



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

TO:	Honorable City Council
FROM:	Martin Puckett, City Manager
DATE:	March 28, 2022
RE:	Wednesday April 6th, 6pm Meeting Sargent Family Community Center

### **Call to Order**

### **Roll Call**

### **Pledge of Allegiance**

### **Public Hearings**

1. Approval of Special Permit for Music, Dancing and Entertainment for Lotus Lounge, with location of 149 State Street (Single Hearing): **Staff Recommends Approval**
2. Approval of renewal of Marijuana License to Royal Leaf Apothecary: **Staff Recommends Approval**
3. Approval of renewal of Marijuana License to Full Bloom Management LLC: **Staff Recommends Approval**
4. Request to re-pass Chapter 1 Ordinance *City Seal* due to "Sunset Provisions": **Staff Recommends Approval**
5. Credit Enhancement Agreement for Ignite Presque Isle: **For Public Comment, action request at latter part of meeting.**

### **Citizen Comments**

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

6. Approve Minutes from March 2, 2022
7. Approve 2022 Warrants #6 - # 10 totaling \$1,821,169.58
8. Approve Appointment of Stacy Walton to the Planning Board
9. Approve Appointment of Dennis Koch to the Downtown Revitalization Committee
10. Approve Appointment of Danielle Cyr to the Downtown Revitalization Committee
11. Approve Employment Agency License for Maine Staffing Group
12. Approve Employment Agency License for Tempo Employment Services
13. Approve Maine Health Care Staffing-Employment Agency License
14. Approve Taxi Cab Service License for Aroostook Cab Company
15. Approve Taxi Cab Service License for Town Taxi
16. Approve Taxi Cab Service License for Carney's Taxi: **Application not received, can approve pending staff review**
17. Approve Taxi Cab Service License for Jeff s Taxi: **Application not received, can approve pending staff review**

18. Approve Bowling Alley License for Northern Lanes, Inc.
19. Drug Forfeiture
20. ACAP Proclamation 50 years of service
21. Comprehensive Plan
22. Approve Election Workers

## **Old Business**

23. RFP for City Website: At last meeting council decided to do a formal RFP so I drafted one with concepts that were discussed and established a timeline. Once council is comfortable with the language in the RFP & timeline, a motion to approve the RFP should be made. It would be helpful for a council member(s) to be part of the review/design process. **Staff recommends approving the Website RFP.**
24. County ARPA Program: After we sent the letter of intent for the Echo Lake and Forum HVAC project we were invited to fill out an application. In anticipation of being approved for the project, council is being asked to commit ARPA funds for the completion of the Echo Lake and Forum Projects. **Staff recommends approval.**
25. Goal Setting: Staff has begun work on the majority of goals. Action items, timelines to report back to council and working teams are included in the document. Council encouraged to review and discuss. **For discussion.**
26. City Hall Renovations Update: Committee members will give update on status of renovations. **For discussion.**
27. Reapportionment: Council asked for an evaluation of the reapportionment process at the last council meeting. A small committee of Councilors Willette and Green reviewed census changes, registered voters and the guidelines for reapportionment. The data does suggest the districts are disproportionately populated and not reflective of the principles of "one person, one vote". **For discussion**

## **New Business**

28. Nordic Heritage Center Operator Agreement: Following up on the workshop on March 16th, council is asked to consider an agreement for the city to operate Nordic heritage Center. Gene Cronin has provided a memo with past budgets from Nordic, including a two year proposed budget. Pineland agrees to the funding the proposed budget, **Staff recommends approval.**
29. Maine Northern Railroad Reuse: I have drafted a memo explaining the concept of a multiuse trail from Limestone to Presque Isle, reusing the railbed. Next step would be writing a letter of petition to MDOT to form an advisory council. **Staff recommends approval.**
30. Approve Public Works Reserve Funds: Memo from Dana Fowler requesting reserve funding approval to complete 2022 paving due to bids higher than budgeted amounts. **Staff recommends approval.**
31. Downtown Facade Program Draft Application: Galen Weibley's memo outlines the application and program. The TIF Advisory Committee has reviewed the draft proposal. Weibley is looking for council input on the proposed program to move towards implementation and funding. **For discussion.**

## **Manager's Report**

## **Announcements**

## **Executive Session**

Pursuant to 1 M.R.S.A. § 405(6)(C) to discuss Economic Development

Pursuant to 1 M.R.S.A. § 405(6)(E) Consultation with Legal Counsel

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

### **Adjournment**



## **Presque Isle City Council Meeting**

**Wednesday, April 6<sup>th</sup>, 2022**

**6:00 PM**

**Sargent Family Community Center**

### **AGENDA**

#### **Call to Order**

#### **Pledge of Allegiance**

#### **Public Hearing**

1. Approval of Special Permit for Music, Dancing and Entertainment for Lotus Lounge, with location of 149 State Street (Single Hearing)
2. Approval of renewal of Marijuana License to Royal Leaf Apothecary.
3. Approval of renewal of Marijuana License to Full Bloom Management LLC
4. Request to re-pass Chapter 1 Ordinance *City Seal* due to “Sunset Provisions”
5. Credit Enhancement Agreement for Ignite Presque Isle

