



Presque Isle City Council Meeting
Wednesday, April 7th, 2021
6:00 PM
Presque Isle Council Chambers

AGENDA

Roll Call

Pledge of Allegiance

Public Hearing

1. Consider adopting changes to the Rec & Parks Advisory Board By-Laws (Single Hearing)
2. Consider adopting changes to Chapter 59A – Adult Use and Medical Marijuana Businesses Ordinance (Single Hearing)
3. Approval for a Marijuana License to Steve and April Rusnack, d/b/a Full Bloom Cannabis with location to 483 Main Street (Single Hearing)

Citizen Comments

Consent Agenda

4. Approve Minutes from February 23, 2021, March 3, 2021 and March 24, 2021
5. Approve 2021 Warrants #8 - #11, totaling \$ 1,350,591.88
6. Approve Employment Agency License for Maine Staffing Group
7. Approve Employment Agency License for Tempo Employment Services
8. Approve Pawnbroker License for Ben's Trading Post, LLC
9. Approve Taxi Cab Service License for Aroostook Cab Company
10. Approve Taxi Cab Service License for Town Taxi
11. Approve Taxi Cab Service License for Carney's Taxi
12. Approve Taxi Cab Service License for Tom's Taxi
13. Approve Bowling Alley License for Northern Lanes, Inc.
14. Approve Purchase & Sale Agreement
15. Approve Appointment to Deputy Licensed Plumbing Inspector

Old Business

16. City Hall

New Business

17. Star City ATV Club Municipal Grant
18. EMS Supplies
19. Schedule a Public Hearing for Approval of the Community Development Block Grant for Ignite PI
20. Winter Festival Planning

Manager's Report

Announcements

Executive Session

Pursuant to 1 M.R.S.A. § 405(6)(D) to discuss Negotiations
Pursuant to 1 M.R.S.A. § 405(6)(E) to discuss Attorney-Client Consultation
Pursuant to 1 M.R.S.A. § 405(6)(D) to discuss Negotiations

Adjournment



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

TO:	Honorable City Council
FROM:	Martin Puckett, City Manager
DATE:	March 29, 2021
RE:	April 7th 6pm, City Council Chambers

Call to Order

Pledge of Allegiance

Public Hearing:

1. Consider adopting changes to the Rec & Parks Advisory Board By-Laws (Single Hearing): Gene Cronin has provided the recommended changes that would allow up to three alternates and allow the advisory board the flexibility to change meeting date and times. These changes are similar to language in other bylaws. Bylaw changes are included in strike through format.
2. Consider adopting changes to Chapter 59A – Adult Use and Medical Marijuana Businesses Ordinance (Single Hearing): Galen Weibley is proposing changes to ordinance and requesting a public hearing.
3. Approval for a Marijuana License to Steve and April Rusnack, d/b/a Full Bloom Cannabis with location to 483 Main Street (Single Hearing): Applicant has submitted all necessary paperwork, staff recommends approval.

Citizen Comments

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

4. Approve Minutes from February 23, 2021, March 3, 2021 and March 24, 2021
5. Approve 2021 Warrants
6. Approve Employment Agency License for Maine Staffing Group
7. Approve Employment Agency License for Tempo Employment Services
8. Approve Pawnbroker License for Ben's Trading Post, LLC
9. Approve Taxi Cab Service License for Aroostook Cab Company
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13. Approve Bowling Alley License for Northern Lanes, Inc.
14. Approve Purchase & Sale Agreement
15. Approve Appointment to Deputy Licensed Plumbing Inspector

Old Business

16. City Hall: Committee will give report on renovation bids. The bids that were submitted are guaranteed for 60 days, if not acted upon prior to the next meeting, they would expire.

New Business

17. Star City ATV Club Municipal Grant: Dick Howlett would like to get approval for this annual grant. Approval recommended.
18. EMS Supplies: Darrell White would like to use reserve funds for devices for ambulance reporting. Approval recommended.
19. Schedule a Public Hearing for Approval of the Community Development Block Grant for Ignite PI: Members of Ignite PI will be present to discuss. Staff recommends approval.
20. Winter Festival Planning: For discussion and possibly forming a committee.

Manager's Report**Announcements****Executive Session**

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

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

Pursuant to 1 M.R.S.A. § 405(6)(E) to discuss Attorney-Client Consultation

Adjournment

PRESQUE ISLE CITY COUNCIL MEETING

For:

April 7, 2021

AGENDA ITEM # 1

SUBJECT

PUBLIC HEARING: Consider adopting changes to Rec &
Parks Advisory Board By-Laws

INFORMATION

- 1) Memo from Gene Cronin, dated February 11, 2021
- 2) By-Laws
- 3) Public Hearing Notice

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by
Councilor _____ to adopting the changes made to
Presque Isle Rec & Parks Advisory Board By-Laws.

Presque Isle Recreation & Parks
Gene Cronin
Email: gcronin@presqueisleme.us

MEMORANDUM

TO:	Honorable City Council
FROM:	Gene Cronin, Rec & Parks Director
DATE:	2/11/21
RE:	Rec Advisory Board – By Law Changes

Good Afternoon,

The Presque Isle Recreation & Parks Advisory Board voted unanimous to request the following changes to their bylaws at their January 2021 meeting:

1. Add alternate member(s) – Section 6 under Membership

At the sole discretion of the Presque Isle City Council, up to three (3) additional members may be appointed to serve as an alternate member of the Boards governed by this ordinance. Said members shall be appointed for a set term, equal to the maximum allowed per board. Alternate members shall meet all of the requirements as a regular member except that they may only vote when there is a regular member absent.

2. Remove the 4:00 pm meeting time and the meeting time open.

Please feel free to reach out with any questions or concerns.

RECREATION AND PARKS

ADVISORY BOARD BY-LAWS



Approved by City Council: April 6, 1998

Amended: September 7, 2009

Amended: March 5, 2012

Amended by the City Council: October 1, 2012

True Copy Attest: _____
City Clerk

City Seal

PRESQUE ISLE RECREATION AND PARKS ADVISORY BOARD BY-LAWS

ARTICLE I.

This group shall be called the Presque Isle Recreation and Parks Advisory Board.

ARTICLE II. MEMBERSHIP

- Section 1.** The Board shall consist of seven (7) members appointed by the City Council.
- Section 2.** Each year, thereafter, in the month of January the City Council shall meet and appoint a new member for a term of four years to succeed the outgoing members.
- Section 3.** In the event of the resignation of any Board member, or his/her death, inability to serve, or absence without acceptable reasons from three (3) regular consecutive meetings, the City Council shall appoint a member to finish any unexpired term.
- Section 4.** The City Manager, Director of Recreation and Parks and the Assistant Director of Recreation & Parks are Ex-Officio members.
- Section 5.** Appointed member of the Board 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.
- Section 6.** At the sole discretion of the Presque Isle City Council, up to three (3) additional members may be appointed to serve as alternate member of the Board governed by this ordinance. Said members shall be appointed for a set term, equal to the maximum allowed per board. Alternate members shall meet all of the requirements as a regular member except that they may only vote when there is a regular member absent.

ARTICLE III. QUORUM

Four (4) members of the Board, present in person, one of whom must be an officer of the Board, shall constitute a quorum for the transaction of business at any meeting.

ARTICLE IV. MEETINGS

Section 1A. ~~Regular meetings shall be held the second Monday of each month during the year. The Board will determine regular meeting schedule at the annual organizational meeting.~~

Section 1B. ~~If a regular meeting falls on a holiday observed by the municipal government then said meeting will be held on the following Wednesday.~~

Section 2. Special meetings shall be called by the Chairperson or upon the written request of at least two members.

Section 3. ~~Regular meetings shall convene at 4:00 PM unless otherwise ordered.~~

Section 4. 3. The regular meeting held in January of each year shall be known as the organizational meeting. The purpose of this meeting shall be the election and installation of officers, namely the Chairperson, Vice-Chairperson and Secretary, and other regular business.

ARTICLE V. OFFICERS

Section 1. The officers of this Board shall be a Chairperson, a Vice-Chairperson and Secretary who shall be elected at the organizational meeting in January, to serve for one year or until a successor shall be elected.

Section 2. These officers shall constitute an Executive Board who shall act in emergencies. In the instance of an emergency, this Executive Board shall meet at any time and place deemed necessary by either officer. Whenever possible, the remaining board members shall be invited to attend.

ARTICLE VI. DUTIES OF OFFICERS

Section 1. The Chairperson shall preside at all meetings of the Board; appoint all committees, represent the Board at public affairs; and shall maintain the dignity and efficiency of the Board in all possible ways.

Section 2. The Vice-Chairperson shall preside in the absence of the Chairperson.

Section 3. The Secretary shall keep a record of the proceedings of the Board and preside in the absence of the Chairperson and Vice-Chairperson.

ARTICLE VII. ELECTIONS

All officers shall be elected by nominations having been made from the floor. A majority vote the quorum shall constitute an election.

ARTICLE VIII. COMMITTEES

Section 1. Special committees shall be appointed by order of the Recreation and Parks Board as needed. Such committees shall not necessarily be restricted to members of the Board.

Section 2. The Chairperson of any special committee shall be a member of the Board.

ARTICLE IX. AMENDMENTS

The Board may recommend amendment(s) to the By-Laws at any regular or special meeting by a majority vote of a quorum, provided written notice of the proposed amendment(s) has been given to all Board members at least seven (7) calendar days prior to said meeting. Amendment(s) to the By-Laws shall require approval by the City Council.

ARTICLE X. DUTIES OF MEMBERS

The Recreation and Parks Advisory Board, functioning with or without a Recreation Director, has the following obligations:

1. To take an active role in the direction of the Board's activities and to act in whatever capacity he or she may be called;
2. To be loyal in thought and deed to the welfare of recreation and to the community which it seeks to serve;
3. To strive to know the characteristics, wants and needs of the people in the community;
4. To coordinate efforts with those of other recreation groups in the area;
5. To become familiar with the policies of the governing body;
6. To advise on policy, facility and programming decisions;
7. To communicate plans and activities to the City council and City Manager;
8. To increase personal knowledge and expertise in the field of recreation;
9. To promote citizen participation in programs and to distribute information about leisure activities offered in the community;

10. To serve without remuneration.

CITY OF PRESQUE ISLE NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY given that the Presque Isle City Council will be hold a **PUBLIC HEARING** on April 7, 2021 at **6:00 PM** in the City Council Chambers, City Hall at 12 Second Street, to consider adopting changes to Rec & Parks Advisory Board By-Laws.

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 call at 760-2720.

ADA ASSISTANCE: Anyone needing special assistance at the public hearing due to a disability should contact the City of Presque Isle's City Clerk at 760-2720 at least two (2) business days prior to the meeting date.

