improvement projects. According to the data, there were 902 incidents within the downtown areas. Specific high volume pedestrian incidents were centered on the Main Street intersections at Walmart, Maysville/Connector Roads, State Street, Academy Street, Park Street, North Street & Chapman Road. The top pedestrian safety issues are highest among 5-way intersection of Mechanic, Parsons, Dyer, & State, followed by the intersections of State & Riverside, Main & Ryan, Main & Blake, and Bradley Carwash business egress onto North Street. The city should also explore the bike collision cases with vehicles at Main & Cedar Streets, and State & Whitney Alley to prevent future incidents.

It is recommended the City of Presque Isle adopt the following goals for public safety improvement:

- ✪ Utilize Downtown TIF revenues to fund improved conditions of sidewalk and pedestrian safety that are in compliance with U.S. DOT & Maine DOT guidelines
- ✪ Establish a maintenance and replacement plan for sidewalks in fair & poor conditions



Electric Poles and Light Fixtures

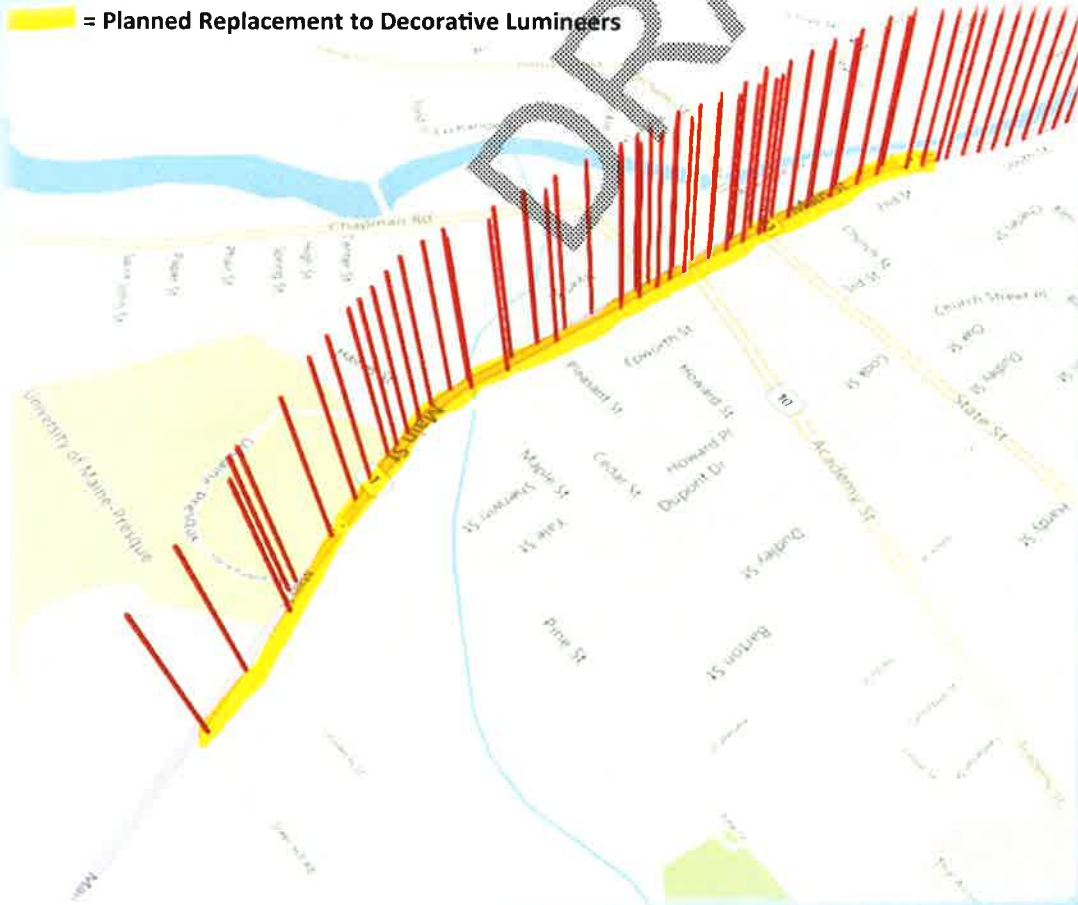
The City of Presque Isle's light poles and fixtures were surveyed in partnership with the University of Maine Presque Isle's GIS Department in 2018. This data was analyzed to determine the current light assets of the downtown and how best to improve the aesthetics of the downtown area for the future. There are 325 light poles throughout the downtown areas. In reviewing the composition of pole material, the majority (78%) are comprised of wood with the reminder (22%) metal. The Electric Power Research Institute estimates the longevity of pressurized wood poles at 40-50 years. The age of the poles were not cataloged during survey work and it remains to be seen if any entity has data on this. In analyzing the light fixtures of the downtown area the majority of luminaires are cobra head (contemporary) style lighting at 96% compared with decorative (aesthetic) lighting at less than 2%. All decorative lighting is located in the Downtown Retail Business Area where downtown revitalization efforts have been focused in the 1980's to present. There are 52 cobra head luminaires within this area which if relocated will enhance the city's downtown historic charm.

One challenge in relocating luminaire fixtures and electric lines on Main Street in the Downtown Retail Business Area is the uncertainty of current electric lines underground. The City's Public Work's Department mentions past conversations with Emera regarding the location of underground electric lines on Main Street.

Presque Isle should consider to improve lighting of the downtown:

- ★ Installation of decorative lighting in the Downtown Retail Business Area on Main Street from Chapman Road to Park Street

 = Planned Replacement to Decorative Luminaires



Internet Infrastructure in Downtown Areas

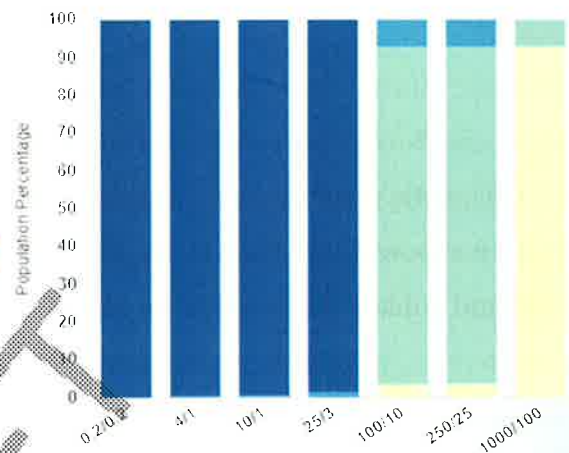
Presque Isle's internet capabilities are currently a mix of broadband fiber and wireless infrastructure. According to the Federal Communication Commission, Presque Isle has approximately 7.32% of residents with access to internet speeds of 1 Gigabyte/100 megabytes per second (mbps) upload and download speeds. These services are offered by Pioneer Communications, where 51.1 miles of gigabyte-capable fiber throughout the City of Presque Isle. Most of these lines are located on Main Street, Maysville, North, Parsons, Mechanic, State and Dyer Streets. The majority of residents (96.66%) have access to speeds 250 mbps/25mbps download and upload speeds. This is by and large because of the offerings by Spectrum Cable which offers high-speed internet through cable fiber that run through many areas of the city. While the city has data regarding speeds from the federal level, internet congestion continues to be a challenge for residents and businesses. This is an issue nationwide but one of importance for the city to explore as economic revitalization will be connected to strong broadband coverage and infrastructure.

Number of Fixed Residential Broadband Providers



Broadband

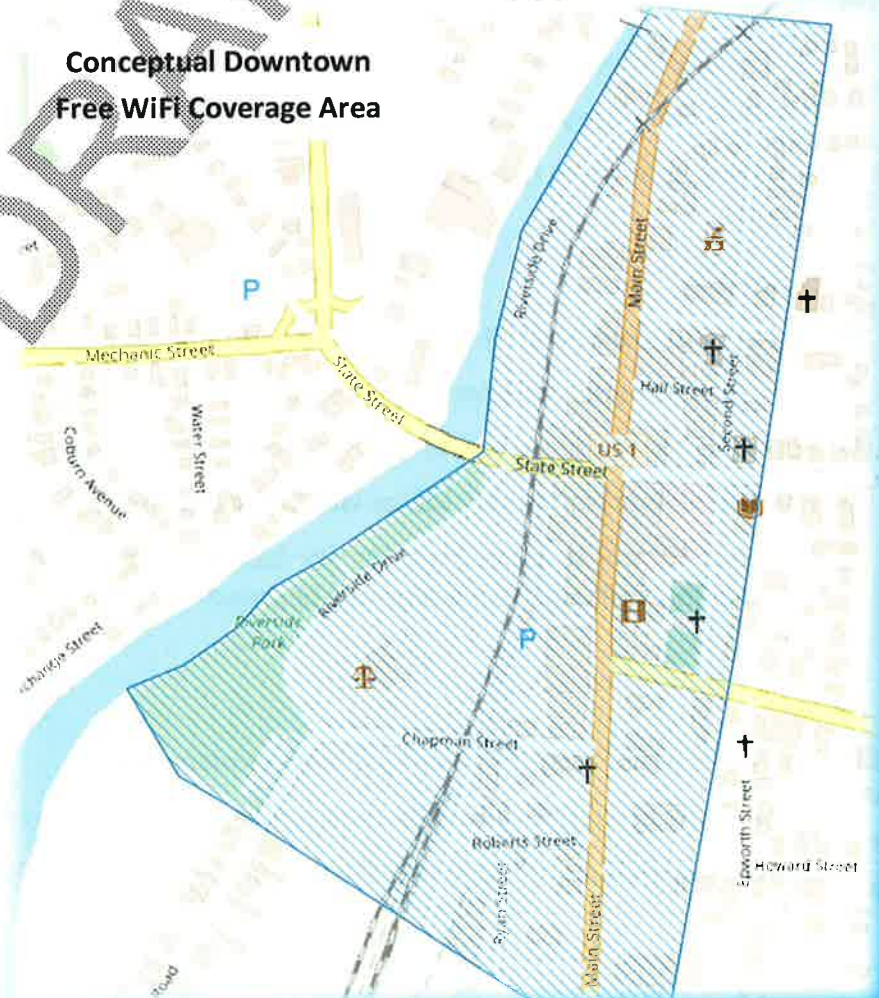
Technology ADSL, Cable, Fiber, Fixed Wireless, Satellite, Other
Speed ≥ 1000/100 Mbps
Date June 2019 (latest public release)



Conceptual Downtown Free WiFi Coverage Area

It is recommended the City of Presque Isle adopt the following goals for improving internet capabilities within the downtown areas:

- ✦ Study internet coverages and speeds at a micro-level to determine where improvements can be made
- ✦ Develop a Downtown free WiFi program with a sign-in webpage for promoting the Downtown brand and events
- ✦ Begin studying and coordinating efforts of planning 5G projects with cellular providers in the downtown



Strategy for Revitalization

SWOT Analysis of Downtown Areas

When assessing a vision for revitalization of the City's Downtown Areas, it is important to consider the Strengths, Weaknesses, Opportunities, & Threats from the survey results of the previous pages. Below is a SWOT analysis listing the Committee has highlighted from the survey data:

Strengths

- ★ Strategic location as economic & service hub for Aroostook County
- ★ Increase offerings in recreational amenities & community events
- ★ City diligently planning new projects that benefit downtown areas
- ★ Historical Downtown Main Street Aesthetics
- ★ Updated public infrastructure for size of city

Weaknesses

- ★ Poor building conditions in certain areas
- ★ Sidewalks are in need of improvement
- ★ Lack of city brand and identity recognized within the state & country
- ★ Trend of more properties being taken off the tax-rolls
- ★ Declining population that is aging

Opportunities

- ★ Establish a Downtown TIF District to support implementation of vision
- ★ Increase promotion of downtown programming/marketing
- ★ Potential for new growth given market trends working from home
- ★ For new elderly community village within the downtown
- ★ Establish 10-year strategic plans for city departments and utilities that bring cohesiveness in addressing community challenges in a uniformed approach

Threats

- ★ Change in policy focus by governing body or management
- ★ Unavailable economic redevelopment funding by Federal, State, & Local Governments
- ★ Public opinion/support no longer focused on revitalization efforts

Main Street 4-Point Approach

Presque Isle has adopted a Main Street 4-Point approach in addressing economic revitalization efforts as part of the City's proposed 2019 Comprehensive Plan. The goals over the next ten years using the Main Street 4-Point approach include:

Design

Supports a community's transformation by enhancing the physical and visual assets that set the commercial district apart.

Short Term (within 5 years)

- ★ Continue the beautification redesign efforts for the Downtown Revitalization Plan of 2009
 1. Make pedestrian crosswalks more prominent in width and surface texture
 2. Add pedestrian islands at street centerline with bollards or pole-mounted lights at each end
 3. Add pole-mounted pedestrian-scale lighting on Main Street
 4. Add wall-mounted pedestrian-scale lighting in rear parking lots east of the railroad tracks
 5. Add pedestrian crossing lights and signage on Main Street
 6. Add decorative bollards to enhance pedestrian crossing at the railroad tracks
 7. Update street furniture and banners
 8. Add/replace trees on Main Street
- ★ Preparing development and design standards to help guide downtown development in more specific and appropriate ways by using Form Based Codes
- ★ Develop a Downtown free WiFi program with a sign-in webpage for promoting the Downtown brand and events

Intermediate Term (Complete within 10 years)

- ★ Further develop the Riverside parking lot area by enhancing the pedestrian walkways and group areas
- ★ Establish a Riverside Drive Arts & Cultural District
- ★ Create a designated truck route upon completion of the by-pass to reroute commercial trucking from downtown areas through Maysville Street

Long Term (Complete within 30 years)

- ★ Explore constructing a parking garage to serve the needs of this mixed-use Downtown Retail Business Area .
- ★ Design a new Elderly Community Village near Rice & Carmichael Streets that will support residents with pedestrian friendly access to local businesses
- ★ Installation of decorative lighting in the Downtown Retail Business Area on Main Street from Chapman Road to Park Street

Economic Vitality

Focuses on capital, incentives, and other economic and financial tools to assist new and existing businesses, catalyze property development, and create a supportive environment for entrepreneurs and innovators that drive local economies.

Short Term (within 5 years)

- ✱ Establish a Downtown Tax Incremental Financing District to financially support marketing and reinvestment in downtown areas
- ✱ Partner with educational institutions to develop certification programs
- ✱ Coordinate with Public Utility District to complete a mapped assessment of all wastewater and storm-water infrastructure within the downtown areas
- ✱ Study internet coverages and speeds at a micro-level to determine where improvements can be made
- ✱ Establish a maintenance and replacement plan for sidewalks in fair & poor conditions
- ✱ Create a written City Recreational Inventory & Maintenance Plan for department operations

Intermediate Term (Complete within 10 years)

- ✱ Utilize Downtown TIF revenues to fund improved conditions of sidewalk and pedestrian safety that are in compliance with U.S. DOT & Maine DOT guidelines
- ✱ Develop a maintenance schedule with the Utility District to plan coordinated projects that will improve wastewater operations and move telephone/electric lines underground at the same time
- ✱ Develop transportation programming for the downtown area for visitors and residents using the city Airport
- ✱ Consider a Forgiveness Credit Program where major renovation improvements in neighborhood appearances do not experience significant tax increases
- ✱ Repurpose Peace Park as a dog-friendly park

Long Term (Complete within 30 years)

- ✱ Discontinue Riverside Drive north of State Street intersecting with Main Street to aid in development of Riverside Art & Cultural District
- ✱ Explore traffic solutions for the five-point Mechanic Street intersection and designate a commercial truck route to alleviate congestion into the Downtown Retail Business Area
- ✱ Building an ATV/Snowmobile bridge to offer access to the downtown area
- ✱ Initiate new age-friendly urban trails and wellness programs
- ✱ Expand recreational trail offerings by exploring private-public partnerships

Organization

Involves creating a strong foundation for a sustainable revitalization effort, including cultivating partnerships, community involvement, and resources for the district

Short Term (within 5 years)

- ★ Revise Downtown TIF District Policies to allow greater flexibility for the diverse downtown areas
- ★ Explore a Rental/Property Maintenance Ordinance to maintain and improve property conditions
- ★ Redevelop a robust facade program for historic building preservation
- ★ Establish a City Recreational Inventory & Maintenance Plan for Department Operations
- ★ Create new water recreational programming along the Presque Isle Stream

Intermediate Term (Complete within 10 years)

- ★ Reform the City's Development Fund to encourage lending to small-businesses for property ownership
- ★ Study internet coverages and speeds at a micro-level to determine where improvements can be made
- ★ Complete traffic counts of city-owned collector streets & roads

Long Term (Complete within 30 years)

- ★ Begin studying and coordinating efforts of planning 5G projects with cellular providers in the downtown
- ★ Coordinate with Public Utility District to complete a mapped assessment of all wastewater and storm-water infrastructure within the downtown areas
- ★ Develop a maintenance schedule with the Utility District to plan coordinated projects that will improve wastewater operations and move telephone/electric lines underground at the same time



Promotion

*Positions the **downtown or commercial district** as the center of the community and hub of economic activity, while creating a positive image that showcases a community's unique characteristics.*

Short Term (within 5 years)

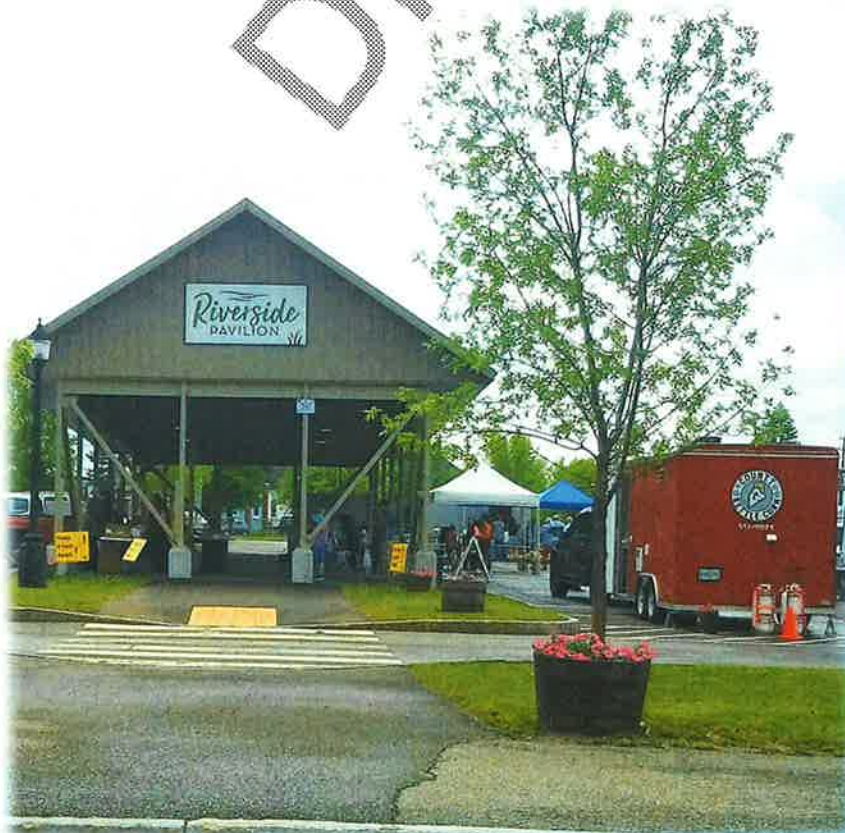
- ✦ Design a promotional strategy for the downtown brand that is easily recognizable at state & national level
- ✦ Increase Downtown promotion and marketing operations to create new programs and events to attract young employees to socialize after work

Intermediate Term (Complete within 10 years)

- ✦ Develop and implement a marketing strategy to discover ancillary businesses opportunities to support employment market
- ✦ Create 4-season event programming that highlights Presque Isle as a tourism destination for arts, culture, & recreation
- ✦ Continue progress made at the Farmer's Market Pavilion area to expand the operations and usage

Long Term (Complete within 30 years)

- ✦ Rigorous promotion of Presque Isle's Economic Development programming and promotion to attract new investment to fill-in vacant retail properties
- ✦ Develop and improve signage to Downtown Presque Isle that is uniform and inviting for visitors to the area



Projects

The City's Capital Improvement Program Analysis for Downtown Presque Isle

The City of Presque Isle has adopted an annual Capital Improvement Program to provide economic revitalization within the Downtown Area. In total, the city anticipates spending \$ 6,285,720.00 for the next five years in projects that will benefit downtown Presque Isle. Most of the revenue sources to accomplish these projects are estimated to be paid for through General Fund appropriations.

The city's share of funding these projects include:

- ✧Technology Upgrades for City Hall Operations (\$ 73,500.00)
- ✧City Hall Renovations (\$ 250,000.00)
- ✧Planning/Consultant Services (\$ 30,000.00)
- ✧A Downtown Area Master & Municipal Comprehensive Plans (\$ 187,000.00)
- ✧Update Sidewalks, & Public Facilities in Downtown (\$ 800,000.00)
- ✧Replace Fire Tanker One (\$ 400,000.00)
- ✧Replace Ambulances Program (\$ 375,000.00)
- ✧Replace Police Cruisers Program (\$ 301,500.00)
- ✧Public Safety Building Maintenance Program (\$ 150,000.00)
- ✧Recreation Vehicle & Equipment Replacement (\$ 161,000.00)
- ✧The Forum Improvement Program (\$ 557,000.00)
- ✧General Park Improvement Program (\$ 145,000.00)
- ✧Bike Path Repaving Program (\$61,000.00)
- ✧Paving Maintenance Program (\$ 1, 269,670.00)
- ✧Public Works Equipment Replacement Program (\$ 1,525,050.00)

For a detailed listing of program features, please visit the appendix in the back of this plan. The majority of capital expenditures relating to the Capital Improvement Program for the City are towards public infrastructure improvements and public safety operations. Given that the majority of economic activity and transportation thoroughfares are located within Presque Isle's Downtown areas, it is anticipated the bulk of these projected programs are justified in revitalizing the downtown for the benefit the businesses and residents that reside in the Downtown Business, Retail and Industrial Areas. The majority of funding is intended to be from the City's General Fund, however there are revenues planned from the State, miscellaneous grants, and from another Tax Increment Financing District (BLD TIF).

TABLE 1
City of Presque Isle's Project Costs

Project	Cost Estimate	Statutory Citation	Reference to Downtown Redevelopment Plan
<p>1. <u>Façade Grant Program for Downtown Storefront Aesthetics</u>: Fund costs associated with establishing a permanent economic development grant program for downtown storefront façade improvements to promote economic development.</p>	\$300,000	30-A M.R.S.A. § 5225(1)(C)(1), (3)	Pages 14 & 24
<p>2. <u>All-Purpose ATV, Snowmobile, Bike Trail & Bridge Construction and Maintenance</u>: Fund costs associated with planning, design, construction, maintenance, grooming, and improvement to new or existing recreational trails that have significant potential to promote economic activity.</p>	\$1,000,000	30-A M.R.S.A. § 5225(1)(C)(6)	Pages 13 & 23
<p>3. <u>Downtown Event Programming</u>: Fund costs associated with economic development events and programming designed to promote the Downtown area.</p>	\$30,000	30-A M.R.S.A. § 5225(1)(C)(1)	Pages 14 & 15

Project	Cost Estimate	Statutory Citation	Reference to Downtown Redevelopment Plan
<p>4. <u>Sidewalk and Streetscape Improvements:</u> Costs associated with improving and maintaining sidewalks in Downtown area. Improve the streetscapes in the Downtown area, including but not limited to streetlight replacement, for the purpose of drawing attention to the Downtown area, attracting businesses and patrons.</p>	\$864,500	30-A M.R.S.A. § 5225(1)(A)(1); (B)(1)	Pages 17, 18, 22 & 23
<p>5. <u>Loan and/or Grant Program to Promote Certain Improvements to Major Residential Rental Downtown Properties :</u> Establish a credit program for licensed landlords of non-owner-occupied rental units in the District to recoup costs associated with capital improvements, including, but not limited to, weatherization improvements, through a permanent revolving loan fund and/or a grant program.</p>	\$200,000	30-A M.R.S.A. § 5225(1)(A)(1), (1)(C)(3)	Pages 10 & 23
<p>6. <u>Riverside Drive Redevelopment & Arts/Cultural District:</u> Fund all costs associated with redeveloping Riverside Drive from a vehicular road into a pedestrian promenade with retail shopping opportunities designed to promote economic activity.</p>	\$350,000	30-A M.R.S.A. § 5225(1)(A)(1)	Pages 12, 14, & 22-23

Project	Cost Estimate	Statutory Citation	Reference to Downtown Redevelopment Plan
7. <u>Downtown Marketing:</u> Fund costs associated with marketing materials to promote the Downtown area in order to attract investors, businesses, and customers.	\$150,000	30-A M.R.S.A. § 5225(1)(C)(1)	Page 11 & 15
8. <u>Demolishing Blighted Properties:</u> Fund costs associated with the demolition of blighted properties in the Downtown area.	\$200,000	30-A M.R.S.A. § 5225(1)(A)(1), (2), (3), (4), (5)	Pages 10 & 23
9. <u>Downtown WiFi Program:</u> Fund costs associated with providing WiFi services to foster economic development.	\$15,000	30-A M.R.S.A. § 5225(1)(A)(1); (1)(C)(1)	Pages 19 & 22-23
10. <u>Economic Development Studies and Design Work:</u> Fund costs associated with studies and design work relating to economic development planning efforts, including but not limited to reimagining elderly community living from an economic development perspective within the District.	\$30,000	30-A M.R.S.A. § 5225(1)(A)(7); (1)(C)(1)	Page 10 & 22

Project	Cost Estimate	Statutory Citation	Reference to Downtown Redevelopment Plan
<p>11. <u>5-Point Intersection Improvement and Other Road Improvements:</u> Fund costs to improve and maintain roads and streets that form the transportation routes within the District or directly related to or made necessary by the creation of the District, including, but not limited, to the 5-Point Intersection as a match with other potentially available funds. These costs include, but are not limited, to engineering and design work, construction, and culvert repair.</p>	\$400,000	30-A M.R.S.A. § 5225(1)(A)(1), (4); (1)(B)(1)	Pages 12 & 23
<p>12. <u>Stormwater Infrastructure Improvements:</u> Fund costs related to improving stormwater infrastructure within the District or directly related to or made necessary by the District.</p>	\$500,000	30-A M.R.S.A. § 5225(1)(A)(1); (1)(B)(1); (1)(C)(2)	Pages 16, 20, & 23
<p>13. <u>Professional Services and Administrative Costs:</u> Fund professional service and administrative costs associated with the District and the implementation of the Development Program.</p>	\$600,000	30-A M.R.S.A. § 5225(1)(A)(4), (5)	Pages 11 & 25

Project	Cost Estimate	Statutory Citation	Reference to Downtown Redevelopment Plan
<p>14. <u>Economic Development Costs:</u> Fund costs of municipal economic development budget items (including, but not limited, to appropriate prorated staff salaries, economic development planning efforts including the development of economic development planning documents).</p>	\$450,000	30-A M.R.S.A. § 5225(1)(C)(1)	Pages 11 & 25
<p>15. <u>Uniform Downtown Signage:</u> Fund costs associated with the design and purchase of new signage in the Downtown area, including directional, wayfinding, and interpretive signs.</p>	\$50,000	30-A M.R.S.A. § 5225(1)(C)(1)	Pages 20 & 22
<p>16. <u>Water Tourism/Business Activation Improvements and Programming*</u>: Fund costs associated with establishing a new capital project on public property for a City-owned water tubing or other floatation transportation system designed to attract residents and tourists to the Downtown area in the summer and integrate into the other public transportation infrastructure. The City intends to offer to the private sector the opportunity to offer shuttle services for drop off locations, rental shops and other ancillary businesses offering tourist amenities.</p>	\$20,000	30-A M.R.S.A. § 5225(1)(A)(1), (1)(C)(1)	Pages 13 & 24

Project	Cost Estimate	Statutory Citation	Reference to Downtown Redevelopment Plan
<p>17. <u>Outdoor Unleashed Dog Center*</u>: Tourism-focused downtown amenity where dog owners can bring their unleashed pets for a unique exercise experience. This project is intended to be built specifically to enable dog-friendly marketing of the City for tourism. The City is home to the only dog-friendly hotel in the County. With the installation of the dog center, the City can also market and support local businesses in creating a dog-friendly downtown, the hotel will be able to advertise the amenity to its guests and the City will strengthen its economic position as a dog and family friendly outdoor destination. The City is also exploring potential partnership opportunities with the American Kennel Club (AKC) & Canadian Kennel Club (CKC) for the installation of an agility trial course and/or a unique dog diving pond launch, as a way of helping to market the region and attract tourists for competitions that are growing in popularity. During non-competition days, the course could be open for training which will increase the economic activity and sales of competition related supplies and hotel stays for visitors.</p>	\$10,000	30-A M.R.S.A. § 5225(1)(A)(1), (1)(C)(1)	Pages 13 & 22

Project	Cost Estimate	Statutory Citation	Reference to Downtown Redevelopment Plan
18. <u>GIS Mapping for Economic Development Planning:</u> Fund costs associated with establishing and maintaining a Geographic Information System (GIS) mapping program to support ongoing maintenance and upgrade of infrastructure, including hardware, software, licensing, maintenance, training, and technical support. GIS provides critical support to existing and future development in all potential future tax increment financing districts.	\$150,000	30-A M.R.S.A. § 5225(1)(C)(1)	Pages 16, 19, & 23
Total	\$5,319,500		

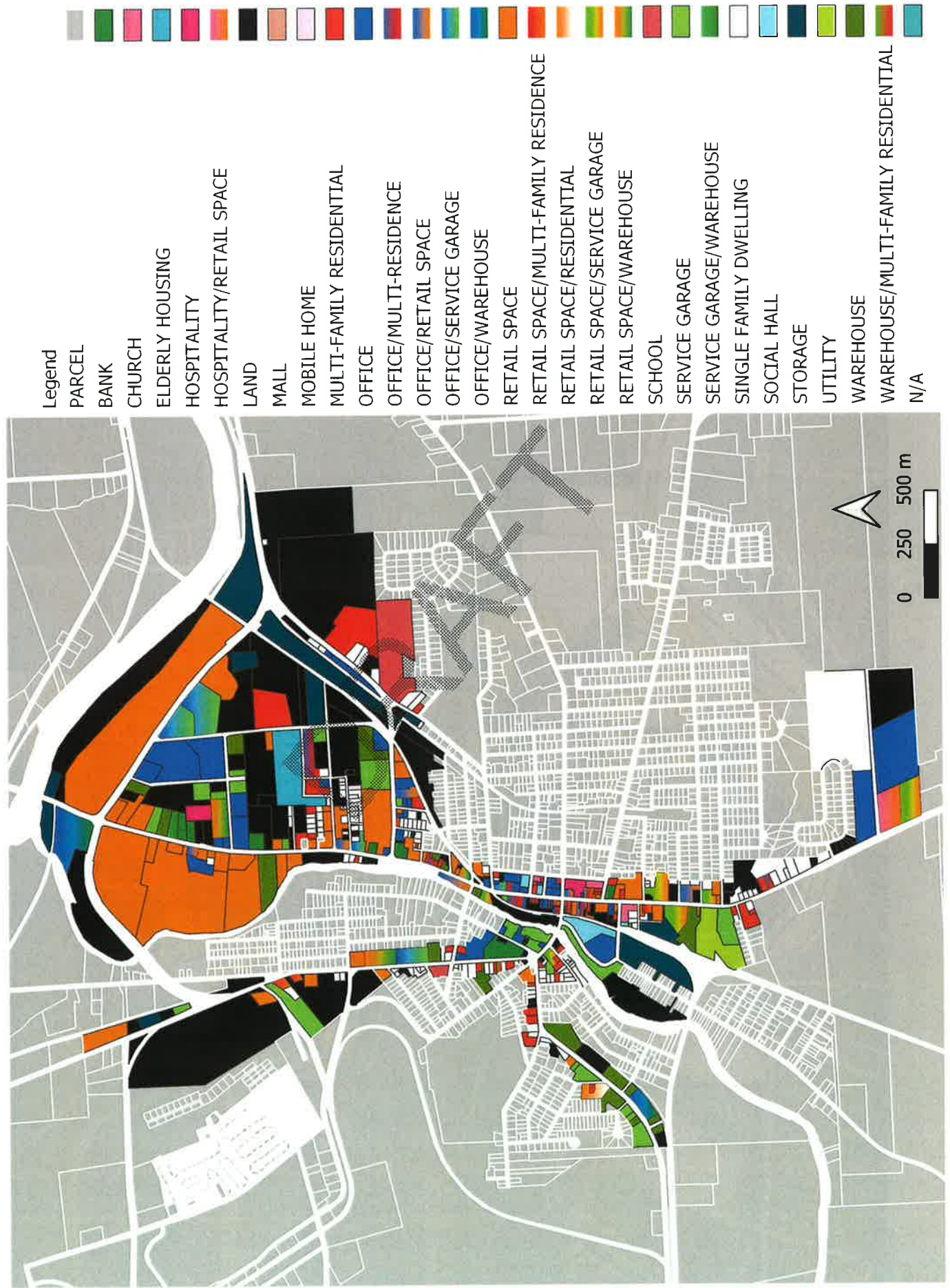
* Please note that for projects 16 and 17, the City acknowledges the following rule regarding prohibited uses of TIF revenues in Title 30-A MRSA Section 5225(2): “...the commissioner may not approve as a project cost the cost of facilities, buildings or portions of buildings used predominantly for the general conduct of government or for public recreational purposes, including, but not limited to, city halls and other headquarters of government where the governing body meets regularly, courthouses, jails and other state and local government office buildings, recreation centers, athletic fields and swimming pools.” As such, the City understands that such if such facilities are funded with TIF Revenues, they must be economic development projects and programs that are not used predominantly for public recreational purposes.

Appendix Contents

1. Zoning Map of Downtown
2. Parcel Use Type Breakdown
3. Commercial Space Map
4. Building Condition Map
5. Employment Demographics Map
6. Outdoor Recreation Map
7. Water & Sewer Utilities Map
8. Cable Fiber Map
9. Internet Coverage Map
10. Sidewalk & Curbing Map
11. Map of Parking Lots in Downtown
12. 2008 Downtown Sidewalk Survey
13. U.S. DOT Guide for Maintaining Pedestrian Facilities
14. City of Presque Isle Capital Improvements Project Descriptions
15. City of Presque Isle Sign Ordinance
16. Luminaire & Post Survey Results
17. Incident Report
18. Minutes from Downtown Steering Committee

Parcel Use Type Breakdown

Business Type	# of Parcels	% Locally Owned	% Total Assessment	% of Acreage
Banks	7	29%	3%	1%
Church	3	100%	1%	0%
Elderly Housing	1	100%	2%	2%
Hospitality	2	50%	4%	0%
Land	95	53%	3%	36%
Mobile Home	6	100%	0%	0%
Multi-Family Residential	44	52%	6%	4%
Office	43	65%	16%	8%
Retail	50	62%	30%	17%
School	2	100%	1%	2%
Service Garage	23	74%	5%	4%
Single Family Dwelling	125	76%	7%	8%
Social Hall/Government	3	100%	1%	1%
Storage	16	63%	1%	7%
Utility	1	0%	0%	0%
Warehouse	18	44%	4%	3%
Hospitality/Retail	1	0%	1%	1%
Office/Multi-Family Residential	15	67%	3%	1%
Office/Retail Space	9	89%	2%	1%
Office/Service Garage	5	80%	2%	1%
Office/Warehouse	2	50%	1%	1%
Retail Space/Multi-Family	12	83%	2%	0%
Retail Space/SFD	1	0%	0%	0%
Retail Space/Service Garage	6	67%	2%	1%
Retail Space/Warehouse	3	67%	1%	1%
Warehouse/Multi-Family	2	50%	0%	0%





Department of Economic & Community Development
City of Presque Isle

12 Second Street
Presque Isle, ME 04769
207-760-2727

LEGEND

Building Condition

ABOVE AVERAGE

AVERAGE

BELOW AVERAGE

EXCELLENT

FAIR

GOOD

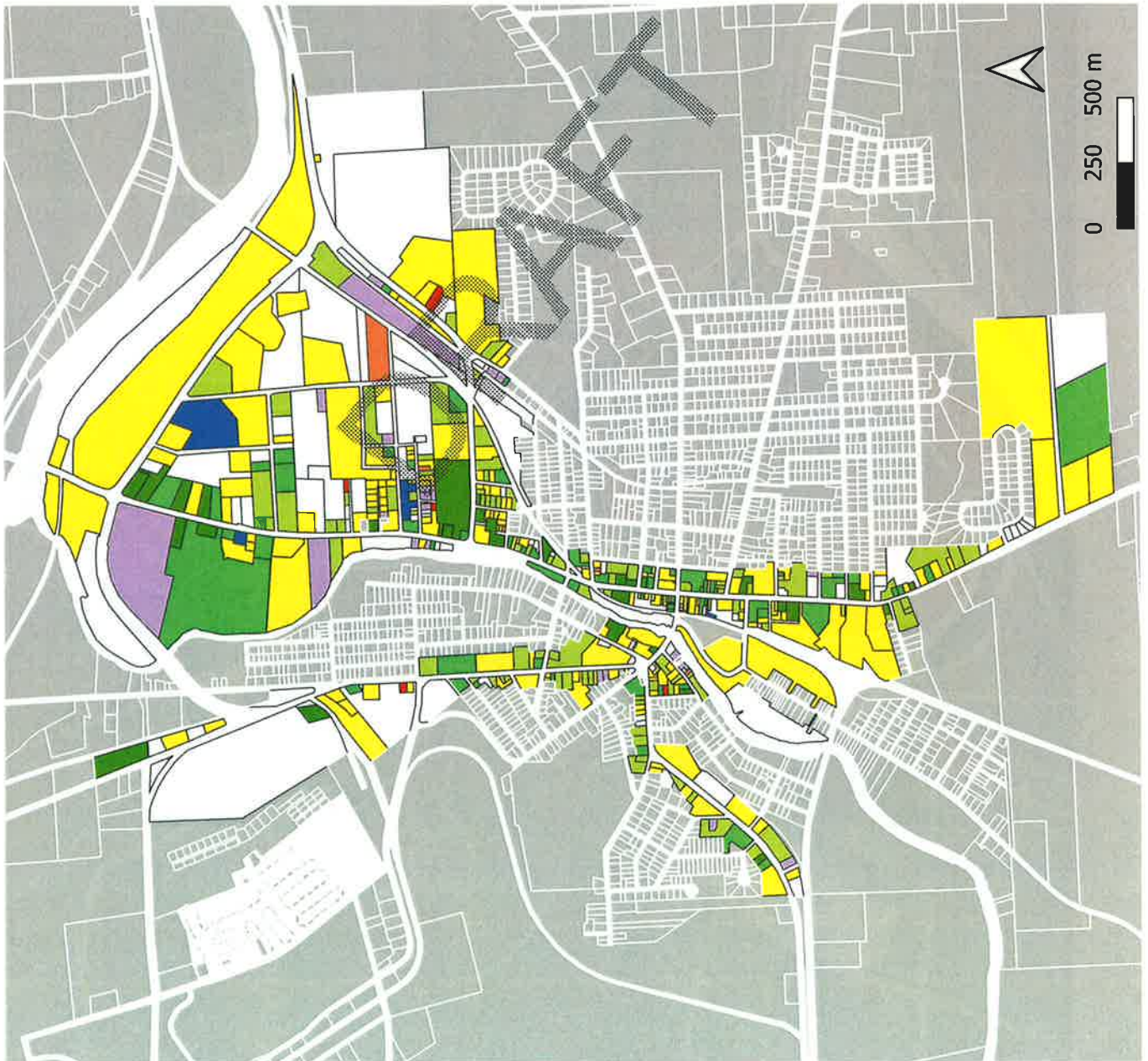
NO BUILDING

POOR

VERY GOOD



Downtown TIF Spreadsheet Parcels MASTER



FCC Internet Coverage Map & Conceptual Downtown Free Coverage Project Area

Presque Isle, ME



Number of Fixed Residential Broadband Providers



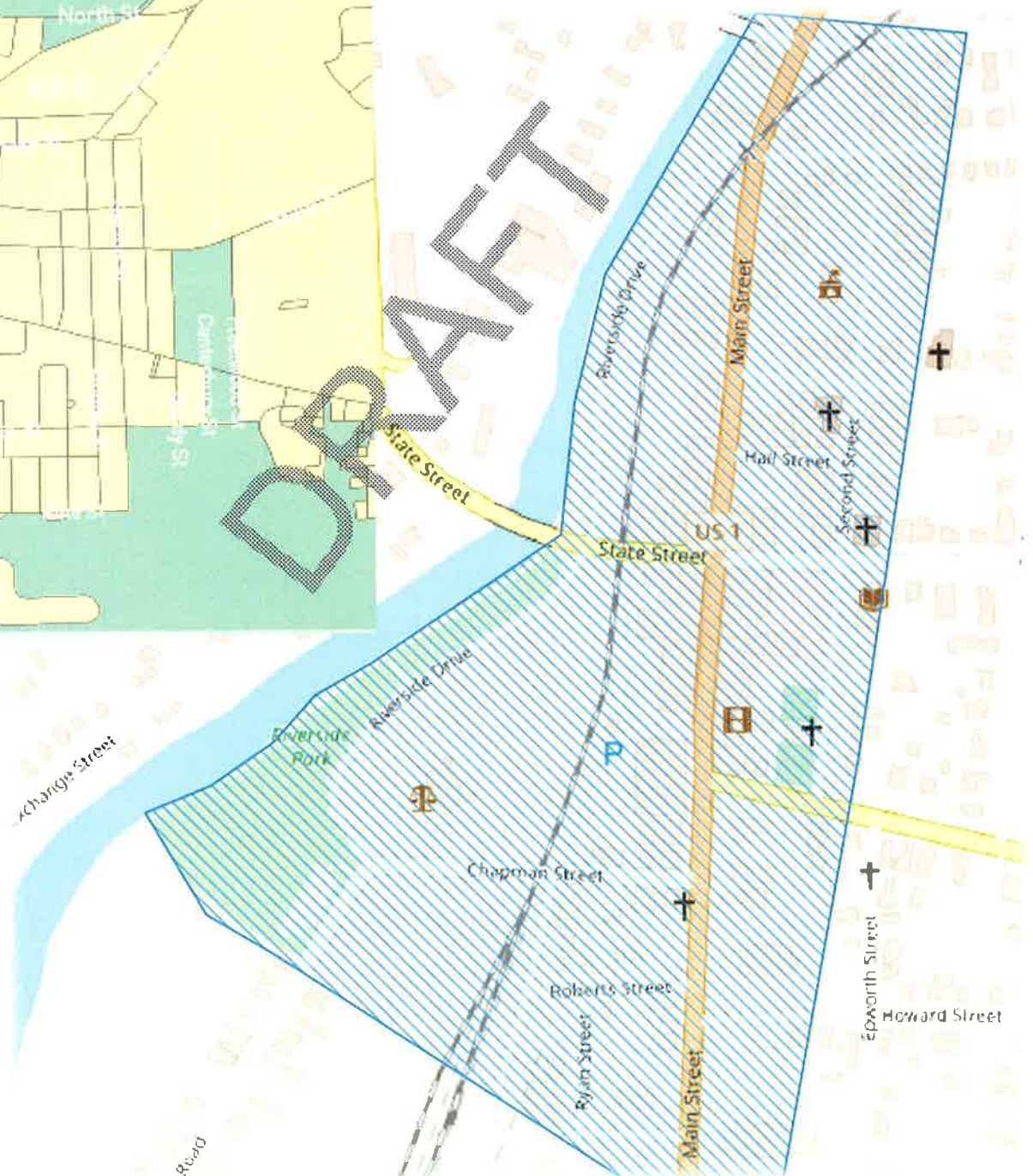
Broadband



Technology ADSL, Cable, Fiber, Fixed Wireless, Satellite, Other

Speed ≥ 1000/100 Mbps

Date June 2019 (latest public release)



**NOTICE OF PUBLIC HEARINGS
CITY OF PRESQUE ISLE**

Regarding

The Downtown Redevelopment Plan

And

**A Municipal Development and Tax Increment Financing District To Be Known As
The Presque Isle Downtown Omnibus Municipal Development and
Tax Increment Financing District**

Notice is hereby given that the Presque Isle City Council will hold public hearings on

October 7, 2020

at the

**City Council Chambers, 12 Second Street, Presque Isle, Maine
The Public Hearing will be at 6:00 p.m.**

The purpose of one public hearing is to receive public comments on the adoption of the City's proposed Downtown Redevelopment Plan. The Downtown Redevelopment Plan was created to identify public infrastructure and aesthetic improvement projects for Presque Isle's Downtown area while also addressing the challenges of revitalization efforts in Maine. The focus area for this plan centers around the Downtown areas of Presque Isle specifically the major transportation arterials of Main Street, Maysville Road, Chapman Road, State Road, Parsons Road, Industrial Street, and other minor arterial roadways that converge into the Downtown. The Plan is an update to a 2009 edition.