#### **Citizen Comments**

#### **Consent Agenda**

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20. ACAP Proclamation 50 years of service
21. Comprehensive Plan
22. Approve Election Workers

#### **Old Business**

23. RFP for City Website
24. County ARPA Program
25. Goal Setting
26. City Hall Renovations Update
27. Reapportionment



### **New Business**

- 28. Nordic Heritage Center Operator Agreement
- 29. Maine Northern Railroad Reuse
- 30. Approve Public Works Reserve Funds
- 31. Downtown Façade Program Draft Application

### **Manager's Report**

### **Announcements**

### **Executive Session**

Pursuant to 1 M.R.S.A. § 405(6)(C) to discuss Economic Development

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

### **Adjournment**

# PRESQUE ISLE CITY COUNCIL MEETING

For:

April 6, 2022

## AGENDA ITEM # 1

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### SUBJECT

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**PUBLIC HEARING:** Approval of Special Permit for Music, Dancing, and Entertainment for Lotus Lounge with location of 149 State Street

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### INFORMATION

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- 1) Application
- 2) Public Hearing Notice

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### REQUESTED ACTION

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**BE IT RESOLVED** by Councilor \_\_\_\_\_, seconded by Councilor \_\_\_\_\_ to approve Application for Special Permit for Music, Dancing, and Entertainment for Lotus Lounge with location of 149 State Street.

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

1. Business Name Lotus Lounge Phone # 407-618-6222  
Address 149 State Street Presque Isle, ME 04769  
Street City

2. Describe in detail kind and nature of entertainment:

Bands, dj's, live music

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

the first floor only.

Dated At 2/20/2022 On 3:00 pm

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

\$20.00 Per Year – Single Dance

\$50.00 Per Year -- Dances

B. J. [Signature]  
(Signature of Individual)

Make check payable to:

City of Presque Isle

(If partnership, by members)

\$105.00 Public Hearing Fee

110

(Name of Corporation)

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

(Place Corporate Seal)

BY \_\_\_\_\_  
(If a Corporation, by a duly authorized officer)

STATE OF MAINE

Arroostook County SS

Dated At \_\_\_\_\_, Maine On \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# NOTICE OF PUBLIC HEARING CITY OF PRESQUE ISLE LEGAL NOTICE

**NOTICE IS HEREBY** given that the Presque Isle City Council will be hold a **PUBLIC HEARING on April 6th at 6:00 PM** at the Sargent Family Community Center 24 Chapman Road to consider

1. Approval of Special Permit for Music, Dancing and Entertainment for Lotus Lounge, With location of 149 State Street.
2. Approval of renewal of marijuana License to Royal Leaf Apothecary, with location of 415 Main St.
3. Approval of renewal of marijuana License to Full Bloom Bloom Management LLC, with location of 483 Main St.
4. Request to re-pass Chapter 1 Ordinance "Sunset Provisions"

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 760-2702.

**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 760-2702 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 6, 2022

## AGENDA ITEM # 2

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### SUBJECT

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**PUBLIC HEARING:** Approval of a Renewal Application for Adult Use and Medical Marijuana Business to Bonnie Devino McGinley, d/b/a Royal Leaf Apothecary with location to 415 Main Street

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### INFORMATION

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- 1) Renewal Application
- 3) Public Hearing Notice

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### REQUESTED ACTION

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**BE IT RESOLVED** by Councilor \_\_\_\_\_, seconded by Councilor \_\_\_\_\_ to approve a Renewal Application to Bonnie Devino McGinley, d/b/a Royal Leaf Apothecary with location at 415 Main Street.

RENEWAL APPLICATION FOR ADULT USE AND MEDICAL MARIJUANA BUSINESS



CITY OF PRESQUE ISLE  
12 SECOND STREET  
PRESQUE ISLE, ME 04769  
TEL: (207) 760-2703  
FAX: (207) 764-2501  
E-MAIL: [panderson@presqueisleme.us](mailto:panderson@presqueisleme.us)

**PLEASE FILL-OUT RENEWAL APPLICATION COMPLETELY**

Date: March 9, 2022

Permit No: 1222623

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) BONNIE DEVINO MCGINLEY

**Physical Location** (number of street or road): 415 MAIN ST. PRESQUE ISLE, ME 04769

**Mailing Address** (if different from above): 358 HOWARD ST. BANGOR, ME 04401

**Home Phone:** N/A **Work Phone:** (207) 561-7667 **Cell Phone:** (207) 942-5334

**E-Mail:** bonnie.devino@royalleafpot.com

2. **Marijuana Business Classification:** ADULT USE MARIJUANA STORE
3. **Maine License Certification #:** AMS416
4. **Registered Business Name to be used:** ROYAL LEAF LLC DBA: ROYAL LEAF APOTHECARY
5. **PRIOR Criminal Conviction History of all Owners, Officers, Members, or Employee's :** (attach separate Pg. if necessary)