Per City Council
Kimberly A. Finnemore
City Clerk

PRESQUE ISLE CITY COUNCIL MEETING

For:

April 7, 2021

AGENDA ITEM # 2

SUBJECT

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

INFORMATION

- 1) Ordinance
- 2) Public Hearing Notice

REQUESTED ACTION

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

CHAPTER 59 A

CITY OF PRESQUE ISLE

Adult Use and Medical Marijuana Businesses

Ordinance

REPEALS AND REPLACES CHAPTER 59



Approved by the City Council: January 23, 2020

Amended: October 7, 2020

True Copy Attest: _____

City Clerk

Table of Contents

Adult Use and Medical Marijuana Businesses

A.	Title	3
B.	Authority & Applicability	3
C.	Purposes	3
D.	Conflicts with other Ordinances	3
E.	Effective Date	4
F.	Validity and Severability	4
G.	Definitions	4-6
H.	License Required	6
I.	Application Procedure	7-9
J.	Standards for Permit	9-13
K.	Enforcement	13-14
L.	Training	14
M.	Appeals	15
N.	Fees & Application	15
O.	Sunset Provision	15

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 3 to 5 years of age

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.

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.

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.A. §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 Permit:

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 as defined in 20-A M.R.S.A. §1:
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 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. 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. 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.

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	CEO	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, AHZ	CEO	.25 AC
<i>Tier 2 501 to 2,000 SF mature canopy</i>	B, I, LI, AFF, AHZ	CEO	.5 AC
<i>Tier 3 2,000 to 7,000 SF mature canopy</i>	B, I, LI, AFF, AHZ	CEO	.5 AC
<i>Tier 4 > 7,000 SF mature canopy</i>	B, I, LI, AFF, AHZ	CEO	1 AC
Nursery - Marijuana Cultivation	B, I, LI, AFF, AHZ	CEO	1 AC

K. Enforcement

A. Violations

1. 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.
2. 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.

1. 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.

O. Sunset Provision:

This Ordinance shall be in force for the term of four (4) years from its effective date noted. This Ordinance shall become null and void upon the expiration of four (4) years from said effective date: unless recommended and required by the City Council to remain effective prior to such expiration date.

CITY OF PRESQUE ISLE NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY given that the Presque Isle City Council will be hold a **PUBLIC HEARING** on April 7, 2021 at **6:00 PM** in the City Council Chambers, City Hall at 12 Second Street, to consider adopting changes to Chapter 59A-Adult Use and Medical Marijuana Businesses Ordinance.

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 call at 760-2720.

ADA ASSISTANCE: Anyone needing special assistance at the public hearing due to a disability should contact the City of Presque Isle's City Clerk at 760-2720 at least two (2) business days prior to the meeting date.

Per City Council
Kimberly A. Finnemore
City Clerk

PRESQUE ISLE CITY COUNCIL MEETING

For:

April 7, 2021

AGENDA ITEM # 3

SUBJECT

PUBLIC HEARING: Approval of a Marijuana License to Steve & April Rusnack, d/b/a Full Bloom Cannabis with location to 483 Main Street (Single Hearing)

INFORMATION

- 1) Memo from Galen Weibley, dated March 26, 2021
- 2) Application
- 3) Public Hearing Notice

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by Councilor _____ to approve a Marijuana License to Steve & April Rusnack, d/b/a Full Bloom Cannabis with location to 483 Main Street.



City of Presque Isle, Maine

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

MEMORANDUM

TO:	Kim Finnemore, City Clerk & Martin Puckett, City Manager
FROM:	Galen Weibley, Director of Economic & Community Development
DATE:	March 26, 2021
RE:	Full Bloom Conversion Application

Please find the enclosed application by Full Bloom Cannabis to convert their medical marijuana retail store to a recreational license. Chapter 59A of the Adult and Medical Marijuana License allow for the conversion of a medical license to adult retail at the same location provided they pay an application fee and new license fee. This process is similar for liquor establishments that convert to a different license type.

Payment has been received by the Code Enforcement Office and Finance Department for the application and license fees. The Department of Economic & Community Development has received the applicant's completed forms and received no concerns from the Police Department regarding the business' operations.

DECD staff believe the application is in compliance with the standards of the Council and respectfully request the council approve Full Bloom Cannabis' conversion request to recreation.

Please do not hesitate to contact me should you have any questions.

Suggested Motion: Mr. Chairman I move we approve Full Bloom Cannabis' conversion of their Medical Marijuana Retail Establishment license to an Adult Use Recreational Retail Establishment located at 483 Main Street.

Enclosures:

- *Application for Recreational Marijuana Retail Store License for Full Bloom Cannabis
- *Police Chief Laurie Kelly's statement of compliance for the business in 2020



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: 3-25-2021

Permit No: 3-21

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) Curt Young

Physical Location (number of street or road): 483 Main st, Presque Isle, ME 04769

Mailing Address (if different from above): 125 Hardy st, Presque Isle, ME 04769

Home Phone: _____ Work Phone: _____ Cell Phone: 207-852-2806

E-Mail: Tylercyoung@yahoo.com

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

3. Zone DRB Map No. 35 Street No. 127 Lot No. 183 Lot Size. _____ Acre(s)

4. Existing use of Property: Medical Cannabis store

5. Marijuana Business Classification: Adult Use Retail

6. Maine License Certification #: AMS585

7. Registered Business Name to be used: Full Bloom Management, LLC DBA Full Bloom Cannabis

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

Criminal Activity: none

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.*"

Curt Young
Signature of Applicant

3/25/21
Date

CHECKLIST

All lines must be completed

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

Standards

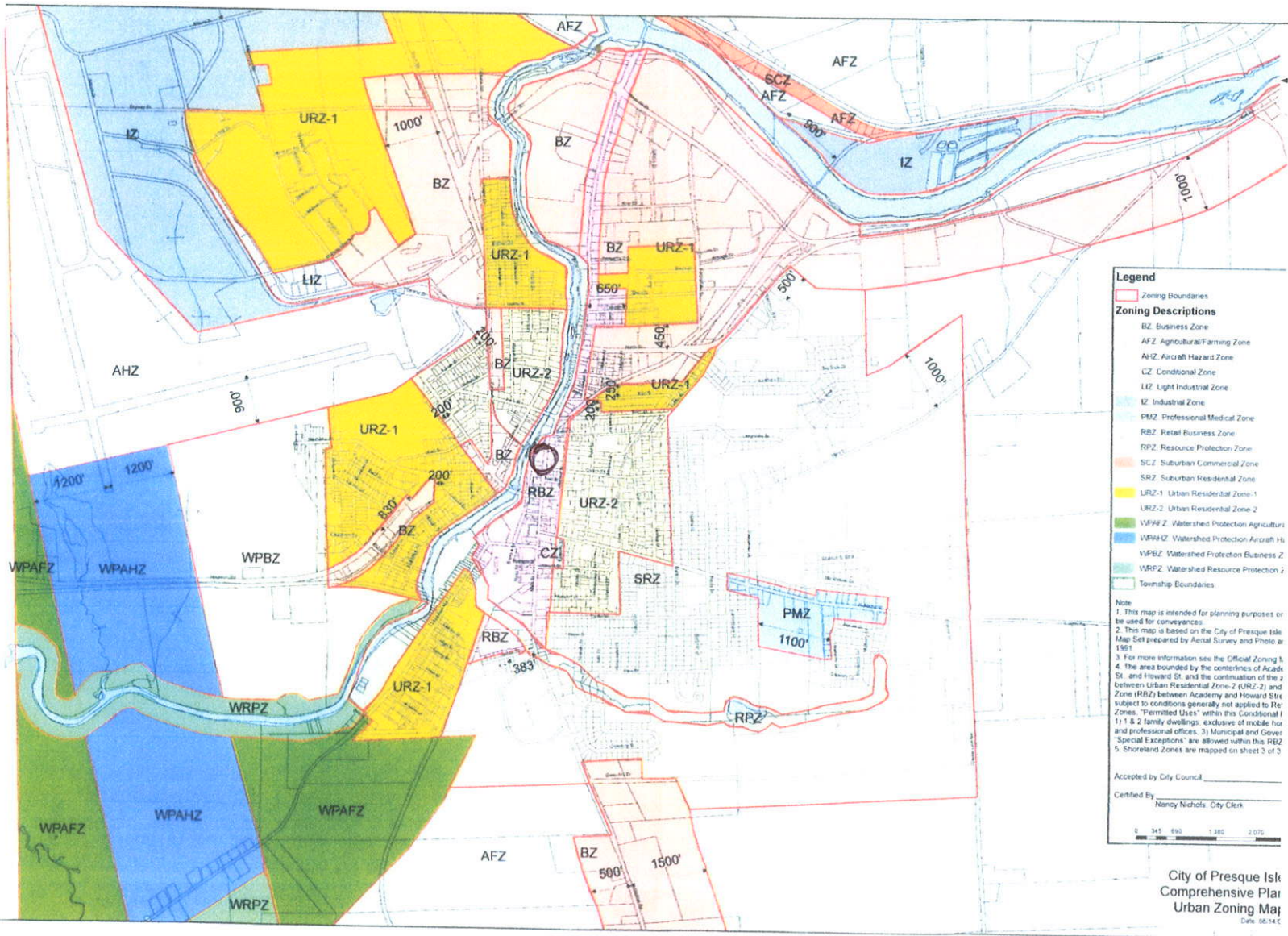
School Setback:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
Marijuana Business Setback:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
Security Standards:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
Odor Plan:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
Operating Plan:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
Notices:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
Signs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
Police Dept. Approval:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
Fire Dept. Approval:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>

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

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

Reason for Denial: _____

CEO Signature: _____



Full Bloom Cannabis

Attachment 1

1: J.A.9, Security system will be installed by Inlution, which is located at 525 Central Dr, Presque Isle, ME 04769. Phone number (207)-554-1010. The system will be installed according to the regulations referenced in the Presque Isle city Ordinance, and with the Recreational Marijuana Law 18-691 C.M.R., Chapter 1, Section 3.3 on Security.

2: J.A.10, Ventilation. Odor will be controlled by restricting when, and for how long, cannabis is exposed. This is accomplished by using resealable display jars. The jars are only opened during a purchase and to refill from inventory. Inventory odor is controlled by using sealed bags for storage. No baking of edibles, harvesting, or production activities will be taking place within the storefront.

3: J.A.12, The required notice will be posted inside of the store, at both entry points, and once again at the Point of Sale location.

4: J.A.13, All Signage will conform with this section, as well as Recreational Marijuana Law 18-691 C.M.R., Chapter 1, Section 5 on Advertising.