The purpose of the other public hearing is to receive public comments on the designation of the municipal development and tax increment financing district and the adoption of a development program for the Downtown Omnibus District pursuant to the provisions of Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended.

The proposed municipal development and tax increment financing district consists of approximately 923.9 acres of property located in the Presque Isle Downtown area. The City plans to use TIF revenues from this Downtown Omnibus District for a number of projects, including, but not limited to, establishing a façade grant program for downtown storefronts, funding trail construction and maintenance, improving sidewalks, streetscapes, and roads in the downtown area, and redeveloping Riverside Drive into a pedestrian promenade.

Copies of relevant materials will be on file at the City offices during normal business hours in advance of the public hearing. The proposed Downtown Plan and Presque Isle Downtown Omnibus Development Program will also be available at presqueislemaine.gov and can also be

obtained by calling the Department of Economic & Community Development at 207-760-2727 during normal business hours and requesting that a copy be mailed to you. All interested persons are invited to participate in the public hearings and will be given an opportunity to be heard.

Public comments will be taken at the hearings and written comments should be submitted to gweibley@presqueisleme.us. Written comments will be accepted until October 6, 2020.

PRESQUE ISLE CITY COUNCIL MEETING

For:

October 7, 2020

AGENDA ITEM # 4

SUBJECT

PUBLIC HEARING: Consider adopting Downtown TIF District

INFORMATION

- 1) Memo from Galen Weibley, dated September 24, 2020
- 2) Application
- 3) Public Hearing Notice

REQUESTED ACTION

CHAIRMAN: Having heard public comment regarding the proposed Downtown TIF District, the Chair includes Exhibit G, the City of Presque Isle City Council Order into the official record for action by the Council under agenda section Public Hearing item number 4. How would you like to proceed?

BE IT RESOLVED by Councilor _____, seconded by Councilor _____ to approve the Presque Isle Downtown TIF District and full order as presented.



City of Presque Isle, Maine

From the desk of:
Galen Weibley

Email: gweibley@presqueisleme.us

MEMORANDUM

TO:	Honorable City Council
CC:	Martin Puckett, City Manager; Tom King, City Clerk Chelsea Stratton, Executive Assistant
DATE:	September 24, 2020
RE:	Downtown TIF District

Enclosed is a copy of the draft Downtown TIF District with a complete salutatory order that must be read into the record. The Council will listen to public comment before taking action. Once the Council is satisfied with the draft, please state the following:

Chairman: *Having heard public comment regarding the proposed Downtown TIF District, the Chair includes Exhibit G, the City of Presque Isle City Council Order into the official record for action by the Council under agenda section Public Hearing item number 4. Gentleman how would you like to proceed?*

Councilor: *Mr. Chairman, I move we approve the Presque Isle Downtown TIF District and full order as presented.*

Motion made by: _____ Seconded by: _____

**ECONOMIC DEVELOPMENT
PRESQUE ISLE, MAINE**

An Application for a Municipal Development and Tax Increment Financing District

**PRESQUE ISLE DOWNTOWN OMNIBUS MUNICIPAL DEVELOPMENT AND
TAX INCREMENT FINANCING DISTRICT DEVELOPMENT PROGRAM**

Presented to:

**CITY COUNCIL
CITY OF PRESQUE ISLE
October 7, 2020**

APPLICATION COVER SHEET

MUNICIPAL TAX INCREMENT FINANCING

A. General Information

1. Municipality Name: City of Presque Isle		
2. Address: 12 Second Street, Presque Isle, ME 04769		
3. Telephone: 207-760-2700	4. Fax: 207-764-2501	5. Email: mpcukett@presqueisleme.us
6. Municipal Contact Person: Martin Puckett		
7. Business Name: n/a		
8. Address:		
9. Telephone:	10. Fax:	11. Email:
12. Business Contact Person:		
13. Principal Place of Business:		
14. Company Structure (e.g. corporation, sub-chapter S, etc.):		
15. Place of Incorporation: Maine		
16. Names of Officers:		
17. Principal Owner(s) Name:		
18. Address:		

B. Disclosure

1. Check the public purpose that will be met by the business using this incentive (any that apply):		
<input type="checkbox"/> job creation	<input type="checkbox"/> job retention	<input type="checkbox"/> capital investment
<input type="checkbox"/> training investment	<input type="checkbox"/> tax base improvement	<input type="checkbox"/> public facilities improvement
<input checked="" type="checkbox"/> other (list):		
2. Check the specific items for which TIF revenues will be used (any that apply):		
<input type="checkbox"/> real estate purchase	<input type="checkbox"/> machinery & equipment purchase	<input type="checkbox"/> training costs
<input type="checkbox"/> debt reduction	<input checked="" type="checkbox"/> other (list): Please refer to project cost list in the development program.	

C. Employment Data

List the company's goals for the number, type and wage levels of jobs to be created or retained as part of this TIF development project (*please use next page*).

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EXHIBITS:

Exhibits:

- A-1 Map of District
- A-2 Map of District within Municipality
- B Statutory Requirements & Thresholds Form
- C Assessor’s Certificate of Original Assessed Value
- D-1 TIF Revenue Projections
- D-2 Tax Shift Projections
- E Public Hearing Notice
- F Public Hearing Minutes
- G City Council Order

I. Introduction

A. Presque Isle's Downtown Redevelopment Plan

The City of Presque Isle's (the "City") Downtown district serves as the city's center for social, civic, and cultural activity since the city's incorporation in 1859. This designation has been challenged as early as the 1980's with an increase in blighted properties and outward migration. Presque Isle's Downtown is historically enriched as being a major center for services and commerce for a rural agricultural community. Many of the buildings within the Downtown still offer important cultural, retail, and recreational services to the surrounding central Aroostook County towns and unincorporated territories.

In 2020, the City adopted the Downtown Redevelopment Plan. In the Downtown Redevelopment Plan, the City identifies a number of goals in its efforts to revitalize the Downtown area, including, but not limited to, improving vehicular and pedestrian traffic by redesigning intersections and developing pedestrian walkways, enhancing and establishing recreational activities designed to attract tourists, and promoting the historical and cultural landmarks with new marketing efforts. It is the City's vision to revitalize the Downtown into the trusted destination for residents and visitors of Aroostook County by not only incorporating its agricultural and service-based economies but also welcoming its growing outdoor recreation sector into the historic Downtown area.

B. Designation of TIF District

In the Downtown Redevelopment Plan, the City recognized the utility of establishing a tax increment financing district in order to help it accomplish its goals for the Downtown area, and identified the creation of such a district in its action plan as an immediate priority. The City hereby designates the Presque Isle Downtown Omnibus Municipal Development and Tax Increment Financing District (the "District" or "TIF District"). The District is shown on maps attached hereto as Exhibit A.

The proposed District is comprised of 923.9 acres, located along the major transportation arterials of Main Street, Maysville Road, Chapman Road, State Road, Parsons Road, Industrial Street, and other minor arterial roadways that converge into the Downtown.

The District is a so-called "omnibus" district which means that the City will be permitted in the future to enter into credit enhancement agreements with individual property owners in the District as it sees fit for up to the full term of the District for up to 100% of the captured assessed value so long as the City holds a public hearing prior to the approval of any such credit enhancement agreement.

II. Development Program Narrative

A. The Development Program

This development program (the “Development Program”) is structured and proposed pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended (the “TIF Statute”). The City’s designation of the District combined with the adoption of this Development Program create a single municipal TIF district in order to capture the value of the real property improvements made within the District, and enable the use of taxes paid on increased assessed value in the District (“TIF Revenues”) for various municipal and other economic development projects. The Development Program will run for the same 30-year period as the District designation, starting on January 1, 2021 and ending on December 31, 2050.

Under this Development Program, the City will capture amounts paid on increased assessed value related to real property in the District as shown at Exhibit D-1. The City will retain and utilize the TIF Revenues to fund various infrastructure improvements and other costs, all as further described in Table 1 herein.

In designating the District and adopting this Development Program, the City can accomplish the following goals:

- Maintain existing tax revenues;
- Achieve the vision and goals contained in Presque Isle’s Downtown Redevelopment Plan;
- Create long-term, stable employment opportunities for area residents;
- Attract businesses and promote the economic viability and sustainability of the general economy of the City.

Thus, the City’s designation of the TIF District and pursuit of this Development Program constitute a good and valid public purpose pursuant to Chapter 206 of Title 30-A because it represents a substantial contribution to the economic wellbeing of the City, by providing jobs, contributing to property taxes and diversifying the region’s economic base.

In addition, by creating the District, the City will “shelter” the increase in municipal valuation that development in the District will bring about. This tax shift benefit will mitigate the adverse effect that the District’s increased assessed property value would have on the City’s share of state aid to education (depending upon the application of applicable formulas on the City), municipal revenue sharing and its county tax assessment. An estimate of the tax shift benefit is shown as Exhibit D-2 attached hereto.

B. Municipal Projects

Development within the District will provide a revenue source for the City’s economic development projects. The City plans to use the TIF Revenues for several projects to aid in

achieving the goals outlined in the City's Downtown Redevelopment Plan. City funds may also be used in support of general economic development initiatives. The City plans to invest in its economy by improving municipal infrastructure and providing for the opportunity to use TIF Revenues to pay for economic development expenses. Please see Table 1 below for a complete list of authorized projects and their respective cost estimates.

TABLE 1
City of Presque Isle's Project Costs

Project	Cost Estimate	Statutory Citation	Reference to Downtown Redevelopment Plan
1. <u>Façade Grant Program for Downtown Storefront Aesthetics</u> : Fund costs associated with establishing a permanent economic development grant program for downtown storefront façade improvements to promote economic development.	\$300,000	30-A M.R.S.A. § 5225(1)(C)(1), (3)	Pages 14 & 24
2. <u>All-Purpose ATV, Snowmobile, Bike Trail & Bridge Construction and Maintenance</u> : Fund costs associated with planning, design, construction, maintenance, grooming, and improvement to new or existing recreational trails that have significant potential to promote economic activity. ¹	\$1,000,000	30-A M.R.S.A. § 5225(1)(C)(6)	Pages 13 & 23
3. <u>Downtown Event Programming</u> : Fund costs associated with economic development events and programming designed to promote the Downtown area.	\$30,000	30-A M.R.S.A. § 5225(1)(C)(1)	Pages 14 & 15

Project	Cost Estimate	Statutory Citation	Reference to Downtown Redevelopment Plan
<p>4. <u>Sidewalk and Streetscape Improvements:</u> Costs associated with improving and maintaining sidewalks in Downtown area. Improve the streetscapes in the Downtown area, including but not limited to streetlight replacement, for the purpose of drawing attention to the Downtown area, attracting businesses and patrons.</p>	\$864,500	30-A M.R.S.A. § 5225(1)(A)(1); (B)(1)	Pages 17, 18, 22 & 23
<p>5. <u>Loan and/or Grant Program to Promote Certain Improvements to Major Residential Rental Downtown Properties</u> : Establish a credit program for licensed landlords of non-owner-occupied rental units in the District to recoup costs associated with capital improvements, including, but not limited to, weatherization improvements, through a permanent revolving loan fund and/or a grant program.</p>	\$200,000	30-A M.R.S.A. § 5225(1)(A)(1), (1)(C)(3)	Pages 10 & 23
<p>6. <u>Riverside Drive Redevelopment & Arts/Cultural District:</u> Fund all costs associated with redeveloping Riverside Drive from a vehicular road into a pedestrian promenade with retail shopping opportunities designed to promote economic activity.</p>	\$350,000	30-A M.R.S.A. § 5225(1)(A)(1)	Pages 12, 14, & 22-23

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8. <u>Demolishing Blighted Properties:</u> Fund costs associated with the demolition of blighted properties in the Downtown area.	\$200,000	30-A M.R.S.A. § 5225(1)(A)(1), (2), (3), (4), (5)	Pages 10 & 23
9. <u>Downtown WiFi Program:</u> Fund costs associated with providing WiFi services to foster economic development.	\$15,000	30-A M.R.S.A. § 5225(1)(A)(1); (1)(C)(1)	Pages 19 & 22-23
10. <u>Economic Development Studies and Design Work:</u> Fund costs associated with studies and design work relating to economic development planning efforts, including but not limited to reimagining elderly community living from an economic development perspective within the District.	\$30,000	30-A M.R.S.A. § 5225(1)(A)(7); (1)(C)(1)	Page 10 & 22

Project	Cost Estimate	Statutory Citation	Reference to Downtown Redevelopment Plan
<p>11. <u>5-Point Intersection Improvement and Other Road Improvements:</u> Fund costs to improve and maintain roads and streets that form the transportation routes within the District or directly related to or made necessary by the creation of the District, including, but not limited, to the 5-Point Intersection as a match with other potentially available funds. These costs include, but are not limited, to engineering and design work, construction, and culvert repair.</p>	\$400,000	30-A M.R.S.A. § 5225(1)(A)(1), (4); (1)(B)(1)	Pages 12 & 23
<p>12. <u>Stormwater Infrastructure Improvements:</u> Fund costs related to improving stormwater infrastructure within the District or directly related to or made necessary by the District.</p>	\$500,000	30-A M.R.S.A. § 5225(1)(A)(1); (1)(B)(1); (1)(C)(2)	Pages 16, 20, & 23
<p>13. <u>Professional Services and Administrative Costs:</u> Fund professional service and administrative costs associated with the District and the implementation of the Development Program.¹</p>	\$600,000	30-A M.R.S.A. § 5225(1)(A)(4), (5)	Pages 11 & 25

Project	Cost Estimate	Statutory Citation	Reference to Downtown Redevelopment Plan
<p>14. <u>Economic Development Costs:</u> Fund costs of municipal economic development budget items (including, but not limited, to appropriate prorated staff salaries, economic development planning efforts including the development of economic development planning documents).¹</p>	\$450,000	30-A M.R.S.A. § 5225(1)(C)(1)	Pages 11 & 25
<p>15. <u>Uniform Downtown Signage:</u> Fund costs associated with the design and purchase of new signage in the Downtown area, including directional, wayfinding, and interpretive signs.</p>	\$50,000	30-A M.R.S.A. § 5225(1)(C)(1)	Pages 20 & 22
<p>16. <u>Water Tourism/Business Activation Improvements and Programming*</u>: Fund costs associated with establishing a new capital project on public property for a City-owned water tubing or other floatation transportation system designed to attract residents and tourists to the Downtown area in the summer and integrate into the other public transportation infrastructure. The City intends to offer to the private sector the opportunity to offer shuttle services for drop off locations, rental shops and other ancillary businesses offering tourist amenities.</p>	\$20,000	30-A M.R.S.A. § 5225(1)(A)(1), (1)(C)(1)	Pages 13 & 24

Project	Cost Estimate	Statutory Citation	Reference to Downtown Redevelopment Plan
<p>17. <u>Outdoor Unleashed Dog Center*</u>: Tourism-focused downtown amenity where dog owners can bring their unleashed pets for a unique exercise experience. This project is intended to be built specifically to enable dog-friendly marketing of the City for tourism. The City is home to the only dog-friendly hotel in the County. With the installation of the dog center, the City can also market and support local businesses in creating a dog-friendly downtown, the hotel will be able to advertise the amenity to its guests and the City will strengthen its economic position as a dog and family friendly outdoor destination. The City is also exploring potential partnership opportunities with the American Kennel Club (AKC) & Canadian Kennel Club (CKC) for the installation of an agility trial course and/or a unique dog diving pond launch, as a way of helping to market the region and attract tourists for competitions that are growing in popularity. During non-competition days, the course could be open for training which will increase the economic activity and sales of competition related supplies and hotel stays for visitors.</p>	\$10,000	30-A M.R.S.A. § 5225(1)(A)(1), (1)(C)(1)	Pages 13 & 22

Project	Cost Estimate	Statutory Citation	Reference to Downtown Redevelopment Plan
18. <u>GIS Mapping for Economic Development Planning</u> : Fund costs associated with establishing and maintaining a Geographic Information System (GIS) mapping program to support ongoing maintenance and upgrade of infrastructure, including hardware, software, licensing, maintenance, training, and technical support. GIS provides critical support to existing and future development in all potential future tax increment financing districts.	\$150,000	30-A M.R.S.A. § 5225(1)(C)(1)	Pages 16, 19, & 23
Total	\$5,319,500		

¹ Similar project is also contained within the BLD Hospitality, LLC TIF.

* Please note that for projects 16 and 17, the City acknowledges the following rule regarding prohibited uses of TIF revenues in Title 30-A MRSA Section 5225(2): “...*the commissioner may not approve as a project cost the cost of facilities, buildings or portions of buildings used predominantly for the general conduct of government or for public recreational purposes, including, but not limited to, city halls and other headquarters of government where the governing body meets regularly, courthouses, jails and other state and local government office buildings, recreation centers, athletic fields and swimming pools.*” As such, the City understands that such if such facilities are funded with TIF Revenues, they must be economic development projects and programs that are not used predominantly for public recreational purposes.

C. Strategic Growth and Development

By designating the District and adopting the Development Program, the City is capitalizing on the tax shift benefits so that the City will not lose new tax revenue to subsidy losses and increased obligations resulting therefrom. The District’s designation and implementation of the Development Program is expected to improve and boost the City’s economy generally and enable the City to accomplish the goals of the Downtown Redevelopment Plan.

D. Improvements to the Public Infrastructure

The City will use certain TIF Revenues for improvements to public infrastructure as set forth in Table 1.

E. Operational Components

1. Public Facilities/Improvements

See Table 1 for a description of public facilities/improvements.

2. Commercial Improvements Financed Through Development Program

The District is an “omnibus” district because the City will have the option to approve credit enhancement agreements for property located within the District on a case by case basis as described herein

3. Relocation of Displaced Persons

Not applicable.

4. Transportation Improvements

The City intends to improve various streets and parking in order to facilitate and accommodate commercial business development.

5. Environmental Controls

The improvements made under this Development Program will meet or exceed all federal, state and local environmental laws, regulations and ordinances and will comply with all applicable land use requirements for the City.

6. Plan of Operation

During the term of the District, the City Manager or his or her designee will be responsible for all administrative matters within the purview of the City concerning the implementation and operation of the District.

III. Physical Description

This Article III addresses the conditions for approval contained in 30-A M.R.S.A. § 5223(3). The proposed 923.9-acre District is shown in Exhibit A. The statutory threshold limits addressing the conditions for approval mandated by 30-A M.R.S.A. § 5223(3) are set forth in Exhibit B.

IV. Financial Plan

The collective Original Assessed Value of the property in the District is \$147,955,100 as of March 31, 2020 (April 1, 2019). A Certificate of the Original Assessed Value is shown in Exhibit C.

The City will capture 100% of the increased assessed value of the taxable real property located within the District for the duration of the 30-year term of the District as described herein and shown in one potential scenario attached as Exhibit D-1. The TIF Revenues so collected will fund and/or contribute to the funding of the approved projects which collectively increase the City's ability to stand out in a competitive marketplace as a dynamic municipality in which to grow a business.

All assessed real property value captured in the District will be added to the general tax rolls at the end of the TIF term.

Upon each payment of property taxes for property located inside the District, the City will deposit into a development program fund (the "Downtown Development Program Fund" or "Development Program Fund") the entirety of the property tax payments constituting TIF Revenues. The Development Program Fund is pledged to and charged with the payment of the project costs in the manner provided in 30-A M.R.S.A. § 5227(3). The Development Program Fund will consist of a project cost account (the "Project Cost Account"). All TIF Revenues will be deposited in the Project Cost Account except to the extent that the City undertakes municipal bonded indebtedness to fund any project costs, in which case the percentage of TIF Revenues required to meet debt service obligation must be deposited into a sinking fund account (the "Sinking Fund Account").

Estimates of the increased assessed property values of the District, the anticipated TIF Revenues generated by the District, and the estimated tax shift benefits are shown in Exhibits D-1 and D-2, respectively.

A. Costs and Sources of Revenues

The current and future developers owning or leasing properties located within the District will pay for and/or finance all private improvements located in the District through private sources.

B. Indebtedness

The City reserves the right to finance one or more of its projects through public indebtedness.

V. Financial Data

The statutory requirements and thresholds for approval required by Section 5223(3) of Title 30-A in the TIF Statute are set forth in Exhibit B. Financial projections related to the District are contained in Exhibits D-1 and D-2.

VI. Tax Shifts

In accordance with the TIF Statute, the table set forth in Exhibit D-2 identifies the tax shifts that the City estimates will result during the term of the District.

VII. Municipal Approvals

A. Notice of Public Hearing

Attached as Exhibit E hereto is a copy of the Notice of Public Hearing regarding the designation of the District and the adoption of the Development Program for the District, published in a newspaper of general circulation in the City, on a date at least ten (10) days prior to the public hearing. The public hearing on the Development Program was held on October 7, 2020, in accordance with the requirements of 30-A M.R.S.A. § 5226(1).

B. Minutes of Public Hearing

The City Clerk has provided an attested copy of the minutes of the public hearing on October 7, 2020, a copy of which is contained in Exhibit F. This exhibit also provides a record of the vote of the City on the designation of the District and the adoption of the Development Program.

C. City Council Order


A copy of the City Council Order designating this District and approving the Development Program is provided in Exhibit G and is attested by the City Clerk, and includes the result of the vote of the City Council on October 7, 2020.

Exhibit A-1

(Proposed District Map)



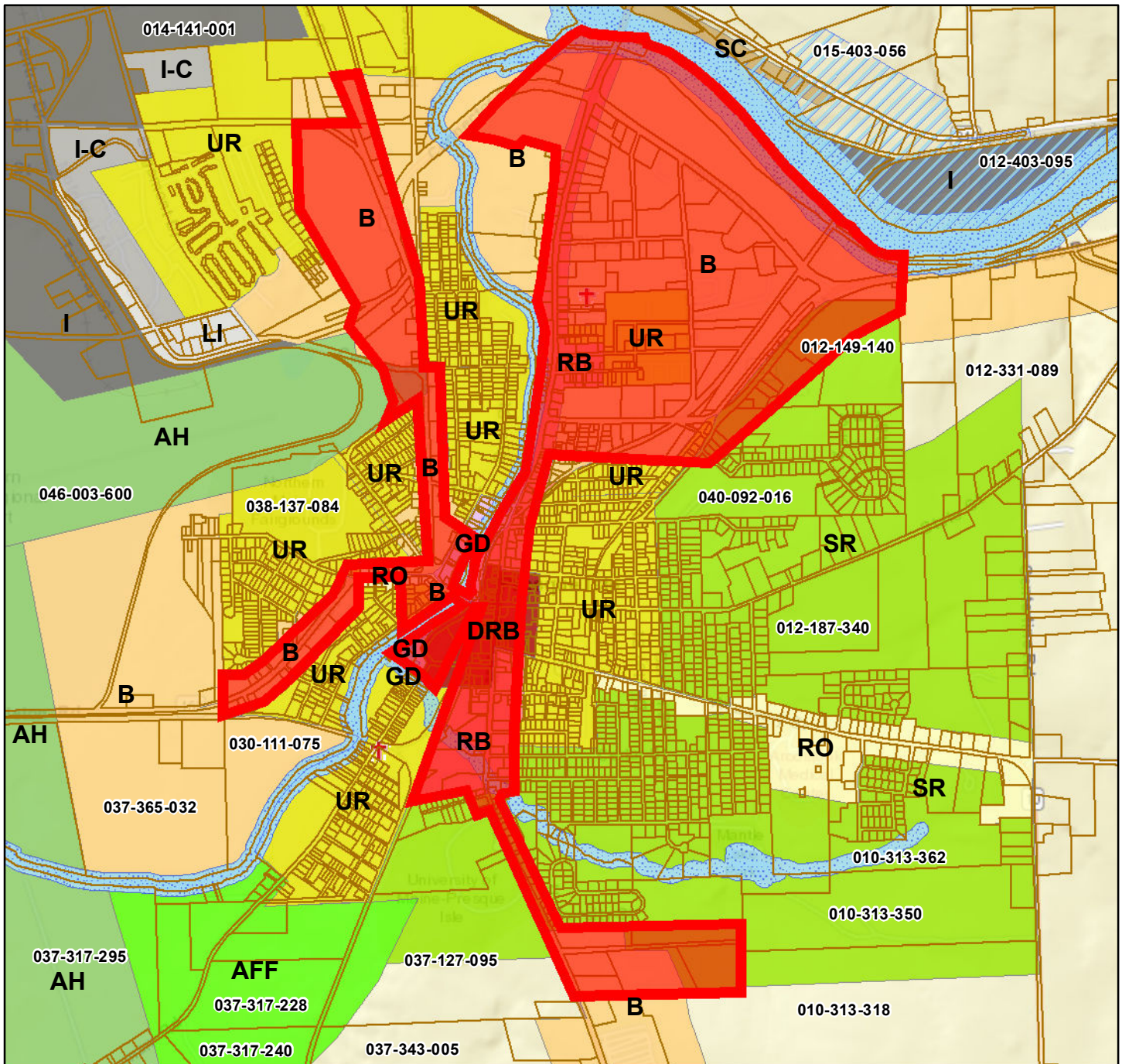
EXHIBIT A-1 Presque Isle Downtown Omnibus TIF District

 TIF District (923.9 acres)



1 inch = 2067 Feet

May 22, 2020



Parcel Lines - No Ortho	B - Business Zone	RB - Retail Business Zone
Cemeteries - MEGIS	DRB - Downtown Retail Business Zone	RO - Residential Office Zone
Source Water Protection Area	GD - General Development Zone	SC - Suburban Commercial Zone
Resource Protection Zone	I - Industrial Zone	SR - Suburban Residential Zone
AFF - Agricultural Farming/Forestry Zone	I-C - Industrial Zone - Conditional	UR - Urban Residential Zone
AH - Aircraft Hazard Zone	LI - Light Industrial Zone	


Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

Exhibit A-2























(TIF District within City)

EXHIBIT A-2

**Presque Isle Downtown
Omnibus TIF District**

 TIF District (923.9 acres)

Legend

- Streets/Highways
 - Train Rails
 - Streams/Brooks
 - Lakes/Ponds/Rivers
 - ResourceProtectionZone2019-7
 - Source Water Protection Area
 -  Proposed TIF Zone
 -  City Boundary
- Zoning:**
-  AFF: Agricultural farming/forestry zone
 -  AH: Aircraft hazard zone
 -  B: Business zone
 -  DRB: Downtown retail business zone
 -  GD: General development zone
 -  I: Industrial zone
 -  I-C: Industrial zone - conditional
 -  LI: Light industrial zone
 -  RB: Retail business zone
 -  RO: Residential office zone
 -  RR-1: Rural residential zone 1
 -  RR-2: Rural residential zone 2
 -  SC: Suburban commercial zone
 -  SR: Suburban residential zone
 -  UR: Urban residential zone
 -  Wetlands
- Land Cover & Land Use:**
-  Cropland
 -  Grassland
 -  Forest
 -  Developed

Data source:
MEGIS, ESRI, UMPI GIS Lab.



Miles

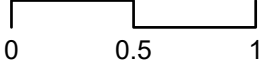


Exhibit B

(Statutory Requirements and Thresholds)

STATUTORY REQUIREMENTS AND THRESHOLDS
Presque Isle Downtown Omnibus Municipal TIF District

SECTION A. Acreage Caps		
1. Total municipal acreage;	47,377	
2. Acreage of proposed Municipal TIF District;	923.9	
3. Downtown-designation ¹ acres in proposed Municipal TIF District;	923.9	
4. Transit-Oriented Development ² acres in proposed Municipal TIF District;	0	
5. Total acreage [=A2-A3-A4] of proposed Municipal TIF District counted toward 2% limit;	0	
6. Percentage [=A5÷A1] of total acreage in proposed Municipal TIF District (CANNOT EXCEED 2%).	0%	
7. Total acreage of all <u>existing/proposed</u> Municipal TIF districts in municipality including Municipal Affordable Housing Development districts: ³ BLD/5.11 acres Downtown/923.9 acres	Existing	5.11
	Proposed	923.9
	Total:	929.01
30-A § 5223(3) EXEMPTIONS⁴		
8. Acreage of an <u>existing/proposed</u> Downtown Municipal TIF district;	923.9	
9. Acreage of all <u>existing/proposed</u> Transit-Oriented Development Municipal TIF districts:	0	
10. Acreage of all <u>existing/proposed</u> Community Wind Power Municipal TIF districts:	0	
11. Acreage in all <u>existing/proposed</u> Municipal TIF districts common to ⁵ Pine Tree Development Zones per 30-A § 5250-I (14)(A) excluding any such acreage also factored in Exemptions 8-10 above:	0	
12. Total acreage [=A7-A8-A9-A10-A11] of all <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit;	5.11	
13. Percentage of total acreage [=A12÷A1] of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%).	.01%	
14. Real property in proposed Municipal TIF District that is:	ACRES	% [=Acres÷A2]
a. A blighted area;	0	0
b. In need of rehabilitation, redevelopment or conservation;	0	0
c. Suitable for commercial or arts district uses.	359.5	39%
TOTAL (except for § 5223 (3) exemptions a., b. OR c. must be at least 25%)		39%

¹ Before final designation, the Commissioner will seek advice from MDOACF and MDOT per 30-A § 5226(2).

² For Transit-Oriented Development (TOD) definitions see 30-A § 5222 sub-§§ 19-24.

³ For AH-TIF acreage requirement see 30-A § 5247(3)(B). Alternatively, Section B. must exclude AH-TIF valuation.

⁴ Downtown/TOD overlap nets single acreage/valuation caps exemption.

⁵ PTZ districts approved through December 31, 2008.

STATUTORY REQUIREMENTS AND THRESHOLDS
Presque Isle Downtown Omnibus Municipal TIF District

SECTION B. Valuation Cap		
1. Total TAXABLE municipal valuation—use most recent April 1;	\$524,283,200	
2. Taxable Original Assessed Value (OAV) of proposed Municipal TIF District as of March 31 preceding municipal designation—same as April 1 prior to such March 31;	\$147,955,100	
3. Taxable OAV of all <u>existing/proposed</u> Municipal TIF districts in municipality excluding Municipal Affordable Housing Development districts: BLD/\$128,100 Downtown/\$147,955,100	Existing	\$128,100
	Proposed	\$147,955,100
	Total:	\$144,083,200
30-A § 5223(3) EXEMPTIONS		
4. Taxable OAV of an <u>existing/proposed</u> Downtown Municipal TIF district;	\$147,955,100	
5. Taxable OAV of all <u>existing/proposed</u> Transit-Oriented Development Municipal TIF districts:	0	
6. Taxable OAV of all <u>existing/proposed</u> Community Wind Power Municipal TIF districts:	0	
7. Taxable OAV of all <u>existing/proposed</u> Single Taxpayer/High Valuation ⁶ Municipal TIF districts:	0	
8. Taxable OAV in all <u>existing/proposed</u> Municipal TIF districts common to Pine Tree Development Zones per 30-A § 5250-I (14)(A) excluding any such OAV also factored in Exemptions 4-7 above:	\$0	
9. Total taxable OAV [=B3-B4-B5-B6-B7-B8] of all <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit;	\$128,100	
10. Percentage of total taxable OAV [=B9÷B1] of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%).	.024%	

COMPLETED BY	
NAME :	Shana Cook Mueller
DATE :	September 18, 2020

⁶ For this exemption see 30-A §5223(3)(C) sub-§§ 1-4.

Exhibit C

(Assessor's Certificate)

EXHIBIT C
ASSESSOR'S CERTIFICATE OF ORIGINAL ASSESSED VALUE

CITY OF PRESQUE ISLE
PRESQUE ISLE DOWNTOWN OMNIBUS MUNICIPAL DEVELOPMENT
AND TAX INCREMENT FINANCING DISTRICT

The undersigned Assessor for the City of Presque Isle, Maine, does hereby certify pursuant to the provisions of 30-A M.R.S.A. § 5227 that the assessed value for taxable real property within the Presque Isle Downtown Omnibus Municipal Development and Tax Increment Financing District, as delineated on a map included in the Development Program to which this Certificate is included, was **\$147,955,100** as of March 31, 2020 (April 1, 2019).

IN WITNESS WHEREOF, this Certificate has been executed as of this 18th day of Sept., 2020.