**Criminal Activity:** NONE

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Jurisdiction:** \_\_\_\_\_

**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.**"

Bonnie Devino McGinley  
Signature of Applicant

March 9, 2022  
Date



## CHECKLIST

All lines must be completed

	YES	NO	Not Applicable	CEO Initials
Application Fee Submitted:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>BDM</u>
All Owners / Partners Listed:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>BDM</u>
License Type Listed:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>BDM</u>
Me License Certified:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>BDM</u>
Criminal History Listed:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>BDM</u>

### Standards

Security Standards:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Odor Plan:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operating Plan:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Notices:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Signs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Police Dept. Approval:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire Dept. Approval:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

Date Application Received: \_\_\_\_\_ Date CEO / Planning Bd. Review: 3/23/22 Approved X Denied \_\_\_\_\_

Reason for Denial: \_\_\_\_\_

CEO Signature: \_\_\_\_\_

### License Renewal Fee

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

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

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

Adult Use Marijuana Cultivation:

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

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

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

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

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

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

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1. Approval of Special Permit for Music, Dancing and Entertainment for Lotus Lounge, With location of 149 State Street.
2. Approval of renewal of marijuana License to Royal Leaf Apothecary, with location of 415 Main St.
3. Approval of renewal of marijuana License to Full Bloom Bloom Management LLC, with location of 483 Main St.
4. Request to re-pass Chapter 1 Ordinance "Sunset Provisions"

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 760-2702.

**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 760-2702 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 6, 2022

## AGENDA ITEM # 3

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### SUBJECT

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**PUBLIC HEARING:** Approval of a Renewal Application for Adult Use and Medical Marijuana Business to C&C Properties, Full Bloom Management LLC with location of 483 Main Street

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### INFORMATION

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- 1) Renewal Application
- 3) Public Hearing Notice

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### REQUESTED ACTION

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**BE IT RESOLVED** by Councilor \_\_\_\_\_, seconded by Councilor \_\_\_\_\_ to approve a Renewal Application to C&C Properties, Full Bloom Management LLC with location at 483 Main Street.

RENEWAL APPLICATION FOR ADULT USE AND MEDICAL MARIJUANA BUSINESS



CITY OF PRESQUE ISLE  
12 SECOND STREET  
PRESQUE ISLE, ME 04769  
TEL: (207) 760-2703  
FAX: (207) 764-2501  
E-MAIL: [panderson@presqueisleme.us](mailto:panderson@presqueisleme.us)

**PLEASE FILL-OUT RENEWAL APPLICATION COMPLETELY**

Date: 3/9/22

Permit No: \_\_\_\_\_

1. Owner of Property: (If more than one attach a separate page listing all owner's information, see section G.C., must be a Maine Resident) C+C Properties  
Physical Location (number of street or road): 483 Main St  
Mailing Address (if different from above): \_\_\_\_\_  
Home Phone: 207-884-4161 Work Phone: 207-760-7586 Cell Phone: 207-486-4909  
E-Mail: \_\_\_\_\_
2. Marijuana Business Classification: Adult Use
3. Maine License Certification #: AMS585
4. Registered Business Name to be used: Full Bloom Management, LLC
5. PRIOR Criminal Conviction History of all Owners, Officers, Members, or Employees: (attach separate Pg. if necessary)  
Criminal Activity: none  
Date: \_\_\_\_\_  
Place: \_\_\_\_\_  
Jurisdiction: \_\_\_\_\_
6. Gross Annual Sales for Prior Year: \$ 590,838.00
7. Number of Employees: Full-Time: 3 Part-Time: 1

**PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING APPLICATION**

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

[Signature]  
Signature of Applicant

3/9/22  
Date



# CHECKLIST

All lines must be completed

\* all same from last application →

	YES	NO	Not Applicable	CEO Initials
Application Fee Submitted:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
All Owners / Partners Listed:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
License Type Listed:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Me License Certified:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Criminal History Listed:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
List of Employees with IDs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Security Standards:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Odor Plan:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Operating Plan:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Notices:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Signs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Police Dept. Approval:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Fire Dept. Approval:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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

Date Application Received: \_\_\_\_\_ Date CEO / Planning Bd. Review: 3/23/22 Approved ☒ Denied ☐

Reason for Denial: \_\_\_\_\_

CEO Signature: 

## License Renewal Fee

Applicant will be responsible for advertisement costs for a Public Hearing before review by the City Council