1. Safe Required

A safe will be placed in the storage room located within the rental space. The safe will always be locked when not in immediate use (i.e. stocking the store's display cases). In addition, a commercial grade lock will be installed on the storage room's interior door.

2. Exterior Basement Door

The exterior basement door will be armed with a commercial grade lock and an alarm sensor, which will electronically notify the store owner and security agency of the trip in the alarm, as well as trigger an audible alarm.

3. Employee Licenses

Caregiver Assistant licenses will be presented by the time of the occupancy inspection.

4. Employee Numbers

The business owner intends to hire two individuals, pending the approval of his application.

5. Knox Box

A spare key will be ordered and placed inside the knox box on the exterior of the building.

6. Under 21 Access Restrictions

A customer entering the store will wait behind a chain (or rope) hanging between two display cases on either side of the entry door. The customer will immediately see a sign reading "Please Wait for Service" on top of one of the display cases. Those display cases will contain accessories such as rolling papers, grinders, lighters, and other non-marijuana items.

The employee will verify the customer's age by checking their valid state or federally issued ID. If the customer is not over the age of 21, they will have to present their medical marijuana card in addition to their ID. Then, the employee will move the chain (or rope) aside and allow the approved customer to enter the rest of the store. The employee will put back the chain (or rope) to prevent the next customer from accessing the store before undergoing the age verification check. Each customer will have to present their valid medical marijuana card before making a purchase in the store.

7. Rear Entrance Door

The rear door will be boarded up and completely unable for use. The only entry to the store will be through the front door on Main Street.

8. Odor Plan

Odor will be controlled by using an air purifier with a minimum capacity of 1200 square feet, such as the Medify Air MA-112 V2.0 Super CADR 950 H13 True HEPA Air Purifier.

9. Security Design

The store will be armed with a security system from Inlution. Commercial grade locks and sensors will be installed on the entry door, the interior storage room door, and the interior door leading the basement. The front entry door will have a security camera recording for at least ten feet surrounding the door on the exterior of the building. A camera will be recording the door on interior of the building, as well. Camera coverage will record the entirety of the interior store and cash register area. The storage room will also have a security camera recording the entire room. An additional camera will be recording the interior door leading to the basement. The alarm system panel and keypad will be positioned in the employee-only section toward the rear of the store.

COMMERCIAL LEASE

This lease made this 12 day of June, 2020, by and between C&C Rental Properties, LLC, of 149A State Street, Presque Isle, ME (hereinafter called Landlord) and Steven Rusnack, of St John Pt., Maine (hereinafter called Tenant).

DEMISE: Landlord hereby rents to Tenant and Tenant hereby hires from Landlord the following real estate:

423 Main Street, Presque Isle, Maine, (hereinafter called the Demised Premises).

TERM: The term of the Lease shall be for 3 yrs () years () months (strike one); commencing July 5, 2020.

SECURITY DEPOSIT: A security deposit of two months rent shall be payable in advance by the Tenant.

RENT: Tenant shall pay to the Landlord a monthly base rent of 1600.00 Sixteen Hundred Dollars (\$ 1600.00) paid in advance each month. Rent may be increased by Landlord for demonstrated increases in heat or utility costs upon thirty day notice to Tenant.

HOLDING OVER: In the event that the Tenant shall hold over after the expiration of this lease and no new lease or lease extension be executed, the tenancy created by such holding over shall be a month to month one at a rate of the previous month's rent plus 25%, but in all respects shall be governed by the terms of the lease, provided that in all cases a thirty (30) days written notice shall required to terminate the tenancy created by such hold over.

UTILITIES: Landlord shall pay for all water/sewer, ~~electricity~~, and hot water used in the Demised Premises, subject, however, to interruptions not within the control of the Landlord. Landlord shall have no liability to the Tenant for an interruption of service except for intentional disconnection of service. Trash and snow removal and snow treatment shall be the responsibility of the Tenant. Tenant shall maintain the sidewalk and entrance to the Demised Premises free of ice and snow. Tenant shall use all utilities efficiently. Tenant shall be responsible for all other utilities for the Demised Premises. The Landlord has provided light bulbs to the Demised Premises and the Tenant shall be responsible for their replacement.

HEAT: Landlord shall provide at Landlord's cost and expense, as and when required by weather conditions and during Lessee's usual business hours, such heat to the Demised Premises as may be necessary to maintain a temperature of a least seventy degrees (70) Fahrenheit, subject, however, to interruptions not within the control of the Landlord. Tenant shall use the heat efficiently. Landlord shall have no liability to the Tenant for an interruption of service except for intentional disconnection of service.

TAXES: Landlord shall be responsible and shall pay for taxes levied by the municipality on the building and attachments. Tenant shall be responsible and shall pay for personal property taxes levied by the municipality.

LEASE IMPROVEMENTS: Any and all expenses for lease improvements shall be paid by the Tenant with the advanced written approval of the Landlord.

REPAIRS AND MAINTENANCE: Tenant shall maintain and at the expiration of the term or any extension hereof, surrender the interior of the Demised Premises in the same order, repair and condition as the same shall be upon commencement of the term hereof, subject to reasonable wear and tear. Tenant shall maintain in good useable condition the Demised Premises' interior surfaces including without limitation the ceilings, light fixtures and lights, walls, floors and flooring. Landlord shall maintain in good useable condition the roof, exterior walls, floor structures, structural members, windows, foundations, snow removal, electric wiring, plumbing, and pipes of the Demised Premises and of the properties of which the same are a part and all common areas of said premises. Landlord shall be responsible for all common areas. Tenant shall be responsible for any damages to the Demised Premises caused by Tenant or its agents or invitees.

SIGNS: Tenant shall have the right to erect and maintain signs advertising the business of the Tenant and without compensation to the Landlord. Such signs shall be erected and maintained by the Tenant, only after written permission from Landlord, at Tenant's expense, and in full compliance with all laws, ordinance, and regulations applicable. Tenant shall be responsible for the removal of any such signs and restoration of the building at the expiration of this Lease.

LANDLORD'S ACCESS: Upon reasonable notice to the Tenant, Landlord shall have the right to enter the Demised Premises at all reasonable times for the purpose of making repairs or performing maintenance required of it hereunder, and for inspection; and during the last six months of the term or extended term, the Landlord shall have the right to show the same to prospective Tenants or purchasers.

ASSIGNMENTS AND SUBLETTING: Tenant shall not have the right to assign or transfer this lease nor sublet the leases premises in whole or in part without the prior written approval of the Landlord. In the event of approval, the Tenant shall pay the Landlord's reasonable expenses in connection with the assignment. In the event of any assignment or subletting which is approved by Landlord, Tenant shall nonetheless remain responsible for the payment of all sums and performance of all obligations required of the Tenant or assignee.

FIRE, CASUALTY, AND EMINENT DOMAIN: If all or a substantial part of the Demised Premises, or all or a substantial part of the property of which the Demised Premises are a part, shall be destroyed or damaged by fire or other casualty, or shall be taken by exercise of the power of eminent domain, then this Lease (and any extension thereof) shall terminate at the election of the Tenant or the Landlord. If this Lease shall not be terminated, then Landlord shall restore the Demised Premises and the properties of which the Demised Premises are a part within a reasonable time period to the same condition they were in prior to such damage, destruction, or taking.

POSSESSION & DELIVERY DATE: Tenant has examined the demised premises prior to and as a condition precedent to its execution of this Lease Agreement, and Tenant's taking possession thereof shall be conclusive evidence of this receipt thereof in good order and repair, and Tenant agrees and admits no representation as to the condition or repair thereof has been made by or on behalf of the Landlord other than as set forth herein.

SR

TENANT INDEMNITY: Tenant shall indemnify and save Landlord harmless from and against all claims of whatever nature arising from any act, omission or negligence of the Tenant, or Tenant's contractors, licensees, agents, servants or employees, or arising from any accident, injury, or damage whatsoever caused to any person or to the property of any person occurring during the term hereof in or about the Premises. Tenant shall indemnify and hold harmless for any and all claims of whatever nature arising from any act, omission or negligence of co-tenants in the building. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses, and liabilities of any kind whatsoever incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof.

INSURANCE: Tenant shall maintain in full force during the term hereof a policy of commercial general liability insurance with Landlord named as an additional insured, covering all claims, defense costs, expense and liability for injury to or death of persons or damage to property which may be claimed to have occurred in or about the Premises. Each such policy shall be non-cancelable with respect to Landlord without (10) days' written notice to Landlord, by certified mail. The minimum limits of liability of such insurance shall be \$300,000.00 combined single limit per occurrence. The foregoing limits of insurance may be reasonably increased by Landlord, as necessary to protect Landlord's interests. At or prior to the commencement of the term of this Lease, and thereafter not less than ten (10) days prior to the expiration date of each expiring policy, original copies or certificates of all insurance policies required hereunder setting forth in full the provisions thereof, together with satisfactory evidence of the payment of all premiums then due therefore, shall be delivered by Tenant to Landlord and shall, upon request of Landlord, also be delivered by Tenant to the holder of any mortgage affecting the Premises. All such insurance shall be placed with a responsible insurance company satisfactory to Landlord and authorized to transact business in the State of Maine.

TENANT'S PERSONAL PROPERTY: Tenant shall obtain insurance suitable to its needs to insure Tenant's personal property. Under no event shall Landlord be liable to Tenant for the damage or destruction of Tenant's personal property.

TENANT'S COVENANTS: Tenant covenants not to damage, injure, deface or commit waste upon the Demised Premises with respect to its use of the Demised Premises, and that its use of the Demised Premises shall comply with all laws of the United States, the State of Maine, or any municipal ordinance or regulation in force during the term of this Lease or an extension thereof. Tenant further covenants to keep the said premises in a clean, neat, orderly, and attractive condition at all times. Tenant will not cut or drill or secure any fixture, apparatus, or equipment of any kind to any part of the demised premise without first obtaining Landlord's written consent. Tenant shall not unreasonably disturb the peaceful enjoyment of the Landlord's other tenants within said building. Tenant shall not use the Demised Premises in any manner that causes an increase in Landlord's insurance of the Demised Premises.

LANDLORD'S COVENANTS: Landlord covenants that the Demised Premises and the property of which they are a part are, and will, during the time of this Lease and any extension thereof, continue to be, fit for the conduct of the Tenant's business upon the Demised Premises, subject, however, to the provisions above. Landlord shall comply with all laws of the United States, the State of Maine, and all municipal ordinances or regulations applicable to the Demised Premises and the party of which they are a part.

SL

PARTITIONS: All partitions, alterations, or improvements must be approved in advance in writing by the Landlord and shall be done in a workmanlike manner, without unreasonably interfering with other Tenants in said building, in full compliance with all laws, regulations and ordinances applicable to the Demised Premises. All partitions, alterations improvements made by the Tenant shall remain the Landlord's property even if affixed to the Demised Premises.