PRESQUE ISLE ASSESSOR

By: Lewis Cousins

Printed name: Lewis Cousins

Original Assessed Value by Tax Map and Lot Number

Tax Map and Lot Number	District Acreage	Original Assessed Value of District Acreage as of March 31, 2020 (April 1, 2019)
035-073-009	2.43	\$ 664,700.00
031-127-364	0.67	\$ 379,400.00
040-127-680	0.42	\$ 513,800.00
048-127-738	1.20	\$ 386,000.00
048-127-774	0.96	\$ 1,291,800.00
051-127-776	1.40	\$ 414,400.00
040-149-006	0.84	\$ 1,290,500.00
031-127-333	1.10	\$ 628,400.00
035-174-022	0.23	\$ 567,100.00
035-174-056	0.59	\$ 177,300.00
044-014-025	12.3	\$ 2,195,400.00
035-127-436	1.02	\$ 1,814,700.00
048-127-768	2.44	\$ 4,586,300.00
010-127-116	4.82	\$ 1,881,000.00
040-005-004	0.10	\$ 100.00
040-015-005	0.07	\$ 24,500.00
048-025-071	5.77	\$ 118,000.00
012-025-090	9.60	\$ 272,900.00
035-317-011	0.18	\$ 12,800.00
031-317-077	11.1	\$ 13,700.00
044-057-049	1.89	\$ 53,700.00
044-057-050	8.2	\$ 459,200.00
045-057-072	1.64	\$ 56,000.00
045-057-078	3.30	\$ 76,100.00
044-061-003	0.19	\$ 48,000.00
044-061-007	0.45	\$ 42,900.00
044-061-010	1.41	\$ 118,100.00
047-068-025	2.85	\$ 17,200.00

035-073-008	0.06	\$ 1,100.00
035-073-010	0.15	\$ 15,500.00
035-073-019	0.23	\$ 8,600.00
040-079-055	6.50	\$ 126,800.00
040-079-059	2.70	\$ 80,900.00
012-331-061	28.70	\$ 22,900.00
010-090-024	11.00	\$ 50,800.00
040-092-061	0.42	\$ 10,200.00
040-092-063	0.19	\$ 3,400.00
034-111-014	0.56	\$ 1,300.00
034-111-031	2.10	\$ 59,200.00
030-111-081	0.63	\$ 22,600.00
044-113-007	0.17	\$ 6,500.00
044-113-008	0.13	\$ 14,200.00
044-113-010	0.12	\$ 14,000.00
044-113-011	0.1	\$ 5,000.00
044-113-014	0.07	\$ 400.00
044-113-025	1.38	\$ 110,900.00
044-113-042	0.24	\$ 16,200.00
027-127-158	0.33	\$ 2,600.00
027-127-190	3.18	\$ 21,600.00
027-127-214	0.22	\$ 4,200.00
031-127-248	0.48	\$ 50,300.00
031-127-270	0.84	\$ 63,800.00
031-127-296	0.27	\$ 31,400.00
035-127-401	1.47	\$ 73,200.00
035-127-417	0.23	\$ 29,000.00
035-127-531	0.89	\$ 57,000.00
035-127-591	0.03	\$ 2,600.00
040-127-626	0.07	\$ 16,000.00
040-127-638	0.08	\$ 4,300.00

040-127-655	2.18	\$ 23,300.00
044-127-683	0.14	\$ 4,400.00
044-127-703	2.22	\$ 17,700.00
048-127-726	4	\$ 301,900.00
048-127-732	4.01	\$ 355,100.00
048-127-764	1.30	\$ 138,900.00
048-127-770	0.84	\$ 110,700.00
051-127-827	10.3	\$ 23,200.00
012-127-842	24.60	\$ 51,700.00
027-131-008	0.52	\$ 5,200.00
040-133-014	0.18	\$ 6,700.00
051-135-016	0.82	\$ 82,000.00
035-137-034	0.20	\$ 16,600.00
035-137-036	0.20	\$ 17,100.00
040-149-008	0.11	\$ 20,000.00
040-149-066	0.05	\$ 2,700.00
045-149-067	0.07	\$ 3,200.00
045-149-069	0.57	\$ 45,600.00
045-149-073	0.29	\$ 6,500.00
045-149-100	1.20	\$ 8,000.00
012-149-140	39.00	\$ 6,500.00
049-149-143	0.58	\$ 1,100.00
035-155-003	0.10	\$ 9,500.00
035-155-006	0.18	\$ 6,400.00
039-155-065	0.32	\$ 18,700.00
043-155-087	3.73	\$ 111,500.00
043-155-105	8.81	\$ 239,200.00
048-166-031	0.94	\$ 46,800.00
048-166-044	1.30	\$ 64,000.00
035-174-006	0.25	\$ 38,700.00
040-181-011	0.19	\$ 10,500.00

040-181-013	0.08	\$ 4,500.00
051-184-045	5.4	\$ 326,000.00
047-409-004	0.25	\$ 1,700.00
046-409-014	50.00	\$ 84,800.00
050-409-033	0.72	\$ 18,800.00
050-409-040	0.01	\$ 400.00
050-409-043	0.73	\$ 11,400.00
050-409-044	0.78	\$ 8,800.00
035-187-084	0.16	\$ 7,200.00
035-187-104	0.29	\$ 16,300.00
035-187-131	4	\$ 45,400.00
035-187-150	0.04	\$ 3,000.00
049-188-050	0	\$ 0.00
049-198-030	12.26	\$ 158,600.00
028-199-008	0.33	\$ 16,800.00
028-199-010	0.28	\$ 15,500.00
028-199-012	0.26	\$ 14,900.00
028-199-014	0.3	\$ 12,000.00
028-199-016	0.32	\$ 12,400.00
044-057-023	0.2	\$ 25,200.00
044-113-021	0.13	\$ 32,300.00
044-113-022	0.23	\$ 23,000.00
044-113-032	0.31	\$ 39,700.00
044-113-037	0.17	\$ 25,100.00
040-189-009	0.07	\$ 15,300.00
035-001-003	0.14	\$ 100,800.00
035-001-005	0.15	\$ 81,800.00
031-001-010	0.35	\$ 237,000.00
044-014-022	1.5	\$ 634,300.00
049-025-056	6.7	\$ 2,428,400.00
035-317-007	0.14	\$ 93,500.00

035-041-012	0.08	\$ 185,400.00
035-085-005	0.27	\$ 87,600.00
035-085-008	0.16	\$ 146,200.00
035-085-010	0.3	\$ 126,700.00
035-095-015	0.07	\$ 89,800.00
045-123-003	0.31	\$ 75,100.00
027-127-186	0.48	\$ 95,200.00
027-127-197	1.50	\$ 158,600.00
027-127-205	0.23	\$ 134,000.00
031-127-297	0.12	\$ 87,000.00
031-127-342	0.26	\$ 70,700.00
035-127-520	0.21	\$ 163,100.00
040-127-646	0.18	\$ 78,800.00
040-127-648	0.11	\$ 76,000.00
040-127-652	0.17	\$ 63,600.00
044-127-687	0.17	\$ 37,500.00
044-127-716	0.69	\$ 132,500.00
027-127-197-001	0	\$ 94,300.00
040-133-011	0.65	\$ 229,900.00
035-137-001	0.14	\$ 72,500.00
035-137-026	0.17	\$ 77,800.00
035-137-040	0.57	\$ 138,400.00
035-137-044	0.53	\$ 107,100.00
038-137-058	0.88	\$ 112,800.00
039-153-033	0.30	\$ 89,200.00
039-153-034	0.28	\$ 118,500.00
035-155-009	0.30	\$ 68,500.00
039-155-019	0.22	\$ 80,600.00
039-155-027	0.25	\$ 72,900.00
045-401-051	8.70	\$ 1,723,700.00
035-174-004	0.17	\$ 87,100.00

040-181-019	0.07	\$ 43,700.00
040-181-026	0.06	\$ 61,800.00
035-187-160	0.04	\$ 96,500.00
044-196-005	0.24	\$ 65,900.00
044-196-017	0.39	\$ 134,800.00
034-203-007	0.31	\$ 94,600.00
035-204-012	0.23	\$ 114,300.00
035-015-004	0.11	\$ 45,800.00
044-057-033	0.39	\$ 145,600.00
035-073-012	0.73	\$ 234,700.00
035-073-020	0.35	\$ 248,400.00
010-090-018	15.44	\$ 1,133,400.00
035-095-011	0.09	\$ 79,300.00
028-127-130	7.60	\$ 921,800.00
035-127-365	0.41	\$ 402,400.00
035-127-427	0.06	\$ 131,600.00
035-127-428	0.07	\$ 86,300.00
035-127-499	0.31	\$ 197,000.00
035-127-505	0.08	\$ 176,400.00
035-127-540	0.22	\$ 108,500.00
035-127-541	0.27	\$ 310,700.00
035-127-560	0.39	\$ 236,400.00
040-127-612	0.23	\$ 164,300.00
048-127-744	2.80	\$ 855,900.00
048-127-754	0.38	\$ 232,500.00
048-127-758	0.43	\$ 218,600.00
048-127-771	1.92	\$ 960,800.00
040-133-005	0.21	\$ 130,200.00
040-133-006	0.23	\$ 113,700.00
040-133-007	0.22	\$ 96,100.00
051-135-044	8.57	\$ 4,112,600.00

040-149-001	0.23	\$ 312,600.00
040-149-012	0.50	\$ 195,700.00
040-149-024	0.18	\$ 122,600.00
040-149-038	1.17	\$ 732,300.00
040-149-055	1.18	\$ 452,200.00
045-149-105	1.20	\$ 87,700.00
045-149-125	0.28	\$ 85,600.00
039-155-030	3.14	\$ 186,100.00
048-166-026	2.53	\$ 579,900.00
048-166-041	5.57	\$ 494,200.00
035-167-027	3.5	\$ 2,817,800.00
035-174-012	0.87	\$ 588,700.00
035-174-030	0.6	\$ 1,056,200.00
051-184-066	2.20	\$ 1,262,300.00
035-187-093	0.21	\$ 127,000.00
035-187-141	0.05	\$ 63,300.00
035-187-154	0.05	\$ 73,800.00
035-187-187	0.27	\$ 1,785,100.00
035-187-197	0.01	\$ 58,600.00
044-014-030	2.5	\$ 812,700.00
027-127-184	0.45	\$ 148,700.00
035-127-425	0.27	\$ 404,200.00
035-127-445	0.11	\$ 88,200.00
035-127-455	0.10	\$ 241,600.00
035-127-491	0.08	\$ 254,700.00
035-127-515	0.10	\$ 151,900.00
035-127-521	0.08	\$ 193,700.00
035-127-527	0.06	\$ 83,100.00
035-127-551	0.66	\$ 740,500.00
035-127-572	0.24	\$ 243,800.00
040-127-650	0.17	\$ 92,300.00

035-174-036	0.14	\$ 336,900.00
035-187-149	0.07	\$ 102,700.00
035-187-157	0.14	\$ 333,300.00
031-127-260	1.00	\$ 1,098,600.00
035-127-415	0.07	\$ 238,400.00
035-127-422	0.19	\$ 176,300.00
035-127-429	0.18	\$ 140,300.00
035-127-450	0.34	\$ 415,600.00
040-127-631	0.40	\$ 260,100.00
044-127-694	0.61	\$ 269,200.00
048-127-769	0.36	\$ 207,300.00
040-149-034	1.03	\$ 612,300.00
012-025-100	0.24	\$ 1,654,700.00
012-025-110	3.60	\$ 751,000.00
035-127-580	0.44	\$ 250,000.00
044-127-686	0.93	\$ 204,500.00
039-155-056	1.02	\$ 527,800.00
030-111-067	1.80	\$ 419,900.00
051-127-825	8.99	\$ 772,100.00
040-005-006	0.92	\$ 310,800.00
048-025-065	0.83	\$ 93,800.00
044-057-010	1.15	\$ 334,500.00
044-057-011	0.85	\$ 222,200.00
044-057-019	0.25	\$ 66,600.00
034-111-024	0.42	\$ 46,100.00
012-127-830	37.99	\$ 7,319,500.00
031-127-222	0.24	\$ 122,900.00
031-127-283	0.80	\$ 286,300.00
031-127-299	0.25	\$ 208,700.00
031-127-320	2.32	\$ 1,014,500.00
031-127-350	0.57	\$ 388,600.00

035-127-351	0.15	\$ 157,500.00
035-127-387	0.61	\$ 1,042,000.00
035-127-394	0.11	\$ 156,900.00
035-127-399	0.17	\$ 117,400.00
035-127-435	0.42	\$ 296,000.00
035-127-473	0.17	\$ 172,700.00
040-127-636	0.15	\$ 129,200.00
040-127-640	0.45	\$ 316,200.00
040-127-654	0.22	\$ 133,500.00
040-127-656	1.37	\$ 557,200.00
044-127-704	0.90	\$ 428,900.00
044-127-710	0.69	\$ 346,500.00
044-127-719	1.10	\$ 288,600.00
044-127-725	1.60	\$ 582,900.00
048-127-728	0.46	\$ 274,800.00
048-127-733	10.98	\$ 1,961,500.00
048-127-745	2.07	\$ 839,000.00
048-127-755	1.46	\$ 559,800.00
048-127-761	0.28	\$ 185,800.00
048-127-765	0.54	\$ 212,000.00
051-127-779	0.81	\$ 357,000.00
051-127-781	32.49	\$11,821,800.00
051-127-789	1.19	\$ 393,900.00
051-127-795-001	21.0	\$ 283,600.00
051-127-795		\$ 4,351,200
051-127-800	2.70	\$ 647,100.00
051-127-808	1.68	\$ 672,200.00
051-127-814	1.09	\$ 352,900.00
031-131-005	0.64	\$ 262,800.00
012-135-150	4.90	\$ 807,000.00
040-149-023	8.59	\$ 5,609,100.00
040-149-026	0.14	\$ 94,700.00

040-149-046	1.20	\$ 598,100.00
040-149-054	0.47	\$ 144,500.00
043-155-086	1.18	\$ 268,700.00
043-155-113	1.00	\$ 115,800.00
047-409-006	0.97	\$ 252,900.00
050-409-055	2.59	\$ 81,300.00
035-187-060	1.15	\$ 387,300.00
039-197-041	0.69	\$ 221,500.00
031-127-295	0.30	\$ 190,300.00
035-127-402	0.08	\$ 142,000.00
035-127-407	0.08	\$ 160,800.00
035-127-408	0.24	\$ 259,300.00
035-127-412	0.12	\$ 159,800.00
035-127-449	0.18	\$ 236,000.00
035-127-477	0.05	\$ 169,300.00
035-127-483	0.07	\$ 233,400.00
040-149-018	0.18	\$ 139,600.00
043-155-121	0.75	\$ 160,500.00
043-155-127	0.63	\$ 189,400.00
034-111-046	1.60	\$ 325,800.00
010-127-108	4.77	\$ 383,700.00
031-127-238	0.64	\$ 159,600.00
031-127-261	1.89	\$ 638,900.00
031-127-280	2.05	\$ 730,100.00
040-127-611	0.46	\$ 284,700.00
035-187-096	0.5	\$ 267,500.00
040-127-634	0.52	\$ 209,000.00
039-155-076	2.47	\$ 1,040,600.00
048-166-021	2.20	\$ 805,400.00
045-123-019	17.10	\$ 877,400.00
039-153-044	1.00	\$ 790,900.00

044-057-059	0.96	\$ 133,000.00
035-073-016	0.96	\$ 223,300.00
034-111-028	0.23	\$ 45,800.00
034-111-034	0.86	\$ 298,400.00
030-111-064	0.51	\$ 94,900.00
030-111-068	0.35	\$ 235,500.00
030-111-078	1.80	\$ 361,000.00
031-127-213	3.33	\$ 593,700.00
035-127-581	0.17	\$ 73,800.00
048-127-724	0.59	\$ 265,800.00
051-127-792	1.40	\$ 306,900.00
040-149-030	0.27	\$ 110,000.00
040-149-043	4.90	\$ 2,934,600.00
043-155-129	4.94	\$ 298,200.00
048-166-027	0.55	\$ 103,000.00
048-166-030	3.99	\$ 323,900.00
048-166-038	0.55	\$ 164,500.00
035-167-036	3.45	\$ 181,200.00
031-169-018	0.05	\$ 25,900.00
048-184-033	1.7	\$ 226,600.00
050-409-027	0.64	\$ 74,600.00
035-187-087	0.83	\$ 112,700.00
035-187-090	0.45	\$ 70,600.00
035-187-103	1.8	\$ 159,300.00
051-127-782	1.40	\$ 444,700.00
044-010-005	0.31	\$ 38,500.00
044-010-006	0.2	\$ 24,500.00
035-015-006	0.07	\$ 29,000.00
040-015-009	0.28	\$ 100,800.00
031-031-008	0.42	\$ 146,200.00
031-031-009	0.21	\$ 97,300.00

044-057-039	0.34	\$ 65,100.00
044-061-013	0.18	\$ 61,700.00
044-061-019	0.47	\$ 16,000.00
035-085-009	0.25	\$ 35,800.00
035-085-011	0.08	\$ 41,400.00
035-085-013	0.11	\$ 29,200.00
035-085-014	0.21	\$ 73,500.00
035-085-015	0.12	\$ 52,300.00
035-085-016	0.17	\$ 47,500.00
035-085-017	0.75	\$ 94,000.00
035-085-018	0.19	\$ 81,800.00
040-092-049	0.16	\$ 70,700.00
045-092-060	0.69	\$ 64,300.00
045-092-064	0.97	\$ 104,800.00
027-093-006	0.15	\$ 117,500.00
031-109-008	0.1	\$ 62,600.00
031-109-010	0.1	\$ 84,900.00
031-109-012	0.42	\$ 91,100.00
034-111-020	0.38	\$ 76,900.00
044-113-006	0.24	\$ 45,600.00
044-113-009	0.11	\$ 52,800.00
044-113-012	0.25	\$ 42,200.00
044-113-015	0.28	\$ 54,200.00
044-113-016	0.25	\$ 41,000.00
044-113-018	0.23	\$ 78,500.00
044-113-024	0.44	\$ 50,700.00
044-113-026	0.34	\$ 62,800.00
044-113-028	0.31	\$ 29,700.00
044-113-029	0.28	\$ 58,400.00
044-113-030	0.31	\$ 79,400.00
044-113-033	0.15	\$ 44,300.00

044-113-035	0.09	\$ 41,000.00
027-127-162	1.13	\$ 96,000.00
027-127-170	0.88	\$ 151,600.00
027-127-172	0.22	\$ 87,000.00
027-127-174	3.16	\$ 203,000.00
027-127-180	0.49	\$ 90,200.00
027-127-192	0.33	\$ 109,500.00
027-127-193	0.26	\$ 119,500.00
027-127-194	0.23	\$ 88,100.00
027-127-198	0.60	\$ 136,900.00
027-127-200	0.21	\$ 105,800.00
027-127-204	0.84	\$ 108,900.00
044-127-685	0.12	\$ 41,700.00
044-127-689	0.19	\$ 36,900.00
044-127-691	0.18	\$ 36,500.00
048-127-759	0.38	\$ 202,100.00
027-131-014	0.26	\$ 79,600.00
040-133-012	0.36	\$ 77,500.00
035-137-011	0.14	\$ 50,300.00
035-137-017	0.33	\$ 104,900.00
035-137-023	0.14	\$ 83,900.00
035-137-028	0.17	\$ 84,800.00
035-137-030	0.22	\$ 62,500.00
035-137-032	0.20	\$ 67,500.00
035-137-048	0.44	\$ 131,400.00
038-137-050	0.21	\$ 94,500.00
034-137-053	0.23	\$ 61,000.00
034-137-057	0.22	\$ 96,000.00
045-149-092	0.59	\$ 68,700.00
045-149-106	0.90	\$ 40,800.00
045-149-112	1.00	\$ 96,600.00

045-149-129	0.12	\$ 95,300.00
045-149-135	0.22	\$ 61,700.00
039-153-038	0.31	\$ 98,300.00
039-153-043	0.09	\$ 65,200.00
035-155-005	0.04	\$ 28,500.00
035-155-007	0.08	\$ 29,400.00
035-155-015	0.19	\$ 58,400.00
039-155-021	0.23	\$ 88,600.00
039-155-023	0.25	\$ 79,800.00
039-155-029	0.60	\$ 100,500.00
039-155-033	0.53	\$ 137,100.00
039-155-037	0.15	\$ 88,900.00
039-155-039	0.09	\$ 69,100.00
039-155-046	0.29	\$ 56,500.00
039-155-057	0.12	\$ 64,400.00
039-155-059	0.08	\$ 54,300.00
039-155-061	0.37	\$ 52,900.00
039-155-063	0.24	\$ 79,700.00
043-155-095	0.26	\$ 69,900.00
043-155-097	0.26	\$ 20,200.00
043-155-125	0.6	\$ 100,500.00
031-161-009	0.2	\$ 58,500.00
031-161-010	0.22	\$ 58,100.00
031-169-006	0.37	\$ 115,800.00
031-169-007	0.19	\$ 52,700.00
031-169-010	0.21	\$ 44,200.00
031-169-012	0.15	\$ 85,800.00
040-181-028	0.06	\$ 45,700.00
035-187-086	0.16	\$ 52,500.00
040-189-011	0.15	\$ 65,100.00
040-189-015	0.22	\$ 41,200.00

044-196-006	0.14	\$ 38,200.00
044-196-007	0.24	\$ 47,900.00
044-196-008	0.14	\$ 44,100.00
044-196-009	0.24	\$ 55,300.00
044-196-010	0.14	\$ 43,600.00
044-196-011	0.29	\$ 92,700.00
044-196-012	0.14	\$ 49,100.00
044-196-013	0.23	\$ 86,900.00
044-196-018	0.39	\$ 143,800.00
039-197-038	0.12	\$ 92,500.00
039-197-040	0.14	\$ 65,400.00
028-199-001	0.52	\$ 150,300.00
010-199-100	29.09	\$ 342,800.00
035-204-004	0.22	\$ 106,800.00
035-204-010	0.18	\$ 58,400.00
035-204-014	0.18	\$ 28,300.00
035-204-016	0.18	\$ 105,200.00
040-215-032	0.45	\$ 86,300.00
040-215-034	0.21	\$ 49,300.00
040-215-036	0.21	\$ 56,900.00
040-215-041	0.14	\$ 43,000.00
040-215-042	0.21	\$ 84,100.00
040-215-043	0.14	\$ 50,000.00
040-215-044	0.21	\$ 52,600.00
040-215-046	0.21	\$ 75,800.00
012-331-057	0.57	\$ 88,100.00
031-317-012	0.18	\$ 446,700.00
035-041-017	0.63	\$ 219,000.00
035-127-508	0.29	\$ 1,011,100.00
031-317-024	7.26	\$ 50,100.00
049-057-075	4.4	\$ 217,000.00

012-331-046	21.48	\$ 75,600.00
040-092-053	0.28	\$ 65,300.00
040-092-057	0.27	\$ 24,500.00
014-127-843	2.22	\$ 72,300.00
012-127-850	1.26	\$ 12,500.00
040-149-072	0.22	\$ 18,100.00
049-149-153	3.55	\$ 649,800.00
049-149-153-001	0	\$ 14,300.00
045-149-101	8.8	\$ 35,800.00
045-149-101-001	0	\$ 25,300.00
031-171-004	3.07	\$ 373,800.00
031-171-005	0.15	\$ 13,700.00
050-409-039	1.10	\$ 133,900.00
049-188-060	2.3	\$ 249,700.00
049-188-030-001	0	\$ 33,200.00
040-215-039	0.14	\$ 30,900.00
031-127-221	3.00	\$ 117,000.00
035-111-015	1.54	\$ 184,900.00
034-111-051	1.10	\$ 256,500.00
034-111-052	1.00	\$ 776,400.00
030-111-055	0.40	\$ 64,600.00
030-111-071	0.40	\$ 81,500.00
030-111-072	0.38	\$ 172,500.00
030-111-077	0.40	\$ 197,700.00
031-127-247	3.36	\$ 741,000.00
040-127-621	0.27	\$ 96,700.00
040-127-642	0.28	\$ 180,000.00
048-127-729	3.67	\$ 280,000.00
051-127-786	1.40	\$ 240,000.00
040-149-051	4.00	\$ 393,600.00
039-155-050	1.33	\$ 174,900.00

048-166-052	1.60	\$ 653,400.00
040-181-017	0.21	\$ 72,100.00
051-184-065	1.90	\$ 593,100.00
039-187-043	1.5	\$ 386,200.00
031-127-243	0.22	\$ 154,300.00
035-155-017	0.23	\$ 80,100.00
035-085-007-001	0	\$ 1,200.00
035-085-007	0.12	\$ 72,100.00
Roadways	93.71	\$ 0.00
TOTAL:	923.9	\$147,955,100.00

Exhibit D-1

(TIF Revenue Projections)

Captured Assessed Value & TIF Revenue Projections

Presque Isle Downtown Omnibus Municipal Development TIF District

Fiscal Year (Jan-Dec)	TIF Year	Original Assessed Value	Projected Increased Assessed Value	Projected Captured Assessed Value	Percent of Value Captured in TIF	Estimated Assessment Ratio	TIF District Projected Captured Assessed Value	Projected Mil Rate 2019: 24.99	Projected Total TIF Revenue
2021	1	\$147,955,100	\$156,965,566	\$9,010,466	100%	100%	\$9,010,466	24.99	\$225,172
2022	2	\$147,955,100	\$161,674,533	\$13,719,433	100%	100%	\$13,719,433	24.99	\$342,849
2023	3	\$147,955,100	\$166,524,769	\$18,569,669	100%	100%	\$18,569,669	24.99	\$464,056
2024	4	\$147,955,100	\$171,520,512	\$23,565,412	100%	100%	\$23,565,412	24.99	\$588,900
2025	5	\$147,955,100	\$176,666,127	\$28,711,027	100%	100%	\$28,711,027	24.99	\$717,489
2026	6	\$147,955,100	\$181,966,111	\$34,011,011	100%	100%	\$34,011,011	24.99	\$849,935
2027	7	\$147,955,100	\$187,425,094	\$39,469,994	100%	100%	\$39,469,994	24.99	\$986,355
2028	8	\$147,955,100	\$193,047,847	\$45,092,747	100%	100%	\$45,092,747	24.99	\$1,126,868
2029	9	\$147,955,100	\$198,839,282	\$50,884,182	100%	100%	\$50,884,182	24.99	\$1,271,596
2030	10	\$147,955,100	\$204,804,461	\$56,849,361	100%	100%	\$56,849,361	24.99	\$1,420,666
2031	11	\$147,955,100	\$210,948,595	\$62,993,495	100%	100%	\$62,993,495	24.99	\$1,574,207
2032	12	\$147,955,100	\$217,277,052	\$69,321,952	100%	100%	\$69,321,952	24.99	\$1,732,356
2033	13	\$147,955,100	\$223,795,364	\$75,840,264	100%	100%	\$75,840,264	24.99	\$1,895,248
2034	14	\$147,955,100	\$230,509,225	\$82,554,125	100%	100%	\$82,554,125	24.99	\$2,063,028
2035	15	\$147,955,100	\$237,424,502	\$89,469,402	100%	100%	\$89,469,402	24.99	\$2,235,840
2036	16	\$147,955,100	\$244,547,237	\$96,592,137	100%	100%	\$96,592,137	24.99	\$2,413,837
2037	17	\$147,955,100	\$251,883,654	\$103,928,554	100%	100%	\$103,928,554	24.99	\$2,597,175
2038	18	\$147,955,100	\$259,440,163	\$111,485,063	100%	100%	\$111,485,063	24.99	\$2,786,012
2039	19	\$147,955,100	\$267,223,368	\$119,268,268	100%	100%	\$119,268,268	24.99	\$2,980,514
2040	20	\$147,955,100	\$275,240,069	\$127,284,969	100%	100%	\$127,284,969	24.99	\$3,180,851
2041	21	\$147,955,100	\$283,497,271	\$135,542,171	100%	100%	\$135,542,171	24.99	\$3,387,199
2042	22	\$147,955,100	\$292,002,190	\$144,047,090	100%	100%	\$144,047,090	24.99	\$3,599,737
2043	23	\$147,955,100	\$300,762,255	\$152,807,155	100%	100%	\$152,807,155	24.99	\$3,818,651
2044	24	\$147,955,100	\$309,785,123	\$161,830,023	100%	100%	\$161,830,023	24.99	\$4,044,132
2045	25	\$147,955,100	\$319,078,677	\$171,123,577	100%	100%	\$171,123,577	24.99	\$4,276,378
2046	26	\$147,955,100	\$328,651,037	\$180,695,937	100%	100%	\$180,695,937	24.99	\$4,515,591
2047	27	\$147,955,100	\$338,510,568	\$190,555,468	100%	100%	\$190,555,468	24.99	\$4,761,981
2048	28	\$147,955,100	\$348,665,885	\$200,710,785	100%	100%	\$200,710,785	24.99	\$5,015,763
2049	29	\$147,955,100	\$359,125,862	\$211,170,762	100%	100%	\$211,170,762	24.99	\$5,277,157
2050	30	\$147,955,100	\$369,899,638	\$221,944,538	100%	100%	\$221,944,538	24.99	\$5,546,394

30-year total: \$75,695,935
30-year average: \$2,523,198

Assumptions:

1. Projections show anticipated increased assessed values, captured assessed values and TIF revenues provided by Cty Assessor based on general predictions of expected growth in the District.
2. Assumes a 30-year district term.
3. Projections assume a flat mil rate of 24.99.
4. Assumes 100% of the increased assessed value is captured in the District and available for municipal project costs.
5. Projections are much less likely to be accurate farther into the future and are for demonstrative purposes only.

Exhibit D-2

(Tax Shift Projections)

Tax Shift Benefits

Presque Isle Downtown Omnibus Municipal Development TIF District

Fiscal Year	TIF Year	State Aid to Education Shift	County Tax Benefit	State Revenue Sharing Benefit	Local Education Contribution	Total Tax Shift Benefit
2021	1	-	-	-	-	-
2022	2	-	-	-	-	-
2023	3	-	\$11,371	\$27,888	-	\$39,259
2024	4	\$73,706	\$17,299	\$42,121	\$8,316	\$141,441
2025	5	\$112,225	\$23,393	\$56,544	\$12,586	\$204,748
2026	6	\$151,900	\$29,659	\$71,154	\$16,931	\$269,644
2027	7	\$192,765	\$36,102	\$85,949	\$21,351	\$336,166
2028	8	\$234,856	\$42,724	\$100,924	\$25,846	\$404,351
2029	9	\$278,210	\$49,533	\$116,078	\$30,417	\$474,237
2030	10	\$322,865	\$56,531	\$131,406	\$35,062	\$545,863
2031	11	\$368,859	\$63,724	\$146,904	\$39,781	\$619,268
2032	12	\$416,233	\$71,117	\$162,570	\$44,575	\$694,494
2033	13	\$465,028	\$78,715	\$178,397	\$49,443	\$771,583
2034	14	\$515,287	\$86,523	\$194,382	\$54,385	\$850,577
2035	15	\$567,054	\$94,546	\$210,521	\$59,399	\$931,520
2036	16	\$620,373	\$102,791	\$226,808	\$64,486	\$1,014,458
2037	17	\$675,293	\$111,262	\$243,237	\$69,644	\$1,099,436
2038	18	\$731,860	\$119,965	\$259,805	\$74,873	\$1,186,502
2039	19	\$790,124	\$128,905	\$276,504	\$80,172	\$1,275,705
2040	20	\$850,136	\$138,089	\$293,330	\$85,540	\$1,367,095
2041	21	\$911,948	\$147,523	\$310,276	\$90,977	\$1,460,723
2042	22	\$975,614	\$157,211	\$327,336	\$96,480	\$1,556,642
2043	23	\$1,041,191	\$167,162	\$344,504	\$102,049	\$1,654,905
2044	24	\$1,108,735	\$177,380	\$361,773	\$107,682	\$1,755,570
2045	25	\$1,178,305	\$187,872	\$379,137	\$113,378	\$1,858,692
2046	26	\$1,249,963	\$198,644	\$396,588	\$119,136	\$1,964,330
2047	27	\$1,323,770	\$209,703	\$414,120	\$124,954	\$2,072,546
2048	28	\$1,399,791	\$221,056	\$431,725	\$130,830	\$2,183,401
2049	29	\$1,478,093	\$232,709	\$449,396	\$136,763	\$2,296,960
2050	30	\$1,558,744	\$244,668	\$467,126	\$142,750	\$2,413,289
2051		\$1,641,814	\$256,942	\$484,908	\$148,791	\$2,532,455
2052		\$1,727,377	\$269,536	\$502,733	\$154,883	\$2,654,529
2053		\$1,815,506	-	-	\$161,023	\$1,976,530
Totals:		\$23,411,095	\$3,732,653	\$7,694,144	\$2,402,501	\$37,240,392

Assumptions:

1. Data sources include the 2019 mil rate reported by the City, Aroostook County's 2020 Tax Allocation, the State Treasurer's Office Municipal Revenue Sharing projections for FY 2021 07/01/20-06/30/21 Published 08/03/20, and the Maine Department of Education 07/22/20 2020-2021 ED 279 form for RSU 79 / MSAD 1 as well as EM-F-46 form for budget year 20/21.
2. Tax shift losses are comprised of declining subsidies in revenue sharing and increasing obligations to pay county taxes. Tax shift losses occur a couple of years following the year in which the new assessed value is first recognized in the assessment. No tax shift losses occur when a TIF captures all of the new value.
3. These projections assume that the formulas and general inputs for state subsidies and county taxes do not change over time and they assume that all other values in other communities are static relative to one another except for the new value assessed. The projections are less likely to be accurate farther into the future.
4. Assumes the assessment ratio in the City is 100% when new property value arrives, such that the market value of new property is used for assessment purposes.
5. The projections above assume that no tax increment financing district is put in place, thus the mil rate is reduced by the influx of new value in the City. This analysis factors in tax shift impacts resulting from the project's new assessed value into future commitments and mil rate calculations to arrive at projected property tax payments.

Exhibit E

(Public Hearing Notice)

**NOTICE OF PUBLIC HEARINGS
CITY OF PRESQUE ISLE**

Regarding

The Downtown Redevelopment Plan

And

**A Municipal Development and Tax Increment Financing District To Be Known As
The Presque Isle Downtown Omnibus Municipal Development and
Tax Increment Financing District**

Notice is hereby given that the Presque Isle City Council will hold public hearings on

October 7, 2020

at the

City Council Chambers, 12 Second Street, Presque Isle, Maine

The Public Hearing will be at 6:00 p.m.

The purpose of one public hearing is to receive public comments on the adoption of the City's proposed Downtown Redevelopment Plan. The Downtown Redevelopment Plan was created to identify public infrastructure and aesthetic improvement projects for Presque Isle's Downtown area while also addressing the challenges of revitalization efforts in Maine. The focus area for this plan centers around the Downtown areas of Presque Isle specifically the major transportation arterials of Main Street, Maysville Road, Chapman Road, State Road, Parsons Road, Industrial Street, and other minor arterial roadways that converge into the Downtown. The Plan is an update to a 2009 edition.

The purpose of the other public hearing is to receive public comments on the designation of the municipal development and tax increment financing district and the adoption of a development program for the Downtown Omnibus District pursuant to the provisions of Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended.

The proposed municipal development and tax increment financing district consists of approximately 923.9 acres of property located in the Presque Isle Downtown area. The City plans to use TIF revenues from this Downtown Omnibus District for a number of projects, including, but not limited to, establishing a façade grant program for downtown storefronts, funding trail construction and maintenance, improving sidewalks, streetscapes, and roads in the downtown area, and redeveloping Riverside Drive into a pedestrian promenade.

Copies of relevant materials will be on file at the City offices during normal business hours in advance of the public hearing. The proposed Downtown Plan and Presque Isle Downtown Omnibus Development Program will also be available at presqueislemaine.gov and

can also be obtained by calling the Department of Economic & Community Development at 207-760-2727 during normal business hours and requesting that a copy be mailed to you. All interested persons are invited to participate in the public hearings and will be given an opportunity to be heard.

Public comments will be taken at the hearings and written comments should be submitted to gweibley@presqueisleme.us. Written comments will be accepted until October 6, 2020.

Exhibit F

(Public Hearing Minutes)

Exhibit G

(City Council Order)

EXHIBIT G
CITY OF PRESQUE ISLE, MAINE
CITY COUNCIL ORDER

WHEREAS, the City of Presque Isle (the “City”) is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended (the “Act”), to designate tax increment financing districts and adopt development programs for such districts; and

WHEREAS, in order to designate a “downtown” tax increment financing district, the Act requires such district to be related to the City’s downtown revitalization plan (the “Downtown Redevelopment Plan”) that describes the City’s comprehensive plan for the physical and economic redevelopment of its downtown.

WHEREAS, designating the Presque Isle Downtown Omnibus Municipal Development and Tax Increment Financing District (the “District”) and adopting the District’s development program (the “Development Program”) will help to provide new employment opportunities within the City, provide opportunities for economic development in the City and the surrounding region, improve and broaden the tax base in the City and improve the economy of the City and the State of Maine; and

WHEREAS, the City has held a public hearing on the question of designating the District and adopting the Development Program in accordance with the requirements of 30-A M.R.S.A. Section 5226, upon at least ten (10) days prior notice published in a newspaper of general circulation within the City; and

WHEREAS, the City shall vote whether to designate the District and adopt the Development Program; and

WHEREAS, it is expected that approval will be sought and obtained from the State of Maine Department of Economic and Community Development, approving the amendments to the District and Development Program.

NOW, THEREFORE BE IT HEREBY RESOLVED BY THE CITY:

Section 1. The City hereby approves the Presque Isle Downtown Omnibus Municipal Development and Tax Increment Financing District and the Development Program therefor; such approval to be pursuant to the following findings, terms and provisions:

Section 2. The City hereby finds and determines the following, demonstrating the District’s compliance with State statute:

- (a) The designation of the District and adoption of the related Development Program will make a contribution to the economic growth and well-being of the City of Presque Isle and the surrounding region, and will contribute to the betterment of the health, welfare and safety of the inhabitants of the City of Presque Isle, including a broadened and

improved tax base and economic stimulus, and therefore constitutes a good and valid public purpose.

(b) The City has considered all evidence, if any, presented to it with regard to any adverse economic effect on or detriment to any existing business and has found and determined that such adverse economic effect on or detriment to any existing business, if any, is outweighed by the contribution expected to be made through the District and the Development Program. Pursuant to Title 30-A M.R.S.A. Section 5223(3)(D), downtown tax increment financing districts are exempt from certain statutory requirements and thresholds, including valuation and acreage caps.

Section 3. Pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, the City hereby adopts the Development Program presented to City Meeting in the form attached hereto and such Development Program is hereby incorporated by reference into this vote as the Development Program for the District.

Section 4. The City Manager or his or her duly-appointed representative, be and hereby is authorized, empowered and directed to submit the proposed designation of the District and the proposed Development Program for the District to the State of Maine Department of Economic and Community Development for review and approval pursuant to the requirements of 30-A M.R.S.A. Section 5226.

Section 5. The City Manager or his or her duly-appointed representative, be and hereby is authorized and empowered, to make such revisions to the Development Program as he/she, or his/her duly appointed representative, deems reasonably necessary or convenient in order to facilitate the process for review and approval of the District by the State of Maine Department of Economic and Community Development, or for any other reason, so long as such revisions are not inconsistent with this article or the basic structure and intent of the Development Program.

Section 6. The foregoing designation of the District and adoption of the Development Program shall automatically become final and shall take full force and effect upon receipt by the City of approval of the designation of the District and adoption of the Development Program by the State of Maine Department of Economic and Community Development, without requirement of further action by the City, the City Council, or any other party.

**NOTICE OF PUBLIC HEARINGS
CITY OF PRESQUE ISLE**

Regarding

The Downtown Redevelopment Plan

And

**A Municipal Development and Tax Increment Financing District To Be Known As
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Copies of relevant materials will be on file at the City offices during normal business hours in advance of the public hearing. The proposed Downtown Plan and Presque Isle Downtown Omnibus Development Program will also be available at presqueislemaine.gov and can also be

obtained by calling the Department of Economic & Community Development at 207-760-2727 during normal business hours and requesting that a copy be mailed to you. All interested persons are invited to participate in the public hearings and will be given an opportunity to be heard.

Public comments will be taken at the hearings and written comments should be submitted to gweibley@presqueisleme.us. Written comments will be accepted until October 6, 2020.

PRESQUE ISLE CITY COUNCIL MEETING

For:

October 7, 2020

AGENDA ITEM # 5

SUBJECT

PUBLIC HEARING: Special Permit for Automobile Graveyard
Permit for Paul Jalbert d/b/a Jalbert Auto & Salvage, 204
Chapman Road

INFORMATION

- 1) Application
- 2) Public Hearing Notice

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by
Councilor _____ to approve a Special Permit for
Automobile Graveyard Permit for Paul Jalbert d/b/a Jalbert
Auto & Salvage, 204 Chapman Road.

NOTE: An individual recycling business application must be completed separately.

APPLICATION FOR AUTOMOBILE GRAVEYARD AND/OR JUNKYARD PERMIT

Please circle type of application: Automobile Graveyard OR Junkyard

Tentative Date of Hearing: **October 7, 2020** Application Received _____

Time of Hearing **6:00 PM** Place of Hearing: **CITY HALL** Permit Number _____

Fee Paid \$ _____ Notification sent by: **MAIL - AUGUST 27, 2020**

To the City of Presque Isle, County of Aroostook, Maine, I/We Paul Jalbert
Jalbert Auto hereby make application (in quadruplicate) for a permit to
establish, operate, maintain an Automobile Graveyard, and/or Junkyard at the following
described location and in accordance with the provisions of Title 30-A, Sections 3751 to 3760,
Chapter 183.

Answer all questions in full.