Marijuana Store: Annual Operation License Fee:	\$2,500.00
Marijuana Manufacturing Facility: Annual Operation License Fee:	\$2,500.00
Marijuana Testing Facility: Annual Operation License Fee:	\$1,000.00
Adult Use Marijuana Cultivation:	
Tier 1: 0 to 500 SF of plant canopy: Annual Permit/Licensing Fee:	\$500.00
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Per City Council  
Kimberly A. Finnemore  
City Clerk

# PRESQUE ISLE CITY COUNCIL MEETING

**For:**

April 6, 2022

## AGENDA ITEM # 4

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### SUBJECT

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**PUBLIC HEARING:** Ordinances due to "Sunset Provision"

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### INFORMATION

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1) Chapter 1 City Seal

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### REQUESTED ACTION

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**BE IT RESOLVED** by Councilor \_\_\_\_\_, seconded by Councilor \_\_\_\_\_ to approve re-passing Chapter 1 City Seal Ordinance.

# CHAPTER 1

## CITY OF PRESQUE ISLE

### *City Seal Ordinance*



Adopted: March 3, 1997  
Date Effective: March 13, 1997  
Repassed: March 13, 2001  
Repassed: February 23, 2005  
Repassed: February 2, 2009  
Repassed: January 7, 2013  
Repassed: January 4, 2017  
Repassed: April 6, 2022

Attest: \_\_\_\_\_  
Kimberly A. Finnemore, City Clerk

City Seal

## CHAPTER 1

### CITY SEAL ORDINANCE

#### Section 1 Purpose

The purpose of this Ordinance is to establish the official City Seal of the City of Presque Isle, Maine.

#### Section 2 City Seal

The design hereby annexed shall be the device of the City Seal and the inscription shall be as follows: “City of Presque Isle, Maine. Incorporated 1859, Chartered as a City 1939”.



#### Section 3 Sunset Provision

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

# NOTICE OF PUBLIC HEARING CITY OF PRESQUE ISLE LEGAL NOTICE

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Per City Council  
Kimberly A. Finnemore  
City Clerk



# **PRESQUE ISLE CITY COUNCIL MEETING**

**For:**

April 6, 2022

**AGENDA ITEM # 5**

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## **SUBJECT**

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**PUBLIC HEARING:** Credit Enhancement Agreement for Ignite Presque Isle

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## **INFORMATION**

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- 1) Memorandum
- 2) Public Hearing Notice

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## **REQUESTED ACTION**

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**FOR PUBLIC COMMENT:** Action request at latter part of meeting.



# City of Presque Isle, Maine

The Office of  
Director of Economic & Community Development

**Galen Weibley**

Email: gweibley@presqueisleme.us

## MEMORANDUM

<b>TO:</b>	<b>City Councilors &amp; Martin Puckett, City Manager, Rick Currier</b>
<b>FROM:</b>	Galen Weibley, Director of Economic & Community Development
<b>DATE:</b>	March 25, 2022
<b>RE:</b>	<b>Overview of Downtown TIF District &amp; Credit Enhancement Agreement (CEA) for Ignite Presque Isle</b>

### Overview of Downtown TIF District & Process Moving Forward

At the request of the City Council, I would like to take a moment of your time to provide an overview of the Downtown Tax Increment Financing (TIF) District that includes the purpose and process of Credit Enhancement Agreements (CEA), a unique economic development tool.

Downtown TIF Districts are omnibus districts that are to continue over a period of 30-years maximum. The TIF districts differ in the following ways:

#### **Downtown TIF**

- ✓ Ongoing CEA & Project Approval Process
- ✓ Not site specific (multiple parcels)
- ✓ No Assessment or Land limits
- ✓ 30-year life expectancy

#### **Traditional TIF District**

- ✓ CEA approval once and done
- ✓ Site Specific or Project Specific
- ✓ Limits on Assessed Valued & Land Limits
- ✓ 10-year life expectancy

**About Credit Enhancement Agreements:** Credit Enhancement Agreements (CEA) are formal agreements between the City and Developer to help offset the project cost of a development project when aligning with a policy goal of the Council. CEA Applications go through a rigorous process before being sent to the City Council for their review and consideration. Council has the complete discretion to approve, deny or modify the terms of CEA as they so choose. For more information on the by-laws please review the CEA portion of the Downtown TIF Policy.

#### **Process of Credit Enhancement Agreement Applications:**

Application process for a CEA is similar to processes already implemented for the Presque Isle Development Fund and Marijuana License applications. Presque Isle DECD staff review applications as submitted with the applicant required to communicate with the City Finance Director and City Assessor for financial information needed and assessment estimates.

Once a completed application is received, Staff review by the City Manager, City Assessor, City Finance Director, City Solicitor, City Economic Development Director, and PIIC Director meet with the applicant informally to offer feedback and comments before recommending the applicant resubmit a revised application or move it to the Downtown TIF Advisory Committee (DTAC).