PARKING: There is no on-site parking to the Demised Premises.

NOTICES: Any notice required to be given under this Lease shall be given by mailing said notice, postage prepaid, addressed as follows. Such addresses may be changed from time to time by serving written notice in advance.

TENANT:

Steven Kusnack
2270 St John rd
St John Plt, ME 04743

LANDLORD:

Eva Kirk
149A State Street
Presque Isle, ME 04769

LANDLORD'S RIGHTS ON TENANT'S DEFAULT: If Tenant shall fail to pay any amount due Landlord hereunder when due, Landlord may, without notice, terminate this Lease and exercise any and all remedies hereunder. If Tenant shall neglect or fail to perform any other covenants, terms, or provisions of this Lease, and such default by Tenant continues after notice, for more than twenty (20) days (or such shorter period of time as the then-prevailing exigent circumstances may require as determined in Landlord's sole discretion); or if the Tenant makes any assignment for the benefit of creditors, commits any act of bankruptcy or files a petition under any bankruptcy or insolvency law; or if such a petition filed against the Tenant is not dismissed within ninety (90) days; or if the Tenant's interest in this Lease is taken on execution or other process of law in any action against the Tenant, then, and regardless of any waiver or consent to any earlier event of default, Landlord, at its option may exercise any and all remedies available to Landlord at law or equity, all of such rights and remedies to be cumulative and not exclusive, including without limitation the following:

(a) Landlord may terminate this Lease and, in Landlord's sole discretion, evict Tenant, and Tenant shall quit and surrender the Premises and remain liable as set forth below;

(b) Tenant shall pay Landlord eighteen percent (18%) interest per annum on all amounts due Landlord hereunder which are not received by Landlord within five (5) days after the same is due. Said interest shall continue to accrue and remain payable even though Landlord declares a default hereunder and terminates the Lease. Landlord's acceptance of late rental payments and/or interest shall not be deemed to be a waiver of any provisions of this Lease, nor shall the acceptance of said payment be deemed a waiver of Landlord's right to declare a default due to the lateness of any payment hereunder, and to exercise any other remedy, including termination which Landlord may have hereunder;

(c) Landlord may immediately, or at any subsequent time, without demand or further notice, re-enter the Premises with process of law, and repossess the Leased Premises and expel Tenant and those claiming under Tenant, and Landlord may remove any property from the Premises and store the same in any warehouse, all at the expense and risk of the Tenant, or may dispose of the same in accordance with applicable law, and Tenant shall remain liable as set forth below;

SL

JURY TRIAL WAIVER: Tenant hereby knowingly and voluntarily waives any and all rights to a trial by jury in any forcible entry and detainer action or other action or proceeding based on or related to this Lease.

WAIVER: One or more waivers of the breach of any covenant or condition by either party shall not be construed as a waiver of any breach of any covenants or condition or of further breach of the same covenants.

CONSTRUCTION: Landlord and Tenant understand, agree and acknowledge that this Lease has been freely negotiated by both parties, and that in the event of any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Lease or any of its terms and conditions, there shall be no inference, presumption or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof.

☒ GUARANTY: Steve R Rusnack signs this Lease to personally guaranty all sums due under this Lease.

ENTIRE AGREEMENT: This Lease contains the entire and only agreement between the parties and no oral statements or representations or prior written matter not contained in the Lease shall have a force or effect.

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

Witness: _____

LANDLORD: C&C RENTAL PROPERTIES, LLC

By: C&C Rental Properties
Its: Property Manager
Date: 6/12/20

Witness : _____

TENANT:

By: [Signature]
Its: President
Date: 6/12/20

Full Bloom
Cannabis.

Witness : _____

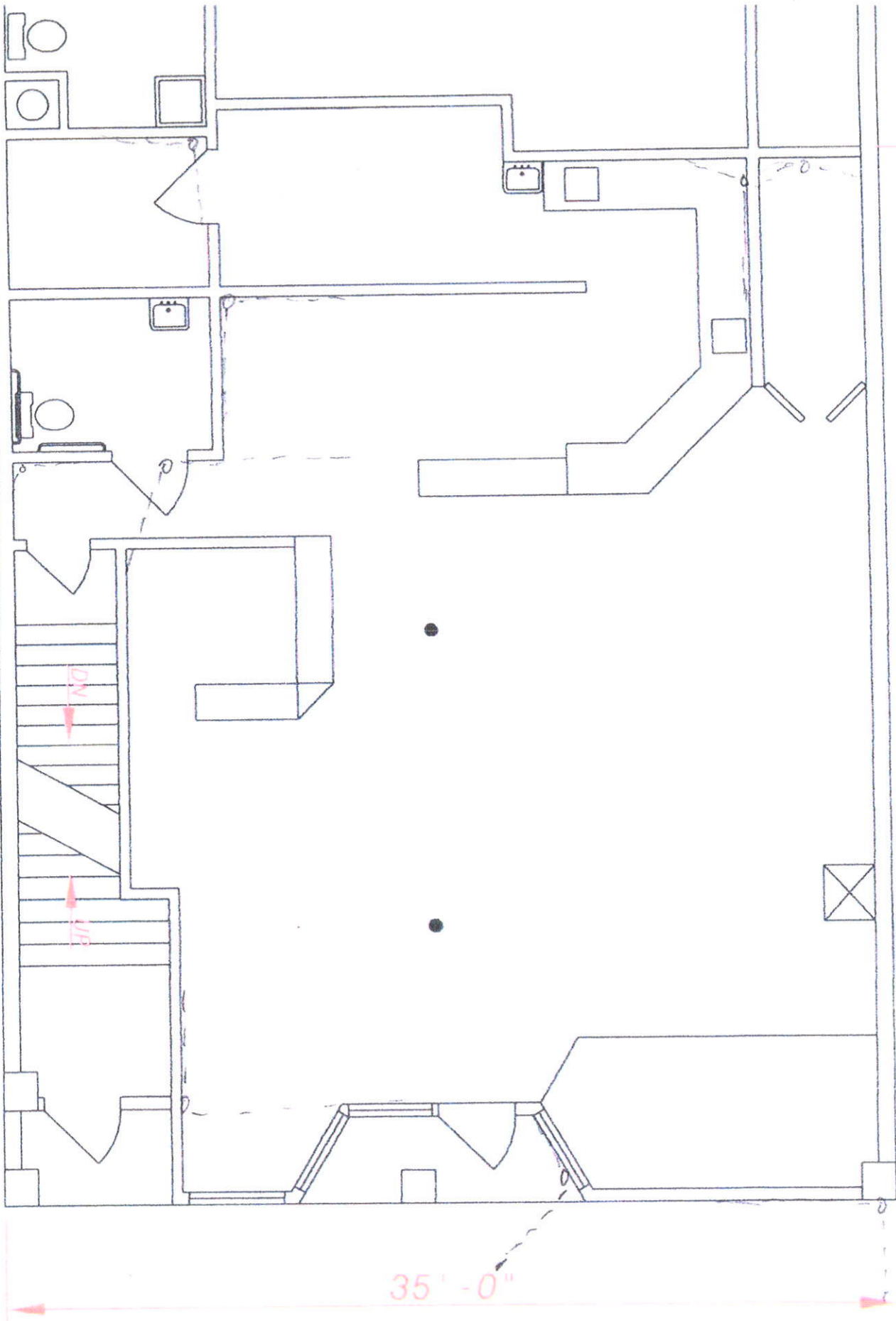
GUARANTOR:

Date: _____

Exception: Should
Full Bloom Cannabis
not be able to be
approved for retail,
this lease will be
null & void. (E.K)

SR

FLOOR PLAN



CITY OF PRESQUE ISLE

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY given that the Presque Isle City Council will be hold a **PUBLIC HEARING** on **April 7, 2021** at **6:00 PM** in the City Council Chambers, City Hall at 12 Second Street, to consider a **Marijuana License** from:

Full Bloom Cannabis
483 Main 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 call at 760-2720.

ADA ASSISTANCE: Anyone needing special assistance at the public hearing due to a disability should contact the City of Presque Isle's City Clerk at 760-2720 at least two (2) business days prior to the meeting date.

Per City Council
Kimberly A. Finnemore
City Clerk

PRESQUE ISLE CITY COUNCIL MEETING

For:

April 7, 2021

AGENDA ITEM # 4

SUBJECT

CONSENT AGENDA: 2021 Minutes

INFORMATION

- 1) February 23, 2021 Minutes
- 2) March 3, 2021 Minutes
- 3) March 24, 2021 Minutes

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by Councilor _____ to approve minutes from February 23rd, March 3rd and March 24th, 2021.



Presque Isle City Council
Workshop

Tuesday, February 23rd, 2020 3:00 PM
Sargent Family Community Center

Roll Call

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

Absent: Councilor R. Smith

Department Heads and City Manager were also present.

K. Freeman called the meeting to order at 3:03 PM.

BE IT RESOLVED by K. Freeman, seconded by M. Chasse to enter into executive session pursuant to 1 M.R.S.A. § 405(6)(C) to discuss Economic Development

Vote: 6 - 0

Councilors exited Executive Session at 3:36 PM.

BE IT RESOLVED by M. Chasse seconded by K. Freeman to authorize the city manager to sign a letter of intent for Ignite PI.

Vote 6 - 0

Discussion followed about goals and concepts for 2021-2022, next workshop is scheduled for March 24th at 3pm.

BE IT RESOLVED by M. Chasse seconded by J. Shaw to enter into executive session pursuant to 1 M.R.S.A. § 405(6)(C) to discuss Real Estate

Vote: 6 - 0

Councilors exited Executive Session at 6:19 PM.

BE IT RESOLVED by M. Chasse seconded by K. Freeman to allocate \$20,000 of surplus to PIIC Building Reserve Account for roof repairs.

Vote 6 - 0

BE IT RESOLVED by, Councilor J. Shaw seconded by J. Willette to adjourn the meeting at 6:19 PM.

Vote 6 - 0

Attested by: _____
Martin Puckett, City Manager



**Presque Isle City Council Meeting
March 3, 2021
6:00 PM
Presque Isle City Council Chambers**

Call to Order – Roll Call

Present: Chairman K. Freeman, Councilors M. Chasse, C. Green, R. Smith, C. Green, J. Willette, and D. Cyr (arrived at 6:10 PM)

Absent: Deputy Chairman J. Shaw

City Manager Martin Puckett and Deputy City Clerk Deborah Ouellette 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 Hearings

1. Approval for a Marijuana License for Northern Maine Flower, with a location of 540 Main Street (Single Hearing)

Chairman K. Freeman opened the public hearing at 6:02 PM.

City Manager Martin Puckett said Northern Maine Flower is going to continue with their medical license and have submitted the applicable requirements along with a \$2,500 annual fee.