1. Give location: 204 Chapman Rd. Presque Isle
2. Is this application made by or for a company, partnership, corporation, or individual?
Company
3. Is this property leased? No Property Owned by: Paul Jalbert
Address: 255 Inlet Rd. Squapan Lake TIR 4
4. How is "yard" screened? - Fence? (Type) Tin & Chain Height 10'-12'
Trees? (Type) aspen Embankment? _____ Gully? _____ Hill? _____ Other? _____
5. How far is edge of "yard" from the edge of the "right-of-way"? 90' Northside 25' south side
6. Can junk be seen from any part of highway? Yes _____ No _____
7. Was Junkyard Law, Requirements and Fees explained to you? Yes X No _____
8. Is any portion of this "yard" on public property? Yes _____ No X
9. Is "yard" within 300 feet of a Public Park, Public Playground, Public Bathing Beach,
School, Church, Cemetery or Private and Public Water Supply? Yes _____ No X
10. When was "yard" established? 1955 By Whom? Beryl Kenney
11. When was last permit issued? 10/2019 To Whom? Paul Jalbert - Jalbert Auto

The undersigned certifies that the above information is true and correct to the best of his/her
knowledge and that he/she is the owner or agent of the property or that he/she has been duly
authorized by the owner to make this application and to receive the permit under the law.

Signed by: Elen [Signature] For: Jalbert Auto
Name of Company, Corporation, Partnership, Indiv.

Address: 204 Chapman Rd. Phone #: (207) 764-0145
Presque Isle, ME 04769

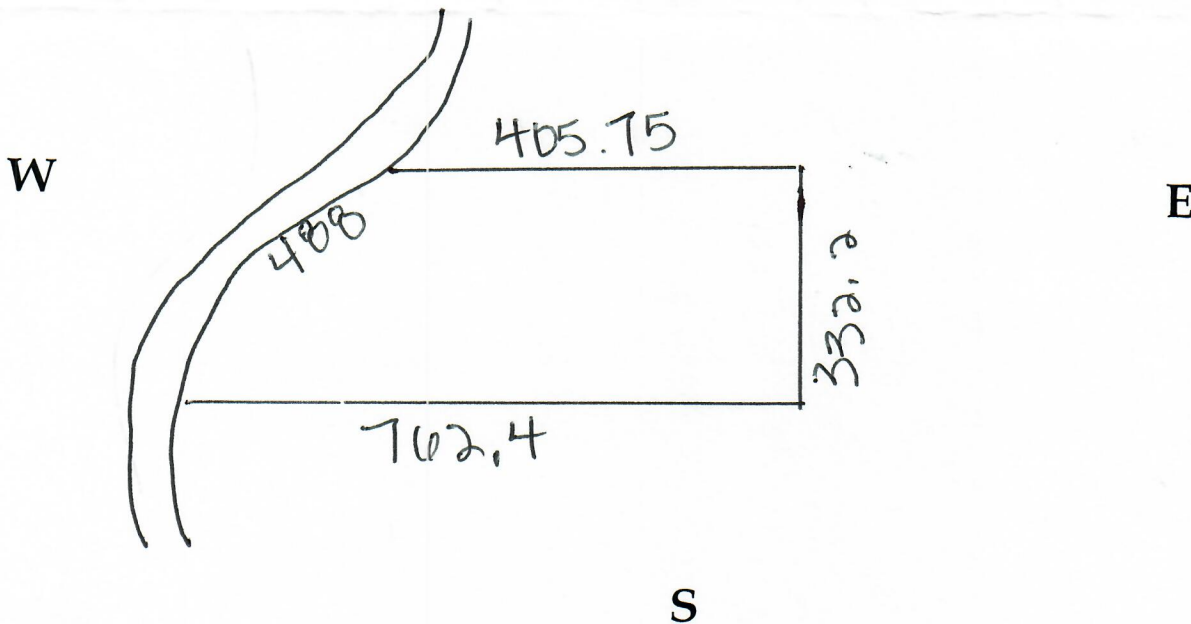
Attach or draw below a detailed site plan of "yard". Show footage of all sides and location in relationship to adjacent properties. Show distance (in feet) from edge of "yard" to the edge of the "right-of-way". Fill in Route Number or Local Road Name, Name of nearest City/Town in each direction, distance from nearest intersection, bridge or other known reference point.

Tax Map No. 37

Lot No. 204

Zone AF2(?)

N



An inspection of the site, as described herein, has been conducted and meets all applicable state and local standards.

George Howe
Code Enforcement Officer's Signature

- 1 copy of Application to City
- 1 copy of Application to Applicant
- 1 copy of Application to Department of Transportation, Augusta
- 1 copy of Application to Bureau of Motor Vehicles, Dealer Section

NOTICE OF PUBLIC HEARING CITY OF PRESQUE ISLE

NOTICE IS HEREBY given that the Presque Isle City Council will hold a **PUBLIC HEARING** on **October 7, 2020 at 6:00 PM** in the City Council Chambers, City Hall at 12 Second Street

1. To solicit comments on the approval of a Taxi Service License for: **Tommie Plourde, d/b/a Tom's Taxi with a business address of 579 Aroostook Rd., Fort Kent.**
2. On the proposed changes to: **Chapter 59A – Adult Use and Medical Marijuana Business Ordinance**
3. 2020/2021 renewal for Automobile Graveyard and/or Junkyard Permits for:
Timothy Cowett, d/b/a C.A.R. Parts, (Auto Graveyard and Junkyard) located at 75 Davis Street and 250 Fort Road, and Paul Jalbert, d/b/a Jalbert Auto & Salvage, (Automobile Graveyard) located at 204 Chapman Road.
4. To consider amending **Chapter 48 General Assistance Ordinance Appendices A - D.**
5. **To consider approval of a Liquor License and Special Permit for Music, Dancing, and Entertainment for: Bethany Graves d/b/a Lotus Lounge, 149 State Street**

The public may attend the public hearing or submit written comments. You can obtain more information by contacting the City Clerk's Office at City Hall, 12 Second Street, Presque Isle, ME 04769 or by calling 760-2720.

Per Order of the City Council
Thomas C. King
City Clerk

Published on: September 23, 2020.

PRESQUE ISLE CITY COUNCIL MEETING

For:

October 7, 2020

AGENDA ITEM # 6

SUBJECT

PUBLIC HEARING: Special Permit for Automobile Graveyard/Junkyard Permit for Cowett's Used Auto Parts, d/b/a C.A.R. Parts 75 Davis Street and 259 Fort Road

INFORMATION

- 1) Application
- 2) Public Hearing Notice

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by Councilor _____ to approve a Special Permit for Automobile Graveyard/Junkyard Permit for Cowett's Used Auto Parts, d/b/a C.A.R. Parts 75 Davis Street and 259 Fort Road.

NOTE: An individual recycling business application must be completed separately.

APPLICATION FOR AUTOMOBILE GRAVEYARD AND/OR JUNKYARD PERMIT

Please circle type of application: Automobile Graveyard OR Junkyard

Tentative Date of Hearing: **October 7, 2020** Application Received _____

Time of Hearing **6:00 PM** Place of Hearing: **CITY HALL** Permit Number _____

Fee Paid \$ _____ Notification sent by: **MAIL - AUGUST 27, 2020**

To the City of Presque Isle, County of Aroostook, Maine, I/We Cowett's Used Auto Parts d/b/a CAR Parts hereby make application (in quadruplicate) for a permit to establish, operate, maintain an Automobile Graveyard, and/or Junkyard at the following described location and in accordance with the provisions of Title 30-A, Sections 3751 to 3760, Chapter 183.

Answer all questions in full.

1. Give location: 259 Fort Road
2. Is this application made by or for a company, partnership, corporation, or individual?
3. Is this property leased? No Property Owned by: Timothy Cowett
Address: 75 Davis St. Presque Isle ME 04769
4. How is "yard" screened? - Fence? (Type) Wooden Height 12 ft.
Trees? (Type) Fir Embankment? _____ Gully? X Hill? _____ Other? _____
5. How far is edge of "yard" from the edge of the "right-of-way"? 1000 ft.
6. Can junk be seen from any part of highway? Yes _____ No X
7. Was Junkyard Law, Requirements and Fees explained to you? Yes X No _____
8. Is any portion of this "yard" on public property? Yes _____ No X
9. Is "yard" within 300 feet of a Public Park, Public Playground, Public Bathing Beach, School, Church, Cemetery or Private and Public Water Supply? Yes _____ No X
10. When was "yard" established? 1984 By Whom? _____
11. When was last permit issued? 2019 To Whom? Timothy Cowett / Cowett's Used Auto Parts d/b/a CAR Parts

The undersigned certifies that the above information is true and correct to the best of his/her knowledge and that he/she is the owner or agent of the property or that he/she has been duly authorized by the owner to make this application and to receive the permit under the law.

Signed by: Timothy A Hamlin Cowett for: Cowett's Used Auto Parts d/b/a CAR Parts
Name of Company, Corporation, Partnership, Individ.

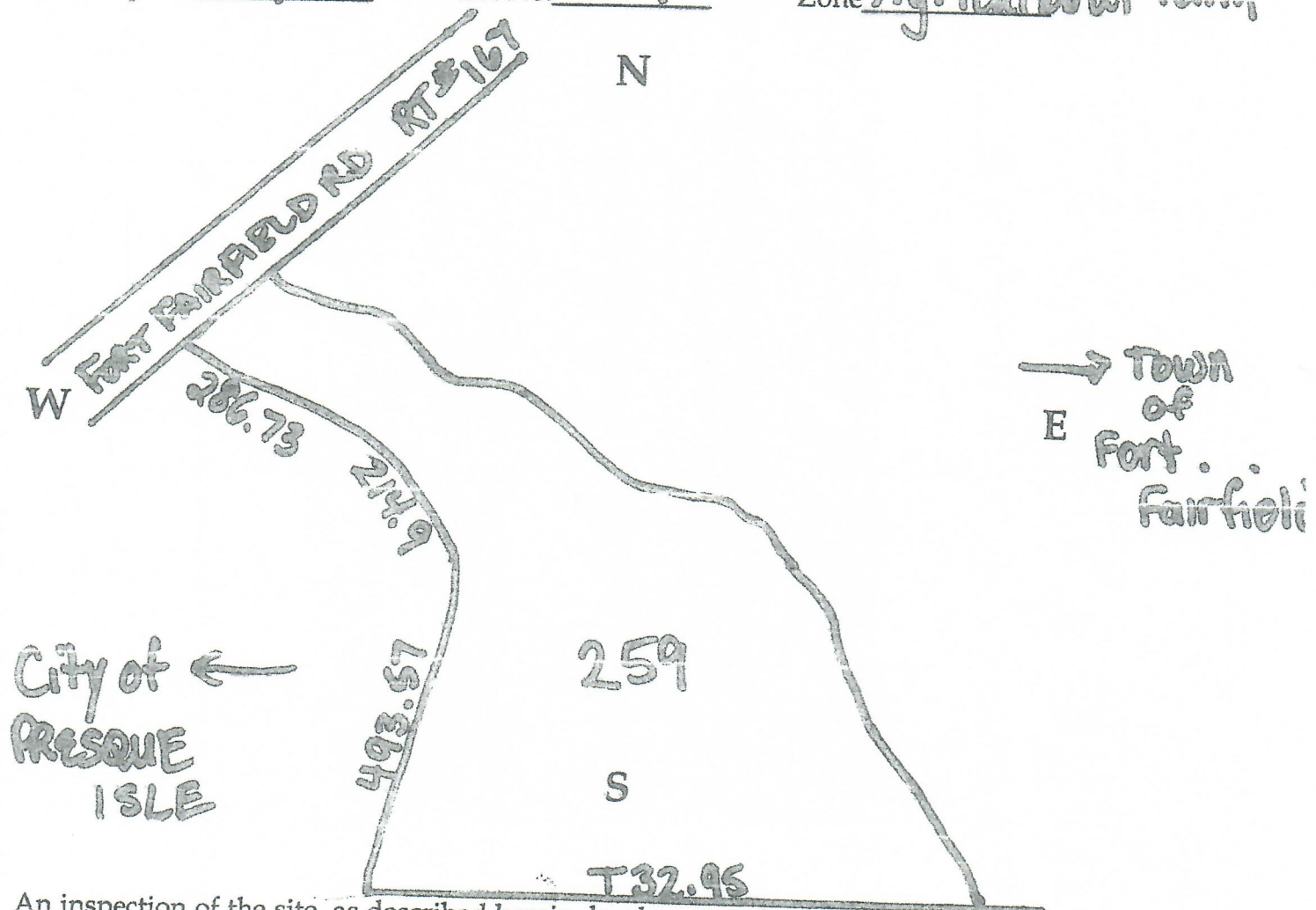
Address: 75 Davis St. Presque Isle ME Phone #: 551-3408

Attach or draw below a detailed site plan of "yard". Show footage of all sides and location in relationship to adjacent properties. Show distance (in feet) from edge of "yard" to the edge of the "right-of-way". Fill in Route Number or Local Road Name, Name of nearest City/Town in each direction, distance from nearest intersection, bridge or other known reference point.

Tax Map No. 16

Lot No. 259

Zone Agricultural Farm



An inspection of the site, as described herein, has been conducted and meets all applicable state and local standards.

George H. H. H.
Code Enforcement Officer's Signature

- 1 copy of Application to City
- 1 copy of Application to Applicant
- 1 copy of Application to Department of Transportation, Augusta
- 1 copy of Application to Bureau of Motor Vehicles, Dealer Section

NOTICE OF PUBLIC HEARING CITY OF PRESQUE ISLE

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1. To solicit comments on the approval of a Taxi Service License for: **Tommie Plourde, d/b/a Tom's Taxi with a business address of 579 Aroostook Rd., Fort Kent.**
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3. 2020/2021 renewal for Automobile Graveyard and/or Junkyard Permits for:
Timothy Cowett, d/b/a C.A.R. Parts, (Auto Graveyard and Junkyard) located at 75 Davis Street and 250 Fort Road, and Paul Jalbert, d/b/a Jalbert Auto & Salvage, (Automobile Graveyard) located at 204 Chapman Road.
4. To consider amending **Chapter 48 General Assistance Ordinance Appendices A - D.**
5. **To consider approval of a Liquor License and Special Permit for Music, Dancing, and Entertainment for: Bethany Graves d/b/a Lotus Lounge, 149 State Street**

The public may attend the public hearing or submit written comments. You can obtain more information by contacting the City Clerk's Office at City Hall, 12 Second Street, Presque Isle, ME 04769 or by calling 760-2720.

Per Order of the City Council
Thomas C. King
City Clerk

Published on: September 23, 2020.

PRESQUE ISLE CITY COUNCIL MEETING

For:

October 7, 2020

AGENDA ITEM # 7

SUBJECT

PUBLIC HEARING: Approval for a Taxi Cab License to
Tommie Plourde, d/b/a Tom's Taxi

INFORMATION

- 1) Application
- 2) Public Hearing Notice

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by
Councilor _____ to approve a Taxi Cab License to
Tommie Plourde, d/b/a Tom's Taxi.



CITY OF PRESQUE ISLE TAXI CAB SERVICE License Application

EXPIRATION DATE: MAY 1ST OF EACH YEAR

FEE: \$100.00 PER VEHICLE

NAME OF APPLICANT: Tommy Placida

HOME ADDRESS: P.O. Box 367 Fort Kent Me 04743

DATE OF BIRTH: 3/10/75 PLACE OF BIRTH: Fort Kent

TRADE NAME: _____ PHONE # 436-2447

OFFICE ADDRESS: P.O. Box 367 Fort Kent Me. 04743

DO YOU CARRY LIABILITY & PROPERTY DAMAGE INSURANCE? yes

NAME OF COMPANY: Tom's Taxi POLICY # _____

IS THIS A RENEWAL? no # OF CABS YOU OPERATE: 1

I HEREBY AGREE TO OPERATE THE ABOVE IN ACCORDANCE WITH THE LAWS OF
THE STATE AND THE ORDINANCES OF THE CITY.

DATE: _____ SIGNED: Tom Placida

I hereby certify that the above applicant has complied with Sections 1 and 2 of Chapter 12 -
Taxicab Ordinance.

City Clerk

Acted upon by the City Council on: _____

By vote of the City Council, the above application was: GRANTED DENIED

**CITY OF PRESQUE ISLE
TAXI CAB SERVICE
VEHICLE INFORMATION**

The form below must be filed out completely, signed by a State of Maine
inspection mechanic before license will be granted.

Date: 9-1-20

UNIT/CAB # _____

REGISTRATION # 17-110 SERIAL # 24KRL184X3A007773

MOTOR # _____ MAKE: Honda

YEAR: 2003 TYPE: van

BODY: Delasag COLOR: Red

H.P.: _____ CAPACITY: 6

LIGHTS, CONDITION: Good

BRAKES, FOOT _____ 2 WHEEL: _____ 4 WHEEL: _____

CONDITION: 25% Rear - 50% Front

BRAKES, HAND, CONDITION: ✓

STEERING GEAR, CONDITION: ✓

MIRRORS: ✓ WINDSHIELD WIPERS: ✓

HORN OR SIGNAL DEVICE: ✓

REAR SIGNAL LIGHT OR DEVICE: ✓

IS THIS VEHICLE IN GOOD MECHANICAL CONDITION? YES

IS THIS VEHICLE IN SUCH MECHANICAL CONDITION AS TO
GUARANTEE THE SAFE TRANSPORTATION OF PASSENGERS? Yes

STATE INSPECTION STATION: 1043

BY: [Signature]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/15/2020

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

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

PRODUCER FA Peabody Company P.O. Box 806 29 North St Houlton ME 04730		CONTACT NAME: Diane DuMont, ACSR, CISR PHONE (A/C, No, Ext): (207) 532-2291 E-MAIL ADDRESS: diane.dumont@fapeabody.com FAX (A/C, No): (207) 532-4474	
INSURED Tommie J Plourde, DBA: Tom's Taxi 579 Aroostook Rd Fort Kent ME 04743		INSURER(S) AFFORDING COVERAGE INSURER A: American Millennium Ins. Co. (AMIC) INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: Master 2020

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			TLME08881	07/21/2020	07/21/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Surcharges \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

2003 Honda 2HKRL186X3H009793

CERTIFICATE HOLDER

CANCELLATION

City of Presque Isle 12 2nd St Presque Isle ME 04769	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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NOTICE OF PUBLIC HEARING CITY OF PRESQUE ISLE

NOTICE IS HEREBY given that the Presque Isle City Council will hold a **PUBLIC HEARING** on **October 7, 2020 at 6:00 PM** in the City Council Chambers, City Hall at 12 Second Street

1. To solicit comments on the approval of a Taxi Service License for: **Tommie Plourde, d/b/a Tom's Taxi with a business address of 579 Aroostook Rd., Fort Kent.**
2. On the proposed changes to: **Chapter 59A – Adult Use and Medical Marijuana Business Ordinance**
3. 2020/2021 renewal for Automobile Graveyard and/or Junkyard Permits for:
Timothy Cowett, d/b/a C.A.R. Parts, (Auto Graveyard and Junkyard) located at 75 Davis Street and 250 Fort Road, and Paul Jalbert, d/b/a Jalbert Auto & Salvage, (Automobile Graveyard) located at 204 Chapman Road.
4. To consider amending **Chapter 48 General Assistance Ordinance Appendices A - D.**
5. **To consider approval of a Liquor License and Special Permit for Music, Dancing, and Entertainment for: Bethany Graves d/b/a Lotus Lounge, 149 State Street**

The public may attend the public hearing or submit written comments. You can obtain more information by contacting the City Clerk's Office at City Hall, 12 Second Street, Presque Isle, ME 04769 or by calling 760-2720.

Per Order of the City Council
Thomas C. King
City Clerk

Published on: September 23, 2020.

PRESQUE ISLE CITY COUNCIL MEETING

For:

October 7, 2020

AGENDA ITEM # 8

SUBJECT

PUBLIC HEARING: Approval for a Malt, Spirituous and Vinous Liquor License for Bethany Graves, d/b/a Lotus Lounge, with location of 149 State Street

INFORMATION

- 1) Application
- 2) Public Hearing Notice

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by Councilor _____ to approve a Malt, Spirituous and Vinous Liquor License for Bethany Graves, d/b/a Lotus Lounge, with location of 149 State Street.

STATE OF MAINE
BUREAU OF ALCOHOLIC BEVERAGES
APPLICATION FOR
SPECIAL PERMIT FOR MUSIC, DANCING AND ENTERTAINMENT

1. Business Name Lotus Lounge Phone # 407-618-6222

Address 149 State Street Presque Isle
Street City

2. Describe in detail kind and nature of entertainment:

dancing, band, dj

3. Describe in detail the room or rooms to be used under this permit:

The entire first floor.

Dated At 9/8/2020 On _____

This permit includes all types of entertainment, dancing is inclusive only if you have a dancing license issued by the State Fire Marshall's Office, Department of Public Safety.

\$20.00 Per Year – Single Dance

\$50.00 Per Year -- Dances

Betty Hurv
(Signature of Individual)

Make check payable to:

City of Presque Isle

(If partnership, by members)

\$50.00 Public Hearing Fee

(Name of Corporation)

THIS APPLICATION MUST BE APPROVED
BY THE MUNICIPAL OFFICERS OR COUNTY
COMMISSIONERS IN THE CASE OF
UNINCORPORATED PLACES

(Place Corporate Seal)

BY _____
(If a Corporation, by a duly authorized officer)

STATE OF MAINE

Aroostook County SS

Dated At _____, Maine On _____

The undersigned being Municipal Officers of the City of Presque Isle hereby approve the application in accordance with the provisions of Title 28A, Chapter 43, Licenses for the Sale of Liquor to be consumed on the Licensed Premises, §1054 Special permit for music, dancing or entertainment.



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

Application for an On-Premises License

All Questions Must Be Answered Completely. Please print legibly.

Division Use Only	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Payment Type:	
OK with SOS: Yes <input type="checkbox"/> No <input type="checkbox"/>	

Section I: Licensee/Applicant(s) Information;
Type of License and Status

Legal Business Entity Applicant Name (corporation, LLC):	Business Name (D/B/A): <u>Lotus Lounge</u>
Individual or Sole Proprietor Applicant Name(s): <u>Bethany Graves</u>	Physical Location: <u>149 State Street</u> <u>Presque Isle ME 04769</u>
Individual or Sole Proprietor Applicant Name(s):	Mailing address, if different:
Mailing address, if different from DBA address:	Email Address: <u>begrave622@gmail.com</u>
Telephone # Fax #: <u>407-618-6222</u>	Business Telephone # Fax #: <u>n/a</u>
Federal Tax Identification Number: <u>85-3074322</u>	Maine Seller Certificate # or Sales Tax #:
Retail Beverage Alcohol Dealers Permit:	Website address: <u>n/a</u>

1. New license or renewal of existing license? ☒ New Expected Start date: Nov 1, 2020
☐ Renewal Expiration Date: _____

2. The dollar amount of gross income for the licensure period that will end on the expiration date above:

Food: 20,000 Beer, Wine or Spirits: 150,000 Guest Rooms: _____

3. Please indicate the type of alcoholic beverage to be sold: (check all that apply)

☒ Malt Liquor (beer) ☒ Wine ☒ Spirits

4. Indicate the type of license applying for: (choose only one)

- | | | |
|--|--|---|
| <input type="checkbox"/> Restaurant
(Class I, II, III, IV) | <input type="checkbox"/> Class A Restaurant/Lounge
(Class XI) | <input checked="" type="checkbox"/> Class A Lounge
(Class X) |
| <input type="checkbox"/> Hotel
(Class I, II, III, IV) | <input type="checkbox"/> Hotel – Food Optional
(Class I-A) | <input type="checkbox"/> Bed & Breakfast
(Class V) |
| <input type="checkbox"/> Golf Course (included optional licenses, please check if apply)
(Class I, II, III, IV) | <input type="checkbox"/> Auxiliary | <input type="checkbox"/> Mobile Cart |
| <input type="checkbox"/> Tavern
(Class IV) | <input type="checkbox"/> Other: _____ | |
| <input type="checkbox"/> Qualified Caterer | <input type="checkbox"/> Self-Sponsored Events (Qualified Caterers Only) | |

Refer to Section V for the License Fee Schedule on page 9

5. Business records are located at the following address:

242 State Street Presque Isle ME 04769

6. Is the licensee/applicant(s) citizens of the United States? ☒ Yes ☐ No

7. Is the licensee/applicant(s) a resident of the State of Maine? ☒ Yes ☐ No

NOTE: Applicants that are not citizens of the United States are required to file for the license as a business entity.

8. Is licensee/applicant(s) a business entity like a corporation or limited liability company?

☐ Yes ☒ No If Yes, complete Section VII at the end of this application

9. For a licensee/applicant who is a business entity as noted in Section I, does any officer, director, member, manager, shareholder or partner have in any way an interest, directly or indirectly, in their capacity in any other business entity which is a holder of a wholesaler license granted by the State of Maine?

☐ Yes ☒ No

☐ Not applicable – licensee/applicant(s) is a sole proprietor

10. Is the licensee or applicant for a license receiving, directly or indirectly, any money, credit, thing of value, endorsement of commercial paper, guarantee of credit or financial assistance of any sort from any person or entity within or without the State, if the person or entity is engaged, directly or indirectly, in the manufacture, distribution, wholesale sale, storage or transportation of liquor.

☐ Yes ☒ No

If yes, please provide details: _____

11. Do you own or have any interest in any another Maine Liquor License? ☐ Yes ☒ No

If yes, please list license number, business name, and complete physical location address: (attach additional pages as needed using the same format)

Name of Business	License Number	Complete Physical Address

12. List name, date of birth, place of birth for all applicants including any manager(s) employed by the licensee/applicant. Provide maiden name, if married. (attach additional pages as needed using the same format)

Full Name	DOB	Place of Birth
Bethany S Graves	09/26/1984	CARIBOU, ME

Residence address on all the above for previous 5 years	
Name	Address:
	242 State Street Presque Isle, ME
Name	Address:
	9 Berlin Street Presque Isle ME
Name	Address:
Name	Address:

13. Will any law enforcement officer directly benefit financially from this license, if issued?

☐ Yes ☒ No

If Yes, provide name of law enforcement officer and department where employed:

14. Has the licensee/applicant(s) ever been convicted of any violation of the liquor laws in Maine or any State of the United States? ☐ Yes ☒ No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

15. Has the licensee/applicant(s) ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States? ☐ Yes ☒ No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

16. Has the licensee/applicant(s) formerly held a Maine liquor license? ☐ Yes ☒ No

17. Does the licensee/applicant(s) own the premises? ☐ Yes ☒ No

If No, please provide the name and address of the owner:

Curt Young 149 A State Street Presque Isle ME 04769

18. If you are applying for a liquor license for a Hotel or Bed & Breakfast, please provide the number of guest rooms available: _____

19. Please describe in detail the area(s) within the premises to be licensed. This description is in addition to the diagram in Section VI. (Use additional pages as needed)

The entire first floor ~~only~~ will be included.
All the storage and sales will all take place only
on the first floor.

20. What is the distance from the premises to the nearest school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel?

Name: Pine Isle Congregational Church

Distance: .3 miles

Section II: Signature of Applicant(s)

By signing this application, the licensee/applicant understands that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.

Please sign and date in blue ink.

Dated: 9 / 18 / 2020

Bethany Graves
Signature of Duly Authorized Person

Signature of Duly Authorized Person

Bethany Graves
Printed Name Duly Authorized Person

Printed Name of Duly Authorized Person

Section III: For use by Municipal Officers and County Commissioners only

The undersigned hereby certifies that we have complied with the process outlined in 28-A M.R.S. §653 and approve this on-premises liquor license application.

Dated: _____

Who is approving this application? ☐ Municipal Officers of _____

☐ County Commissioners of _____ County

- ☐ **Please Note:** The Municipal Officers or County Commissioners must confirm that the records of Local Option Votes have been verified that allows this type of establishment to be licensed by the Bureau for the type of alcohol to be sold for the appropriate days of the week. Please check this box to indicate this verification was completed.

Signature of Officials	Printed Name and Title

**This Application will Expire 60 Days from the date of
Municipal or County Approval unless submitted to the Bureau**

Included below is the section of Maine's liquor laws regarding the approval process by the municipalities or the county commissioners. This is provided as a courtesy only and may not reflect the law in effect at the time of application. Please see <http://www.mainelegislature.org/legis/statutes/28-A/title28-Asec653.html>

§653. Hearings; bureau review; appeal

1. Hearings. The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, may hold a public hearing for the consideration of applications for new on-premises licenses and applications for transfer of location of existing on-premises licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

A. The bureau shall prepare and supply application forms.

B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located.

C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premises license or transfer of the location of an existing on-premises license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premises license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premises license that has been extended pending renewal within 120 days of the filing of the application.

D. If an application is approved by the municipal officers or the county commissioners but the bureau finds, after inspection of the premises and the records of the applicant, that the applicant does not qualify for the class of license applied for, the bureau shall notify the applicant of that fact in writing. The bureau shall give the applicant 30 days to file an amended application for the appropriate class of license, accompanied by any additional license fee, with the municipal officers or county commissioners, as the case may be. If the applicant fails to file an amended application within 30 days, the original application must be denied by the bureau. The bureau shall notify the applicant in writing of its decision to deny the application including the reasons for the denial and the rights of appeal of the applicant.

2. Findings. In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:

A. Conviction of the applicant of any Class A, Class B or Class C crime;

B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control;

C. Conditions of record such as waste disposal violations, health or safety violations or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner;

D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises;

D-1. Failure to obtain, or comply with the provisions of, a permit for music, dancing or entertainment required by a municipality or, in the case of an unincorporated place, the county commissioners;

E. A violation of any provision of this Title;

F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601; and

G. After September 1, 2010, server training, in a program certified by the bureau and required by local ordinance, has not been completed by individuals who serve alcoholic beverages.

3. Appeal to bureau. Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.

A. Repealed

B. If the decision appealed from is an application denial, the bureau may issue the license only if it finds by clear and convincing evidence that the decision was without justifiable cause.

4. Repealed

5. Appeal to District Court. Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.

An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

Section IV: Terms and Conditions of Licensure as an Establishment that sells liquor for on-premises consumption in Maine

- The licensee/applicant(s) agrees to be bound by and comply with the laws, rules and instructions promulgated by the Bureau.
- The licensee/applicant(s) agrees to maintain accurate records related to an on-premise license as required by the law, rules and instructions promulgated or issued by the Bureau if a license is issued as a result of this application.
 - The licensee/applicant(s) authorizes the Bureau to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also any books, records and returns during the year in which any liquor license is in effect.
- Any change in the licensee's/applicant's licensed premises as defined in this application must be approved by the Bureau in advance.
- All new applicants must apply to the Alcohol and Tobacco Tax and Trade Bureau (TTB) for its Retail Beverage Alcohol Dealers permit. See the TTB's website at <https://www.ttb.gov/nrc/retail-beverage-alcohol-dealers> for more information.

Section V: Fee Schedule

Filing fee required. In addition to the license fees listed below, a filing fee of \$10.00 must be included with all applications.

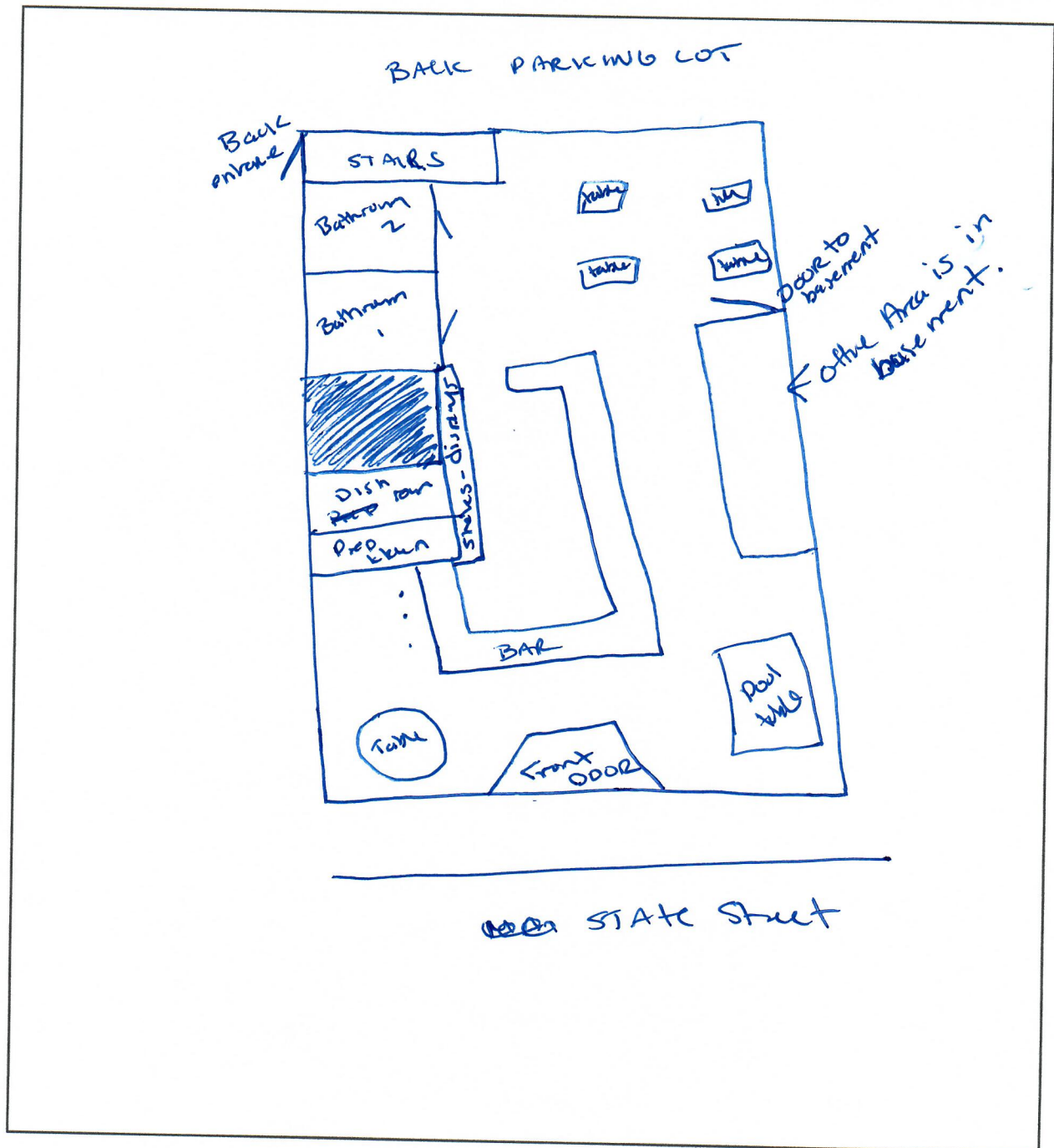
Please note: For Licensees/Applicants in unorganized territories in Maine, the \$10.00 filing fee must be paid directly to County Treasurer. All applications received by the Bureau from licensees/applicants in unorganized territories must submit proof of payment was made to the County Treasurer together with the application.

Class of License	Type of liquor/Establishments included	Fee
Class I	For the sale of liquor (malt liquor, wine and spirits) This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers	\$ 900.00
Class I-A	For the sale of liquor (malt liquor, wine and spirits) This class includes only hotels that do not serve three meals a day.	\$1,100.00
Class II	For the Sale of Spirits Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; and Vessels.	\$ 550.00
Class III	For the Sale of Wine Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	\$ 220.00
Class IV	For the Sale of Malt Liquor Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	\$ 220.00
Class III and IV	For the Sale of Malt Liquor and Wine Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	\$ 440.00
Class V	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Club without catering privileges.	\$ 495.00
Class X	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Class A Lounge	\$2,200.00
Class XI	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Restaurant Lounge	\$1,500.00

Section VI Premises Floor Plan

In an effort to clearly define your license premise and the areas that consumption and storage of liquor authorized by your license type is allowed, the Bureau requires all applications to include a diagram of the premise to be licensed.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the following areas: entrances, office area, coolers, storage areas, display cases, shelves, restroom, point of sale area, area for on-premise consumption, dining rooms, event/function rooms, lounges, outside area/decks or any other areas on the premise that you are requesting approval. Attached an additional page as needed to fully describe the premise.



NOTICE OF PUBLIC HEARING CITY OF PRESQUE ISLE

NOTICE IS HEREBY given that the Presque Isle City Council will hold a **PUBLIC HEARING** on **October 7, 2020 at 6:00 PM** in the City Council Chambers, City Hall at 12 Second Street

1. To solicit comments on the approval of a Taxi Service License for: **Tommie Plourde, d/b/a Tom's Taxi with a business address of 579 Aroostook Rd., Fort Kent.**
2. On the proposed changes to: **Chapter 59A – Adult Use and Medical Marijuana Business Ordinance**
3. 2020/2021 renewal for Automobile Graveyard and/or Junkyard Permits for:
Timothy Cowett, d/b/a C.A.R. Parts, (Auto Graveyard and Junkyard) located at 75 Davis Street and 250 Fort Road, and Paul Jalbert, d/b/a Jalbert Auto & Salvage, (Automobile Graveyard) located at 204 Chapman Road.
4. To consider amending **Chapter 48 General Assistance Ordinance Appendices A - D.**
5. **To consider approval of a Liquor License and Special Permit for Music, Dancing, and Entertainment for: Bethany Graves d/b/a Lotus Lounge, 149 State Street**

The public may attend the public hearing or submit written comments. You can obtain more information by contacting the City Clerk's Office at City Hall, 12 Second Street, Presque Isle, ME 04769 or by calling 760-2720.

Per Order of the City Council
Thomas C. King
City Clerk

Published on: September 23, 2020.

PRESQUE ISLE CITY COUNCIL MEETING

For:

October 7, 2020

AGENDA ITEM # 9

SUBJECT

PRESENTATION: 2021 Budget

INFORMATION

Information will be provided at meeting.

REQUESTED ACTION

Discussion only.

PRESQUE ISLE CITY COUNCIL MEETING

For:

October 7, 2020

AGENDA ITEM # 10

SUBJECT

CONSENT AGENDA: 2020 Minutes

INFORMATION

1) September 2, 2020 Minutes

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by Councilor _____ to approve minutes from September 2, 2020.



Presque Isle City Council Meeting

September 2, 2020

6:00 PM

Presque Isle City Council Chambers

Call to Order - Roll Call

Present: Chairman K. Freeman, Deputy Chairman M. Chasse, Councilors D. Cyr, C. Green, J. Shaw, R. Smith, and J. Willette

Absent: None

City Manager Martin Puckett and City Clerk Thomas King were also present.

Pledge of Allegiance

Chairman K Freeman called the meeting to order at 6:00 PM and led those present in the Pledge of Allegiance.

Public Hearing

1. Approval of a Marijuana License to Chad Junkins d/b/a Northern Euphoria, LLC, with a location of 11 Davis Street.

Owner Chad Junkins addressed the Council. He advised that this was a cultivation license application and that he was planning on providing to medical retail sales establishments.

BE IT RESOLVED by Deputy Chairman M. Chasse, seconded by Councilor C. Green to approve a Marijuana License to Chad Junkins, d/b/a Northern Euphoria, LLC, with a location of 11 Davis Street.

Vote: 7 - 0

2. A hearing to condemn dangerous buildings pursuant to M.R.S.A. Title 17 § 2851 owned by:
 - a. Fernand Martin:
 - i. 23 Turner Street

- ii. 25 Turner Street
- iii. 14 Park Street
- iv. 227 State Street
- b. Walter Gogan:
 - i. 74 Exchange Street

City Manager Puckett provided an overview of the situation with these properties.

Code Enforcement Officer G. Howe reviewed the deficiencies in each of the properties listed above and answered the Council's questions.

Fernand and Eric Martin addressed the Council and provided information on what they've been trying to do to bring these properties up to code.