If the applicant receives a favorable review by the City staff, the **Downtown TIF Advisory Committee** consisting of city appointed representatives are as follows:

- City Finance Director – Brad Turner
- City Manager – Martin Puckett
- PI DECD Director – Galen Weibley
- DRC Member – Floyd Rockholt
- Citizen at Large – Sean Nordenhold
- City Councilor – Jacob Shaw
- City Councilor – Craig Green

Applications are discussed in executive session with the applicant and questions are raised throughout the process. After discussion the DTAC members can table, decline, or recommend sending the application to the City Councilors. At this point a summary sheet is supplied by the PIDECD to the Council, that lists the purchase price, development costs, and personal property as well as wages to illustrate how much private investment is being brought forward by the developer. Before the City Council can approve a CEA, a public hearing is required to take place to solicit community feedback. The Council then may ask questions of the applicant in executive session before acting to table, deny, or approve the CEA.

After approval by the Council, PIDECD Director executes a CEA contract between the applicant and City Manager. Data submissions by awardees are required on an annual basis to report sales, project costs and wage/employment numbers as justification for the CEA during the terms of the agreement.

### **Common Misconceptions of TIFs & CEAs:**

#### ***Does an applicant need to apply for a CEA before breaking ground?***

Applicants are strongly encouraged to complete an application as part of their planning process before breaking ground. (Ignite Presque Isle is the last applicant who broke ground while the application forms and processes were being drafted by staff).

However, applicants can apply for a CEA during construction if project costs make the project unsustainable and city support is needed for the project to be complete. That being the case, City staff has internally declined two application inquiries from local businesses that completed their projects before the enactment or implementation of the Downtown TIF District.

#### ***Shouldn't CEA's only be awarded to new businesses looking to move here?***

The common fallacy by the public is that CEA's can only be rewarded to new businesses wanting to relocate to the region. The International Economic Development Council, which is the leading professional organization for economic development cites that most new development is from existing businesses looking to expand their operations (IEDC Introduction to Economic Development Manual).

#### ***Aren't Credit Enhancement Agreements just a tax break for businesses?***

CEA's awarded in TIF Districts **are not a tax break**. Taxes are paid in full each year before returning a portion of the taxes back to the developer to cover the costs of the building project or to pay wages of employees. Keep in mind that if the development took place without a TIF District, portions of the new assessed value would go to the School District & County budget calculations for the City's share. By sheltering these funds, the City is benefiting from the full tax value at year 11 for the remainder of the life of the TIF district for projects that benefit the **City taxpayers** as opposed to Mapleton, Chapman & Castle Hill or County taxpayers for the school and county budgets respectfully.

# NOTICE OF PUBLIC HEARING CITY OF PRESQUE ISLE LEGAL NOTICE

**NOTICE IS HEREBY** given that the Presque Isle City Council will be hold a **PUBLIC HEARING on April 6, 2022 at 6:00 PM** in the City Council Chambers, City Hall at 12 Second Street, to Consider a proposal for a Credit Enhancement Agreement for Ignite Presque Isle.

If you would like more information, please contact Galen Weibley, Director of Economic & Community Development at City Hall, 12 Second Street, by telephone (207)764-2727 or by e-mail at [gweibley@presqueisleme.us](mailto:gweibley@presqueisleme.us)

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 760-2702.

**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 760-2702 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 6, 2022

## **AGENDA ITEM # 6**

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### **SUBJECT**

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**CONSENT AGENDA:** 2022 Minutes

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### **INFORMATION**

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1) March 2, 2022 Minutes

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### **REQUESTED ACTION**

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**BE IT RESOLVED** by Councilor \_\_\_\_\_, seconded by Councilor \_\_\_\_\_ to approve minutes from March 2, 2022



## Presque Isle City Council Meeting

March 2<sup>nd</sup>, 2022

6:00 PM

Sargant Family Community Center

### Call to Order - Roll Call

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

City Manager Martin Puckett and City Clerk Kimberly Finnemore were also present.

### Pledge of Allegiance

Chairman K. Freeman called the meeting to order at 6:02 PM and led those present in the Pledge of Allegiance.

### Public Hearing

1. Approve Renewal application of Marijuana license for Northern Maine Flower with location of 540 Maine St.

Chairman K. Freeman opened the Public Hearing at 6:03 PM.

There were no citizens comments

Chairman K. Freeman closed the Public Hearing at 6:04 PM

**BE IT RESOLVED** by Deputy Chairman J. Shaw, seconded by Councilor J. Willette to approve renewal application of marijuana License for Northern Maine Flower, with location at 540 Main St.