Galen Weibley, Director of Economic & Community Development, stated his office has inspected the property; he has also reached out to PI Police Chief and no issues have been reported.

Councilor C. Green stated that abutting property owners have spoken positively about them as neighbors and how well they maintain their grounds. They have been a successful business and a conscientious partner for the community.

Hearing no further comments, Chairman K. Freeman closed the public hearing at 6:06 PM.

BE IT RESOLVED by Councilor J. Willette, seconded by Councilor C. Green to approve a Marijuana License for Northern Maine Flower, with a location of 540 Main Street.

Vote: 5 - 0

Citizen Comments

Chairman K. Freeman opened the hearing for citizen comments at 6:12 PM. Hearing none he closed the hearing at 6:12 PM.

Councilor J. Willette expressed thanks and appreciation to first responders, police, ambulance drivers, emergency personnel, tow truck drivers and others responding to yesterday's storm. He gave a huge shoutout to everyone involved in the storm response to protect the public.

Chairman K. Freeman said he wanted to echo those sentiments as well.

Darryl White, PI Fire Department Chief, reported the public gave very positive feedback about public services during the storm response, including comments posted on Face Book. Citizens brought donuts, pizza and other food items to the station.

Consent Agenda

2. Approve minutes from February 3, 2021

Councilor M. Chasse noted a correction is needed on the year to 2021.

BE IT RESOLVED by Councilor C. Green, seconded by Councilor M. Chasse to approve minutes from February 3, 2021.

Vote: 6 - 0

3. Approve 2021 Warrants #4 - #7 totaling \$1,831,908.62

BE IT RESOLVED by Councilor R. Smith, seconded by Councilor C. Green to approve 2021 Warrants #4 - #7 totaling \$1,831,908.62.

Vote: 6 - 0

4. Approve Appointment of Christy Daggett to Presque Isle Downtown Revitalization Committee

City Manager Puckett gave a brief summary of the candidate's background and qualifications for serving on the PIDRC.

BE IT RESOLVED by Councilor M. Chasse, seconded by Councilor R. Smith to appoint Christy Daggett to the Presque Isle Downtown Revitalization Committee.

Vote: 6 - 0

Old Business

5. City Hall Update

Councilor M. Chasse gave an update on PI City Hall renovations project. Two bids have been received and the group is going to meet with contractors to get a better understanding of the differences between their proposals. They will have more specific information to share later.

Councilor D. Cyr said that bids came in higher than expected. The bids were from well qualified companies.

BE IT RESOLVED by Councilor M. Chasse, seconded by Councilor C. Green to table the City Hall update until the next meeting on April 7, 2021.

Vote: 6 - 0

6. Tax Acquired Properties

City Manager Puckett lead the discussion by saying Council has been looking at options for dealing with two tax acquired properties that are ready to go out for bid. Previously the City has used Jim Dyer as a real estate agent. City Manager Puckett reached out to him at Big Bear Realty where he is now works and he has submitted a proposal for consideration which is in the packet.

Two properties are 28 Elm Street and 22 Allen Street. The first is a vacant lot with a foundation and the City has \$2,215 of abatement costs from demolition work; the PIFD was able to use the property for a training exercise. The second is a vacant single-family dwelling with \$5,533 outstanding taxes. The house has been upkeep inside and has potential to make a nice home. However, the building has foundation issues.

The proposal for listing tax acquired property includes a \$2,000 minimum commission or 6% of property sales.

If Council agrees with the proposal, the City should set a minimum price to recoup our costs associated with these properties. We can expect below market value offers, since we are giving only a quit claim deed.

Councilor D. Cyr questioned whether we are solidifying that every tax acquired property needs to go this route? He is concerned some lower value properties may not be worth inclusion in this process with minimum commission and sale price, and it is important to keep other options available so that Council can make a decision each time.

Councilor C. Green supports including property that consists of just a lot because advertising may bring in more buyers and increase the sales price.

Councilor R. Smith said he sees value in this approach rather than having staff time tied up in selling properties.

Chairman K. Freeman said a reasonable time frame should be given for marketing a property, maybe 30-45 days would be in the City's interest.

City Manager Puckett emphasized the City works with taxpayers experiencing financial difficulty so as to avoid this situation.

If we like the results of marketing the properties, this approach can be used in place of a straight bid process for disposing of tax acquired properties.

BE IT RESOLVED by Councilor M. Chasse, seconded by Councilor R. Smith to engage Big Bear Reality to be the real estate agent for listing these two properties.

Vote: 6 – 0

New Business

7. Schedule a public Hearing to consider adopting changes to the Rec & Parks Advisory Board By-Laws

BE IT RESOLVED by Councilor M. Chasse, seconded by Councilor C. Green to schedule a Public Hearing on April 7, 2021 to consider adopting changes to the Rec & Parks Advisory Board By-Laws.

Vote: 6 – 0

8. Schedule a Public Hearing to consider adopting changes to Chapter 59A – Adult Use and Medical Marijuana Businesses Ordinance

BE IT RESOLVED by Councilor J. Willette, seconded by Councilor C. Green to schedule a Public Hearing for the Council's next meeting on April 7, 2021 to consider adopting the suggested changes to Chapter 59A – Adult Use and Medical Marijuana Businesses Ordinance.

Vote: 6 – 0

9. Fire Capital Reserve Adjustment

City Manager Puckett explained staff is requesting formal action for items that were discussed during the budgeting process.

BE IT RESOLVED by Councilor M. Chasse, seconded by Councilor J. Willette to reallocate \$30,000 from the Fire Apparatus Account to the Pickup Account.

Vote: 6 – 0

Manager's Report

- City Manager Puckett has tallied the results from the first goal setting meeting.
- The next goal setting meeting will be on Wednesday, March 24, 2021 at 3:00 PM.
- Employee appreciation month is coming up.

Announcements

- The second goal setting meeting will be on Wednesday, March 24, 2021 at 3:00 PM at Sargent Family Community Center. The public is invited to attend.
- The next City Council meeting will be on Wednesday, April 7, 2021 at 6:00 PM in Council Chambers at City Hall. The public is invited to attend.
- Citizen comments can be submitted in writing and Councilors will read and respond to the comments during the live broadcast.

Executive Sessions

BE IT RESOLVED by Councilor R. Smith, seconded by Councilor J. Willette to enter into Executive Session at 6:39 PM pursuant to 1 M.R.S.A. sub-section 405(6) (D) to discuss negotiations matter.

Vote: 6 – 0

Councilors exited executive session at 6:49 PM with no action taken.

BE IT RESOLVED by Councilor R. Smith, seconded by Councilor M. Chasse to enter into Executive Session at 6:50 PM pursuant to 1 M.R.S.A. sub-section 405(6) (D) to discuss negotiations.

Vote: 6 – 0

Councilors exited executive session at 8:06 PM with no action taken.

Adjournment

BE IT RESOLVED by Chairman K. Freeman, seconded by Councilor C. Green to adjourn the meeting at 8:50 PM.

Vote: 6 – 0

Attested by: _____
Deborah Ouellette, Deputy City Clerk



Presque Isle City Council
Workshop

Tuesday, March 24, 2021 3:00 PM
Sargent Family Community Center

Roll Call

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

Absent: Councilor D. Cyr

Department Heads, City Clerk and City Manager were also present.

Shaw called the meeting to order at 3:05 PM.

Discussion followed about top 10 goals and concepts for 2021-2022

BE IT RESOLVED by C. Green seconded by J. Willette to sell the Trackless Sidewalk Machine to the Town of Van Buren for \$1,500.00

Vote 6 - 0

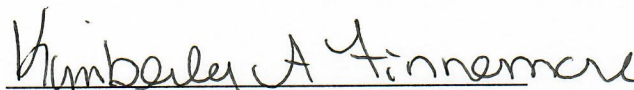
BE IT RESOLVED by K. Freeman, seconded by R. Smith to enter into executive session pursuant to 1 M.R.S.A. § 405(6)(C) to discuss Economic Development

Vote: 6 - 0

BE IT RESOLVED by, Councilor J. Shaw seconded by C. Green to adjourn the executive meeting at 4:47 PM.

Vote 6 - 0

Attested by:


Kimberly A. Finnemore, City Clerk

PRESQUE ISLE CITY COUNCIL MEETING

For:

April 7, 2021

AGENDA ITEM # 5

SUBJECT

CONSENT AGENDA: 2021 Warrants #8 - #11, totaling
\$ 1,350,591.88

INFORMATION

1) Warrant #8	\$ 47,347.54
2) Warrant #9	\$ 351,216.99
3) Warrant #10	\$ 364,173.87
4) Warrant #11	\$ 317,853.48

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by Councilor _____
_____ to approve 2021 Warrants #8 - #11, totaling
\$1,350,591.88.

PRESQUE ISLE CITY COUNCIL MEETING

For:

April 7, 2021

AGENDA ITEM # 6

SUBJECT

CONSENT AGENDA: Employment Agency License for
Maine Staffing Group

INFORMATION

1) Application

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by
Councilor _____ to approve an Employment Agency
License for Maine Staffing Group.



**CITY OF PRESQUE ISLE
EMPLOYMENT AGENCY License Application**

Per Maine Statute Title 26, Chapter 7 § 612-A
Chapter 9 - License and Public Hearing Fees

☐ NEW LICENSE ☒ RENEWAL OF LICENSE

EXPIRATION DATE: MAY 1st OF EACH YEAR

FEE: \$100.00 - FLAT FEE PER YEAR

DATE: 3/12/2021

NAME UNDER WHICH BUSINESS WILL BE OPERATED:

Maine Staffing Group / Project Staffing, Inc.

LOCATED AT: 30 Parsons St.

DAYS OF OPERATION: M-F

HOURS OF OPERATION: 8am-5pm

OTHER INFORMATION, IF ANY: _____

DATED THIS 12th DAY OF March, 20 21

Barbara Mahoney, President
Signature of Applicant

PO Box 490
Address

Brunswick, ME 04011

PRESQUE ISLE CITY COUNCIL MEETING

For:

April 7, 2021

AGENDA ITEM # 7

SUBJECT

CONSENT AGENDA: Employment Agency License for
Tempo Employment Services

INFORMATION

1) Application

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by
Councilor _____ to approve an Employment Agency
License for Tempo Employment Services.