BE IT RESOLVED by Councilor J. Shaw, seconded by Chairman K. Freeman that based upon the evidence presented and the testimony of the Code Enforcement Officer concerning the condition(s) of the premise(s) owned by **Fernand Martin** locate located at 23 Turner Street, 25 Turner Street, 14 Park Street, and 227 State Street, and **Walter Gogan** located at 74 Exchange Street, I hereby move:

- That the Council adjudge these properties to be a nuisance and dangerous to life or property;
- That the Council make and record an Order stating that the owner shall, within 30 days of service of this Order, abate all conditions creating a nuisance or dangerous condition to the satisfaction of the Code Enforcement Officer;
- That should the owner fail to comply with the specified time, the owner shall be assessed a civil penalty of \$100.00 per day and the City Council further instructs the City Manager to cause the structure(s) to be demolished and removed. The cost of such demolition and removal shall be charged against the real estate upon which the structure sets and shall constitute a lien on such real estate.

Vote: 7 - 0

Citizen Comments

- Brad Wilson, National Renewable Solutions, spoke briefly about the solar energy project currently under way on the old base.
- Lyndsey Maynard spoke about the traffic problems on Cedar Street, particularly speeding to and from the hospital.

- James Nevers spoke to the Council about his concern about truck traffic on Academy Street.
- Clayton Rand and his daughter both spoke about traffic on Chapman Road and kids not looking out for traffic before darting out into the roadway, and traffic parking along the roadway by the recreation facilities.

Consent Agenda

3. August 5, 2020 Minutes
4. 2020 Warrants #30 - #33, totaling \$1,656,444.03
5. Approve Transfer Deed

BE IT RESOLVED by Councilor C. Green, seconded by Councilor J. Willette to approve these items of the Consent Agenda as presented.

Vote: 7 - 0

6. Approve Appointment to Planning Board

BE IT RESOLVED by Councilor C. Green, seconded by Deputy Chairman M. Chasse to appoint Jayne Farrin to the Presque Isle Planning Board (term expires 12/31/2021).

Vote: 7 - 0

Old Business

7. City Hall Update

Deputy Chairman Mike Chasse and Councilor D. Cyr updated the Council on the City Hall Renovation project.

8. Downtown TIF District

BE IT RESOLVED by Deputy Chairman M. Chasse, seconded by Councilor R. Smith to schedule a public hearing on October 7, 2020 for the Downtown TIF and Downtown Redevelopment Plan.

Vote: 7 - 0

New Business

9. Traffic Concerns

Discussion only. City Manager Puckett discussed various traffic issues within the city and steps taken to address the issues.

10. Greenmark IT – Technology Update

Eric Warren from Greenmark IT presented the Council with an update on IT Services and future planning for IT infrastructure.

11. Schedule a Public Hearing for changes to Chapter 59-A – Adult Use and Medical Marijuana Business Ordinance

BE IT RESOLVED by Councilor J. Willette, seconded by Councilor R. Smith to schedule a public hearing on October 7, 2020 for changes to Chapter 59A – Adult Use and Medical Marijuana.

Vote: 7 – 0

12. Five Year Fee Schedule

Discussion only. The Finance Department presented the annual updated Five Year Fee Schedule to the Council.

13. Capital Improvement Plan

Discussion only and the Councilors were presented their FY 2021 CIP Binders to review.

Manager's Report

*Finance has been looking into a new software upgrade which will enhance the budgeting process.

*Please review the proposed 2021 Budget Calendar for approval at the next meeting.

*The Library is planning on opening on 10/5/20 (though it has already had a “soft” opening with limited staff).

*The Rec Department is also planning on a 10/5/20 opening for programming, rather than a full opening.

Announcements

The next meeting of the Presque Isle City Council will be held October 7, 2020 at 6:00 PM in Council Chambers.

Executive Session

BE IT RESOLVED by Councilor R. Smith, seconded by Deputy Chairman M. Chasse to enter into Executive Session pursuant to 1 M.R.S.A. § 405(6)(D) to discuss Negotiations matter.

Vote: 7 - 0

Councilors exited Executive Session at 8:26 PM with no action taken.

BE IT RESOLVED by Chairman K. Freeman, seconded by R. Smith to enter into Executive Session at 8:26 PM pursuant to 1 M.R.S.A. § 405(6)(D) to discuss Negotiations matter.

Vote: 7 - 0

Councilors exited Executive Session at 8:40 PM with no action taken.

BE IT RESOLVED by Chairman K. Freeman, seconded by R. Smith to enter into Executive Session at 8:40 PM pursuant to 1 M.R.S.A. § 405(6)(C) to discuss Real Estate.

Vote: 7 - 0

Councilors exited Executive Session at 9:14 PM with no action taken.

Adjournment

BE IT RESOLVED by Councilor C. Green, seconded by Councilor R. Smith to Adjourn the meeting at 9:14 PM.

Vote: 7 - 0

Attested by: _____
Thomas C. King, City Clerk

AIRPORT FIVE-YEAR FEE SCHEDULE

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
SERVICE					
Landing Fees (per 1,000 lb. MLW)	\$1.75	\$1.80	\$1.85	\$1.85	\$1.90
Landing Fees (per Landing) For Airline ERJ-145only	\$915.00	\$1,521.00	\$1,521.00	\$1,550.00	\$1,550.00
Airport Parking Fee Bangor - \$10/day Portland - \$12/day Fredericton, NB - \$12/day Can. \$9.18/day US Moncton, NB - \$16/day Can. \$12.24/day US	\$7.00	\$8.00	\$9.00	\$9.00	\$9.00
Fuel Flow Fee (\$/gallon)	\$0.06	\$0.07	\$0.07	\$0.07	\$0.08
Taxi Fee	\$475.00	\$500.00	\$500.00	\$500.00	\$525.00

FIRE DEPARTMENT FIVE-YEAR FEE SCHEDULE

<u>Fire Department</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
SERVICE					
* False Alarms	\$ 175.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
** Structure Fires	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
** Extrication/Jaws	\$ 575.00	\$ 575.00	\$ 575.00	\$ 575.00	\$ 575.00
Fire Reports	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
SCBA Fills	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00
SCBA Top Off	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
Scuba Tank Fills	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00
Scuba Tank Top Off	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
Burn Permits	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
Fireworks Permits	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00

* False Alarms -- Businesses are allowed three (3) false alarms per calendar year.
After 3 they will be billed for each additional call.

** Extrication/Jaws and Structure fire fee's are billed to the insurance company.
Home-owners are not responsible for payment if the insurance company refuses payment.

PLANNING AND DEVELOPMENT

FIVE-YEAR FEE SCHEDULE

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
<u>Code Enforcement</u>					
Zoning Board	\$100.00	\$100.00	\$100.00	\$100.00	\$ 100.00
Building Permit Minimum Fee	\$35.00	\$35.00	\$ 35.00	\$35.00	\$ 35.00
Additional Fee	<div> Residential -- \$5.00 per thousand of Construction Cost Commerical -- \$8.00 per thousand of Construction Cost </div>				
Additional Fee					
Demolition					
Residential Fee	\$30.00	\$30.00	\$ 30.00	\$30.00	\$ 30.00
Commercial Fee	\$100.00	\$100.00	\$ 100.00	\$100.00	\$ 100.00
Electrical -- Minimum Fee	\$50.00	\$50.00	\$ 50.00	\$50.00	\$ 50.00
Internal Plumbing and Septic is Regulated by the State of Maine					
Certificate of Occupancy	\$25.00	\$25.00	\$ 25.00	\$25.00	\$ 25.00
Sign Fee	\$2.50	\$2.50	\$2.50	\$2.50	\$ 2.50
(per square foot)					

FINANCE DEPARTMENT FIVE-YEAR FEE SCHEDULE

City Clerk/Tax Office Fees	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Uncertified Vital Records:	\$7.00	\$8.00	\$8.00	\$9.00	\$9.00
Any additional copies at time of request	\$4.00	\$4.00	\$4.00	\$5.00	\$5.00
Notary Service					
First signature:	\$9.00	\$10.00	\$10.00	\$11.00	\$11.00
Second Signature (Page)	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
Third Signature (Page)	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
Dedimus Justice Service	\$15.00	\$20.00	\$20.00	\$25.00	\$25.00
Marriages (performed at City Hall during regular hours)	\$100.00	\$105.00	\$110.00	\$125.00	\$125.00
Photocopies					
8.5" x 11"	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
8.5" x 14"	\$0.65	\$0.65	\$0.65	\$0.65	\$0.65
11" x 14"	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75
Tax Maps	\$0.30	\$4.00	\$4.00	\$4.00	\$4.00
Lamination					
1/4 sheet:	\$2.00	\$5.00	\$6.00	\$6.00	\$6.00
1/2 sheet:	\$4.00	\$4.00	\$5.00	\$5.00	\$5.00
Full sheet:	\$8.00	\$8.00	\$10.00	\$10.00	\$10.00
* * * Would like to see this removed. - Tom					
Voter Registration Lists -- Limited to qualified					
Political Party by request only:	1 free/year	1 free/year	1 free/year	1 free/year	1 free/year
1st Page	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
Additional Pages	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
CD/Disc	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00
*** (Set by the State)					
Fax Fee					
1st Page	\$5.00	\$5.00	\$6.00	\$6.00	\$7.00
Add'l Pages	\$8.00	\$8.00	\$9.00	\$9.00	\$10.00
Research:					
Lien Releases/Deeds/Title Related Documents					
Per page	\$10.00	\$10.00	\$12.00	\$15.00	\$15.00
Vital Records					
1st 15 minutes free					
Per record (half hour increments)	\$5.00	\$6.00	\$7.00	\$7.00	\$8.00
Genealogy Research					
1st half hour free					
Additional time in half hour increments	\$20.00	\$20.00	\$25.00	\$25.00	\$30.00
Trio Tax Service Extract	\$55.00	\$55.00	\$60.00	\$60.00	\$65.00

Verification Fee to Veterinary Office

FINANCE DEPARTMENT FIVE-YEAR FEE SCHEDULE

Per Dog	\$5.00	\$5.00	\$7.00	\$8.00	\$8.00
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Also, City Ordinance, Chapter 9 needs to be updated to reflect an increase in publication fees.

Public Hearing Fee	\$100.00	\$105.00	\$110.00	\$115.00	\$120.00
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(This will come closer to covering publication fees)

TURNER MEMORIAL LIBRARY

FIVE-YEAR FEE SCHEDULE

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Overdue Books and CD's (Per Day)	\$0.10	\$0.10	\$0.10	\$0.00	\$0.00
DVD/VHS Overdue Fine	\$1.00	\$1.00	\$1.00	\$0.00	\$0.00
Fax Service (Incoming and sending per page)	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
Computer Printing (Per Page)	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
Research Services (consistent with City fee	\$30.00	\$30.00	\$40.00	\$50.00	\$50.00
Inter-Library Loan (To help defray return postal costs, flat fee per request)	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
Non-Resident Borrowers Membership					
* Annual Family Membership: \$55.00 (price effective 1/1/2017)					
* Annual Individual Membership: \$46.00.					
* 3-Month Individual Membership: \$12.00.					
* Fee is waived for University of Presque Isle and Northern Maine Community College students with valid, current university or community college issued I.D.					
* Fee is waived for students enrolled or eligible for enrollment in S.A.D. #1 schools.					
Conference Room	\$100/3 hrs	\$100/3 hrs	\$100/3 hrs	\$100/3 hrs	\$100/3 hrs
Meeting Rooms	Varies according to room.				
Conference Room Gallery (Capacity - 82)	\$100/3 hrs	\$100/3 hrs	\$100/3 hrs	\$100/3 hrs	\$100/3 hrs
Teen Lounge Conf. Room (Capacity 5-6)	\$20/3 hrs	\$20/3 hrs	\$20/3 hrs	\$20/3 hrs	\$20/3 hrs
Reference Area (Capacity - 15)	\$50/3 hrs	\$50/3 hrs	\$50/3 hrs	\$50/3 hrs	\$50/3 hrs
Mezzanine Meeting Room (Capacity 4-5)	\$20/3 hrs	\$20/3 hrs	\$20/3 hrs	\$20/3 hrs	\$20/3 hrs
* Reduced rates for Not-For-Profit Organizations.					
Replacement for Lost or Stolen Card	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
Home Delivery Charge (per delivery)	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
Speaker's Fee or Honorarium	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00

TURNER MEMORIAL LIBRARY

FIVE-YEAR FEE SCHEDULE

Color Copies:		Letter & Legal				
Single Copies		\$0.80	\$0.80	\$0.80	\$0.80	\$0.80
10 - 49 Copies		\$0.70	\$0.70	\$0.70	\$0.70	\$0.70
50-99 Copies		\$0.60	\$0.60	\$0.60	\$0.60	\$0.60
100+ Copies		\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
		11 X 17				
Single Copies		\$1.70	\$1.70	\$1.70	\$1.70	\$1.70
10 - 49 Copies		\$1.50	\$1.50	\$1.50	\$1.50	\$1.50
50-99 Copies		\$1.30	\$1.30	\$1.30	\$1.30	\$1.30
100+ Copies		\$1.20	\$1.20	\$1.20	\$1.20	\$1.20
Black Copies:		Letter & Legal				
Single Copies		\$0.20	\$0.20	\$0.20	\$0.20	\$0.20
10 - 49 Copies		\$0.15	\$0.15	\$0.15	\$0.15	\$0.15
50-99 Copies		\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
100+ Copies		\$0.05	\$0.05	\$0.05	\$0.05	\$0.05
		11 X 17				
Single Copies		\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
10 - 49 Copies		\$0.30	\$0.30	\$0.30	\$0.30	\$0.30
50-99 Copies		\$0.20	\$0.20	\$0.20	\$0.20	\$0.20
100+ Copies		\$0.10	\$0.10	\$0.10	\$0.10	\$0.10

POLICE DEPARTMENT FIVE-YEAR FEE SCHEDULE

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
SERVICE					
Accident Reports					
Buycrash.com	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
Requests made through PIPD					
Single Page	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
Per page thereafter	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00
(Typical accident is 3 pages or \$21.00)					
Bank Alarms: (false)					
5 - 15 (Each)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
Over 15 (Each)	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00
Public Records Requests:					
Police Report -- Victim Copy	Free	Free	Free	Free	Free
Police Report -- Non- Victim Copy First 3 pages	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
Per page thereafter	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00
Requests requiring digital media recordings, DVDs, thumb drives, other recording media, or copies, substantial research and/or time to complete shall be billed at the following hourly rate in addition to the police report and subsequent "per page" costs.	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
These costs to be agreed upon prior to work commencing					

Presque Isle Recreation Parks

FIVE-YEAR FEE SCHEDULE

Programs	Resident/Non-Resident	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
		\$25/\$75	\$25/\$75	\$30/\$80	\$30/\$80	\$35/\$85
Sargent Family Community Center						
Facility	Profit/Non-Profit					
1/2 Gym per hour		\$30/\$23	\$30/\$23	\$30/\$23	\$30/\$23	\$30/\$23
Full Gym per hour		\$50/\$38	\$50/\$38	\$50/\$38	\$50/\$38	\$50/\$38
Gym & Track per hour		\$75/\$56	\$75/\$56	\$75/\$56	\$75/\$56	\$75/\$56
Multi-Purpose Room						
1st two hours		\$50/\$30	\$50/\$30	\$50/\$30	\$50/\$30	\$50/\$30
each additional hour		\$25/\$15	\$25/\$15	\$25/\$15	\$25/\$15	\$25/\$15
Senior Center & Kitchen						
1st hour		\$50/\$30	\$50/\$30	\$50/\$30	\$50/\$30	\$50/\$30
each additional hour		\$25/\$15	\$25/\$15	\$25/\$15	\$25/\$15	\$25/\$15
Staffing/Labor						
Laborers		\$40	\$40	\$40	\$40	\$45
Attendants		\$22	\$22	\$22	\$22	\$25
Equipment						
Chairs (folding) each per day		\$1.50	\$1.50	\$1.50	\$1.50	\$1.50
Tables each per day		\$10	\$10	\$10	\$10	\$10
Pipe & Drape Partitions		\$2.00 per foot	\$2.00 per foot	\$2.00 per foot	\$2.00 per foot	\$2.00 per foot
Floor Cover						
50' x 70' per day		\$350	\$350	\$350	\$350	\$350
90' x 130' per day		\$550	\$550	\$550	\$550	\$550
Scoreboard		\$50	\$50	\$50	\$50	\$50
Volleyball Standards		\$50	\$50	\$50	\$50	\$50
Gym Mats per mat		\$10	\$10	\$10	\$10	\$10
Soft Play Equipment per piece		\$5	\$5	\$5	\$5	\$5
Mantle Lake Park Kitchen Pavilion						
1st three hours		\$75	\$75	\$75	\$75	\$75
each additional hour		\$20	\$20	\$20	\$20	\$20
The Forum						
Facility						
Facility Rental per day		\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
Facility Fee		12%	12%	12%	12%	12%
Advertising						
3' x 4' Annual		\$200	\$250	\$250	\$250	\$250
4' x 8' Annual		\$350	\$400	\$400	\$400	\$400
Hockey Boards		\$600	\$600	\$600	\$600	\$600
Zamboni		\$700	\$700	\$700	\$700	\$700
Box Office per week		\$400	\$400	\$400	\$400	\$400

Presque Isle Recreation Parks

FIVE-YEAR FEE SCHEDULE

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
The Forum					
Staffing/Labor					
Maintenance per hour	\$40	\$40	\$40	\$40	\$45
Janitorial per hour	\$30	\$30	\$30	\$30	\$35
Ticket Sellers/Takers per hour	\$22	\$22	\$22	\$22	\$25
Parking Lot Attendants per hour	\$22	\$22	\$22	\$22	\$25
Ushers/Usherettes per hour	\$22	\$22	\$22	\$22	\$25
House Security per hour	\$40	\$40	\$40	\$40	\$45
Spot Light Operators per hour	\$40	\$40	\$40	\$40	\$45
Stage Hands per hour	\$40	\$40	\$40	\$40	\$45
Electrician per hour weekdays	\$75	\$75	\$75	\$75	\$85
Electrician per hour weekends	\$90	\$90	\$90	\$90	\$110
Equipment					
Chairs (folding) each per day	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50
Tables (5' or 8') each per day	\$8	\$8	\$8	\$8	\$8
Pipe & Drape Partitions	\$1.50 per foot	\$1.50 per foot	\$1.50 per foot	\$1.50 per foot	\$1.50 per foot
House PA System per day	\$220	\$220	\$220	\$220	\$220
Portable PA System per day	\$175	\$175	\$175	\$175	\$175
Stage (Small) per day	\$300	\$300	\$300	\$300	\$300
Stage (Large) per day	\$600	\$600	\$600	\$600	\$600
Sound Wings per day	\$150	\$150	\$150	\$150	\$150
Canopy per day	\$150	\$150	\$150	\$150	\$150
Spot Platforms per day					
5x8x5	\$55	\$55	\$55	\$55	\$55
8x8x5	\$60	\$60	\$60	\$60	\$60
5x8x10	\$90	\$90	\$90	\$90	\$90
8x8x10	\$100	\$100	\$100	\$100	\$100
8x8x15	\$150	\$150	\$150	\$150	\$150
Forklift w/operator per hour	\$150	\$150	\$150	\$150	\$150
Scissor Lift w/operator per hour	\$150	\$150	\$150	\$150	\$150
Trailer Hookup per unit per day	\$24	\$24	\$24	\$24	\$30
Ice Season					
Ice Rates per hour					
Hours 1-100	\$155	\$155	\$175	\$175	\$175
Hours 101-200	\$135	\$135	\$155	\$155	\$155
Hours >200	\$115	\$115	\$135	\$135	\$135
Off peak	\$100	\$100	\$120	\$120	\$120
Public Skating					
Adult	\$5	\$5	\$5	\$5	\$5
Child	\$3	\$3	\$3	\$3	\$3
Senior	\$3	\$3	\$3	\$3	\$3
Ice Skates					
Rental	\$1	\$1	\$1	\$1	\$2
Sharpening	\$5	\$7	\$7	\$7	\$7

Presque Isle Recreation Parks

FIVE-YEAR FEE SCHEDULE

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Riverside Pavilion					
Per Day (In Season)	\$50	\$50	\$50	\$50	\$50
Per Week (Off Season)	\$50	\$50	\$50	\$50	\$50

PRESQUE ISLE CITY COUNCIL MEETING

For:

October 7, 2020

AGENDA ITEM # 11

SUBJECT

CONSENT AGENDA: 2020 Warrants #34 - #38, totaling
\$2,586,360.89

INFORMATION

1) Warrant #34	\$ 178,944.10
2) Warrant #35	\$ 213,637.89
3) Warrant #36	\$ 1,231,558.98
4) Warrant #37	\$ 890,788.93
5) Warrant #38	\$ 71,430.99

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by
Councilor _____ to approve 2020 Warrant #34 - #38,
totaling \$2,586,360.89.

PRESQUE ISLE CITY COUNCIL MEETING

For:

October 7, 2020

AGENDA ITEM # 12

SUBJECT

CONSENT AGENDA: Approve Reappointment to Presque Isle
Housing Authority

INFORMATION

- 1) Recommendation letter for Leslie Smart
- 2) Recommendation letter for Michael Williams

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by Councilor _____ to reappoint Leslie Smart and Michael Williams to the Presque Isle Housing Authority (terms expire October 1, 2025).

Presque Isle Housing Authority

Jennifer H. Sweetser
Executive Director

58 Birch Street
Presque Isle, Maine 04769-2204

Telephone: 207-768-8231
Fax: 207-764-5614

September 8, 2020

Kevin Freeman, Chair
Presque Isle City Council
City of Presque Isle
12 Second Street
Presque Isle, ME 04769

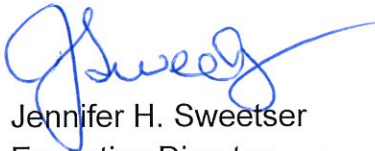
RE: Recommendation of Leslie Smart Re-Appointment to Board of Commissioners

Dear Chair Freeman

On August 15, 2018, the City Council appointed Leslie Smart to fill an unexpired term on the Presque Isle Housing Authority (PIHA) Board of Commissioners as a Tenant Commissioner. Since her appointment, she has been a valuable member of the board, as she provides input and feedback from the tenant perspective. She is also a member of the Resident Advisory Board (RAB), which meets quarterly to review proposed policy, rules and discuss general needs at PIHA. The RAB is a key part of agency five-year plan and annual plan required by the U.S. Department of Housing & Urban Development (HUD).

Leslie's term expires on October 1, 2020. She has been notified and has agreed to continue with the Board for a five-year term. Presque Isle Housing Authority is recommending Leslie Smart be re-appointed to a five-year term on the Board of Commissioners expiring October 1, 2025 as she holds an important role at our agency.

Sincerely,



Jennifer H. Sweetser
Executive Director

JHS/lga

Presque Isle Housing Authority

*Jennifer H. Sweetser
Executive Director*

*58 Birch Street
Presque Isle, Maine 04769-2204*

*Telephone: 207-768-8231
Fax: 207-764-5614*

September 8, 2020

Kevin Freeman, Chair
Presque Isle City Council
City of Presque Isle
12 Second Street
Presque Isle, ME 04769

RE: Recommendation of Michael Williams Re-Appointment to Board of Commissioners

Dear Chair Freeman

On May 7, 2018, the City Council appointed Michael Williams to fill an unexpired term on the Presque Isle Housing Authority Board of Commissioners. Since his appointment, he has been an integral member of the board, serving as Vice Chair for fiscal year 2019/2020 and the current fiscal year of 2020/2021. He has also been a key member of the Financial Subcommittee, which meets monthly to review financials, provide observations and feedback and summarizes the reports for the board. This subcommittee has been an invaluable resource for me and the Financial Manager.

Michael's term expires on October 1, 2020. He has been notified and has agreed to continue with the Board for a five-year term. Presque Isle Housing Authority is recommending Michael Williams be re-appointed to a five-year term on the Board of Commissioners expiring October 1, 2025 as he is an asset to our organization.

Sincerely,



Jennifer H. Sweetser
Executive Director

JHS/lga

PRESQUE ISLE CITY COUNCIL MEETING

For:

October 7, 2020

AGENDA ITEM # 13

SUBJECT

CONSENT AGENDA: Request from Versant Power for an electrical easement for the intersection of Cross Street and Airport Drive

INFORMATION

- 1) Letter of Request from Versant Power for easement
- 2) Easement

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by Councilor _____ to approve the request for an easement to Versant Power located at the intersection of Cross Street and Airport Drive.



City of Presque Isle
12 Second St.
Presque Isle, ME 04769

September 16, 2020

Dear Chelsea,

Emera Maine, now Versant Power has a request to provide service to a proposed building at the intersection of Cross St. and Airport Drive. Please place this on the docket for your October meeting.

For Versant Power to place company facilities upon private property, Versant Power requires permission to set and maintain the facilities.

Versant Power acquires the permission in the form of an easement. I have enclosed an easement for your review.

If you agree to the easement, please sign in the presence of a notary and return the executed document in the postage paid envelop.

Please note that the notary cannot be a relative.

If you have any questions regarding this matter, please call me at Daytime:207-760-2564, or Evenings at 207-551-9129.

Sincerely,

A handwritten signature in dark ink that reads "Felicia O'Clair". The signature is fluid and cursive, with the first name and last name clearly distinguishable.

Felicia O'Clair
Right of Way Agent

RECORD AND RETURN TO:
Versant Power
Attn: Felicia O’Clair
P.O. Box 1209
Presque Isle, ME 04769-1209

EASEMENT

The CITY OF PRESQUE ISLE, a municipal corporation having its principal offices at 12 Second St. in Presque Isle, in the County of Aroostook, State of Maine, (the “Grantor”) being the owners in fee simple of certain lands located in the City of Presque Isle, County of Aroostook, State of Maine, and described as follows:

Being the premises conveyed by the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services to the Grantor herein by deed dated November 10, 1961, and recorded in the Southern Aroostook County Registry of Deeds in Book 839, Page 303; and by deed dated May 9, 1962 and recorded at the Southern Aroostook County Registry of Deeds;

for consideration paid, grants to **VERSANT POWER**, a Maine corporation having a place of business at 970 Illinois Avenue, Bangor, Maine (the “Grantee”), its successors and assigns forever, the rights, privileges and easements to construct, maintain, operate and upgrade from time to time on said lands, for utility purposes, a line consisting of poles, anchors and wires with the necessary fixtures and supports, beginning at an existing utility pole now numbered 10495 located at the intersection of Airport Drive and Cross St. within the bounds of the road right of way, thence northwesterly 175 feet, more or less to a wooden stake marking the proposed location of a utility pole to be placed, said pole location to be 20 feet northerly of a gravel drive centerline that gains access to said parcel, thence 175 feet, more or less to wooden stakes marking the proposed location of a utility pole and supporting anchor to be placed, said pole to be 20 feet northerly of said gravel drive centerline; said anchor shall have a guying lead of 15 feet from said pole; with the right to extend lines from the said line, either overhead or underground, to sites on the said premises as customers may request service; with the right to transmit electricity and intelligence over said line, and to clear and dispose of interfering trees and other growth from time to time, with permission to enter upon the said lands for the above purposes; further granting to said Versant Power, its successors and assigns, the power to assign to others, in whole or in part, any or all of the rights, privileges and easements herein set forth.

EXHIBIT “A” INCLUDED HERETO

The Grantor, for itself and its successors and assigns, covenants and agrees to and with the Grantee, its successors and assigns, that it will not erect or maintain or permit the erection or maintenance of any building, trailer, mobile home, swimming pool, or other structure, of any kind or nature, within 15 feet of said line, any or all of which in the opinion of the Grantee, its successors and assigns, would endanger or interfere with the exercise of any of the rights, privileges and easements hereby conveyed.

IN WITNESS WHEREOF, **City of Presque Isle** has caused this instrument to be acknowledged by its duly authorized representative this _____ day of _____, 2020.

By: _____
print name:
title:

STATE OF MAINE

County of Aroostook ss: _____, 2017.

Personally appeared the above-named _____ and
acknowledged the foregoing instrument to be (his/her) free act and deed, in (his/her) aforesaid
capacity, and the free act and deed of the City of Presque Isle.

Before me,

Notary Public

Print Name of Notary: _____
My Commission Exp: _____

EXHIBIT “A”



PRESQUE ISLE CITY COUNCIL MEETING

For:

October 7, 2020

AGENDA ITEM # 14

SUBJECT

OLD BUSINESS: City Hall Update

INFORMATION

Information will be provided at the meeting verbally.

REQUESTED ACTION

Discussion only.

PRESQUE ISLE CITY COUNCIL MEETING

For:

October 7, 2020

AGENDA ITEM # 15

SUBJECT

OLD BUSINESS: National Renewable Solutions Agreements

INFORMATION

- 1) Solar Pricing Scenario
- 2) Agreements

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by Councilor _____ to approve the presented contracts with National Renewable Solutions.

Subscriber's 2019 Electricity Payment	\$333,150	PLUS	Annual and Total Benefits to Solar Project Subscriber										plus Land Lease Value	
			Year	Utility Bill without Subscription	Bill Credits received from Solar Project	Each Bill Credit costs	Total Payment to Solar Project	Each Bill Credit is worth	Bill Credits reduce Utility Bill by	Utility Bill with Subscription	Total Paid to Solar Project and Utility	Annual Savings	Estimated Annual Solar Land Lease Revenue	Total Annual Value to City
How will Subscriber's Electricity Payment change over time?	0.00% each year		1	\$333,150	2,178,415	\$0.108164	\$235,627	\$0.120183	\$261,808	\$71,342	\$306,969	\$26,181	\$44,800	\$70,981
			2	\$333,150	2,167,523	\$0.108705	\$235,621	\$0.120784	\$261,801	\$71,349	\$306,970	\$26,180	\$44,800	\$70,980
Subscription Size (%)	50% of Solar Project		3	\$333,150	2,156,685	\$0.109249	\$235,615	\$0.121387	\$261,794	\$71,356	\$306,971	\$26,179	\$44,800	\$70,979
			4	\$333,150	2,145,902	\$0.109795	\$235,609	\$0.121994	\$261,788	\$71,362	\$306,971	\$26,179	\$44,800	\$70,979
Subscription Size (MW)	1.499 MW (ac)		5	\$333,150	2,135,172	\$0.110344	\$235,603	\$0.122604	\$261,781	\$71,369	\$306,972	\$26,178	\$44,800	\$70,978
			6	\$333,150	2,124,497	\$0.110896	\$235,597	\$0.123217	\$261,775	\$71,375	\$306,973	\$26,177	\$44,800	\$70,977
Solar Project Performance	Average		7	\$333,150	2,113,874	\$0.111450	\$235,591	\$0.123833	\$261,768	\$71,382	\$306,973	\$26,177	\$44,800	\$70,977
			8	\$333,150	2,103,305	\$0.112007	\$235,586	\$0.124453	\$261,762	\$71,388	\$306,974	\$26,176	\$44,800	\$70,976
Utility Customer Class	Blended		9	\$333,150	2,092,788	\$0.112567	\$235,580	\$0.125075	\$261,755	\$71,395	\$306,974	\$26,176	\$44,800	\$70,976
			10	\$333,150	2,082,324	\$0.113130	\$235,574	\$0.125700	\$261,749	\$71,401	\$306,975	\$26,175	\$44,800	\$70,975
Current Bill Credit Face Value	Blended		11	\$333,150	2,071,913	\$0.113696	\$235,568	\$0.126329	\$261,742	\$71,408	\$306,976	\$26,174	\$44,800	\$70,974
			12	\$333,150	2,061,553	\$0.114264	\$235,562	\$0.126960	\$261,736	\$71,414	\$306,976	\$26,174	\$44,800	\$70,974
How will the Face Value of a Bill Credit change over time?	0.50% each year		13	\$333,150	2,051,245	\$0.114836	\$235,556	\$0.127595	\$261,729	\$71,421	\$306,977	\$26,173	\$44,800	\$70,973
			14	\$333,150	2,040,989	\$0.115410	\$235,550	\$0.128233	\$261,723	\$71,427	\$306,978	\$26,172	\$44,800	\$70,972
			15	\$333,150	2,030,784	\$0.115987	\$235,544	\$0.128874	\$261,716	\$71,434	\$306,978	\$26,172	\$44,800	\$70,972
Bill Credit Price Discount	10.0%		16	\$333,150	2,020,630	\$0.116567	\$235,538	\$0.129519	\$261,709	\$71,441	\$306,979	\$26,171	\$44,800	\$70,971
			17	\$333,150	2,010,527	\$0.117150	\$235,533	\$0.130166	\$261,703	\$71,447	\$306,980	\$26,170	\$44,800	\$70,970
Contract Pricing Structure	Indexed Price		18	\$333,150	2,000,474	\$0.117735	\$235,527	\$0.130817	\$261,696	\$71,454	\$306,980	\$26,170	\$44,800	\$70,970
		19	\$333,150	1,990,472	\$0.118324	\$235,521	\$0.131471	\$261,690	\$71,460	\$306,981	\$26,169	\$44,800	\$70,969	
Indexed Bill Credit Price Floor	\$0.100	20	\$333,150	1,980,520	\$0.118916	\$235,515	\$0.132129	\$261,683	\$71,467	\$306,982	\$26,168	\$44,800	\$70,968	
										Total Savings over 20 years	\$523,491		\$1,419,491	
										Net Present Value (8%) of Total Savings	\$257,001		\$696,854	

PLUS

NET ENERGY BILLING CREDITS AGREEMENT

This Net Energy Billing Credits Agreement (“**Agreement**”) is entered into as of [DATE], 2020 (the “**Effective Date**”) and is by and between Presque Isle 1 Solar, LLC a Maine Limited Liability Corporation (the “**Seller**”), and the City of Presque Isle, a Maine municipality (the “**Buyer**”). In this Agreement, Seller and Buyer are sometimes referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Seller is in the business of financing, developing, owning, operating, and maintaining solar electric generation facilities;

WHEREAS, Seller proposes to finance, install, own, operate, and maintain a Distributed Generation Resource (the “**Distributed Generation Resource**”);

WHEREAS, the Distributed Generation Resource is expected to qualify for Net Energy Billing pursuant to 35-A M.R.S. § 3209-B and the customer net energy billing rules promulgated by the Maine Public Utilities Commission (“**MPUC**”) 65-407 C.M.R. ch. 313 and will, therefore, generate Net Energy Billing Credits for electricity generated and delivered to the grid by the Distributed Generation Resource; and

WHEREAS, Seller desires to sell and allocate to Buyer, and Buyer desires to purchase and receive from Seller, the Net Energy Billing Credits generated by the Distributed Generation Resource during the Term, subject to the terms and conditions, and at the prices, set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual premises, representations, warranties, covenants, conditions herein contained, and the Exhibits attached hereto, Seller and Buyer agree as follows.

ARTICLE I DEFINITIONS

When used in this Agreement, the following terms shall have the meanings given below, unless a different meaning is expressed or clearly indicated by the context. Words defined in this Article I which are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings.

“**Agreement**” has the meaning set forth in the preamble.

“**Applicable Legal Requirements**” means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction, including the

Net Energy Billing regulations, of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen, and all licenses, permits, and other governmental consents, which may at any time be applicable to a Party's rights and obligations hereunder, including, without limitation, the construction, operation, and ownership of the Distributed Generation Resource, as well as the selling and purchasing of Net Energy Billing Credits therefrom.

“Business Day” means a day on which Federal Reserve member banks in Boston, Massachusetts are open or required to be open for business; and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time.

“Buyer” has the meaning set forth in the preamble.

“Commercial Operations Date” means the later of (i) the date on which the Distributed Generation Resource generates electric energy on a commercial basis, and (ii) the date that interconnection of the Distributed Generation Resource to the local electrical distribution system has been authorized and is functioning with the LDC.

“Confidential Information” means all information exchanged between the Parties which contains proprietary business or confidential information of a party and is clearly marked or (if oral) designated as “confidential” by such Party in writing. The Parties agree that the specific economic terms (but not the existence) of this Agreement constitute Confidential Information. The following exceptions, however, do not constitute Confidential Information for purposes of this Agreement and as to this Agreement itself: (a) information that is or becomes generally available to the public other than as a result of a disclosure by either Party in violation of this Agreement; (b) information that was already known by the receiving Party on a non-confidential basis prior to this Agreement; (c) information that becomes available to receiving Party from a source other than the disclosing Party if such source was not subject to any prohibition against disclosing the information to such Party under an agreement with the disclosing Party; (d) information a Party is required to disclose in connection with any administrative or regulatory approval or filing process in connection with the conduct of its business or in accordance with any statute or regulations; (e) information disclosed pursuant to any applicable law, rule, or regulation requiring such disclosure, or as compelled by legal process including, but not limited to any “public records,” the Maine Freedom of Access Law, or “freedom of information” request or pursuant to the order or requirement of a court, administrative agency, or other Governmental Authority and (f) information that is disclosed by the receiving Party with the prior written permission of the disclosing Party.

“Distributed Generation Procurement” means the procurement conducted by the MPUC for distributed generation facilities associated with commercial and institutional customers pursuant to 35-A M.R.S. § 3485 and Chapter 312 of the MPUC rules, 65-407 C.M.R. ch. 312.

“Distributed Generation Resource” means the solar (PV) power electrical generation facility, to be constructed, owned, operated, and maintained by Seller, with specifications for an aggregate nameplate capacity of approximately 2.997 megawatts (“***MW***”)(AC), together with all

appurtenant facilities required to interconnect such Distributed Generation Resource to the local electric distribution system, all to be located in Presque Isle, Maine, as described in Exhibit D, attached hereto.

“Energy” means the amount of electricity either used or generated over a period of time, expressed in terms of kilowatt hours (“*kWh*”) or megawatt hours (“*MWh*”).

“Environmental Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the Distributed Generation Resource, the production of electrical energy from the Distributed Generation Resource, and its displacement of conventional energy generation, including (i) any avoided emissions of pollutants to the air, soil, or water such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO), and other pollutants; (ii) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride, and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; and (iii) the reporting rights related to these avoided emissions, such as Green Tag Reporting Right and Renewable Energy Certificates (RECs) issued by the NEPOOL Generation Information System (GIS). Green Tag Reporting Rights are the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party, and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation, or bill, and international or foreign emissions trading program. Environmental Attributes do not include Tax Attributes. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, investment credits, emissions allowances, green tags, tradeable renewable credits, and Green-e® products.

“Force Majeure” means any cause or circumstance not within the reasonable control of the affected Party which precludes or delays that Party from carrying out, in whole or in part, its obligations under this Agreement, including, but not limited to, the following: Acts of God; hurricanes or tornados; fires; epidemics or pandemics; landslides; earthquakes; floods; lightning; other natural catastrophes; strikes; lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act, or orders of any kind of any Governmental Authority, provided, however, that any such discretionary acts, failures to act, or orders of any kind by Buyer (if Buyer is a Governmental Authority) may not be asserted as an event of *Force Majeure* by Buyer; insurrections; terrorism; military action; war, whether or not it is declared; sabotage; riots; civil disturbances; or explosions. A Party may not assert an event of *Force Majeure* to excuse it from performing due to any act, failure to act, or order of a Governmental Authority, where it was reasonably within such Party’s power to prevent such act, failure to act, or order. Economic hardship of either Party due to general economic or energy market conditions shall not constitute an event of *Force Majeure*.

“Generation Contingent” means that Seller’s failure to deliver is excused if the Distributed Generation Resource for any reason does not generate sufficient energy necessary to deliver Net Energy Billing Credits hereunder. In such an event, Seller shall not be liable to Buyer for any damages.

“Governmental Authority” means any national, state, or local government, independent system operator, regional transmission owner or operator, any political subdivision thereof, or any other governmental, judicial, regulatory, public, or statutory instrumentality, authority, body, agency, department, bureau, or entity.