**Vote: 7-0**

### Citizen Comments

There were no Citizens Comments

### Consent Agenda

2. Approve Minutes from February 2, 2022 meeting
3. Approve 2022 Warrants #3, #4 and #5 totaling \$1,388,248.41
4. Amendment to Post Issuance of Compliance Policy
5. Approve Appointment to the Downtown Revitalization Committee (Matthew McGinley)
6. Approve MDOT Over limit Permit for construction
7. Aroostook Agency on Aging Support Letter

**BE IT RESOLVED** by Chairman C. Green, seconded by Deputy Chairman J. Shaw to approve Consent Agenda as presented.

**Vote: 7-0**

#### **Old Business**

#### **8. Enterprise Agreement**

Discussion Only City Manager M. Puckett spoke on the Fleet Analysis. That it would take about 30 weeks before City could receive vehicles. M. Puckett also said that the City can opt out of any vehicle and there is no penalty. The City won't get charged any monthly payments until vehicles show up. Officer Depner spoke on 4 police cruiser that have the potential to quit at anytime because of age of vehicles and militance issues

**BE IT RESOLVED** by Chairman K. Freeman, seconded by Councilor C. Green to approve a motion to reconsidering the previous proposal from Enterprise Agreement.

**Vote: 7-0**

#### **Council had Discussions**

**BE IT RESOLVED** by Deputy Chairman J. Shaw, seconded by Councilor J. Willette to authorize the City manager to sign Enterprise Agreement.

**Vote: 6-1**

## 9. Goal Setting

City Manager M. Puckett spoke on the goal setting meeting. He talked about the 7 Main topics. 1. Housing, 2, Recreation Programming. 3. Online presence. 4. Workforce. 5. Marketing & promotion. 6. Downtown Planning/Façade Program. 7. Regional Services. M. Puckett would like to make working group for housing and to make a timeline for each focus group.

## 10. City Hall Updates

Dana Fowler spoke about the second floor being almost done. Waiting for the fire Marshall and some of the new furniture has come in.

## **New Business**

### 11. Star City ATV Grant Support Request

Richard Howlett Star City ATV President for past 17 years. Richard was asking the city 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.

**BE IT RESOLVED** by Chairman K. Freeman, seconded by Councilor M. Chasse to approve support in applying for municipal grant.

**Vote: 7-0**

### 12. Schedule a Public Hearing for Dangerous Building

City Manager M. Puckett spoke about 45 Elm Street Complaints

**BE IT RESOLVED** by Councilor C. Green, seconded by Councilor J. Willette to schedule a Public Hearing for dangerous buildings on June 1<sup>st</sup>, 2022

**Vote:7-0**

### 13. Information Technologies

City Manager M. Puckett spoke about what will be put in the Council Chambers when



remodel is done.

Eric from Greenmark IT spoke what will be in the Chambers.

#### 14. City of Presque Isle Website

City Manager M. Puckett spoke on website being put on back burner during COVID. Talked about the small committee established in 2020. Talked about how to improve the website. Chairman K. Freeman would like to look over the information they received and talk it about under Old Business next month

#### 15. Reapportion School Board Districts.

Councilor C. Green talked about getting the Census and the school board districts haven't been looked at since the 1975

**BE IT RESOLVED** by Councilor C. Green seconded by Councilor J. Willette to Set up a work group with the interested parties to best decided how to reapportion the seats for the board for SAD #1.

Councilor M. Chasse would like to go on record that he wished we were initiated a conversation with SAD #1

**Vote: 7-0**

### **Manager's Report**

M. Puckett spoke on the Marijuana working group that met that morning. And the good discussing they had.  
Monday evening the Rec. Dept had a meeting for the Non-Profit Committee.  
Last week had a Façade Designs meeting

### **Announcements**

We have the following vacancies for Board/Committees: Zoning Board, Audit Committee, Downtown Revitalization Committee or as an alternate on the Library Board Please see the City Clerk or apply online.  
The next regularly scheduled meeting of the Presque Isle City Council is on Wednesday, March 2, 2022 at 6:00 PM in the Sargent Family Community Center

### **Adjournment**

**BE IT RESOLVED** by Chairman K. Freeman seconded by Deputy Chairman J. Shaw to enter into Executive Session at 7:37 PM pursuant to 1 M.R.S.A. § 405(6)(C) to discuss Real Estate matter.

**Vote: 7-0**

Out of executive session at 8:40 PM no action taken

**BE IT RESOLVED** by Chairman K. Freeman, seconded by Deputy Chairman J. Shaw to enter into Executive Session at 8:40 PM pursuant to 1 M.R.S.A. § 405(6)(E) to discuss a negotiation matter.