CITY OF PRESQUE ISLE
EMPLOYMENT AGENCY License Application

Per Maine Statute Title 26, Chapter 7 § 612-A
Chapter 9 - License and Public Hearing Fees

☐ NEW LICENSE ☒ RENEWAL OF LICENSE

EXPIRATION DATE: MAY 1st OF EACH YEAR

FEE: \$100.00 - FLAT FEE PER YEAR

DATE: 3-10-2021

NAME UNDER WHICH BUSINESS WILL BE OPERATED:

TEMPO Employment Services

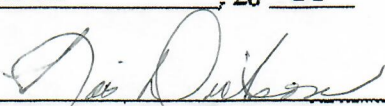
LOCATED AT: 40 North Street, Suite 3

DAYS OF OPERATION: Monday - Friday

HOURS OF OPERATION: 8AM - 5PM

OTHER INFORMATION, IF ANY: _____

DATED THIS 10th DAY OF March, 20 21



Signature of Applicant

PO Box 31 Presque Isle, ME 04769
Address

PRESQUE ISLE CITY COUNCIL MEETING

For:

April 7, 2021

AGENDA ITEM # 8

SUBJECT

CONSENT AGENDA: Pawnbroker License for Ben's
Trading Post, LLC

INFORMATION

1) Application

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by
Councilor _____ to approve a Pawnbroker License for
Ben's Trading Post.

PRESQUE ISLE CITY COUNCIL MEETING

For:

April 7, 2021

AGENDA ITEM # 9

SUBJECT

CONSENT AGENDA: Taxi Cab License for Aroostook
Cab Company

INFORMATION

1) Application

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by
Councilor _____ to approve a Taxi Cab Service License
for Aroostook Cab Company.



CITY OF PRESQUE ISLE
TAXI CAB SERVICE License Application

EXPIRATION DATE: MAY 1ST OF EACH YEAR

FEE: \$100.00 PER VEHICLE

NAME OF APPLICANT: Arcoastook Cab DBA Marty Clayton

HOME ADDRESS: 456 Tabor Road Washburn Me 04786

DATE OF BIRTH: 5-9-61 PLACE OF BIRTH: Caribou

TRADE NAME: _____ PHONE # _____

OFFICE ADDRESS: 456 Tabor Road Washburn Me 04786

DO YOU CARRY LIABILITY & PROPERTY DAMAGE INSURANCE? yes

NAME OF COMPANY: Nautilus Insurance Co POLICY # NN1161823

IS THIS A RENEWAL? yes # OF CABS YOU OPERATE: 2

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

DATE: 3-30-2021

SIGNED: Marty Clayton

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

Kimberly A Finnenmore
City Clerk

Acted upon by the City Council on: _____

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

DENIED



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/30/2021

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 25 Sweden Street Ste C Caribou ME 04736		CONTACT NAME: Diane DuMont, ACSR, CISR PHONE (A/C, No, Ext): (207) 498-2523 FAX (A/C, No): (207) 498-3404 E-MAIL: diane.dumont@fapeabody.com ADDRESS:	
INSURED Aroostook Cab Company, DBA: Marty Clayton 4 Mecon St Caribou ME 04736		INSURER(S) AFFORDING COVERAGE INSURER A: Nautilus Insurance Co. INSURER B: National Casualty Company 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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NN1161823	08/18/2020	08/18/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Excluded MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
	<input type="checkbox"/> 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			QPO 0002899	08/22/2020	08/22/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 2,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (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 \$
	Abuse or Molestation Limited Liability Coverage by Endorsement			NN1161823	08/18/2020	08/18/2021	Each Event \$100,000 Aggregate Limit \$300,000

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

2003 Buick 1G4HR54K23U290431
2003 Buick 1G4HP52K63U283992
2005 Buick 1G4HR54K85U255847

Drivers are: Marty Clayton, Wathana Loughlin, Brian Loughlin, Stanley Samiento, Kenneth Munson, Cindy Tardy, Della Haines, Shaun Shannon, & Daniel Shorey

CERTIFICATE HOLDER

CANCELLATION

City of Presque Isle 15 Second 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 <i>Diane J DuMont</i>

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ADDITIONAL COVERAGES

Ref #	Description Uninsured motorist BI-single limit	Coverage Code UMISG	Form No.	Edition Date
Limit 1 100,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium \$36.00	

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	

OFADTLCV
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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: 3-30-2021

UNIT/CAB # 2

REGISTRATION # TX 9769

SERIAL # 1B4HP52K63U28392

MOTOR # 3800

MAKE: Buick

YEAR: 2003

TYPE: Lesabre

BODY: 4 Door

COLOR: Silver

H.P: _____

CAPACITY: 6

LIGHTS, CONDITION: X

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

CONDITION: Good

BRAKES, HAND, CONDITION: Good

STEERING GEAR, CONDITION: Good

MIRRORS: X WINDSHIELD WIPERS: X

HORN OR SIGNAL DEVICE: X

REAR SIGNAL LIGHT OR DEVICE: X

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: 6345

BY: Bonnyed L

**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: 3-26-2021

UNIT/CAB # 1

REGISTRATION # 11-104

SERIAL # 164HRS4K23U290431

MOTOR # 3800

MAKE: Buick

YEAR: 2003

TYPE: Lesabre

BODY: 4 Door

COLOR: BL

H.P.: _____

CAPACITY: 6

LIGHTS, CONDITION: ✓

BRAKES, FOOT ✓ 2 WHEEL: ✓ 4 WHEEL: ✓

CONDITION: Good

BRAKES, HAND, CONDITION: Good

STEERING GEAR, CONDITION: Good

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: Pub 7631

BY: [Signature]

PRESQUE ISLE CITY COUNCIL MEETING

For:

April 7, 2021

AGENDA ITEM # 10

SUBJECT

CONSENT AGENDA: Taxi Cab License for Town Taxi

INFORMATION

1) Application – Provided at meeting

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by Councilor _____ to approve a Taxi Cab Service License for Town Taxi.

PRESQUE ISLE CITY COUNCIL MEETING

For:

April 7, 2021

AGENDA ITEM # 11

SUBJECT

CONSENT AGENDA: Taxi Cab License for Carney's
Taxi

INFORMATION

1) Application

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by
Councilor _____ to approve a Taxi Cab Service License
for Carney'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: Mark Carney
HOME ADDRESS: 259 Caribou Rd Presque Isle me 04769
DATE OF BIRTH: 8/22/55 PLACE OF BIRTH: Eagle Lake
TRADE NAME: Carneys Tax. PHONE # 207 5510070
OFFICE ADDRESS: Same
DO YOU CARRY LIABILITY & PROPERTY DAMAGE INSURANCE? yes
NAME OF COMPANY: F. A Peabody POLICY # TLMO7249
IS THIS A RENEWAL? yes # 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: 3/23/21 SIGNED: Mark Carney

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.

UNIT/CAB # <u> ✓ </u>	Date: <u>3/24/21</u>
REGISTRATION # <u> ✓ </u>	SERIAL # <u>561762</u>
MOTOR # <u> ✓ </u>	MAKE: <u>Chry.</u>
YEAR: <u>2015</u>	TYPE: <u>Van</u>
BODY: <u>Van</u>	COLOR: <u>GY</u>
H.P.: <u> </u>	CAPACITY: <u>6</u>
LIGHTS, CONDITION: <u> ✓ </u>	
BRAKES, FOOT <u> ✓ </u> 2 WHEEL: <u> </u> 4 WHEEL: <u> ✓ </u>	
CONDITION: <u> ✓ </u>	
BRAKES, HAND, CONDITION: <u> ✓ </u>	
STEERING GEAR, CONDITION: <u> ✓ </u>	
MIRRORS: <u> ✓ </u>	WINDSHIELD WIPERS: <u> ✓ </u>
HORN OR SIGNAL DEVICE: <u> ✓ </u>	
REAR SIGNAL LIGHT OR DEVICE: <u> ✓ </u>	
IS THIS VEHICLE IN GOOD MECHANICAL CONDITION? <u> ✓ </u>	
IS THIS VEHICLE IN SUCH MECHANICAL CONDITION AS TO GUARANTEE THE SAFE TRANSPORTATION OF PASSENGERS? <u> ✓ </u>	
STATE INSPECTION STATION: <u>679</u>	
BY: <u>Scott St. Peter</u>	

PRESQUE ISLE CITY COUNCIL MEETING

For:

April 7, 2021

AGENDA ITEM # 12

SUBJECT

CONSENT AGENDA: Taxi Cab License for Tom's Taxi

INFORMATION

1) Application – Provided at meeting

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by Councilor _____ to approve a Taxi Cab Service License for Tom's Taxi.

PRESQUE ISLE CITY COUNCIL MEETING

For:

April 7, 2021

AGENDA ITEM # 13

SUBJECT

CONSENT AGENDA: Bowling Alley License for
Northern Lanes, Inc.

INFORMATION

1) Application

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by
Councilor _____ to approve a Bowling Alley License for
Northern Lanes, Inc.



CITY OF PRESQUE ISLE
BOWLING ALLEY Application
Per Maine Statute Title 8, Chapter 8, §2

☐ NEW LICENSE

☒ RENEWAL OF LICENSE

EXPIRATION DATE: May 1st OF EACH YEAR

FEE: \$75.00 per year

NAME OF APPLICANT: Northern Lanes Inc.

NAME UNDER WHICH BUSINESS WILL BE OPERATED: Sqm

TELEPHONE NUMBER OF BUSINESS: (207) 764-1532

LOCATED AT: 510 Main St., Presque Isle, ME.

HOURS OF OPERATION: Mon-Wed. 3p-9p, Thurs 12-9p, Fri. 8A-11A; 3p-9p, Sat. 9A-9p

NUMBER OF ALLEYS: 12

Dated this 21 day of March, 2021

Calvin Nickerson
Applicant's Signature

Address: 510 Main St.

Presque Isle, ME 04769

PRESQUE ISLE CITY COUNCIL MEETING

For:

April 7, 2021

AGENDA ITEM # 14

SUBJECT

CONSENT AGENDA: Approve Purchase & Sale
Agreement

INFORMATION

1) Agreement

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by
Councilor _____ to approve the purchase and sale
agreement as presented.

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made and entered into in duplicate original as of the ____ day of April, 2021, by and between the **CITY OF PRESQUE ISLE**, of 12 Second Street, Presque Isle, Maine 04769 (hereinafter referred to as the BUYER), and **PRESQUE ISLE UTILITIES DISTRICT**, of P.O. Box 470, Presque Isle, Maine 04769 (hereinafter referred to as SELLER).

WITNESSETH, the SELLER agrees to sell, and the BUYER agrees to purchase certain parcels of real estate situated at Presque Isle, Maine.