“Governmental Charges” means all applicable federal, state, and local taxes (other than taxes based on income or net worth, but including, without limitation, sales, use, gross receipts, or similar taxes), governmental charges, emission allowance costs, duties, tariffs, levies, licenses, fees, permits, assessments, adders, or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a Governmental Authority, LDC, or other similar entity, on or with respect to the Net Energy Billing Credits.

“Interconnection Agreement” means the Interconnection Agreement entered into with the LDC which authorizes the interconnection of the Distributed Generation Resource with the local electric transmission and distribution system.

“Interest Rate” means 200 basis points above the per annum prime rate as published in the Wall Street Journal, provided, however, that the interest rate shall not exceed the maximum rate permitted by applicable law.

“LDC” means the local electric transmission and distribution company.

“Lender” means any entity or person(s) providing financing and/or tax equity investment to Seller in connection with the Distributed Generation Resource.

“NEPOOL” means the New England Power Pool and any successor.

“NEPOOL GIS” means the New England Power Pool Generation Information System, which includes a generation information database and certificate system, operated by NEPOOL, its designee or successor entity, that accounts for the generation attributes of electricity generated within New England.

“NEPOOL GIS Certificate” means an electronic record produced by the NEPOOL GIS that identifies the relevant generation attributes of each MWh accounted for in the NEPOOL GIS.

“NEPOOL GIS Operating Rules” means the NEPOOL GIS Operating Rules, effective January 1, 2020, as may be amended from time to time. Capitalized terms used but not defined in this Agreement shall have the meanings set forth in the NEPOOL GIS Operating Rules.

“Net Energy Billing” shall have the meaning set forth in 35-A M.R.S. § 3209-B (1) (D) and as set forth in Chapter 313 of the MPUC rules, 65-407 C.M.R. ch. 313.

“Net Energy Billing Credits” means those bill credits as set forth in 35-A M.R.S. § 3209-B (5) and as set forth in Chapter 313 of the MPUC customer net energy billing rules, 65-407 C.M.R. ch. 313, §3(K).

“Net Energy Billing Regulations” are the Maine net energy billing statute, 35-A M.R.S. § 3209-B and the MPUC customer net energy billing rules, 65-407 C.M.R. ch. 313.

“Party” and **“Parties”** has the meaning set forth in the preamble.

“Renewable Energy Certificate” or **“REC”** means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt hour (MWh) from a renewable energy source by a renewable energy project, and excluding, for the avoidance of doubt, any Tax Attributes and the Net Energy Billing Credits.

“Seller” has the meaning set forth in the preamble.

“Tax Attributes” means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Distributed Generation Resource or the output generated by the Distributed Generation Resource (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation).

“Term” has the meaning set forth in Section 2.1.

“Termination Date” has the meaning set forth in Section 2.1.

ARTICLE II TERM

2.1 Term. The term of this Agreement (the **“Term”**) shall commence on the Effective Date and shall end with respect to the Distributed Generation Resource at the earlier of (i) 11:59 P.M. on the day preceding the twentieth (20th) anniversary of the Distributed Generation Resource’s Commercial Operations Date (the **“Termination Date”**), or (ii) such date as of which this Agreement may be earlier terminated pursuant to the provisions hereof.

2.2 Early Termination. The Buyer may terminate this Agreement as to the Distributed Generation Resource without penalty or any liability to either Party:

- a. prior to the Commercial Operations Date if the Distributed Generation Resource has not achieved commercial operation within thirty (30) months after the Effective Date, except that the twenty four (24) month time period shall be extended day-for-day for the duration of any period of Force Majeure claimed by Seller in accordance with Section 8.2 or by delays caused by a Governmental Authority or the LDC in approving the Interconnection Agreement or studying or completing the interconnection work required to interconnect the Distributed Generation Resource to the LDC's electric distribution or transmission system. In the case of termination pursuant to this Section 2.2(a), the Buyer shall give the Seller thirty (30) days prior written notice. Or,
- b. after the Commercial Operations Date if over any consecutive twelve-month period, the Distributed Generation Resource generates less than fifty percent (50%) of its expected Energy over a period of twelve (12) consecutive months and such under-performance is not due to a Force Majeure event. (For avoidance of doubt, for this Section 2.2(b), the expected Energy for each 12-month period shall be set forth in Exhibit C, attached hereto). In the case of termination pursuant to this Section 2.2(b), the Buyer shall give the Seller thirty (30) days prior written notice.

In the case of termination pursuant to this Section 2.2, this Agreement shall terminate as to the Distributed Generation Resource without further liability of the Seller to the Buyer and of the Buyer to the Seller, provided that the Buyer and Seller shall not be released from any payment or other obligations arising under this Agreement prior to such termination.

ARTICLE III FACILITY OWNERSHIP AND OPERATION

3.1 Title. Title to the Distributed Generation Resource and all generation capacity credits and Tax Attributes produced or associated with the Distributed Generation Resource shall be with the Seller. Title to the Percentage of Net Energy Billing Credits produced or associated with the Distributed Generation Resource shall be transferred to the Buyer in accordance with Section 4.5 of this Agreement.

3.2 Notice of Commercial Operations Date. Subject to the provisions of this Agreement, Seller shall notify Buyer in writing when the Distributed Generation Resource has achieved the Commercial Operations Date.

3.3 Seller's Operation of Facilities. Seller shall install, operate, and maintain the Distributed Generation Resource in material accordance with all Applicable Legal Requirements, all equipment manufacturers' guidelines and recommendations, and pursuant to widely accepted industry practice and shall maintain such documents and records necessary to confirm Seller's installation, operation, and maintenance of the Distributed Generation Resource in material accordance with such standards.

3.4 Seller's Obligation to Maintain Facilities; Insurance. Seller shall maintain the Distributed Generation Resource and the individual components thereof in good working order at all times during the Term of this Agreement, subject to reasonable time allowed for maintenance, repair, and event(s) of Force Majeure. Seller shall carry insurance coverage in an amount reasonably expected to repair or replace the Distributed Generation Resource if damaged, or in an amount as required by a Lender, at Seller's discretion.

ARTICLE IV SALE AND PURCHASE OF NET ENERGY BILLING CREDITS

4.1 Sale and Purchase of Net Energy Billing Credits. Commencing on the Commercial Operations Date, on a monthly basis, Seller agrees to sell to Buyer, and Buyer agrees to purchase and accept all of Seller's right, title, and interest to 30% (the "**Percentage**") of the Net Energy Billing Credits generated by the Distributed Generation Resource, free and clear of all claims, liens, security interests, and encumbrances of any kind, nature, and description. Seller's obligations under this Section 4.1 are Generation Contingent, but this shall not be construed as a waiver of the early termination provisions under Section 2.2.

4.2 Allocation. To facilitate delivery of the Net Energy Billing Credits purchased and sold pursuant to Section 4.1, Seller shall request (through completion of the applicable Exhibit 1 to the Commercial or Institutional Customer of Shared Financial Interest Customers Tariff Rate Agreement with the LDC) that the LDC allocate the quantity of Net Energy Billing Credits specified in Section 4.1 to Buyer's customer account(s), as further set forth in Exhibit A, "Buyer's Designation of Customer Accounts," attached hereto and incorporated herein. Buyer understands that the Net Energy Billing Credits received by Buyer for a particular month will be reflected on Buyer's statement from the LDC as a monetary credit amount and not as an electricity quantity; and that such credit will be reflected on Buyer's monthly invoice according to the LDC's billing cycle, which may be approximately one (1) month or longer after the Net Energy Billing Credits are generated by the Distributed Generation Resource.

4.3 Payment. For each month of the Term, the payment that Buyer shall make to Seller for the purchase of the Percentage of Net Energy Billing Credits (the "**Payment**") shall be determined by multiplying (a) the rate per MWh set forth in Exhibit B, attached hereto and incorporated herein, by (b) the MWhs generated and delivered to the grid by the Distributed Generation Resource as measured by the LDC

4.5 Title to Net Energy Billing Credits. Title to Net Energy Billing Credits will pass from Seller to Buyer upon the LDC's allocation of such Net Energy Billing Credits to Buyer's customer account(s) by the LDC.

4.6 Non-Exclusive Agreement. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that (a) Buyer's agreement to purchase Net Energy Billing Credits from Seller is not exclusive, and Buyer shall have the right and ability to enter into agreements with other parties to purchase additional Net Energy Billing Credits and/or RECs,

subject to all Applicable Legal Requirements, and (b) Seller's agreement to sell Net Energy Billing Credits to Buyer is not exclusive, and Seller shall have the right and ability to enter into agreements with other parties to sell additional Net Energy Billing Credits and/or RECs, subject to all Applicable Legal Requirements.

4.7 Governmental Charges.

- a. Seller is responsible for any Governmental Charges currently attributable to the sale of Net Energy Billing Credits to Buyer, irrespective of whether imposed before, upon, or after the allocation and delivery of Net Energy Billing Credits to Buyer. Other than the Payment set forth in Section 4.3, Buyer shall not be responsible for any Governmental Charges that are associated with the Distributed Generation Resource, including but not limited to any charges or costs associated with metering the generation from the Distributed Generation Resource or settling such generation in the ISO-NE wholesale markets; provided that Buyer shall be responsible for any charges or rates imposed on LDC's customers generally.
- b. The Parties shall use reasonable efforts to administer this Agreement and implement its provisions so as to minimize Governmental Charges to the extent permitted by law. In the event any of the sales of Net Energy Billing Credits hereunder are to be exempted from or not subject to one or more Governmental Charges, the Party claiming such exemption shall, upon a Party's written request therefore, provide the requesting Party with all necessary documentation to evidence such exemption or exclusion in a timely manner.

ARTICLE V PAYMENT

5.1 Payment. During each monthly LDC billing cycle, Seller shall invoice Buyer for the Payment for the Net Energy Billing Credits generated by the Distributed Generation Resource during the prior monthly LDC billing cycle (the "**Invoice**"). Buyer shall either (i) promptly (and no later than five (5) days after receipt) provide its monthly LDC bill to Seller, or, (ii) shall allow Seller to access Buyer's monthly bill directly with the LDC, at Buyer's discretion. Subject to the provisions of Section 4.4, Buyer shall pay all invoiced amounts owed to Seller by a mutually agreeable method, even if the amount of Buyer's LDC bills is not sufficient to utilize all Net Energy Billing Credits allocated to Buyer. Any undisputed payment not made to Seller within thirty (30) days of the Buyer's receipt of a proper Invoice shall bear interest from the date on which such payment was required to have been made through and including the date such payment is actually received by Seller. Such interest shall accrue at a rate equal to the Interest Rate.

5.2 Records and Audits. Each Party shall keep, for a period of not less than six (6) years after the expiration or termination of any transaction, records sufficient to permit verification of the accuracy of billing statements, Invoices, charges, computations, and payments for such

transaction. During such period each Party may, at its sole cost and expense, and upon reasonable notice to the other Party, examine the other Party's records pertaining to such transactions during the other Party's normal business hours. Seller shall, at Buyer's request, such request to not occur more than annually, provide documentation itemized by month of the amount of total electricity generated by the Distributed Generation Resource and delivered to the grid and/or the calculation of the Net Energy Billing Credits.

5.3 Dispute. If a Party, in good faith, disputes an amount owed or paid as provided in this Agreement, the disputing Party shall immediately notify the other Party of the basis for the dispute and the obligated Party shall pay the undisputed portion of such Invoice no later than the due date. Upon resolution of the dispute, any required payment shall be made within seven (7) Business Days of such resolution along with the interest accrued at the Interest Rate, from and including the due date through and including the date such payment is actually received by Seller. Any overpayments shall be returned by the receiving Party upon request or deducted from subsequent payments at the option of the overpaying Party with interest accrued at the Interest Rate from the date payment was made to the date payment is returned by the receiving Party. The Parties shall only be entitled to dispute an amount owed or paid within twenty-four (24) calendar months from the date of issuance of such Invoice. If the Parties are unable to resolve a payment dispute, the Parties shall follow the procedure set forth in Section 13.5.

ARTICLE VI OBLIGATIONS OF THE PARTIES

6.1 Net Energy Billing.

- a. Each Party's obligations under this Agreement are subject to the Distributed Generation Resource qualifying for Net Energy Billing pursuant to the Net Energy Billing Regulations.
- b. Subject to the provisions of this Agreement, each Party agrees to take all reasonable measures with respect to which it has legal capacity to facilitate and expedite the review of all approvals necessary for the Distributed Generation Resource to be eligible for and to participate in Net Energy Billing
- c. So long as any such amendment will materially benefit a Party without material detriment to the other Party and is otherwise permitted by law, the Parties commit to each other in good faith to make commercially reasonable efforts to fully cooperate and assist each other to amend this Agreement to conform to Net Energy Billing rule(s) or regulation(s) and ensure that the Distributed Generation Resource is eligible for Net Energy Billing.
- d. Upon implementation by the MPUC or other Governmental Authority of any rule or regulation that may affect any provision of this Agreement, in particular any rule or regulation regarding the provision of or eligibility for Net Energy Billing, the Parties shall negotiate in good faith to amend this Agreement to conform to such rule(s) and/or

regulation(s) to the greatest extent possible, and shall use best efforts to conform such amendment to the original intent of this Agreement and to do so in a timely fashion.

6.2 Seller's Obligations.

- a. Seller shall maintain accurate operating and other records and all other data for the purposes of proper administration of this Agreement, including such records as may be required of Seller (and in the form required) by any Governmental Authority or the LDC.
- b. Seller shall file with the LDC in a timely manner the initial Exhibit 1 to the Commercial or Institutional Customer of Shared Financial Interest Customers Tariff Rate Agreement with the LDC and any modifications to that "Exhibit 1" or any subsequent "Exhibit 1" as directed by Buyer in accordance with this Agreement and Applicable Legal Requirements.
- c. Seller shall perform its obligations under this Agreement in full compliance with the Applicable Legal Requirements.

6.3 Buyer's Obligations.

- a. Buyer shall perform its obligations under this Agreement in full compliance with the Applicable Legal Requirements.
- b. Buyer shall reasonably cooperate with Seller so that Seller can meet its obligations under this Agreement, which cooperation shall include, but not be limited to, (i) timely providing to Seller full, accurate, and complete information regarding the monetary value of any Net Energy Billing Credits that have been allocated to Buyer's customer account(s) by the LDC, and (ii) timely providing to Seller information about Buyer's designated customer accounts and percentage allocation of Net Energy Billing Credits for such accounts; and (iii) timely executing any authorizations required by the LDC to allocate Net Energy Billing Credits to Buyer's designated customer accounts and to allow Seller access to the monthly LDC bill for such Buyer accounts.
- c. Buyer shall not obtain electric supply from a competitive electricity provider (as defined in MPUC regulations) for Buyer's designated customer accounts to which Net Energy Billing Credits will be allocated under this Agreement, unless such competitive electricity provider has agreed to engage in consolidated billing with the LDC.

ARTICLE VII
REPRESENTATIONS AND WARRANTIES; ACKNOWLEDGEMENTS; BUYER'S
CONVENANTS

7.1 Representations and Warranties. As of the Effective Date, each Party represents and warrants to the other Party as follows:

- a. The Party is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and is qualified to do business in and in good standing under the laws of Maine.
- b. The Party has full legal capacity to enter into and perform this Agreement.
- c. The execution, delivery, and performance of the Agreement and the consummation of the transaction hereunder have been duly authorized, and each person executing the Agreement on behalf of the Party has full authority to do so and to fully bind the Party.
- d. The Party has validly executed and delivered this Agreement, and this Agreement constitutes the legal, valid and binding obligation of the Party enforceable against the Party according to its terms, except as the enforceability of this Agreement may be limited by general principles of equity (whether considered in a proceeding in equity or at law) or bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights generally.
- e. The execution and delivery of this Agreement and the performance of the obligations hereunder will not violate or conflict with any Applicable Legal Requirement, any order of any court or other agency of government, or any provision of any agreement or other instrument to which the Party is bound.
- f. There is no litigation, arbitration, administrative proceeding, or bankruptcy proceeding pending or being contemplated by the Party, or, to the Party's knowledge, threatened against the Party, that would materially and adversely affect the validity or enforceability of this Agreement or the Party's ability to carry out the Party's obligations hereunder.

7.2 Buyer Representation and Warranty. As of the Effective Date, Buyer represents and warrants that the electricity supply for Buyer's designated customer accounts is provided by either (i) the standard offer provider, as defined in MPUC regulations or (ii) a competitive electricity provider, as defined in MPUC regulations, who has agreed to engage in consolidated billing with the LDC.

7.3 Forward Contract; Bankruptcy Code. Seller asserts that this Agreement and the transactions contemplated hereunder are a "forward contract" within the meaning of the United States Bankruptcy Code, and that Seller is a "forward contract merchant" within the meaning of the United States Bankruptcy Code. The Seller further asserts that Seller is not a "utility," as

such term is used in Section 366 of the United States Bankruptcy Code, and Buyer agrees to waive and not to assert the applicability of the provisions of Section 366 in any bankruptcy proceeding wherein Buyer is a debtor.

ARTICLE VIII TERMINATION/DEFAULT/REMEDIES

8.1 Events of Default. The following shall each constitute an Event of Default by a Party.

- a. The Party fails to make any material payment due under this Agreement within fourteen (14) days after such payment is due, unless the specific amount of the payment not made is being disputed, and such failure continues for a period of five (5) Business Days after receipt of written notice of such nonpayment.
- b. The Party fails to perform or comply with any material covenant or agreement set forth in this Agreement and such failure continues for a period of thirty (30) days after receipt of written notice thereof from the non-defaulting Party; provided, however, if the defaulting Party proceeds with diligent efforts during such thirty (30) day period to cure such breach and is unable by reason of the nature of the work involved using commercially reasonable efforts to cure the same within the said thirty (30) days, the defaulting Party's time to do so shall be extended by the time reasonably necessary to cure the same, provided that such extended cure period shall be no longer than ninety (90) days and further provided that the cure periods in this section shall not apply to and do not constitute a waiver of the early termination provision in Section 2.2 of this Agreement.
- c. Fraud or intentional misrepresentation by the Party with respect to any of the representations and warranties of this Agreement.
- d. The Party: (i) is dissolved (other than pursuant to a consolidation, amalgamation, or merger); (ii) becomes insolvent or is unable to pay its debts or fails (or admits in writing its inability) generally to pay its debts as they become due; (iii) except for assignments made pursuant to Section 10.1 or Section 10.2 (regarding financing), makes a general assignment, arrangement, or composition with or for the benefit of its creditors; (iv) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up, reorganization, or liquidation, which proceeding or petition is not dismissed, stayed, or vacated within twenty (20) Business Days thereafter; (v) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights; (vi) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; (vii) except as provided for exercise of possession through assignments made pursuant to Section 10.1 or Section 10.2 (regarding financing), has a secured party take possession of

all or substantially all of its assets, the Distributed Generation Resource, or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets; (viii) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vii) inclusive; or (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

8.2 Force Majeure. Except as specifically provided herein, if by reason of *Force Majeure* a Party is unable to carry out, either in whole or in part, any of its obligations herein contained, such Party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing Party, as soon as reasonably practicable after the occurrence of the *Force Majeure* event, gives the other Party hereto written notice describing the particulars of the occurrence and the anticipated period and extent of delay or interruption of such Party's performance hereunder; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the *Force Majeure* event; (iii) no obligations of the Party which were to be performed prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence; and (iv) the non-performing Party shall use commercially reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations.

8.3 Termination for Default.

- a. Upon the occurrence of an Event of Default, the non-defaulting Party at any time thereafter may give written notice to the defaulting Party specifying such Event of Default and such notice may state that this Agreement and the Term shall expire and terminate on a date specified in such notice, which shall be at least five (5) Business Days after the giving of such notice, and upon any termination date specified in such notice, this Agreement shall terminate as of the date set forth in the Notice.
- b. In the event this Agreement is terminated as a result of an Event of Default, (i) Seller shall have no further obligation to deliver, and Buyer shall have no further obligation to purchase, any Net Energy Billing Credits from Seller, provided, however, that Buyer shall pay Seller for any Net Energy Billing Credits generated by Seller that have or may continue to be allocated to Buyer by the LDC, and (ii) Seller shall notify the LDC immediately to stop any future Net Energy Billing Credits allocation to Buyer forthwith, and shall promptly provide a copy of such notification to Buyer. A non-defaulting Party that terminates this Agreement as a result of an Event of Default may seek other rights or remedies available to it at law or equity.

ARTICLE IX REMEDIES AND LIMITATION OF LIABILITY

9.1 Remedies. Subject to the limitations set forth in this Agreement, each Party reserves and shall have all rights and remedies available to it at law or in equity with respect to the performance or non-performance of the other Party hereto under this Agreement. Each Party agrees that it has a duty to mitigate damages that it may incur as a result of a Party's non-performance under this Agreement.

9.2 Limitation of Liability. WITH THE EXCEPTION OF SELLER'S OBLIGATIONS SET FORTH IN THE FOLLOWING SECTION 9.3, NO PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT OR PUNITIVE DAMAGES OF ANY CHARACTER, RESULTING FROM, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY INCIDENT TO ANY ACT OR OMISSION OF ANY OF THE PARTIES RELATED TO THE PROVISIONS OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE (EXCEPT GROSS NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY. FOR THE AVOIDANCE OF DOUBT, IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY HEREIN PROVIDED, THE OBLIGOR'S LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY; PROVIDED THAT LOSS OF PAYMENTS UNDER THIS AGREEMENT AND LOSS OF TAX ATTRIBUTES SHALL CONSTITUTE DIRECT ACTUAL DAMAGES.

9.3 Indemnification. Notwithstanding anything to the contrary in Section 9.2, Buyer shall not be responsible or liable for any personal injury or property damage caused by or occurring upon the Distributed Generation Resources, its site, or any individual component thereof, unless caused by Buyer, its officers, directors, employees, representatives, or agents. Seller shall defend, indemnify and hold harmless Buyer, its officers, directors, agents, and employees from and against any and all claims, demands, liens, lawsuits, judgments, or actions of any nature that may be brought on account of the construction, installation, operation, maintenance, repair, or replacement of the Distributed Generation Resource or any component thereof, unless caused by Buyer, its officers, directors, employees, representatives, or agents.

9.4. Waivers.

- a. No Implied Waivers – Remedies Cumulative. No covenant or term under this Agreement shall be deemed to have been waived by a Party, unless such waiver shall be in writing and signed by the Party against whom it is to be enforced. Consent or approval of a Party to any act or matter must be in writing, shall apply only with respect to the particular act or matter in which such consent or approval is given, and shall not relieve the other Party from the obligation wherever required under this Agreement to obtain consent or approval for any other act or matter. The failure of a Party to insist upon the strict performance of any one of the covenants or terms of this Agreement or to exercise any right, remedy, or election herein contained or permitted by law shall not constitute or be

construed as a waiver or relinquishment for the future of such covenant or term, right, remedy, or election, but the same shall continue and remain in full force and effect. Any right or remedy of a Party herein specified or any other right or remedy that a Party may have at law, in equity or otherwise upon breach of any covenant or terms herein contained shall be a distinct, separate, and cumulative right or remedy and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other.

- b. Acceptance of Payment. Neither receipt nor acceptance by a Party of any payment due herein, nor payment of same by a Party, shall be deemed to be a waiver of any default under the covenants or terms of this Agreement, or of any right or defense that a Party may be entitled to exercise hereunder.

ARTICLE X ASSIGNMENT

10.1 Prior Written Consent. No Party shall assign or in any manner transfer this Agreement or any part thereof without the prior written consent of the other Party, which consent may not be unreasonably conditioned, withheld, or delayed, except that no prior written consent shall be required in connection with any assignment by Seller in connection with (i) the financing of or tax equity investment in the Distributed Generation Resource or (ii) the transfer, lease, purchase, or other acquisition of all or substantially all of the assets or voting securities of Seller.

10.2 Collateral Assignment; Financing Provisions.

- a. Financing Arrangements. Seller may mortgage, pledge, grant security interest, assign, or otherwise encumber its interest in this Agreement to any Lender or other persons providing financing for the Distributed Generation Resource. Buyer acknowledges that in connection with such transactions Seller may secure Seller's obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Distributed Generation Resource. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any Lender, lessor or other such person, as applicable, Buyer agrees as follows:
 - i. Consent to Collateral Assignment. Buyer hereby consents to both the sale of the Distributed Generation Resource to a Lender and the collateral assignment of Seller's right, title, and interest in and to this Agreement for the financing for the Distributed Generation Resource.
 - ii. Rights of Lender. Notwithstanding any contrary term of this Agreement:
 - A. Step-In Rights. The Lender, as owner of the Distributed Generation Resource, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Seller, any and all rights and remedies of Seller under this

Agreement in accordance with the terms of this Agreement. The Lender shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Distributed Generation Resource;

- B. Opportunity to Cure Default. The Lender shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty, or obligation required of Seller thereunder or cause to be cured of any default of Seller thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Lender to cure any default of Seller under this Agreement or (unless the Lender has succeeded to Seller's interests under this Agreement) to perform any act, duty, or obligation of Seller under this Agreement, but Buyer hereby gives it the option to do so;
- C. Exercise of Remedies. Upon the exercise of remedies, including any sale of the Distributed Generation Resource by the Lender, whether by judicial proceeding or under any power of sale, or any conveyance from Seller to the Lender (or any assignee of the Lender as defined below) in lieu thereof, the Lender shall give notice to Buyer of the transferee or assignee of this Agreement. Except as otherwise provided in Article 8, any such exercise of remedies shall not constitute a default under this Agreement.;
- D. Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Seller under the United States Bankruptcy Code, at the request of Lender made within ninety (90) days of such termination or rejection, Buyer may, in Buyer's complete discretion, elect to enter into a new agreement with Lender or its assignee having substantially the same terms and conditions as this Agreement.

iii. Right to Cure.

- A. Cure Period. Buyer will not exercise any right to terminate or suspend this Agreement unless it shall have given the Lender prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Lender shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after expiration of the periods provided for in this Agreement; provided that is Seller's default reasonably cannot be cured by the Lender within such period and the Lender commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional ninety (90) days. The Parties' respective obligations will otherwise remain in effect during the cure period.

- B. Continuation of Agreement. If the Lender or its assignee (including any purchaser or transferee of this Agreement or the Distributed Generation Resource), pursuant to an exercise of remedies by the Lender, shall acquire title to or control, by receivership or otherwise, of Seller's assets and shall, within the time periods described in Section 10.2(a)(iii)(A), cure all material defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement, then the Lender or its assignee shall no longer be in default under this Agreement, and provided that after such change in title or control Buyer shall continue to receive all the Net Energy Billing Credits due to it as set forth in this Agreement, this Agreement shall continue in full force and effect as a direct contract between the Lender and its assignee, as Seller, and Buyer, provided that Buyer shall not be obligated to pay any sums to any assignee of Lender until Buyer has received notice from such assignee that it has succeeded to such interest.
- b. Lender a Third Party Beneficiary. Buyer agrees and acknowledges that Lender is a third party beneficiary of the provisions of this Section 10.2.
- c. Entry to Consent to Assignment. Buyer agrees, at Seller's sole cost and expense, to execute such consents to assignment, estoppel certificates, or acknowledgements as may be reasonably requested by Seller or its Lender(s) in connection with the financing, tax equity investment in, or sale of the Distributed Generation Resource, pursuant to this Section 10.2, and which do not change or alter any material economic term of this Agreement.

ARTICLE XI AMENDMENT FOR FINANCING

11.1 Obligation to Modify the Agreement for Financing. If a Lender requires this Agreement to be modified, or if a Seller, in good faith, requires the Agreement to be modified in order to finance, develop, or operate the Distributed Generation Resource, and in each case the modifications are reasonable and do not materially impact the terms of the Agreement, the Parties shall enter into negotiations to amend this Agreement to materially conform to such requirements and to the original intent of this Agreement in a timely manner. To the extent that Buyer incurs reasonable costs or fees, including reasonable attorneys' fees, as a result of its efforts to accommodate a modification to the Agreement under this Section 11.1, Seller shall be liable to Buyer for such costs and fees. If the Parties, negotiating in good faith, cannot agree on such amendments, or if a Seller determines in good faith that the Agreement cannot be amended to allow the Distributed Generation Resource to be financed, developed, or operated in a commercially reasonable manner, then Seller may terminate this agreement by providing Buyer thirty (30) days prior written notice and this Agreement shall terminate as to the Distributed Generation Resource without further liability of the Seller to the Buyer and of the Buyer to the

Seller, provided that the Buyer and Seller shall not be released from any payment or other obligations arising under this Agreement prior to such termination.

ARTICLE XII AMENDMENT FOR DISTRIBUTED GENERATION PROCUREMENT

12.1 Modification of the Agreement for Distributed Generation Procurement. Prior to the Commercial Operations Date, if (i) the Distributed Generation Resource qualifies for and receives a contract through the Distributed Generation Procurement conducted pursuant to 35-A M.R.S. §§ 3481-3488 and the Distributed Generation Procurement rules promulgated by the Maine Public Utilities Commission (“MPUC”) and codified as 65-407 C.M.R. ch. 312, and (ii) both Parties elect in writing to utilize Distributed Generation Procurement rather than Net Energy Billing, the Parties shall negotiate in good faith to amend this Agreement to conform to the requirements of Distributed Generation Procurement to the greatest extent possible, and shall use best efforts to conform such amendment to the original intent of this Agreement and to do so in a timely fashion. Seller is under no obligation to pursue Distributed Generation Procurement qualification for the Distributed Generation Resource, and neither Party is under any obligation to elect to utilize Distributed Generation Procurement rather than Net Energy Billing.

ARTICLE XIII MISCELLANEOUS

13.1 Notices. All notices and other formal communications which a Party may give to the other under or in connection with this Agreement shall be in writing (except where expressly provided for otherwise), shall be effective upon receipt, and shall be sent by any of the following methods: hand delivery; reputable overnight courier; certified mail, return receipt requested; and email with receipt confirmed by email or in writing by recipient, and shall be sent to the following addresses:

If to Seller:

Presque Isle 1 Solar, LLC
c/o National Renewable Solutions, LLC
ATTN: Lindsey Ransom, Chief Operating Officer
11100 Wayzata Boulevard, Suite 450
Minnetonka, MN 55305
lransom@natrs.com

If to Buyer:

Any Party may change its address and contact person for the purposes of this Section 13.1 by giving notice thereof in the manner required herein.

13.2 Confidentiality. Except as provided in this Section 13.2, no Party shall publish, disclose, or otherwise divulge Confidential Information to any person at any time during or after the term of this Agreement, without the other Party's prior express written consent.

- a. Each Party shall permit knowledge of and access to Confidential Information only to those of its affiliates, attorneys, accountants, representatives, actual or potential Lenders (with respect to Seller), advisors, consultants, agents, officers, directors, members, and employees who have a need to know related to this Agreement.
- b. If required by any law, statute, ordinance, decision, or regulation or pursuant to any order issued by a court, governmental agency, or authority having jurisdiction over a Party, that Party may release or disclose Confidential Information, or a portion thereof, as required by applicable law, statute, ordinance, decision, order, or regulation, and a Party may disclose Confidential Information to accountants in connection with audits.

13.3 Severability. If any article, section, phrase, or portion of this Agreement is, for any reason, held or adjudged to be invalid, illegal, or unenforceable by any court of competent jurisdiction, such article, section, phrase, or portion so adjudged will be deemed separate, severable, and independent, and the remainder of this Agreement will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided the basic purpose of this Agreement and the benefits to the Parties are not substantially impaired, and provided further, however, that the Parties shall enter into negotiations concerning the terms affected by such decisions for the purpose of achieving conformity with requirements of any Applicable Legal Requirements and the intent of the Parties.

13.4 Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced, and performed in accordance with the laws of

the State of Maine without regard to principles of conflicts of law. If, due to any change in Applicable Legal Requirements or the interpretation thereof by any court of law or other governing body having jurisdiction subsequent to the Effective Date, performance of any provision of this Agreement or any transaction contemplated hereby shall become impracticable or impossible, the Parties hereto shall use their best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such provision.

13.5 Dispute Resolution. Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Section 13.5 shall be the exclusive mechanism to resolve disputes arising under or related to this Agreement. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement.

- a. Any dispute that arises under or with respect to this Agreement that cannot be resolved shall in the first instance be the subject of negotiations between respective executive officers of each Party. The dispute shall be considered to have arisen when one Party sends the other Party a written notice of dispute. The period for information negotiations shall be twenty-one (21) days from receipt of the written notice of dispute unless such time period is modified by written agreement of the Parties.
- b. In the event that the parties cannot timely resolve a dispute by negotiations, the sole venue for judicial enforcement shall be the federal or state courts of Maine. Each Party hereby consents to the jurisdiction of such courts, and to service of process in the State of Maine in respect of actions, suits, or proceedings arising out of or in connection with this Agreement or the transactions contemplated by this Agreement.
- c. Jury Trial Waiver. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN.
- d. Notwithstanding the foregoing, injunctive relief from such court may be sought without resorting to a form of alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this Agreement.

13.6 Entire Agreement. This Agreement, together with its exhibits, contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all other understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.

13.7 Press Releases and Use of Names and Logos. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, or the sale or purchase of Net Energy Billing Credits. Each Party shall have the

right to approve (with such approval not to be unreasonably withheld, conditioned, or delayed) any publicity materials, press releases, or other public statements by another Party that refer to, or that describe, any aspect of this Agreement, or the sale or purchase of Net Energy Billing Credits. No such releases or other public statements (except for filings or other factual statements or releases as may be required by Applicable Legal Requirements) shall be made by any Party without the prior written consent of the other Party. No Party shall use the name, trade name, service mark, or trademark of the other in any promotional or advertising material without the prior written consent of the other Party, provided that such consent may require the Parties to execute a separate trademark licensing agreement.

13.8 No Joint Venture. Each Party will perform all obligations under this Agreement as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent, or legal representative of the other Party or to create a joint venture, partnership, agency, or any relationship between the Parties. The obligations of each Party hereunder are individual and neither collective nor joint in nature.

13.9 Amendments; Binding Effect. This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by each of the Parties to this Agreement or its respective successor in interest or permitted assignee. This Agreement inures to the benefit of and is binding upon the Parties and each of their respective successors and permitted assignees.

13.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. This Agreement may be executed or delivered by electronic or facsimile means, and electronic or facsimile copies of executed signature pages shall be binding as originals.

13.11 Further Assurances. From time to time and at any time at and after the execution of this Agreement, each Party shall execute, acknowledge, and deliver such documents and assurances, reasonably requested by the other and shall take any other action consistent with the terms of the Agreement that may be reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated by this Agreement. No Party shall unreasonably withhold, condition, or delay its compliance with any reasonable request made pursuant to this Section.

13.12 Good Faith. All rights, duties, and obligations established by this Agreement shall be exercised in good faith and in a commercially reasonable manner.

13.13 Survival. The provisions of Sections 3.1 (Title), 4.5 (Title to Net Energy Billing Credits), 5.1 (Payment), 5.3 (Dispute), 8.3 (Termination for Default), 9.1 (Remedies), 9.2 (Limitation of Liability), 9.3 (Indemnification), and 9.4 (Waivers), and Article 13 (Miscellaneous) shall survive the expiration or earlier termination of this Agreement. The provisions of Section 5.2 (Records and Audits) shall survive the expiration or earlier termination of this Agreement for a period of six (6) years.

13.14 No Third-Party Beneficiaries. Except as set forth in Section 10.2(b), this Agreement is intended solely for the benefit of the Parties hereto. Except as expressly set forth in this Agreement, nothing in this Agreement shall be construed to create any duty to or standard of care with reference to, or any liability to, or any benefit for any person not a Party to this Agreement, except that this section 13.14 shall not limit the rights of a Lender pursuant to Section 10.2.

[Signature page to follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

BUYER

By: _____

Name: _____

Title: _____

SELLER

Presque Isle 1 Solar, LLC

By: _____

Name: Lindsey Ransom

Title: Chief Operating Officer of Manager (National Renewable Solutions, LLC)

List of Exhibits to Agreement

Exhibit A – Buyer’s Designation of Customer Accounts

Exhibit B – Price

Exhibit C – Projected Monthly Energy

Exhibit D – Distributed Generation Resource Description

EXHIBIT A

BUYER'S DESIGNATION OF CUSTOMER ACCOUNTS

To complete this Exhibit A, Buyer shall provide a list of their Small Class Emera (Maine Public District) Customer Account Numbers that are to receive generated Net Energy Billing Credits from the Distributed Generation Resource. Only Small Class Emera (Maine Public District) Customer Account Numbers that are associated with Buyer may be included in this list.

Throughout the Term of this Agreement, Buyer may, at its sole discretion, modify this list of Small Class Emera (Maine Public District) Customer Account Numbers that are receiving Net Energy Billing Credits from the Distributed Generation Resource, provided any added Customer Account Numbers are also Small Class Emera (Maine Public District) Customer Account Numbers that are associated with Buyer. Modifications to this list will not result in any changes to the Percentage described in Section 4.1.

[Buyer to provide initial listing of Buyer's Small Class Emera (Maine Public District) Customer Account Numbers]

EXHIBIT B

PRICE

This Exhibit B defines the rate per MWh (the “**Price**”), referenced in Section 4.3, that is used to calculate the monthly payment that Buyer shall make to Seller under the terms of the Agreement.

Pursuant to the Net Energy Billing Regulations, the Distributed Generation Resource will generate Net Energy Billing Credits for each megawatt-hour (“MWh”) of electricity generated and delivered to the grid by the Distributed Generation Resource.

Pursuant to 35-A M.R.S. § 3209-B(5) and 65-407 C.M.R. ch. 313(K), as may be amended from time to time, the MPUC will determine and set Net Energy Billing tariff rates annually. The Net Energy Billing tariff rate that applies to this Agreement shall be the Small Class Net Energy Billing Tariff Rate for Emera (Maine Public District) (the “**Tariff Rate**”).

For the Term of this Agreement, the Price shall be equal to the Tariff Rate in effect at the time a MWh of electricity is generated by the Distributed Generation Resource multiplied by a factor of 0.9 (the “**Discount Factor**”), provided that the Price shall never be less than \$99.90/MWh (the “**Price Floor**”).

As an example only and not for the purpose of creating any binding obligations on the Parties, the Small Class Net Energy Billing Tariff Rate for Emera (Maine Public District) for the period from January 1, 2020 through December 31, 2020 was set by MPUC at \$121.637 per MWh. In this example, the Tariff Rate for a MWh of electricity generated by the Distributed Generation Resource between January 1, 2020 and December 31, 2020 would be \$121.637 per MWh (the Tariff Rate). This Tariff Rate multiplied by 0.9 (the Discount Factor) results in a Price of \$109.4733 per MWh.

EXHIBIT C

PROJECTED MONTHLY ENERGY DELIVERED TO GRID

This Exhibit C describes the energy or electricity (MWh) that is projected to be generated and delivered to the grid by the Distributed Generation Resource in an average year of the Distributed Generation Resource's expected operating life. Due to annual PV solar module degradation, these values should be reduced by 0.05% (one-half of one percent) for each year the Distributed Generation Resource has been in operation.