**Vote: 6-0**

**BE IT RESOLVED** by Chairman K. Freeman, seconded by Councilor C. Green to adjourn at 9:50 PM.

**Vote 6-0**

Attested by: \_\_\_\_\_  
Kimberly A Finnemore, City Clerk

# PRESQUE ISLE CITY COUNCIL MEETING

For:

April 6, 2022

## AGENDA ITEM # 7

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### SUBJECT

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**CONSENT AGENDA:** 2022 Warrants #6 - #10 totaling  
\$ 1,821,169.58

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### INFORMATION

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1) Warrant #6	\$ 223,818.25
2) Warrant #7	\$ 252,674.55
3) Warrant #8	\$ 261,855.93
4) Warrant #9	\$ 754,810.30
5) Warrant #10	\$ 328,010.55

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### REQUESTED ACTION

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**BE IT RESOLVED** by Councilor \_\_\_\_\_ seconded by  
Councilor \_\_\_\_\_ to approve 2022 Warrants #6 - #10  
totaling \$ 1,821,169.58

# PRESQUE ISLE CITY COUNCIL MEETING

**For:**

April 6, 2022

## AGENDA ITEM # 8

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### SUBJECT

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**CONSENT AGENDA:** Approve Appointment as Alternate to the Planning Board

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### INFORMATION

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- 1) Memorandum from Galen Weibley
- 2) Stacey Walton Application

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### REQUESTED ACTION

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**BE IT RESOLVED** by Councilor \_\_\_\_\_ seconded by Councilor \_\_\_\_\_ to appoint Stacey Walton as alternate to the Planning Board.



# *City of Presque Isle, Maine*

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

## MEMORANDUM

<b>TO:</b>	<b>Martin Puckett-City Manager, Kim Finnemore-City Clerk &amp; Members of the Presque Isle City Council</b>
<b>FROM:</b>	Galen Weibley, Director of Economic & Community Development
<b>DATE:</b>	March 23, 2022
<b>RE:</b>	<b>Appointment as Alternate to the Planning Board</b>

It is my pleasure as the PI DECD Director to submit the following name for appointment to the Planning Board.

- Stacey Walton – residing at 101 Conant Road Presque Isle, ME 04769
  - Term: Alternate Expiring 12/31/2024

I have interviewed the applicant and believe they have unique life experiences that would benefit discussions on the Planning Board. Should you have any questions, please do not hesitate to contact me.

***Suggested motion:* Mr. Chair, I move that we appoint Stacey Walton as Alternate to the Planning Board.**

**Enclosures:** Stacey Walton Application for Appointment Form to the Planning Board





## City of Presque Isle

### Application for Appointment to City Board/Commission/Committee

Full Name: Stacey R. Walton

Street Address: 101 Conant Rd, Presque Isle, ME 04769

Mailing Address (if different): Ø

Telephone Number: (207) 554-6512 (daytime) (207) 554-6512 (evening)

Mobile Phone Number: Same

E-mail Address: thestoneflowerboutique11c@gmail.com

Length of time as a Presque Isle Resident: 13 years

I wish to be considered for appointment to: Planning Board  
(Name of Board/Commission/Committee)

Check one or both: ☒ Full Membership Status ☐ Associate Member Status

Educational Background: Bachelors of Science in Nursing.

Also completed most courses in Master's program. Various Leadership Programs.

Employment History: Current: Owner/Operations of The Stone Flower Boutique

Operations for Bricks & Stones Masonry. Prior: Director of Nursing at

Critical Care Transport Nurse / House Supervisor / ED Charge RN TAM

Community Service: no recent

Please note any prior experience, knowledge or abilities that you have which would contribute to the activities of the Board/Commission/Committee: Conduct assessments, bidding, contracts for

Bricks & Stones Masonry. As Director of Nursing. System Co-Chair of

Clinical Policy Committee. Developed and critiqued all mock-codes for

outpatient clinics. Oversaw educational development for all outpatient staff

Date: 2/24/2022 Signature: Stacey R. Walton

Thank you for your interest in serving the City of Presque Isle.

PLEASE RETURN FORM TO:

CITY CLERK'S OFFICE, 12 SECOND STREET, PRESQUE ISLE, ME 04769



# PRESQUE ISLE CITY COUNCIL MEETING

**For:**

April 6, 2022

## AGENDA ITEM # 9

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### SUBJECT

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**CONSENT AGENDA:** Approve Application for Appointment to the Downtown Revitalization Committee

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### INFORMATION

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- 1) Memorandum from Galen Weibley
- 2) Dennis Koch Application

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### REQUESTED ACTION

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**BE IT RESOLVED** by Councilor \_\_\_\_\_ seconded by Councilor \_\_\_\_\_ to appoint Dennis Koch to the Downtown Revitalization Committee.



# *City of Presque Isle, Maine*

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

## MEMORANDUM

<b>TO:</b>	<b>Martin Puckett-City Manager, Kim Finnemore-City Clerk &amp; Members of the Presque Isle City Council</b>
<b>FROM:</b>	Galen Weibley, Director of Economic & Community Development
<b>DATE:</b>	March 23, 2022
<b>RE:</b>	<b>Appointments to the Downtown Revitalization Committee</b>

It is my pleasure as the City's Liaison to the Downtown Revitalization Committee to submit the following names for individuals wishing to be appointed to the Downtown Revitalization Committee.