NOW, THEREFORE, the said parties, for and in consideration of the mutual promises herein made of the acts to be performed by the respective parties hereto and in accomplishing the desired purposes hereinafter set forth, each covenant and agree as follows:

1. Purchase and Sale. Upon the closing date hereinafter stated the SELLER shall sell and convey to the BUYER, and the BUYER shall purchase from SELLER, the following property:
 - a. The real estate situated at several locations in Presque Isle, Maine, described more fully and accurately in Exhibit A attached hereto.
2. Purchase Price, Earnest Money. The purchase price to be paid by the BUYER to the SELLER for the property being sold and conveyed hereunder shall be in the sum of \$170,000.00, of which the sum of \$1.00 has been paid on the date hereof, as and for earnest money, the receipt whereof is hereby acknowledged by the SELLER, subject to the terms and conditions hereinafter set forth relating to the return or forfeiture of said earnest money. The balance of the purchase price shall be paid at the time of closing which shall be upon the recording of all documents of title at the appropriate Registry of Deeds.
3. Closing and Date of Transfer. Title and possession of the property being sold hereunder shall be transferred at the closing which shall take place at the offices of Currier, Trask & Dunleavy, 55 North Street, Presque Isle, Maine 04769, within 240 days from the date hereof, or at such other time and place, prior to the end of said period, as may be designated by the BUYER upon reasonable notice to the SELLER, tender of the purchase price, and acceptance of title. The date of closing may only be postponed by the parties by written agreement in the event it is necessary to do so, without penalty to the BUYER or forfeiture of the earnest money deposit, if so agreed. Time is of the essence to this Agreement.
4. Closing Documents. At the time of closing, the SELLER shall deliver to the BUYER, in form acceptable to BUYER, and at SELLER'S expense:
 - a. Quitclaim Deed of the real estate conveying the property described in Exhibit A along with corresponding Declaration of Value form;
 - b. Affidavit of Residency – REW-3;
 - c. Evidence of approval of sale by the Trustees of the Presque Isle Utilities District;

- d. Approval by Maine Public Utilities Commission (MPUC);
- e. W-9 Form;
- f. Such Affidavit regarding any outstanding bills for labor or materials (to be supplied by BUYER at the time of closing) as required by BUYER or their title insurer;
- g. Any documents necessary to clear title.

BUYER will deliver to SELLER:

- a. Cash or certified funds for the balance of the purchase price;
- b. BUYER'S share of closing costs, attorney's fees, and taxes due as of the closing date;
- c. Evidence of approval by the Presque Isle City Council.

5. Closing Costs, Attorney Fees and Survey. The costs of closing the transaction called for herein shall be paid by the parties hereto as follows:

- a. SELLER shall provide and pay for the preparation of Declaration of Value form and Quitclaim Deed, any documents or instruments necessary to clear title together with the cost of recording same, proof of payment of all taxes and assessments and all attorney's fees incurred by SELLER.
- b. BUYER shall pay for the preparation of any abstract of title to the subject premises, costs of recording the Quitclaim Deed and any other closing documents on behalf of BUYER, title certification or title insurance, the BUYER'S attorney's fees, and any other expenses, costs or fees incurred by the BUYER.

6. Title. Upon execution of this Agreement, the BUYER shall commence examination of title to the real estate to be sold by the SELLER hereunder and the SELLER shall furnish to the BUYER any existing Abstract of Title, title insurance policies, deeds or other pertinent documents. Within thirty (30) days after the receipt of the said Abstract of Title and continuations thereof, the BUYER shall certify to the SELLER any disapproval which the BUYER shall have of the SELLER'S title, and in the event of such disapproval, the BUYER'S specific objections thereto. Upon notification of such disapproval of title, the SELLER shall have a reasonable time to make title marketable and in the event SELLER is unable to do so, the BUYER may elect to take title offered by the SELLER, or to elect not to accept title, whereupon this Agreement shall terminate and all parties shall be relieved from further liability or obligation each to the other, and the earnest money deposit referred to above shall be returned to the BUYER.

7. Proration. The parties hereto agree to prorate the following items: None.

8. Outstanding Liability and Labor and Materials. SELLER shall pay all debts and liabilities incurred in connection with said property as of the date of closing, none of which indebtedness is being assumed by the BUYER. The BUYER agrees to accept from the SELLER the representation and guarantee of payment of all SELLER'S outstanding debts and agreement to indemnify BUYER from any loss, cost or expense which may be incurred by the BUYER as a result of the SELLER'S failure to pay any of said debts.

9. Representation and Warranties of SELLER. The SELLER represents and warrants to BUYER the following facts, with knowledge that BUYER is purchasing SELLER'S property in full reliance thereof:

- a. That the SELLER has good and marketable title to the property being sold and conveyed hereunder to the BUYER herein and will sell and convey the same to the BUYER herein free and clear of all encumbrances and claims whatsoever.

10. Condition of the Premises. At the date of closing, the BUYER agree that they shall have examined the building, equipment, fixtures, plumbing and heating systems located on said premises being sold hereunder and shall be fully satisfied with the conditions thereof and that neither the SELLER nor any representative of the SELLER shall have made any representations or promises upon which the BUYER may rely, other than those contained in this Agreement, with respect to the condition of any property being sold hereunder, and it is expressly understood and agreed that all personal property and fixtures sold hereunder shall be sold as is.

11. Risk of Loss. The risk of loss to any of the property being purchased shall remain with the SELLER until the time of closing, and the BUYER shall have the option either to cancel this Agreement without further obligation or to negotiate a prorata reduction in the purchase price of the property in the event of any material loss, destruction or damage to the property by reason of fire or other casualty prior to closing. In the event that the BUYER shall elect to cancel this Agreement, without further obligation, then any deposit paid to the SELLER on the date hereof shall be returned to the BUYER.

12. Personal Property. The following described personal property shall be made a part of this Agreement and shall be sold as aforesaid: None.

13. Other Agreements.

- a. BUYER'S obligation to purchase is contingent upon the sale of a certain parcel, located at 920 Skyway Street, Presque Isle, Maine to Presque Isle Utilities District for the sum of \$525,000.00;
- b. SELLER'S obligation to sell is subject to regulatory approval by the Maine Public Utilities Commission (MPUC);
- c. The sale of 362 Centerline Road is subject to water and sewer line easements;
- d. The obligation of BUYER to purchase is subject to approval of the Presque Isle City Council;

- e. The obligation of SELLER to sell is subject to approval by the Trustees of the Presque Isle Utilities District.

14. Assignability. This Agreement and all rights of the BUYER hereunder shall not be assignable by the BUYER to any third party or person, in whole or in part, without the express written agreement of the SELLER.

15. Successors Bound. This Agreement shall be obligatory upon and inure to the benefit of the heirs, personal representatives, administrators, successors in interest and assigns of the respective parties hereto.

16. Default. In the event BUYER shall fail to perform all of the obligations under this Agreement, and the SELLER shall be ready, willing, and able to perform, the aforementioned earnest money deposit shall be retained by the SELLER as liquidated damages. In the event SELLER shall fail to perform, all of the obligations under this Agreement and BUYER shall be ready, willing and able to perform, BUYER may elect to demand the return of the earnest money deposit or pursue all other remedies, including specific performance.

17. Mediation. Except as provided below, any dispute or claim arising out of or relating to this Agreement or the property addressed in this Agreement shall be submitted to mediation. BUYER and SELLER are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree to first go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding the same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction. Earnest money disputes subject to the jurisdiction of small claims court will be handled by that forum, where mediation is available to the parties.

IN WITNESS WHEREOF, the undersigned parties have hereunto affixed their hands and seals the day and year first above written.

PRESQUE ISLE UTILITIES DISTRICT (SELLER)

WITNESS

BY: _____
ROSS A. MCQUADE,
ITS SUPERINTENDENT

CITY OF PRESQUE ISLE (BUYER)

WITNESS

BY: _____
MARTIN PUCKETT, CITY MANAGER

EXHIBIT A

PARCEL ONE: 290 Chapman Road, Presque Isle, Maine, Map 037, Lot 317-290, consisting of approximately 38 acres of land described in a deed recorded at Book 3481, Page 218, Southern District Aroostook Registry of Deeds.

PARCEL TWO: 295 Chapman Road, Presque Isle, Maine, Map 032, Lot 317-295, consisting of approximately 264 acres of land, described in a deed recorded at Book 3481, Page 218, Southern District Aroostook Registry of Deeds.

PARCEL THREE: 213 Chapman Road, Presque Isle, Maine, Map 037, Lot 317-213, consisting of approximately 10.26 acres of land, described in a deed recorded at Book 2646, Page 103, Southern District Aroostook Registry of Deeds.

PARCEL FOUR: 31 Rod and Gun Club Road, Presque Isle, Maine, Map 026, Lot 405-031, consisting of approximately 3.70 acres of land, described in Book 3252, Page 149, Southern District Aroostook Registry of Deeds.

PARCEL FIVE: 362 Centerline Road, Presque Isle, Maine, consisting of approximately 26 acres of land, described in Book 2153, Page 190, Southern District Aroostook Registry of Deeds, Map 010, Lot 313-362.

PARCEL SIX: 61 Chapman Road, Presque Isle, Maine, Map 031, Lot 317-061, consisting of .23 acre of land, acquired by virtue of expired and foreclosed sewer liens assessed against Walter Gogan.

PARCEL SEVEN: 71 Chapman Street, Presque Isle, Maine, Map 031, Lot 317-071, consisting of .23 acre of land, acquired by virtue of expired and foreclosed sewer liens assessed against Walter Gogan, Map 010, Lot 313-362.

PRESQUE ISLE CITY COUNCIL MEETING

For:

April 7, 2021

AGENDA ITEM # 15

SUBJECT

CONSENT AGENDA: Appointment to Deputy
Licensed Plumbing Inspector

INFORMATION

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by
Councilor _____ to approve appointment of Griffin St.
Peter as the Deputy Licensed Plumbing Inspector.

PRESQUE ISLE CITY COUNCIL MEETING

For:

April 7, 2021

AGENDA ITEM # 16

SUBJECT

OLD BUSINESS: City Hall Update

INFORMATION

- 1) Memo from City Hall Renovation Committee, dated
March 26, 2021

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by Councilor
_____ to approve the RFP for the remodeling of City Hall.



City of Presque Isle

MEMO

To: The Honorable Presque Isle City Council

From: City Hall Renovation Committee

Date: 03.26.2021

Re: City Hall Renovation Project

After much thought, analysis, discussion, and planning, the conclusion on the best path forward regarding making a change to City Hall is reduced to the following points.

The renovation committee and Council has done a thorough job of giving full consideration to a variety of possible alternatives and has narrowed the field to renovating the existing building and building completely new in a different location.

The committee opinion has been solidified that **both solutions have their merits and are equally viable** for the needs of the city and that the discussion regarding the buildings and locations is has been thorough.

At this point the remaining deciding factor is the cost. If the Council has the appetite to fund this project in the range of \$ 2.25 to \$ 2.5 million with a 60 -70 year expected life, building new is the recommended choice.