Month	Projected Energy Total (MWh)	Buyer Percentage	Projected Energy Buyer Percentage (MWh)
January	241.79	30%	72.537
February	294.48	30%	88.344
March	298.62	30%	89.586
April	397.95	30%	119.385
May	506.76	30%	152.028
June	559.65	30%	167.895
July	432.01	30%	129.603
August	555.42	30%	166.626
September	366.12	30%	109.836
October	311.71	30%	93.513
November	219.33	30%	65.799
December	172.98	30%	51.894
<i>Year Total</i>	<i>4,356.83</i>	<i>30%</i>	<i>1,307.049</i>

EXHIBIT D

DISTRIBUTED GENERATION RESOURCE DESCRIPTION

Project Name	Presque Isle 1 Solar Project
Project Size	2.997 MW AC
Utility Service Territory	Emera (Maine Public District)
Service Load Zone	Maine
Town or City	Presque Isle, ME
County	Aroostook County
Project GPS Coordinates	46.7055, -68.0450
Projected Generation (Year 1)	4,356.83 MWh

NET ENERGY BILLING CREDITS AGREEMENT

This Net Energy Billing Credits Agreement (“**Agreement**”) is entered into as of [DATE], 2020 (the “**Effective Date**”) and is by and between Presque Isle 1 Solar, LLC a Maine Limited Liability Corporation (the “**Seller**”), and the City of Presque Isle, a Maine municipality (the “**Buyer**”). In this Agreement, Seller and Buyer are sometimes referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Seller is in the business of financing, developing, owning, operating, and maintaining solar electric generation facilities;

WHEREAS, Seller proposes to finance, install, own, operate, and maintain a Distributed Generation Resource (the “**Distributed Generation Resource**”);

WHEREAS, the Distributed Generation Resource is expected to qualify for Net Energy Billing pursuant to 35-A M.R.S. § 3209-B and the customer net energy billing rules promulgated by the Maine Public Utilities Commission (“**MPUC**”) 65-407 C.M.R. ch. 313 and will, therefore, generate Net Energy Billing Credits for electricity generated and delivered to the grid by the Distributed Generation Resource; and

WHEREAS, Seller desires to sell and allocate to Buyer, and Buyer desires to purchase and receive from Seller, the Net Energy Billing Credits generated by the Distributed Generation Resource during the Term, subject to the terms and conditions, and at the prices, set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual premises, representations, warranties, covenants, conditions herein contained, and the Exhibits attached hereto, Seller and Buyer agree as follows.

ARTICLE I DEFINITIONS

When used in this Agreement, the following terms shall have the meanings given below, unless a different meaning is expressed or clearly indicated by the context. Words defined in this Article I which are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings.

“**Agreement**” has the meaning set forth in the preamble.

“**Applicable Legal Requirements**” means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction, including the

Net Energy Billing regulations, of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen, and all licenses, permits, and other governmental consents, which may at any time be applicable to a Party's rights and obligations hereunder, including, without limitation, the construction, operation, and ownership of the Distributed Generation Resource, as well as the selling and purchasing of Net Energy Billing Credits therefrom.

“Business Day” means a day on which Federal Reserve member banks in Boston, Massachusetts are open or required to be open for business; and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time.

“Buyer” has the meaning set forth in the preamble.

“Commercial Operations Date” means the later of (i) the date on which the Distributed Generation Resource generates electric energy on a commercial basis, and (ii) the date that interconnection of the Distributed Generation Resource to the local electrical distribution system has been authorized and is functioning with the LDC.

“Confidential Information” means all information exchanged between the Parties which contains proprietary business or confidential information of a party and is clearly marked or (if oral) designated as “confidential” by such Party in writing. The Parties agree that the specific economic terms (but not the existence) of this Agreement constitute Confidential Information. The following exceptions, however, do not constitute Confidential Information for purposes of this Agreement and as to this Agreement itself: (a) information that is or becomes generally available to the public other than as a result of a disclosure by either Party in violation of this Agreement; (b) information that was already known by the receiving Party on a non-confidential basis prior to this Agreement; (c) information that becomes available to receiving Party from a source other than the disclosing Party if such source was not subject to any prohibition against disclosing the information to such Party under an agreement with the disclosing Party; (d) information a Party is required to disclose in connection with any administrative or regulatory approval or filing process in connection with the conduct of its business or in accordance with any statute or regulations; (e) information disclosed pursuant to any applicable law, rule, or regulation requiring such disclosure, or as compelled by legal process including, but not limited to any “public records,” the Maine Freedom of Access Law, or “freedom of information” request or pursuant to the order or requirement of a court, administrative agency, or other Governmental Authority and (f) information that is disclosed by the receiving Party with the prior written permission of the disclosing Party.

“Distributed Generation Procurement” means the procurement conducted by the MPUC for distributed generation facilities associated with commercial and institutional customers pursuant to 35-A M.R.S. § 3485 and Chapter 312 of the MPUC rules, 65-407 C.M.R. ch. 312.

“Distributed Generation Resource” means the solar (PV) power electrical generation facility, to be constructed, owned, operated, and maintained by Seller, with specifications for an aggregate nameplate capacity of approximately 2.997 megawatts (“***MW***”)(AC), together with all

appurtenant facilities required to interconnect such Distributed Generation Resource to the local electric distribution system, all to be located in Presque Isle, Maine, as described in Exhibit D, attached hereto.

“Energy” means the amount of electricity either used or generated over a period of time, expressed in terms of kilowatt hours (“*kWh*”) or megawatt hours (“*MWh*”).

“Environmental Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the Distributed Generation Resource, the production of electrical energy from the Distributed Generation Resource, and its displacement of conventional energy generation, including (i) any avoided emissions of pollutants to the air, soil, or water such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO), and other pollutants; (ii) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride, and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; and (iii) the reporting rights related to these avoided emissions, such as Green Tag Reporting Right and Renewable Energy Certificates (RECs) issued by the NEPOOL Generation Information System (GIS). Green Tag Reporting Rights are the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party, and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation, or bill, and international or foreign emissions trading program. Environmental Attributes do not include Tax Attributes. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, investment credits, emissions allowances, green tags, tradeable renewable credits, and Green-e® products.

“Force Majeure” means any cause or circumstance not within the reasonable control of the affected Party which precludes or delays that Party from carrying out, in whole or in part, its obligations under this Agreement, including, but not limited to, the following: Acts of God; hurricanes or tornados; fires; epidemics or pandemics; landslides; earthquakes; floods; lightning; other natural catastrophes; strikes; lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act, or orders of any kind of any Governmental Authority, provided, however, that any such discretionary acts, failures to act, or orders of any kind by Buyer (if Buyer is a Governmental Authority) may not be asserted as an event of *Force Majeure* by Buyer; insurrections; terrorism; military action; war, whether or not it is declared; sabotage; riots; civil disturbances; or explosions. A Party may not assert an event of *Force Majeure* to excuse it from performing due to any act, failure to act, or order of a Governmental Authority, where it was reasonably within such Party’s power to prevent such act, failure to act, or order. Economic hardship of either Party due to general economic or energy market conditions shall not constitute an event of *Force Majeure*.

“Generation Contingent” means that Seller’s failure to deliver is excused if the Distributed Generation Resource for any reason does not generate sufficient energy necessary to deliver Net Energy Billing Credits hereunder. In such an event, Seller shall not be liable to Buyer for any damages.

“Governmental Authority” means any national, state, or local government, independent system operator, regional transmission owner or operator, any political subdivision thereof, or any other governmental, judicial, regulatory, public, or statutory instrumentality, authority, body, agency, department, bureau, or entity.

“Governmental Charges” means all applicable federal, state, and local taxes (other than taxes based on income or net worth, but including, without limitation, sales, use, gross receipts, or similar taxes), governmental charges, emission allowance costs, duties, tariffs, levies, licenses, fees, permits, assessments, adders, or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a Governmental Authority, LDC, or other similar entity, on or with respect to the Net Energy Billing Credits.

“Interconnection Agreement” means the Interconnection Agreement entered into with the LDC which authorizes the interconnection of the Distributed Generation Resource with the local electric transmission and distribution system.

“Interest Rate” means 200 basis points above the per annum prime rate as published in the Wall Street Journal, provided, however, that the interest rate shall not exceed the maximum rate permitted by applicable law.

“LDC” means the local electric transmission and distribution company.

“Lender” means any entity or person(s) providing financing and/or tax equity investment to Seller in connection with the Distributed Generation Resource.

“NEPOOL” means the New England Power Pool and any successor.

“NEPOOL GIS” means the New England Power Pool Generation Information System, which includes a generation information database and certificate system, operated by NEPOOL, its designee or successor entity, that accounts for the generation attributes of electricity generated within New England.

“NEPOOL GIS Certificate” means an electronic record produced by the NEPOOL GIS that identifies the relevant generation attributes of each MWh accounted for in the NEPOOL GIS.

“NEPOOL GIS Operating Rules” means the NEPOOL GIS Operating Rules, effective January 1, 2020, as may be amended from time to time. Capitalized terms used but not defined in this Agreement shall have the meanings set forth in the NEPOOL GIS Operating Rules.

“Net Energy Billing” shall have the meaning set forth in 35-A M.R.S. § 3209-B (1) (D) and as set forth in Chapter 313 of the MPUC rules, 65-407 C.M.R. ch. 313.

“Net Energy Billing Credits” means those bill credits as set forth in 35-A M.R.S. § 3209-B (5) and as set forth in Chapter 313 of the MPUC customer net energy billing rules, 65-407 C.M.R. ch. 313, §3(K).

“Net Energy Billing Regulations” are the Maine net energy billing statute, 35-A M.R.S. § 3209-B and the MPUC customer net energy billing rules, 65-407 C.M.R. ch. 313.

“Party” and **“Parties”** has the meaning set forth in the preamble.

“Renewable Energy Certificate” or **“REC”** means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt hour (MWh) from a renewable energy source by a renewable energy project, and excluding, for the avoidance of doubt, any Tax Attributes and the Net Energy Billing Credits.

“Seller” has the meaning set forth in the preamble.

“Tax Attributes” means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Distributed Generation Resource or the output generated by the Distributed Generation Resource (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation).

“Term” has the meaning set forth in Section 2.1.

“Termination Date” has the meaning set forth in Section 2.1.

ARTICLE II TERM

2.1 Term. The term of this Agreement (the **“Term”**) shall commence on the Effective Date and shall end with respect to the Distributed Generation Resource at the earlier of (i) 11:59 P.M. on the day preceding the twentieth (20th) anniversary of the Distributed Generation Resource’s Commercial Operations Date (the **“Termination Date”**), or (ii) such date as of which this Agreement may be earlier terminated pursuant to the provisions hereof.

2.2 Early Termination. The Buyer may terminate this Agreement as to the Distributed Generation Resource without penalty or any liability to either Party:

- a. prior to the Commercial Operations Date if the Distributed Generation Resource has not achieved commercial operation within thirty (30) months after the Effective Date, except that the twenty four (24) month time period shall be extended day-for-day for the duration of any period of Force Majeure claimed by Seller in accordance with Section 8.2 or by delays caused by a Governmental Authority or the LDC in approving the Interconnection Agreement or studying or completing the interconnection work required to interconnect the Distributed Generation Resource to the LDC's electric distribution or transmission system. In the case of termination pursuant to this Section 2.2(a), the Buyer shall give the Seller thirty (30) days prior written notice. Or,
- b. after the Commercial Operations Date if over any consecutive twelve-month period, the Distributed Generation Resource generates less than fifty percent (50%) of its expected Energy over a period of twelve (12) consecutive months and such under-performance is not due to a Force Majeure event. (For avoidance of doubt, for this Section 2.2(b), the expected Energy for each 12-month period shall be set forth in Exhibit C, attached hereto). In the case of termination pursuant to this Section 2.2(b), the Buyer shall give the Seller thirty (30) days prior written notice.

In the case of termination pursuant to this Section 2.2, this Agreement shall terminate as to the Distributed Generation Resource without further liability of the Seller to the Buyer and of the Buyer to the Seller, provided that the Buyer and Seller shall not be released from any payment or other obligations arising under this Agreement prior to such termination.

ARTICLE III FACILITY OWNERSHIP AND OPERATION

3.1 Title. Title to the Distributed Generation Resource and all generation capacity credits and Tax Attributes produced or associated with the Distributed Generation Resource shall be with the Seller. Title to the Percentage of Net Energy Billing Credits produced or associated with the Distributed Generation Resource shall be transferred to the Buyer in accordance with Section 4.5 of this Agreement.

3.2 Notice of Commercial Operations Date. Subject to the provisions of this Agreement, Seller shall notify Buyer in writing when the Distributed Generation Resource has achieved the Commercial Operations Date.

3.3 Seller's Operation of Facilities. Seller shall install, operate, and maintain the Distributed Generation Resource in material accordance with all Applicable Legal Requirements, all equipment manufacturers' guidelines and recommendations, and pursuant to widely accepted industry practice and shall maintain such documents and records necessary to confirm Seller's installation, operation, and maintenance of the Distributed Generation Resource in material accordance with such standards.

3.4 Seller's Obligation to Maintain Facilities; Insurance. Seller shall maintain the Distributed Generation Resource and the individual components thereof in good working order at all times during the Term of this Agreement, subject to reasonable time allowed for maintenance, repair, and event(s) of Force Majeure. Seller shall carry insurance coverage in an amount reasonably expected to repair or replace the Distributed Generation Resource if damaged, or in an amount as required by a Lender, at Seller's discretion.

ARTICLE IV SALE AND PURCHASE OF NET ENERGY BILLING CREDITS

4.1 Sale and Purchase of Net Energy Billing Credits. Commencing on the Commercial Operations Date, on a monthly basis, Seller agrees to sell to Buyer, and Buyer agrees to purchase and accept all of Seller's right, title, and interest to 20% (the "**Percentage**") of the Net Energy Billing Credits generated by the Distributed Generation Resource, free and clear of all claims, liens, security interests, and encumbrances of any kind, nature, and description. Seller's obligations under this Section 4.1 are Generation Contingent, but this shall not be construed as a waiver of the early termination provisions under Section 2.2.

4.2 Allocation. To facilitate delivery of the Net Energy Billing Credits purchased and sold pursuant to Section 4.1, Seller shall request (through completion of the applicable Exhibit 1 to the Commercial or Institutional Customer of Shared Financial Interest Customers Tariff Rate Agreement with the LDC) that the LDC allocate the quantity of Net Energy Billing Credits specified in Section 4.1 to Buyer's customer account(s), as further set forth in Exhibit A, "Buyer's Designation of Customer Accounts," attached hereto and incorporated herein. Buyer understands that the Net Energy Billing Credits received by Buyer for a particular month will be reflected on Buyer's statement from the LDC as a monetary credit amount and not as an electricity quantity; and that such credit will be reflected on Buyer's monthly invoice according to the LDC's billing cycle, which may be approximately one (1) month or longer after the Net Energy Billing Credits are generated by the Distributed Generation Resource.

4.3 Payment. For each month of the Term, the payment that Buyer shall make to Seller for the purchase of the Percentage of Net Energy Billing Credits (the "**Payment**") shall be determined by multiplying (a) the rate per MWh set forth in Exhibit B, attached hereto and incorporated herein, by (b) the MWhs generated and delivered to the grid by the Distributed Generation Resource as measured by the LDC

4.5 Title to Net Energy Billing Credits. Title to Net Energy Billing Credits will pass from Seller to Buyer upon the LDC's allocation of such Net Energy Billing Credits to Buyer's customer account(s) by the LDC.

4.6 Non-Exclusive Agreement. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that (a) Buyer's agreement to purchase Net Energy Billing Credits from Seller is not exclusive, and Buyer shall have the right and ability to enter into agreements with other parties to purchase additional Net Energy Billing Credits and/or RECs,

subject to all Applicable Legal Requirements, and (b) Seller's agreement to sell Net Energy Billing Credits to Buyer is not exclusive, and Seller shall have the right and ability to enter into agreements with other parties to sell additional Net Energy Billing Credits and/or RECs, subject to all Applicable Legal Requirements.

4.7 Governmental Charges.

- a. Seller is responsible for any Governmental Charges currently attributable to the sale of Net Energy Billing Credits to Buyer, irrespective of whether imposed before, upon, or after the allocation and delivery of Net Energy Billing Credits to Buyer. Other than the Payment set forth in Section 4.3, Buyer shall not be responsible for any Governmental Charges that are associated with the Distributed Generation Resource, including but not limited to any charges or costs associated with metering the generation from the Distributed Generation Resource or settling such generation in the ISO-NE wholesale markets; provided that Buyer shall be responsible for any charges or rates imposed on LDC's customers generally.
- b. The Parties shall use reasonable efforts to administer this Agreement and implement its provisions so as to minimize Governmental Charges to the extent permitted by law. In the event any of the sales of Net Energy Billing Credits hereunder are to be exempted from or not subject to one or more Governmental Charges, the Party claiming such exemption shall, upon a Party's written request therefore, provide the requesting Party with all necessary documentation to evidence such exemption or exclusion in a timely manner.

ARTICLE V PAYMENT

5.1 Payment. During each monthly LDC billing cycle, Seller shall invoice Buyer for the Payment for the Net Energy Billing Credits generated by the Distributed Generation Resource during the prior monthly LDC billing cycle (the "***Invoice***"). Buyer shall either (i) promptly (and no later than five (5) days after receipt) provide its monthly LDC bill to Seller, or, (ii) shall allow Seller to access Buyer's monthly bill directly with the LDC, at Buyer's discretion. Subject to the provisions of Section 4.4, Buyer shall pay all invoiced amounts owed to Seller by a mutually agreeable method, even if the amount of Buyer's LDC bills is not sufficient to utilize all Net Energy Billing Credits allocated to Buyer. Any undisputed payment not made to Seller within thirty (30) days of the Buyer's receipt of a proper Invoice shall bear interest from the date on which such payment was required to have been made through and including the date such payment is actually received by Seller. Such interest shall accrue at a rate equal to the Interest Rate.

5.2 Records and Audits. Each Party shall keep, for a period of not less than six (6) years after the expiration or termination of any transaction, records sufficient to permit verification of the accuracy of billing statements, Invoices, charges, computations, and payments for such

transaction. During such period each Party may, at its sole cost and expense, and upon reasonable notice to the other Party, examine the other Party's records pertaining to such transactions during the other Party's normal business hours. Seller shall, at Buyer's request, such request to not occur more than annually, provide documentation itemized by month of the amount of total electricity generated by the Distributed Generation Resource and delivered to the grid and/or the calculation of the Net Energy Billing Credits.

5.3 Dispute. If a Party, in good faith, disputes an amount owed or paid as provided in this Agreement, the disputing Party shall immediately notify the other Party of the basis for the dispute and the obligated Party shall pay the undisputed portion of such Invoice no later than the due date. Upon resolution of the dispute, any required payment shall be made within seven (7) Business Days of such resolution along with the interest accrued at the Interest Rate, from and including the due date through and including the date such payment is actually received by Seller. Any overpayments shall be returned by the receiving Party upon request or deducted from subsequent payments at the option of the overpaying Party with interest accrued at the Interest Rate from the date payment was made to the date payment is returned by the receiving Party. The Parties shall only be entitled to dispute an amount owed or paid within twenty-four (24) calendar months from the date of issuance of such Invoice. If the Parties are unable to resolve a payment dispute, the Parties shall follow the procedure set forth in Section 13.5.

ARTICLE VI OBLIGATIONS OF THE PARTIES

6.1 Net Energy Billing.

- a. Each Party's obligations under this Agreement are subject to the Distributed Generation Resource qualifying for Net Energy Billing pursuant to the Net Energy Billing Regulations.
- b. Subject to the provisions of this Agreement, each Party agrees to take all reasonable measures with respect to which it has legal capacity to facilitate and expedite the review of all approvals necessary for the Distributed Generation Resource to be eligible for and to participate in Net Energy Billing
- c. So long as any such amendment will materially benefit a Party without material detriment to the other Party and is otherwise permitted by law, the Parties commit to each other in good faith to make commercially reasonable efforts to fully cooperate and assist each other to amend this Agreement to conform to Net Energy Billing rule(s) or regulation(s) and ensure that the Distributed Generation Resource is eligible for Net Energy Billing.
- d. Upon implementation by the MPUC or other Governmental Authority of any rule or regulation that may affect any provision of this Agreement, in particular any rule or regulation regarding the provision of or eligibility for Net Energy Billing, the Parties shall negotiate in good faith to amend this Agreement to conform to such rule(s) and/or

regulation(s) to the greatest extent possible, and shall use best efforts to conform such amendment to the original intent of this Agreement and to do so in a timely fashion.

6.2 Seller's Obligations.

- a. Seller shall maintain accurate operating and other records and all other data for the purposes of proper administration of this Agreement, including such records as may be required of Seller (and in the form required) by any Governmental Authority or the LDC.
- b. Seller shall file with the LDC in a timely manner the initial Exhibit 1 to the Commercial or Institutional Customer of Shared Financial Interest Customers Tariff Rate Agreement with the LDC and any modifications to that "Exhibit 1" or any subsequent "Exhibit 1" as directed by Buyer in accordance with this Agreement and Applicable Legal Requirements.
- c. Seller shall perform its obligations under this Agreement in full compliance with the Applicable Legal Requirements.

6.3 Buyer's Obligations.

- a. Buyer shall perform its obligations under this Agreement in full compliance with the Applicable Legal Requirements.
- b. Buyer shall reasonably cooperate with Seller so that Seller can meet its obligations under this Agreement, which cooperation shall include, but not be limited to, (i) timely providing to Seller full, accurate, and complete information regarding the monetary value of any Net Energy Billing Credits that have been allocated to Buyer's customer account(s) by the LDC, and (ii) timely providing to Seller information about Buyer's designated customer accounts and percentage allocation of Net Energy Billing Credits for such accounts; and (iii) timely executing any authorizations required by the LDC to allocate Net Energy Billing Credits to Buyer's designated customer accounts and to allow Seller access to the monthly LDC bill for such Buyer accounts.
- c. Buyer shall not obtain electric supply from a competitive electricity provider (as defined in MPUC regulations) for Buyer's designated customer accounts to which Net Energy Billing Credits will be allocated under this Agreement, unless such competitive electricity provider has agreed to engage in consolidated billing with the LDC.

ARTICLE VII
REPRESENTATIONS AND WARRANTIES; ACKNOWLEDGEMENTS; BUYER'S
CONVENANTS

7.1 Representations and Warranties. As of the Effective Date, each Party represents and warrants to the other Party as follows:

- a. The Party is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and is qualified to do business in and in good standing under the laws of Maine.
- b. The Party has full legal capacity to enter into and perform this Agreement.
- c. The execution, delivery, and performance of the Agreement and the consummation of the transaction hereunder have been duly authorized, and each person executing the Agreement on behalf of the Party has full authority to do so and to fully bind the Party.
- d. The Party has validly executed and delivered this Agreement, and this Agreement constitutes the legal, valid and binding obligation of the Party enforceable against the Party according to its terms, except as the enforceability of this Agreement may be limited by general principles of equity (whether considered in a proceeding in equity or at law) or bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights generally.
- e. The execution and delivery of this Agreement and the performance of the obligations hereunder will not violate or conflict with any Applicable Legal Requirement, any order of any court or other agency of government, or any provision of any agreement or other instrument to which the Party is bound.
- f. There is no litigation, arbitration, administrative proceeding, or bankruptcy proceeding pending or being contemplated by the Party, or, to the Party's knowledge, threatened against the Party, that would materially and adversely affect the validity or enforceability of this Agreement or the Party's ability to carry out the Party's obligations hereunder.

7.2 Buyer Representation and Warranty. As of the Effective Date, Buyer represents and warrants that the electricity supply for Buyer's designated customer accounts is provided by either (i) the standard offer provider, as defined in MPUC regulations or (ii) a competitive electricity provider, as defined in MPUC regulations, who has agreed to engage in consolidated billing with the LDC.

7.3 Forward Contract; Bankruptcy Code. Seller asserts that this Agreement and the transactions contemplated hereunder are a "forward contract" within the meaning of the United States Bankruptcy Code, and that Seller is a "forward contract merchant" within the meaning of the United States Bankruptcy Code. The Seller further asserts that Seller is not a "utility," as

such term is used in Section 366 of the United States Bankruptcy Code, and Buyer agrees to waive and not to assert the applicability of the provisions of Section 366 in any bankruptcy proceeding wherein Buyer is a debtor.

ARTICLE VIII TERMINATION/DEFAULT/REMEDIES

8.1 Events of Default. The following shall each constitute an Event of Default by a Party.

- a. The Party fails to make any material payment due under this Agreement within fourteen (14) days after such payment is due, unless the specific amount of the payment not made is being disputed, and such failure continues for a period of five (5) Business Days after receipt of written notice of such nonpayment.
- b. The Party fails to perform or comply with any material covenant or agreement set forth in this Agreement and such failure continues for a period of thirty (30) days after receipt of written notice thereof from the non-defaulting Party; provided, however, if the defaulting Party proceeds with diligent efforts during such thirty (30) day period to cure such breach and is unable by reason of the nature of the work involved using commercially reasonable efforts to cure the same within the said thirty (30) days, the defaulting Party's time to do so shall be extended by the time reasonably necessary to cure the same, provided that such extended cure period shall be no longer than ninety (90) days and further provided that the cure periods in this section shall not apply to and do not constitute a waiver of the early termination provision in Section 2.2 of this Agreement.
- c. Fraud or intentional misrepresentation by the Party with respect to any of the representations and warranties of this Agreement.
- d. The Party: (i) is dissolved (other than pursuant to a consolidation, amalgamation, or merger); (ii) becomes insolvent or is unable to pay its debts or fails (or admits in writing its inability) generally to pay its debts as they become due; (iii) except for assignments made pursuant to Section 10.1 or Section 10.2 (regarding financing), makes a general assignment, arrangement, or composition with or for the benefit of its creditors; (iv) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up, reorganization, or liquidation, which proceeding or petition is not dismissed, stayed, or vacated within twenty (20) Business Days thereafter; (v) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights; (vi) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; (vii) except as provided for exercise of possession through assignments made pursuant to Section 10.1 or Section 10.2 (regarding financing), has a secured party take possession of

all or substantially all of its assets, the Distributed Generation Resource, or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets; (viii) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vii) inclusive; or (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

8.2 Force Majeure. Except as specifically provided herein, if by reason of *Force Majeure* a Party is unable to carry out, either in whole or in part, any of its obligations herein contained, such Party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing Party, as soon as reasonably practicable after the occurrence of the *Force Majeure* event, gives the other Party hereto written notice describing the particulars of the occurrence and the anticipated period and extent of delay or interruption of such Party's performance hereunder; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the *Force Majeure* event; (iii) no obligations of the Party which were to be performed prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence; and (iv) the non-performing Party shall use commercially reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations.

8.3 Termination for Default.

- a. Upon the occurrence of an Event of Default, the non-defaulting Party at any time thereafter may give written notice to the defaulting Party specifying such Event of Default and such notice may state that this Agreement and the Term shall expire and terminate on a date specified in such notice, which shall be at least five (5) Business Days after the giving of such notice, and upon any termination date specified in such notice, this Agreement shall terminate as of the date set forth in the Notice.
- b. In the event this Agreement is terminated as a result of an Event of Default, (i) Seller shall have no further obligation to deliver, and Buyer shall have no further obligation to purchase, any Net Energy Billing Credits from Seller, provided, however, that Buyer shall pay Seller for any Net Energy Billing Credits generated by Seller that have or may continue to be allocated to Buyer by the LDC, and (ii) Seller shall notify the LDC immediately to stop any future Net Energy Billing Credits allocation to Buyer forthwith, and shall promptly provide a copy of such notification to Buyer. A non-defaulting Party that terminates this Agreement as a result of an Event of Default may seek other rights or remedies available to it at law or equity.

ARTICLE IX REMEDIES AND LIMITATION OF LIABILITY

9.1 Remedies. Subject to the limitations set forth in this Agreement, each Party reserves and shall have all rights and remedies available to it at law or in equity with respect to the performance or non-performance of the other Party hereto under this Agreement. Each Party agrees that it has a duty to mitigate damages that it may incur as a result of a Party's non-performance under this Agreement.

9.2 Limitation of Liability. WITH THE EXCEPTION OF SELLER'S OBLIGATIONS SET FORTH IN THE FOLLOWING SECTION 9.3, NO PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT OR PUNITIVE DAMAGES OF ANY CHARACTER, RESULTING FROM, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY INCIDENT TO ANY ACT OR OMISSION OF ANY OF THE PARTIES RELATED TO THE PROVISIONS OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE (EXCEPT GROSS NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY. FOR THE AVOIDANCE OF DOUBT, IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY HEREIN PROVIDED, THE OBLIGOR'S LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY; PROVIDED THAT LOSS OF PAYMENTS UNDER THIS AGREEMENT AND LOSS OF TAX ATTRIBUTES SHALL CONSTITUTE DIRECT ACTUAL DAMAGES.

9.3 Indemnification. Notwithstanding anything to the contrary in Section 9.2, Buyer shall not be responsible or liable for any personal injury or property damage caused by or occurring upon the Distributed Generation Resources, its site, or any individual component thereof, unless caused by Buyer, its officers, directors, employees, representatives, or agents. Seller shall defend, indemnify and hold harmless Buyer, its officers, directors, agents, and employees from and against any and all claims, demands, liens, lawsuits, judgments, or actions of any nature that may be brought on account of the construction, installation, operation, maintenance, repair, or replacement of the Distributed Generation Resource or any component thereof, unless caused by Buyer, its officers, directors, employees, representatives, or agents.

9.4. Waivers.

- a. No Implied Waivers – Remedies Cumulative. No covenant or term under this Agreement shall be deemed to have been waived by a Party, unless such waiver shall be in writing and signed by the Party against whom it is to be enforced. Consent or approval of a Party to any act or matter must be in writing, shall apply only with respect to the particular act or matter in which such consent or approval is given, and shall not relieve the other Party from the obligation wherever required under this Agreement to obtain consent or approval for any other act or matter. The failure of a Party to insist upon the strict performance of any one of the covenants or terms of this Agreement or to exercise any right, remedy, or election herein contained or permitted by law shall not constitute or be

construed as a waiver or relinquishment for the future of such covenant or term, right, remedy, or election, but the same shall continue and remain in full force and effect. Any right or remedy of a Party herein specified or any other right or remedy that a Party may have at law, in equity or otherwise upon breach of any covenant or terms herein contained shall be a distinct, separate, and cumulative right or remedy and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other.

- b. Acceptance of Payment. Neither receipt nor acceptance by a Party of any payment due herein, nor payment of same by a Party, shall be deemed to be a waiver of any default under the covenants or terms of this Agreement, or of any right or defense that a Party may be entitled to exercise hereunder.

ARTICLE X ASSIGNMENT

10.1 Prior Written Consent. No Party shall assign or in any manner transfer this Agreement or any part thereof without the prior written consent of the other Party, which consent may not be unreasonably conditioned, withheld, or delayed, except that no prior written consent shall be required in connection with any assignment by Seller in connection with (i) the financing of or tax equity investment in the Distributed Generation Resource or (ii) the transfer, lease, purchase, or other acquisition of all or substantially all of the assets or voting securities of Seller.

10.2 Collateral Assignment; Financing Provisions.

- a. Financing Arrangements. Seller may mortgage, pledge, grant security interest, assign, or otherwise encumber its interest in this Agreement to any Lender or other persons providing financing for the Distributed Generation Resource. Buyer acknowledges that in connection with such transactions Seller may secure Seller's obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Distributed Generation Resource. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any Lender, lessor or other such person, as applicable, Buyer agrees as follows:
 - i. Consent to Collateral Assignment. Buyer hereby consents to both the sale of the Distributed Generation Resource to a Lender and the collateral assignment of Seller's right, title, and interest in and to this Agreement for the financing for the Distributed Generation Resource.
 - ii. Rights of Lender. Notwithstanding any contrary term of this Agreement:
 - A. Step-In Rights. The Lender, as owner of the Distributed Generation Resource, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Seller, any and all rights and remedies of Seller under this

Agreement in accordance with the terms of this Agreement. The Lender shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Distributed Generation Resource;

- B. Opportunity to Cure Default. The Lender shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty, or obligation required of Seller thereunder or cause to be cured of any default of Seller thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Lender to cure any default of Seller under this Agreement or (unless the Lender has succeeded to Seller's interests under this Agreement) to perform any act, duty, or obligation of Seller under this Agreement, but Buyer hereby gives it the option to do so;
- C. Exercise of Remedies. Upon the exercise of remedies, including any sale of the Distributed Generation Resource by the Lender, whether by judicial proceeding or under any power of sale, or any conveyance from Seller to the Lender (or any assignee of the Lender as defined below) in lieu thereof, the Lender shall give notice to Buyer of the transferee or assignee of this Agreement. Except as otherwise provided in Article 8, any such exercise of remedies shall not constitute a default under this Agreement.;
- D. Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Seller under the United States Bankruptcy Code, at the request of Lender made within ninety (90) days of such termination or rejection, Buyer may, in Buyer's complete discretion, elect to enter into a new agreement with Lender or its assignee having substantially the same terms and conditions as this Agreement.

iii. Right to Cure.

- A. Cure Period. Buyer will not exercise any right to terminate or suspend this Agreement unless it shall have given the Lender prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Lender shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after expiration of the periods provided for in this Agreement; provided that is Seller's default reasonably cannot be cured by the Lender within such period and the Lender commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional ninety (90) days. The Parties' respective obligations will otherwise remain in effect during the cure period.

- B. Continuation of Agreement. If the Lender or its assignee (including any purchaser or transferee of this Agreement or the Distributed Generation Resource), pursuant to an exercise of remedies by the Lender, shall acquire title to or control, by receivership or otherwise, of Seller's assets and shall, within the time periods described in Section 10.2(a)(iii)(A), cure all material defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement, then the Lender or its assignee shall no longer be in default under this Agreement, and provided that after such change in title or control Buyer shall continue to receive all the Net Energy Billing Credits due to it as set forth in this Agreement, this Agreement shall continue in full force and effect as a direct contract between the Lender and its assignee, as Seller, and Buyer, provided that Buyer shall not be obligated to pay any sums to any assignee of Lender until Buyer has received notice from such assignee that it has succeeded to such interest.
- b. Lender a Third Party Beneficiary. Buyer agrees and acknowledges that Lender is a third party beneficiary of the provisions of this Section 10.2.
- c. Entry to Consent to Assignment. Buyer agrees, at Seller's sole cost and expense, to execute such consents to assignment, estoppel certificates, or acknowledgements as may be reasonably requested by Seller or its Lender(s) in connection with the financing, tax equity investment in, or sale of the Distributed Generation Resource, pursuant to this Section 10.2, and which do not change or alter any material economic term of this Agreement.

ARTICLE XI AMENDMENT FOR FINANCING

11.1 Obligation to Modify the Agreement for Financing. If a Lender requires this Agreement to be modified, or if a Seller, in good faith, requires the Agreement to be modified in order to finance, develop, or operate the Distributed Generation Resource, and in each case the modifications are reasonable and do not materially impact the terms of the Agreement, the Parties shall enter into negotiations to amend this Agreement to materially conform to such requirements and to the original intent of this Agreement in a timely manner. To the extent that Buyer incurs reasonable costs or fees, including reasonable attorneys' fees, as a result of its efforts to accommodate a modification to the Agreement under this Section 11.1, Seller shall be liable to Buyer for such costs and fees. If the Parties, negotiating in good faith, cannot agree on such amendments, or if a Seller determines in good faith that the Agreement cannot be amended to allow the Distributed Generation Resource to be financed, developed, or operated in a commercially reasonable manner, then Seller may terminate this agreement by providing Buyer thirty (30) days prior written notice and this Agreement shall terminate as to the Distributed Generation Resource without further liability of the Seller to the Buyer and of the Buyer to the

Seller, provided that the Buyer and Seller shall not be released from any payment or other obligations arising under this Agreement prior to such termination.

ARTICLE XII AMENDMENT FOR DISTRIBUTED GENERATION PROCUREMENT

12.1 Modification of the Agreement for Distributed Generation Procurement. Prior to the Commercial Operations Date, if (i) the Distributed Generation Resource qualifies for and receives a contract through the Distributed Generation Procurement conducted pursuant to 35-A M.R.S. §§ 3481-3488 and the Distributed Generation Procurement rules promulgated by the Maine Public Utilities Commission (“MPUC”) and codified as 65-407 C.M.R. ch. 312, and (ii) both Parties elect in writing to utilize Distributed Generation Procurement rather than Net Energy Billing, the Parties shall negotiate in good faith to amend this Agreement to conform to the requirements of Distributed Generation Procurement to the greatest extent possible, and shall use best efforts to conform such amendment to the original intent of this Agreement and to do so in a timely fashion. Seller is under no obligation to pursue Distributed Generation Procurement qualification for the Distributed Generation Resource, and neither Party is under any obligation to elect to utilize Distributed Generation Procurement rather than Net Energy Billing.

ARTICLE XIII MISCELLANEOUS

13.1 Notices. All notices and other formal communications which a Party may give to the other under or in connection with this Agreement shall be in writing (except where expressly provided for otherwise), shall be effective upon receipt, and shall be sent by any of the following methods: hand delivery; reputable overnight courier; certified mail, return receipt requested; and email with receipt confirmed by email or in writing by recipient, and shall be sent to the following addresses:

If to Seller:

Presque Isle 1 Solar, LLC
c/o National Renewable Solutions, LLC
ATTN: Lindsey Ransom, Chief Operating Officer
11100 Wayzata Boulevard, Suite 450
Minnetonka, MN 55305
lransom@natrs.com

If to Buyer:

Any Party may change its address and contact person for the purposes of this Section 13.1 by giving notice thereof in the manner required herein.

13.2 Confidentiality. Except as provided in this Section 13.2, no Party shall publish, disclose, or otherwise divulge Confidential Information to any person at any time during or after the term of this Agreement, without the other Party's prior express written consent.

- a. Each Party shall permit knowledge of and access to Confidential Information only to those of its affiliates, attorneys, accountants, representatives, actual or potential Lenders (with respect to Seller), advisors, consultants, agents, officers, directors, members, and employees who have a need to know related to this Agreement.
- b. If required by any law, statute, ordinance, decision, or regulation or pursuant to any order issued by a court, governmental agency, or authority having jurisdiction over a Party, that Party may release or disclose Confidential Information, or a portion thereof, as required by applicable law, statute, ordinance, decision, order, or regulation, and a Party may disclose Confidential Information to accountants in connection with audits.

13.3 Severability. If any article, section, phrase, or portion of this Agreement is, for any reason, held or adjudged to be invalid, illegal, or unenforceable by any court of competent jurisdiction, such article, section, phrase, or portion so adjudged will be deemed separate, severable, and independent, and the remainder of this Agreement will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided the basic purpose of this Agreement and the benefits to the Parties are not substantially impaired, and provided further, however, that the Parties shall enter into negotiations concerning the terms affected by such decisions for the purpose of achieving conformity with requirements of any Applicable Legal Requirements and the intent of the Parties.

13.4 Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced, and performed in accordance with the laws of

the State of Maine without regard to principles of conflicts of law. If, due to any change in Applicable Legal Requirements or the interpretation thereof by any court of law or other governing body having jurisdiction subsequent to the Effective Date, performance of any provision of this Agreement or any transaction contemplated hereby shall become impracticable or impossible, the Parties hereto shall use their best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such provision.

13.5 Dispute Resolution. Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Section 13.5 shall be the exclusive mechanism to resolve disputes arising under or related to this Agreement. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement.

- a. Any dispute that arises under or with respect to this Agreement that cannot be resolved shall in the first instance be the subject of negotiations between respective executive officers of each Party. The dispute shall be considered to have arisen when one Party sends the other Party a written notice of dispute. The period for information negotiations shall be twenty-one (21) days from receipt of the written notice of dispute unless such time period is modified by written agreement of the Parties.
- b. In the event that the parties cannot timely resolve a dispute by negotiations, the sole venue for judicial enforcement shall be the federal or state courts of Maine. Each Party hereby consents to the jurisdiction of such courts, and to service of process in the State of Maine in respect of actions, suits, or proceedings arising out of or in connection with this Agreement or the transactions contemplated by this Agreement.
- c. Jury Trial Waiver. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN.
- d. Notwithstanding the foregoing, injunctive relief from such court may be sought without resorting to a form of alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this Agreement.