If the Council prefers to keep the project cost in the \$ 1 million range with an additional 30 year extended life, renovation is the recommended choice.

AS OF 03.26.20

CITY HALL RENOVATION TIMELINE AND EXPENSE WORKSHEET			
TIMELINE			
DATE	EVENT	NOTES	
08.03.19	COUNCIL MEMO	PRESENT INITIAL BUDGET ESTIMATE FROM RENO COMMITTEE	\$424,000
09.12.19	RENO COMMITTEE	DETERMINE TIMELINE RECOMMENDATION TO COUNCIL	
09.25.19	COUNCIL MEMO	PRESENT TIMELINE & BUDGET TO COUNCIL	\$477,000
02.21.20	COUNCIL MEMO	REQUEST MOVING FORWARD WITH REQUEST FOR QUALIFICATIONS	
06.24.20	BID PROPOSAL	BRSA	\$670,000 - \$1,330,175 \$78,600 - \$150,800
06.24.20	BID PROPOSAL	AVIEST ENGINEERING	\$450,000 - \$550,000 \$26,423
06.24.20	BID PROPOSAL	CES ENGINEERING	\$614,000 - \$866,000 \$31,000 - \$69,000
07.01.20	CITY COUNCIL	COUNCIL ACTION TO SELECT AVIEST ENGINEERING BID	
09.26.20	AVIEST ENGINEERING	SEND APPLICATION & FEE TO FIRE MARSHAL FOR APPROVAL	
09.17.20	AVIEST ENGINEERING	RECEIVE INITIAL INVOICE	\$3,266.50
10.20	AVIEST ENGINEERING	RECEIVE CONTRACT DOCUMENTS FROM AVIEST	
11.9.20	FIRE MARSHAL	RECEIVE CONSTRUCTION & BARRIER FREE PERMIT	
11.12.20	AVIEST ENGINEERING	RECEIVE SECOND INVOICE	\$7352.25
12.15.20	AVIEST ENGINEERING	ANTICIPATE FINAL CONSTRUCTION PLANS COMPLETION	
01.02.21	AVIEST ENGINEERING	ANTICIPATE ADVERTISING FOR BIDDING	
02.29.20	AVIEST ENGINEERING	PRE-BID MTG - AVIEST ENGINEERING, RENO COMMITTEE, BIDDERS	
02.03.21	AVIEST ENGINEERING	BIDDING ADDENDUM	
03.01.21	AVIEST ENGINEERING	BID AWARD RECOMMENDATION	
03.18.21	RENO COMMITTEE	MEET WITH CONTRACTOR TO DISCUSS RENOVATION	

EXPENTIDURES		
09.17.2020	AVIEST ENGINEERING	\$3,226.50
9.26.20	PERMIT FEE - STATE	\$1,252.56
11.12.2020	AVIEST ENGINEERING	\$7,352.25
12.16.20	AVIEST ENGINEERING	\$3,945.00
03.03.21	AVIEST ENGINEERING	\$2,347.00
	TOTAL	\$16,870.75

FUNDING		
2020	BUILDING RESERVE	\$282,387.00
2021	BUDGET	\$250,000.00
	TOTAL	\$532,387.00

ANALYSIS AND COMMENTS

	SQ FT			\$/ SQFT	TOTAL \$
Cost to build	10,000			240.00	2,400,000.00
Cost to Renovate 2 fls & Chambers	9,310			94.36	878,500.00
Cost to Renovate 3 Flrs	10,320			94.36	973,795.20
Building value before depreciation	3905 X 3 = 11,715			160.00	1,879,968.00
Cost to Demolish City Hall ???	13,760			10.00	137,600.00

X - Advantage

+ - Extra weight

DISCUSSION	REMODEL	NEW
BEST LOCATION AGREED BY ALL	X+++	
MUNICIPAL BUILDING APPEARANCE	X+	X
CAPITAL OUTLAY REQUIREMENT	X+++	
EXISTING IT	X	
IMPROVED WORKPLACE DESIGN AND LAYOUT	X	X+++
REDUCED ENERGY COSTS	X	X+
CHAMBERS LOCATION		X
ANTICIPATE 30 YR ADDED LIFE	X	
ANTICIPATE 60+ YR LIFE		X
BUILDING WILL STILL BE 100 YRS OLD		X+
BUILDING WILL BE TOTALY MODERN		X
WHAT WILL THE FUTURE NEEDS BE BEYOND 30 YRS	X	
MOVING EXPENSE ESTIMATE \$75,000 - \$100,000	X	
BUILDING WILL STILL REQUIRE MAINTENANCE	X-	X+
8 MONTHS OF DISRUPTIVE CONSTRUCTION		X
NEED TO PLAN FOR BUILDING RE-PURPOSE	X	
BASEMENT OF NO USE	X	X

POINTS TO PONDER

Good Faith effort to find a suitable existing location have failed.

Good Faith effort to find a suitable new location have failed.

Will there be a need for City Hall as we know it in the future - doubtful.

\$ 2,400,000 / 60 = \$ 40,000.00 PER YEAR \$2,400,000 / 70 = \$ 34,285.71 Plus land development

\$ 973,795 / 30 = \$ 32,459.83 PER YEAR

The Committee members are unanimously supportive of Devoe Construction

PRESQUE ISLE CITY COUNCIL MEETING

For:

April 7, 2021

AGENDA ITEM # 17

SUBJECT

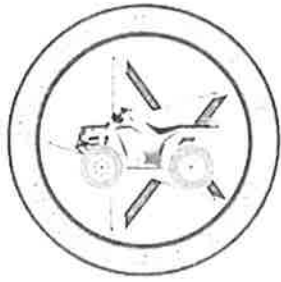
NEW BUSINESS: Star City ATV Club Grant

INFORMATION

1) Memo from Dick Howlett, dated March 22, 2021

REQUESTED ACTION

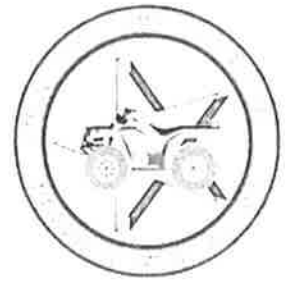
BE IT RESOLVED by Councilor _____, seconded by Councilor _____ to approve support in applying for municipal grant.



STAR CITY ATV CLUB

PO BOX 1533

PRESQUE ISLE, ME. 04769



COUNCIL MEMBERS

The Star City Atv Club is asking the council for support in applying for a municipal grant. This grant is a 90-10 %, the Dept. of Conservation share is 90% and the Star City Atv Club share is 10% in which there is no cost to the city of Presque Isle. We will be using the money to grade a section of trail on the cp trail from McGraw siding to caribou. We will also be doing maintenance on the rest of our trails. The amount of the grant that we are applying for is \$39,500.00 As the club sends in the bills and receipts to the state, the state sends the money to the city in which they will send to the club. All the work will be done in the summer of 2021. Thank You for your time.

Richard Howlett: Club President

DATE: 7-22-21

PRESQUE ISLE CITY COUNCIL MEETING

For:

April 7, 2021

AGENDA ITEM # 18

SUBJECT

NEW BUSINESS: EMS Supplies

INFORMATION

1) Memo from Darrell White, dated March 23, 2021

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by Councilor _____ to approve the purchase of four (4) i-Pads for \$3,200.00 from the EMS Reserve Account for the ambulance to be used for reporting to the State EMS Run System.



Presque Isle Fire Department

The Office of

Fire Chief

Darrell K. White

Email: dwhite@presqueisleme.us

MEMORANDUM

TO:	Honorable City Councilors
FROM:	Darrell White
DATE:	March 23, 2021
RE:	IPads

Currently the Fire Department uses semi tough laptops supplied in each ambulance along with a hotspot from U.S. Cellular for doing run reports. The hotspots are becoming troublesome with spotty connections as well as the laptops are becoming expensive. Researching what others are doing, we found that most use IPads with cellular connection this eliminates the hotspot and computer needing to hook up thorough blue tooth. Further, in discussions with U.S Cellular if we purchase the IPads up front we would see a decrease in our monthly cellular fee. It appears that we can purchase the iPad, protective cover, and keyboard for \$800.00 per unit. As a comparison, the semi tough book cost was just shy of \$1,200.00 per unit. Needing 3 units we are asking Council to allow us to use \$2,400.00 from the EMS reserve account to purchase the IPads.

Respectfully
Darrell White

Motion to all the Fire Department to spend up 3,200.00 from the EMS reserve for four (4) I pad's for the ambulances to be used for reporting to the State EMS run system.

PRESQUE ISLE CITY COUNCIL MEETING

For:

April 7, 2021

AGENDA ITEM # 19

SUBJECT

NEW BUSINESS: Schedule Public Hearing for CDBG for Ignite
PI

INFORMATION

1) Memo from Galen Weibley, dated March 26, 2021

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by Councilor _____ to schedule a public hearing for Ignite PI to present their Community Development Block Grant Application at the May 5, 2021 council meeting.



City of Presque Isle, Maine

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

MEMORANDUM

TO:	City Council
FROM:	Galen Weibley, Director of Economic & Community Development
DATE:	March 26, 2021
RE:	Public Hearing Request for Ignite PI

The City of Presque Isle received a request from Ignite PI a new 501c3 startup to conduct a public meeting on May 5, 2021 Council meeting. The purpose of this meeting will be for Ignite PI to present their Community Development Block Grant (CDBG) application and answer any questions from the Council and public regarding their new business venture and plans for the Northeastland Hotel. By providing opportunity for public participation, Ignite PI will score better on their CDBG application which is due for submission by the City on May 21st.

Please do not hesitate to contact me should you have any questions.

Suggested motion: Mr. Chairman, I move that we schedule a public hearing for Ignite PI to present their Community Development Block Grant Application to the Council at our May 5, 2021 council meeting.

PRESQUE ISLE CITY COUNCIL MEETING

For:

April 7, 2021

AGENDA ITEM # 20

SUBJECT

NEW BUSINESS: Winter Festival Planning

INFORMATION

REQUESTED ACTION

Discussion only.

PRESQUE ISLE CITY COUNCIL MEETING

For:

April 7, 2021

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 MEETING

For:

April 7, 2021

AGENDA ITEM # EXECUTIVE SESSION

SUBJECT

EXECUTIVE SESSION: Pursuant to 1 M.R.S.A. § 405(6)(E) to discuss Attorney-Client Consultation

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)(E) to discuss Attorney-Client consultation.

PRESQUE ISLE CITY COUNCIL MEETING

For:

April 7, 2021

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, April 7th, 2021

- If anyone has any interest in joining a Board or Committee please see the City Clerk or apply online.
- The next regularly scheduled meeting of the Presque Isle City Council is on Wednesday, May 5, 2021 at 6:00 PM in the Council Chambers at City Hall.