13.6 Entire Agreement. This Agreement, together with its exhibits, contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all other understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.

13.7 Press Releases and Use of Names and Logos. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, or the sale or purchase of Net Energy Billing Credits. Each Party shall have the

right to approve (with such approval not to be unreasonably withheld, conditioned, or delayed) any publicity materials, press releases, or other public statements by another Party that refer to, or that describe, any aspect of this Agreement, or the sale or purchase of Net Energy Billing Credits. No such releases or other public statements (except for filings or other factual statements or releases as may be required by Applicable Legal Requirements) shall be made by any Party without the prior written consent of the other Party. No Party shall use the name, trade name, service mark, or trademark of the other in any promotional or advertising material without the prior written consent of the other Party, provided that such consent may require the Parties to execute a separate trademark licensing agreement.

13.8 No Joint Venture. Each Party will perform all obligations under this Agreement as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent, or legal representative of the other Party or to create a joint venture, partnership, agency, or any relationship between the Parties. The obligations of each Party hereunder are individual and neither collective nor joint in nature.

13.9 Amendments; Binding Effect. This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by each of the Parties to this Agreement or its respective successor in interest or permitted assignee. This Agreement inures to the benefit of and is binding upon the Parties and each of their respective successors and permitted assignees.

13.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. This Agreement may be executed or delivered by electronic or facsimile means, and electronic or facsimile copies of executed signature pages shall be binding as originals.

13.11 Further Assurances. From time to time and at any time at and after the execution of this Agreement, each Party shall execute, acknowledge, and deliver such documents and assurances, reasonably requested by the other and shall take any other action consistent with the terms of the Agreement that may be reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated by this Agreement. No Party shall unreasonably withhold, condition, or delay its compliance with any reasonable request made pursuant to this Section.

13.12 Good Faith. All rights, duties, and obligations established by this Agreement shall be exercised in good faith and in a commercially reasonable manner.

13.13 Survival. The provisions of Sections 3.1 (Title), 4.5 (Title to Net Energy Billing Credits), 5.1 (Payment), 5.3 (Dispute), 8.3 (Termination for Default), 9.1 (Remedies), 9.2 (Limitation of Liability), 9.3 (Indemnification), and 9.4 (Waivers), and Article 13 (Miscellaneous) shall survive the expiration or earlier termination of this Agreement. The provisions of Section 5.2 (Records and Audits) shall survive the expiration or earlier termination of this Agreement for a period of six (6) years.

13.14 No Third-Party Beneficiaries. Except as set forth in Section 10.2(b), this Agreement is intended solely for the benefit of the Parties hereto. Except as expressly set forth in this Agreement, nothing in this Agreement shall be construed to create any duty to or standard of care with reference to, or any liability to, or any benefit for any person not a Party to this Agreement, except that this section 13.14 shall not limit the rights of a Lender pursuant to Section 10.2.

[Signature page to follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

BUYER

By:_____

Name:_____

Title:_____

SELLER

Presque Isle 1 Solar, LLC

By:_____

Name: Lindsey Ransom

Title: Chief Operating Officer of Manager (National Renewable Solutions, LLC)

List of Exhibits to Agreement

Exhibit A – Buyer’s Designation of Customer Accounts

Exhibit B – Price

Exhibit C – Projected Monthly Energy

Exhibit D – Distributed Generation Resource Description

EXHIBIT A

BUYER'S DESIGNATION OF CUSTOMER ACCOUNTS

To complete this Exhibit A, Buyer shall provide a list of their Medium Class Emera (Maine Public District) Customer Account Numbers that are to receive generated Net Energy Billing Credits from the Distributed Generation Resource. Only Medium Class Emera (Maine Public District) Customer Account Numbers that are associated with Buyer may be included in this list. Throughout the Term of this Agreement, Buyer may, at its sole discretion, modify this list of Medium Class Emera (Maine Public District) Customer Account Numbers that are receiving Net Energy Billing Credits from the Distributed Generation Resource, provided any added Customer Account Numbers are also Medium Class Emera (Maine Public District) Customer Account Numbers that are associated with Buyer. Modifications to this list will not result in any changes to the Percentage described in Section 4.1.

[Buyer to provide initial listing of Buyer's Medium Class Emera (Maine Public District) Customer Account Numbers]

EXHIBIT B

PRICE

This Exhibit B defines the rate per MWh (the “**Price**”), referenced in Section 4.3, that is used to calculate the monthly payment that Buyer shall make to Seller under the terms of the Agreement.

Pursuant to the Net Energy Billing Regulations, the Distributed Generation Resource will generate Net Energy Billing Credits for each megawatt-hour (“MWh”) of electricity generated and delivered to the grid by the Distributed Generation Resource.

Pursuant to 35-A M.R.S. § 3209-B(5) and 65-407 C.M.R. ch. 313(K), as may be amended from time to time, the MPUC will determine and set Net Energy Billing tariff rates annually. The Net Energy Billing tariff rate that applies to this Agreement shall be the Medium Class Net Energy Billing Tariff Rate for Emera (Maine Public District) (the “**Tariff Rate**”).

For the Term of this Agreement, the Price shall be equal to the Tariff Rate in effect at the time a MWh of electricity is generated by the Distributed Generation Resource multiplied by a factor of 0.9 (the “**Discount Factor**”), provided that the Price shall never be less than \$99.90/MWh (the “**Price Floor**”).

As an example only and not for the purpose of creating any binding obligations on the Parties, the Medium Class Net Energy Billing Tariff Rate for Emera (Maine Public District) for the period from January 1, 2020 through December 31, 2020 was set by MPUC at \$118.001 per MWh. In this example, the Tariff Rate for a MWh of electricity generated by the Distributed Generation Resource between January 1, 2020 and December 31, 2020 would be \$118.001 per MWh (the Tariff Rate). This Tariff Rate multiplied by 0.9 (the Discount Factor) results in a Price of \$106.2009 per MWh.

EXHIBIT C

PROJECTED MONTHLY ENERGY DELIVERED TO GRID

This Exhibit C describes the energy or electricity (MWh) that is projected to be generated and delivered to the grid by the Distributed Generation Resource in an average year of the Distributed Generation Resource's expected operating life. Due to annual PV solar module degradation, these values should be reduced by 0.05% (one-half of one percent) for each year the Distributed Generation Resource has been in operation.

Month	Projected Energy Total (MWh)	Buyer Percentage	Projected Energy Buyer Percentage (MWh)
January	241.79	20%	48.358
February	294.48	20%	58.896
March	298.62	20%	59.724
April	397.95	20%	79.59
May	506.76	20%	101.352
June	559.65	20%	111.93
July	432.01	20%	86.402
August	555.42	20%	111.084
September	366.12	20%	73.224
October	311.71	20%	62.342
November	219.33	20%	43.866
December	172.98	20%	34.596
<i>Year Total</i>	<i>4,356.83</i>	<i>20%</i>	<i>871.366</i>

EXHIBIT D

DISTRIBUTED GENERATION RESOURCE DESCRIPTION

Project Name	Presque Isle 1 Solar Project
Project Size	2.997 MW AC
Utility Service Territory	Emera (Maine Public District)
Service Load Zone	Maine
Town or City	Presque Isle, ME
County	Aroostook County
Project GPS Coordinates	46.7055, -68.0450
Projected Generation (Year 1)	4,356.83 MWh

PRESQUE ISLE CITY COUNCIL MEETING

For:

October 7, 2020

AGENDA ITEM # 16

SUBJECT

NEW BUSINESS: 2021 Budget Calendar

INFORMATION

1) 2021 Budget Calendar

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by Councilor _____ to approve the 2021 Budget Calendar.



City of Presque Isle, Maine

The Office of City Manager

Martin Puckett

Email: mpuckett@presqueisleme.us

MEMORANDUM

TO:	Honorable City Council
FROM:	Martin Puckett, City Manager
DATE:	October 1, 2020
RE:	2021 Budget Calendar

Attached is the proposed calendar for the 2020 budget process. Meeting times/dates can be modified during the process.

Date	Time	Day	Item	Location	Department (Acct #)
10/7	6:00pm	WED	Council Meeting	Chambers	Budget Overview
10/19	3:00pm	MON	Budget Workshop	Library	15 mins Brad - Finance(3) (Pages -) 15 mins Tom - City Clerk(25) (Pages -) 10 mins Martin - Gen Assistance(26) (Pages -) 5 mins Martin - IT(23) (Pages -) 15 mins Martin - Gen. Gov.(6) (Pages -) 30 mins Sonja - Library(7) (Pages -) 15 minute break for Supper - 5:15 PM Resume 30 mins Darrell - FD(4) (Pages -) 30 mins Laurie - PD(8) (Pages -) 15 mins Laurie PS Building(15) (Pages -) 30 mins Gene – Rec & Parks (10) (Pages -) End at 7:30 PM with 30 minutes available for departments that go over
10/20	3:00pm	TUE	Budget Workshop	Library or Chambers	15 mins Lewis – Assessing (Pages -) 15 mins Galen – Economic & Community Dev. (Pages -) 30 mins Dana - PW(9) (Pages -) 15 mins Dana - SW(12) (Pages -) 15 mins Martin - Resource mnngt(11) (Pages -) 30 mins Tom – Industrial Council (13) (Pages -) 15 minute break for Supper - 5:15 PM Resume 15 mins Martin - Employee Benefits(14), Insurance(16), (Pages -) 15 mins Dana - Utilities(17) (Pages -) 30 mins various - Debt(18) (Pages -) 15 mins Martin - Echo Lake(19) (Pages -) 30 mins Scott - Airport(33) Pages -) End at 7:30 PM with 30 minutes available for departments that go over
10/28	5:15pm	WED	Budget Workshop	Chambers	Any unfinished departments listed above
11/4	6:00pm	WED	Council Meeting	Chambers	1st public hearing Unclassifieds(20), Outside Requests(21) (Pages -)

12 Second Street

Presque Isle, ME 04769-2459

Phone: 207.760.2700

Fax 207.764.2501

The City of Presque Isle is an equal opportunity provider. To file a complaint, write to Martin Puckett, City Manager, 12 Second Street Presque Isle, ME 04769, or call (207) 760-2700.

11/5	3:00pm	THU	Budget Workshop	Chambers	Budget Review
11/18	5:15pm	WED	Budget Workshop	Chambers	Budget Review
12/2	6:00pm	WED	Council meeting	Chambers	Final public hearing
12/9	3:00pm	WED	Tentative budget workshop	Chambers	TBD
12/10	3:00pm	THU	Tentative budget workshop	Chambers	TBD
12/14	5:15pm	MON	Tentative budget workshop	Chambers	TBD
12/31	<i>Final date allowed by charter for budget adoption</i>				

PRESQUE ISLE CITY COUNCIL MEETING

For:

October 7, 2020

AGENDA ITEM # 17

SUBJECT

NEW BUSINESS: Purchase of Bulldozer

INFORMATION

1) Memo from Scott Wardwell, dated September 10, 2020

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by Councilor _____ to authorize the City Manager to award Milton CAT the bid for a D6 Bulldozer in the amount of \$368,900.00 with the funding coming from the Federal Aviation Administration CARES Act grant program.



City of Presque Isle, Maine

The Office of
Airport Director

Scott E. Wardwell

Email: scottw@flypresqueisle.com

MEMORANDUM

TO:	City Council
FROM:	Scott Wardwell, Airport Director <i>Scott Wardwell</i>
DATE:	September 10, 2020
RE:	Purchase of Bulldozer

I am requesting your approval to purchase a low ground pressure bulldozer to be used to clear snow in front of the Instrument Landing System (ILS) Localizer. The bulldozer can also be used to complete several earthmoving projects required by our Wildlife Hazard Management plan. This request is safety critical. It is time sensitive. The funding source identified for this is the CARES grant money that the airport has already received. This equipment is currently considered ineligible under the Airport Improvement Program (AIP). The unique nature of the CARES grant program would allow us to purchase this equipment which is ineligible under any other FAA grant program.

The ILS Localizer is a critical piece of equipment that provides a radio signal to landing aircraft to help guide them to the runway centerline during periods of low ceilings and visibility. There are many instance of this signal being affected by snow cover throughout the United States. The occurrence of the shift in signal and the ultimate solution is very site specific. Some airports never have to clear the snow in front of their Localizer while others may have to do it every time the depth of snow exceeds two feet. At PQI, FAA tech ops and the airport have agreed to try to keep the area between the ILS Localizer antenna array and the runway threshold free from any snow or snow banks greater than two feet in depth. The proposed area to be kept clear is 300 feet wide and 1000 feet long. In order to clear the 300ft X 1000ft area, I believe that a low ground pressure bulldozer is necessary.

The low ground pressure bulldozer would prevent ruts and humps from being created on the turf area that is to be cleared. Until the ground is frozen our conventional snow removal equipment such as plow trucks and snow blowers cannot traverse the area without sinking in and creating ruts. Per FAA requirements we are not allowed any ruts that are more than 3 inches deep in our safety areas. In addition to creating ruts with their tires, conventional equipment can also scalp the turf and cause large holes as well. Both types of damage to the turfed area are currently considered by FAA to be a safety hazard in the event that an aircraft overruns the runway. A low ground pressure bulldozer like that used to clear the area right after the United incident in March of 2019 is specially designed with wider tracks. These wider tracks spread the weight of the piece equipment over a greater area such that rutting is minimized. In addition to the wider tracks, we are also proposing that the bulldozer be outfitted with GPS technology so that the blade height can be computer controlled based on the actual contour of the area. It is anticipated that this will significantly reduce the scalping of the turf by the blade when the bulldozer is operated by less experience personnel. The computer can simply be set

to control the height of the blade so it maintains a height slightly above the contour of the turf. In addition to the rutting and scalping, conventional snow removal equipment is not capable of tapering the snowbanks on the edge of the cleared area. Anyone who has used a snowblower at home is familiar with the sharp snow bank that is created on the edge of your driveway. For an ILS Localizer, these sharp banks of snow can also cause the signal to shift. A bulldozer would allow the airport to properly taper the banks on the edge of the cleared area to prevent signal shift. This past winter we rented a bulldozer of this exact type to keep the snow buildup in this area less than 2 feet.

In addition to a snow removal use, the proposed bulldozer would also have a summer use. In January of 2017, a wildlife hazard management plan for the Presque Isle airport was approved by the FAA. As part of this plan a detailed habitat mitigation capital plan was adopted. Under this plan we removed the small pond Northeast of Runway 28. This one time discreet project was funded by the AIP Program. However there were several maintenance type items in the plan which are the sole responsibility of the airport to complete. These included keeping drainage ditches mowed and cleaned out. We are also required to keep the gap between the bottom of the fence and ground less than 4 inches. In addition, we are required to keep all areas inside the security fence free from woody vegetation. We also have to grade many areas on the airport property to remove areas of temporary standing water. Since 2017, we have rented a bulldozer to accomplish some of this work. This summer alone over a three month period, we have paid \$21,000 in rental charges.

The airport has already developed a set of specifications for the equipment and concluded the bid process. A bid in the amount of \$489,900 was received from Milton CAT of Brewer Maine. We have negotiated that down by eliminating some options. The new amount is \$475,793.39 including the GPS system. If we could get this approved, the airport could fast track the purchase and have the \$21,000 in rental charges that we have already paid this summer applied to the purchase price which would take it down to \$454,793.39. Further I am recommending that we delay in the purchase of the GPS equipment which will reduce the price even further to \$368,900. Currently, Milton CAT has a unit in stock and could deliver in two weeks if given the Notice of Award. This would allow us to continue to work on wildlife habitat mitigation until the first snow fall without further rental charges and be well prepared for the coming winter season to clear in front of the ILS localizer.

RESOLVE:

BE IT RESOLVED by _____ and seconded by _____ that the City Council authorize the City Manager to award Milton CAT the bid for a D6 Bulldozer in the amount of \$368,900.00 with the funding coming from the Federal Aviation Administration CARES Act grant program.

PRESQUE ISLE CITY COUNCIL MEETING

For:

October 7, 2020

AGENDA ITEM # 18

SUBJECT

NEW BUSINESS: Schedule a Public Hearing for changes to
Chapter 43 Planning Board Ordinance

INFORMATION

1) Memo from Galen Weibley, dated September 24, 2020

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by
Councilor _____ to schedule a public hearing on
November 4, 2020 for revisions to Chapter 43 Planning Board
Ordinance.



City of Presque Isle, Maine

From the desk of:

Galen Weibley

Email: gweibley@presqueisleme.us

MEMORANDUM

TO:	Honorable City Council
CC:	Martin Puckett, City Manager; Tom King, City Clerk Chelsea Stratton
DATE:	September 24, 2020
RE:	Amending the Planning Board Ordinance

Enclosed is a copy of the Planning Board Ordinance that is amended to include two alternates for annual reappointment. This will allow the city to not run the risk of not having quorum because of absent members or conflicts of interest. The other major change is removing the specific date and time the board meets. This will allow the board greater flexibility in scheduling their meetings in the future when board members change. Council will need to advertise a public hearing before adoption. Once the council is satisfied with the draft, please state the following:

I move we have a public hearing to amend Chapter 43 the Planning Board Ordinance as submitted during the City Council's November 4th meeting.

Motion made by: _____ Seconded by: _____

CHAPTER 43

CITY OF PRESQUE ISLE

Planning Board Ordinance



Adopted by the City Council: March 2, 1998
Repassed by the City Council: February 7, 2000
Repassed by the City Council: January 21, 2004
Repassed by the City Council: January 7, 2008
Repassed by the City Council: March 3, 2008
Repassed by the City Council: January 3, 2012
Amended by the City Council: November 5, 2012
Repassed by the City Council: January 4, 2016
Repassed by the City Council: January 8, 2020

Attest: _____
Thomas C. King, City Clerk

City Seal

CHAPTER 43 PLANNING BOARD ORDINANCE

Article I: Establishment

Pursuant to Art. VIII, pt. 2, Section 1 of the Maine Constitution and 30-A M.R.S.A. § 3001, the City of Presque Isle hereby established the Municipal Planning Board.

Article II: Appointment

1. Board members shall be appointed by the City Council and sworn by the Clerk, or other person authorized to administer oaths.
2. The Board shall consist of seven (7) members and two (2) alternates. Alternates will be supplied all information as other board members and be part of discussions/deliberations in front of the Board however, an alternate can only vote if a member is absent from the meeting or has a conflict of interest.
3. The term of each member shall be four (4) years except the initial appointment, which shall be for the term of each member serving of the Board, as constituted prior to the enactment hereof. Each alternate member shall be reappointed annually.
4. Appointed members shall continue to serve at the expiration of their term until either a new member has been appointed, or the expiration of ninety (90) days from the end of the term, whichever occurs first.
5. Vacancy: When there is a Vacancy, the City Council shall appoint a person to serve for the unexpired term. A vacancy shall be deemed to have occurred upon the happening of any of the following events: resignation, death, or when a member shall fail to attend four (4) consecutive meetings or fails to attend at least 76% of the regular meetings (unexcused by the Chairperson) during the preceding twelve (12) month period. When a vacancy occurs, the Chairperson shall immediately notify the City Council in writing. The City Council may remove any member or members of the board by unanimous vote, after due notice and hearing.
6. A member of the City Council, while serving in that capacity, may not be a member of the Planning Board.

Article III: Officers

An annual meeting shall be held ~~the third Thursday~~ in February and the following officers shall be elected from members of the Board, and shall serve until replaced.

A. Chairperson

1. The chairperson shall preside at all regular, special and executive session meetings of the Board; and shall conduct the meeting.
2. The Chairperson shall appoint members to the committees of the Board, if any, and shall be ex-officio member of any committee.
3. The Chairperson shall determine agenda items and order of business.
4. The Chairperson shall vote at all regular and special meetings of the Board.

B. Vice-Chairperson

The Vice-Chair shall assume the duties of the Chairperson when the Chairperson is absent.

The Board also shall appoint annually a secretary to prepare an agenda, provide proper public notice of each meeting, and keep the minutes of the proceedings of the Planning Board; eligible appointments to the position of secretary shall not be limited to members of the Planning Board. In the event the secretary is absent from any meeting of the Board, the Chairperson shall appoint a secretary *pro tempore* for that meeting.

Article IV: Quorum

No meeting of the Board shall be held without a quorum of four (4) members in actual attendance of such meeting. A member must be present to vote. All decisions shall be by majority vote of those present and voting.

Article V: Meetings

A. Regular Meetings: The Planning Board shall hold its regular scheduled meetings ~~at 7:00 PM on the third Thursday of the month~~ at City Hall ~~during a day and time that is selected by the majority of members~~, unless there is no business to be brought before the Board.

B. Special Meetings: Shall be called by the Chairperson, whenever it is deemed necessary, provided notice thereof is given by publishing in the Star Herald written notice of such meeting, which notices sets forth the subject matter(s) to be addressed at the meeting, the date, and the place of the meeting, at least ten (10) days prior to said meeting; such notice shall also be posted on the Municipal Bulletin Board, City Office, at least ten (10) days prior to said meeting date.

Article VI: Appeals

Appeals of any findings, actions, or determination of the Board shall be to the Superior Court, in accordance with Rule 80-B of the Maine Rules of Civil Procedure. The hearing before Superior Court shall be a trial *de novo* without jury.

PRESQUE ISLE CITY COUNCIL MEETING

For:

October 7, 2020

AGENDA ITEM # 19

SUBJECT

NEW BUSINESS: Questica Financial Software

INFORMATION

1) Memo from Brad Turner, dated October 1, 2020

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by Councilor _____ to approve that the City purchase Questica and sign a 7 year contract.



City of Presque Isle, Maine

Finance Department

From the desk of:

Bradley Turner

Email: bturner@presqueisleme.us

MEMORANDUM

TO:	Presque Isle City Council
FROM:	Bradley Turner, Finance Director
DATE:	October 1, 2020
RE:	Questica Budgeting/Financial Software

I would like to propose the purchase of the financial/budgeting software Questica. This software package is a real time financial, budgeting and planning software that will allow for better efficiency, accuracy and reporting throughout the fiscal year. The cost structure is set up with a 7-year contract. I have negotiated this for several months now and if the contract is signed by the end of the year we will receive a discount of \$10,000.00 off the first year of the contract. In year 2 and 3 the cost would be \$19,500/year. Years 4 – 7 there will be a 3% increase applied.

In the City Hall Capital Reserve, we have set aside \$3000.00 for a Trio Depreciation Module which has never been needed. We could use the \$3000.00 to offset the first year's payment to reduce the amount needed in the 2021 budget to \$6500.00.

BE IT RESOLVED BY Councilor _____ and seconded by Councilor _____ that the City purchase Questica and sign a 7 year contract.



City of Presque Isle ME

QUESTICA BUDGET INFORMATION

Joel Maves, Account Executive, Mid-Market



About Questica Inc.

Questica is the recognized leader in budget preparation and management software that enables data-driven budgeting and decision-making, while increasing data accuracy, saving time and improving stakeholder trust. Hundreds of government agencies in 48 states and 11 provinces/territories have opted for smarter planning, budgeting, management, transparency and sharing with our software solutions.

Questica Budget is an end-to-end, multi-user operating, capital and salary budgeting, performance measures and reporting solution that seamlessly integrates with your existing financial, HR and other systems. Questica OpenBook is data visualization tool allowing financial/other data to be shared using interactive maps, charts, tables and graphs.

Questica is a GTY Technology company (NASDAQ: GTYH) and GovTech 100 company.

To find out how your organization can be brilliant with Questica, contact us at info@questica.com or visit us at www.questica.com.

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Better public sector budgeting and performance.



Questica's budgeting, performance and transparency software solutions help government agencies to deliver better outcomes.

Over 700 public sector customers use Questica's budgeting solutions including:

Budget

Efficient, accurate and collaborative budgeting all in one.

Questica works with government agencies to better enable data-driven budgeting and decision-making, while increasing data accuracy, saving time and improving stakeholder trust.

Questica Budget Suite drives budget transformation by creating a single source of data truth. Questica Budget is an easy-to-use, comprehensive and collaborative cloud-based solution for operating, capital and salary budget preparation and performance management.

- Better budget process with workflow, approvals and role-based security. Create unlimited what-if scenarios, decision packages and multi-year budgeting.
- Integrates with financial, HR and other systems.
- Position, salary and benefit planning. Staff scheduling and planning.
- Statistical ledger, funding gap/revenue analysis, and capital project planning/reserve analysis.
- Easily assemble actionable data from anywhere in the system for analysis from our Report Center. Create interactive and sharable dashboards, SMART onscreen and/or Print Reports.
- Easily produce reports, financial statements and your annual Budget Book.
- Our Advanced Calculation Engine enables complex modelling for revenue, projections, and activity-based costing.

- Anchorage, AK
- Bell Gardens, CA
- Champaign, IL
- City of Alpharetta, GA
- City of Avondale, AZ
- City of Boise, ID
- City of Buffalo, MN
- City of Escondido, CA
- City of Garland, TX
- City of Goodyear, AZ
- City of Maple Valley, WA
- City of Marion, IL
- City of Southfield, MI
- City of Taft, CA
- City of Temecula, CA
- Clark County, WA
- Clean Water Service, OR
- Clear Creek County, CO
- Corona, CA
- Denver, CO
- East Hampton, NY
- Greensboro, NC
- Goodyear, AZ
- Horizon City, TX
- Lafayette Consolidated Government
- Midpeninsula Regional Open Space District, CA
- Multnomah County, OR
- New Orleans, LA
- Palo Alto, CA
- Public Defender Service for the District of Columbia
- Reedy Creek Improvement District, FL
- Riverside, CA
- Seattle, WA
- Shelby County, TN
- Southampton, NY
- Spokane County, WA
- Suisun City, CA
- Superior Court Of California – County Of Ventura
- Town of Middletown, DE
- Uwchlan Township, PA

Learn more at questica.com
or schedule a demo with us today!



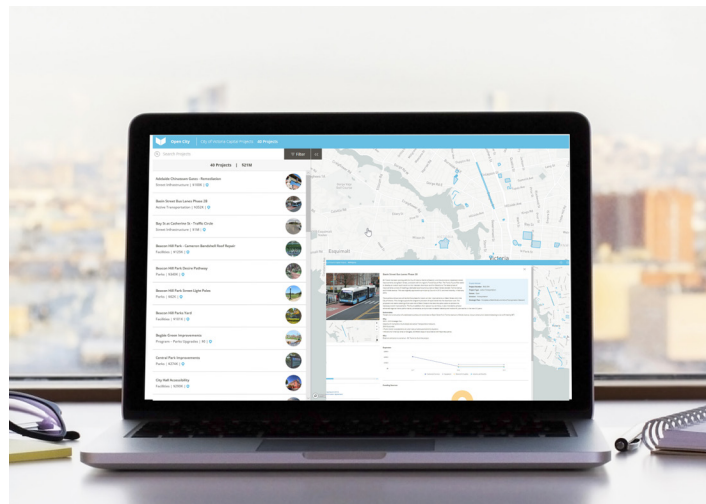
Performance

Track your progress. Measure your government agency's strategic goals and outcomes.

- A system of programs, measures and scorecards.
- Track an unlimited number of budget and non-budget key performance indicators (KPIs).
- Monitor with user-defined dashboards. Alerts and reminder notifications.
- Interactive analytic tools. Drill down to specific strategies, programs, and initiatives.
- Integrates seamlessly with Questica Budget.

"Implementing Questica Budget has saved us over \$85,000 in productivity savings annually."

Walter Rossmann, Former Director, Office of Management & Budget, City of Palo Alto, California



"The data (in OpenBook) that provides the most detailed information comes from Questica Budget. OpenBook is a straightforward way to graphically display our budget dollars, while only conveying information that the public wanted."

Meridy Semones, Manager, Office of Management & Budget, The City of Largo, Florida

OpenBook

Build trust by being transparent and accountable.

- Showcase financial and non-financial data with interactive charts, tables and graphics with descriptive text, and informational pop-ups.
- Share data through all social channels, access via web and mobile.
- Engage with the council, staff, citizens and others in your community for better conversations about programs and services.
- Project Explorer visualization for Capital Budgets allows organizations to display on a map every infrastructure project, including the budget, actual spend, funding sources, and accompanying documentation, images, video, etc.
- Minimize data duplication/re-entry with seamless integration with Questica Budget.
- Integrates with Balancing Act's budget simulator tool to promote and support deeper two-way stakeholder consultation and engagement.

Learn more at questica.com or schedule a demo with us today!

Questica is the recognized leader in budget preparation and management software. Over 700 public sector and non-profit organizations across North America have eliminated spreadsheets, opting for smarter planning, budgeting, management, transparency and engagement with our solutions.

Questica is part of the GTY Technology group of companies. A GovTech 100 company.



Questica Budget: Dashboards and Report Center



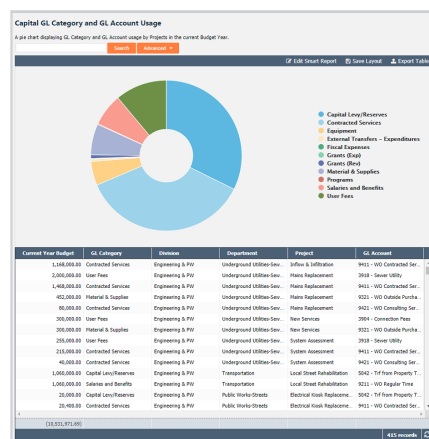
Questica Budget's redesigned reports and dashboards allow users to easily assemble actionable data from anywhere in the system for analysis and sharing by user or department.

Our onscreen reporting is quick to set up and view. With our Smart Reports, users get the best of onscreen reporting using tables and data visualization chart options. All of our reports include data security so users only see what they're allowed to see.

Our out-of-the-box Print Reports also have a standard look and feel with the ability to add your own columns. As well, our advanced self-serve report templates allows standard headers, footers and logo. In addition, our templates include the ability to add new calculated columns and table features. They are completely configurable and your dashboard can be set-up for individual users and/or departments.

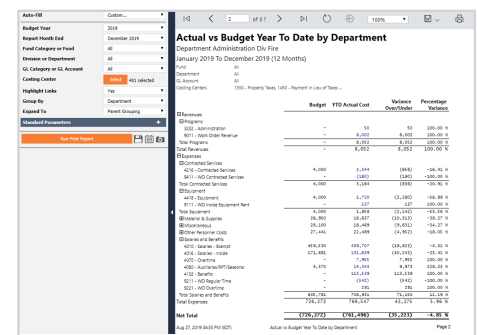
Our dashboards show all of your critical data and other relevant information together in a visually rich and interactive interface.

- Easy-to-use drag and drop interface
- Drill-down and drill-through capabilities
- Contextual dashboards provide cost center and project specific details
- Text, web page, count, scorecard, gauge, charts and image widgets
- Rich interactive configurable charts
- Ability to embed external content, including connecting directly to Questica OpenBook visualizations



Questica Budget features include:

- REDESIGNED: Dashboards and Report Center
- NEW: Advanced Calculation Engine
- Multi-year budgeting
- Workflows and approvals
- Position, salary and benefit planning
- Auditing and analytics
- What-if scenarios and decision packages
- Change control management
- Departmental transfers/allocations (chargebacks)
- Statistical ledger
- Staff planning and scheduling
- Financial Statements
- Questica OpenBook Project Explore for Capital Budgets
- Questica Budget Book powered by CaseWare
- Integrates with financial, HR and other systems



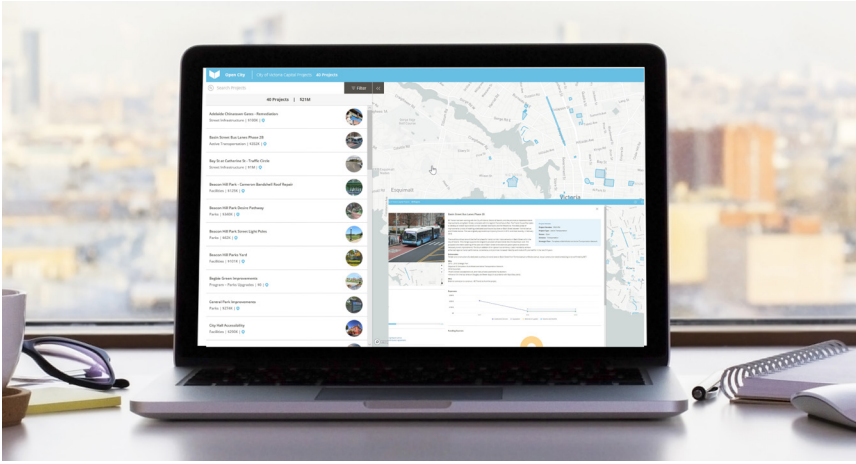
Learn more at questica.com or schedule a demo with us today!

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Questica is part of the GTY Technology group of companies. A GovTech 100 company.



Questica OpenBook: Project Explorer for Capital Budgets



The future of finance, it's about being open, transparent and accountable. Build trust that enables better ideas, better conversations and better financials.

Our newest data visualization in Questica OpenBook enables organizations to display on a map every infrastructure project, including the budget, actual spend, funding sources, and accompanying documentation, images, video, etc. Organizations can link related activities to showcase the depth and scope of capital projects that are happening in a city, region, or state/province.

Better data integration

Often one of the primary difficulties with capital map offerings is the challenge of integrating data. It can take a lot of work to prepare the data sources that will form the basis for a public visualization. Since Questica Budget is tightly integrated with OpenBook, we have no limitations on the number of datasets and types of data we can send. The information is all there inside Questica Budget and we know exactly how to transform and send it.

Always up-to-date

If you see a project title or a budget number that doesn't look right, you can adjust your data in Questica Budget, click the publish button, and be looking at your updated visualization within seconds.

We can support many different types of data:

- Separate data sets for expenses and revenues
- Operating Budget impacts and related projects
- Images, videos, and GIS map data
- Downloadable file attachments
- Project milestones and custom fields

Questica OpenBook features include:

- Import any data
- Display data in interactive maps, charts, tables and graphs
- Include images, GIS map data , resource documents, video and more
- Access through any platform, including smartphones
- Share data through all social platforms
- Embed charts on any website
- Set-up in minutes, intuitive to use
- Easily mastered with online training videos and guided tours
- Seamlessly connects with Questica Budget, also embed on dashboards
- Integrates with Balancing Act's budget simulator tool to promote and support deeper two-way stakeholder consultation and engagement.

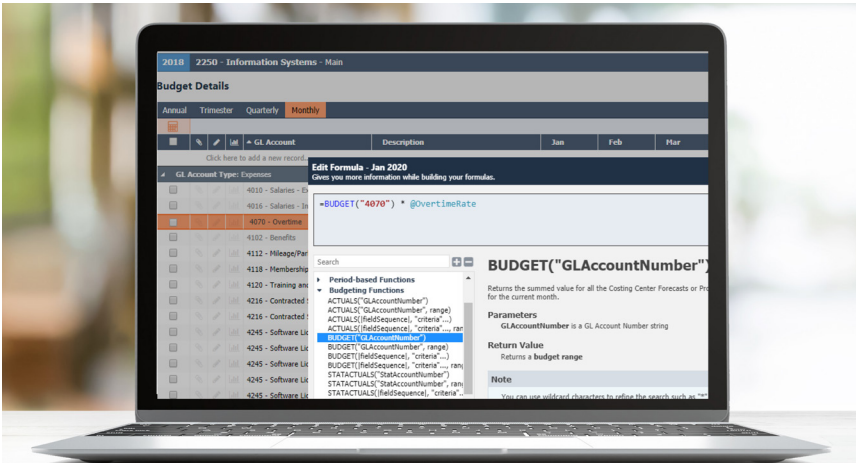
**Learn more visit
questica.com/openbook
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Questica is part of the GTY Technology group of companies. A GovTech 100 company.



Questica Budget: Advanced Calculation Engine



This new system-wide feature for Questica Budget suite allows organizations to create complex modelling for revenue, projections, and activity-based costing.

Our Advanced Calculation Engine (ACE) is a general purpose calculation system that enables users to create formulas ranging from a single formula in a cell up to large scale mathematical models to do things such as forecasting expenses and revenue from drivers and historical data. ACE's features are designed specifically for budgeting, which allows users to budget in a way that would be difficult in a traditional Excel spreadsheet system.

With ACE, an organization has a set of tools that can be used to calculate any kind of budget, including but not limited to, balancing a budget by generating the draws and contributions to reserves, and forecasting for expenses and revenues based on any number of program or service drivers. Finance departments and budget offices can also use the ACE templates component to package up calculation models so that they can be built once and used over and over, even by other departments, encouraging a collaborative and distributed budget process.

For example:

- A city, town, state or county could determine the expenses to resurface a stretch of road based on its type and length.
- A college or university could forecast revenue based on student enrollment for each program and course.
- A K-12 school district could budget based on funding per student and enrollment numbers for each school and grade.
- A hospital could budget based on the number of patients and procedures. Later they can compare not only budget versus actual dollars of revenue, but also budget versus actual patients and procedures.

Questica Budget suite features include:

- REDESIGNED: Dashboards and Report Center
- NEW: Advanced Calculation Engine
- Multi-year budgeting
- Workflows and approvals
- Position, salary and benefit planning
- Auditing and analytics
- What-if scenarios and decision packages
- Change control management
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- Staff planning and scheduling
- Financial Statements
- Questica OpenBook Project Explore for Capital Budgets
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- Integrates with financial, HR and other systems

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PRESQUE ISLE CITY COUNCIL MEETING

For:

October 7, 2020

AGENDA ITEM # 20

SUBJECT

NEW BUSINESS: Tax Acquired Property

INFORMATION

1) Memo from Brad Turner, dated September 23, 2020

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by Councilor _____ to accept the offer on 20 Braden Street for \$1,000.00.



City of Presque Isle, Maine

Finance Department

From the desk of:

Bradley Turner

Email: bturner@presqueisleme.us

MEMORANDUM

TO:	Presque Isle City Council
FROM:	Bradley Turner, Finance Director
DATE:	September 23, 2020
RE:	Tax Acquired Property

The property at 20 Braden Street has been tax acquired since 2017. I have had numerous complaints regarding the property with raccoons, skunks, etc living underneath the building. I have put the property out to bid and haven't received any interest. I was approached by Leland Alger in regards to purchasing the property for \$1000.00. He has met with George Howe several times and looked at the property with him. He has made a plan to fix up the property to a livable condition by next summer with George Howe overseeing the progress.

BE IT RESOLVED BY Councilor _____ and seconded by Councilor _____ that the City accept the offer on 20 Braden Street for \$1000.00

PRESQUE ISLE CITY COUNCIL MEETING

For:

October 7, 2020

AGENDA ITEM # EXECUTIVE SESSION

SUBJECT

EXECUTIVE SESSION: Pursuant to 1 M.R.S.A. § 405(6)(D) to discuss Negotiations

INFORMATION

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by Councilor _____ to enter into Executive Session pursuant to 1 M.R.S.A. § 405(6)(D) to discuss Negotiations matter.

PRESQUE ISLE CITY COUNCIL ANNOUNCEMENTS

Wednesday, October 7th, 2020

- There will be a Budget Workshop scheduled for Monday, October 19, 2020 at 3:00 PM at The Mark & Emily Turner Memorial Library.
- There will be a Budget Workshop scheduled for Tuesday, October 20, 2020 at 3:00 PM at The Mark & Emily Turner Memorial Library.
- There will be a Budget Workshop scheduled for Wednesday, October 28, 2020 at 5:15 PM in the Council Chambers at City Hall.
- The next regularly scheduled meeting of the Presque Isle City Council is on Wednesday, November 4, 2020 at 6:00 PM in the Council Chambers at City Hall.