- Danielle Cyr – Non-Resident 2125 Chapman Road Chapman, ME 04757
  - Term: Expiring 12/31/2023
- Dennis Koch – Resident 19 Delmont Street Presque Isle, ME 04769
  - Term: Expiring 12/31/2022

I have interviewed both applicants and believe they have unique life experiences that would benefit discussions on the PIDRC. Should you have any questions, please do not hesitate to contact me.

***Suggested motion:*** Mr. Chair, I move that we appoint the above referenced names to the Downtown Revitalization Committee.

**Enclosures:** Dennis Koch & Danielle Cyr Application for Appointment Forms





## City of Presque Isle

### Application for Appointment to City Board/Commission/Committee

Full Name: Dennis Koch

Street Address: 19 Delmont Street, Presque Isle

Mailing Address (if different): \_\_\_\_\_

Telephone Number: 903-366-9490 (daytime) 903-366-9490 (evening)

Mobile Phone Number: 903-366-9490

E-mail Address: dennisjkoch@netscape.net

Length of time as a Presque Isle Resident: 7 years

I wish to be considered for appointment to: Downtown Revitalization Committee  
(Name of Board/Commission/Committee)

Check one or both: ☒ Full Membership Status ☐ Associate Member Status  
B.A. Theater and MEd Educational Administration

Educational Background: \_\_\_\_\_

Employment History: Currently Retired from Texas A&M University

Community Service: On board of directors and teach for SAGE, board of directors PI Players

Please note any prior experience, knowledge or abilities that you have which would contribute to the activities of the Board/Commission/Committee: Worked in business, education, the arts, etc.

Date: March 4, 2022 Signature: Dennis Koch

*Thank you for your interest in serving the City of Presque Isle.*

**PLEASE RETURN FORM TO:**

**CITY CLERK'S OFFICE, 12 SECOND STREET, PRESQUE ISLE, ME 04769**  
**OR BY E-MAIL: [kliannemore@presqueisleme.us](mailto:kliannemore@presqueisleme.us)**

# PRESQUE ISLE CITY COUNCIL MEETING

**For:**

April 6, 2022

## AGENDA ITEM # 10

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### SUBJECT

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**CONSENT AGENDA:** Approve Application for Appointment to the Downtown Revitalization Committee

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### INFORMATION

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- 1) Memorandum from Galen Weibley
- 2) Danielle Cyr Application

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### REQUESTED ACTION

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**BE IT RESOLVED** by Councilor \_\_\_\_\_ seconded by Councilor \_\_\_\_\_ to appoint Danielle Cyr to the Downtown Revitalization Committee.



# *City of Presque Isle, Maine*

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

## MEMORANDUM

<b>TO:</b>	<b>Martin Puckett-City Manager, Kim Finnemore-City Clerk &amp; Members of the Presque Isle City Council</b>
<b>FROM:</b>	Galen Weibley, Director of Economic & Community Development
<b>DATE:</b>	March 23, 2022
<b>RE:</b>	<b>Appointments to the Downtown Revitalization Committee</b>

It is my pleasure as the City's Liaison to the Downtown Revitalization Committee to submit the following names for individuals wishing to be appointed to the Downtown Revitalization Committee.

- Danielle Cyr – Non-Resident 2125 Chapman Road Chapman, ME 04757
  - Term: Expiring 12/31/2023
- Dennis Koch – Resident 19 Delmont Street Presque Isle, ME 04769
  - Term: Expiring 12/31/2022

I have interviewed both applicants and believe they have unique life experiences that would benefit discussions on the PIDRC. Should you have any questions, please do not hesitate to contact me.

***Suggested motion:*** Mr. Chair, I move that we appoint the above referenced names to the Downtown Revitalization Committee.

**Enclosures:** Dennis Koch & Danielle Cyr Application for Appointment Forms



## City of Presque Isle

### Application for Appointment to City Board/Commission/Committee

Full Name: Danielle Cyr

Street Address: 2125 Chapman Road, Chapman, ME 04757

Mailing Address (if different): \_\_\_\_\_

Telephone Number: 207-554-4376 (daytime) 207-227-9539 (evening)

Mobile Phone Number: 207-227-9539

E-mail Address: danielle.cyr@manpower.com

Length of time as a Presque Isle Resident: \_\_\_\_\_  
Not a current resident. Lived in PI from 1993-2004

I wish to be considered for appointment to: Downtown Revitalization Committee

(Name of Board/Commission/Committee)

Check one or both: ☒ Full Membership Status ☐ Associate Member Status

Educational Background: Graduated from PIHS 1991

Attended University of Maine, Presque Isle 1991-1995

Employment History: 1994-2017, Store Manager, Kay Jewelers, PI  
2017-present, Senior Recruiter, Manpower, PI

Community Service: Current president, Northeast Society of Human Resource Management; Business Ambassador, CACC

Please note any prior experience, knowledge or abilities that you have which would contribute to the activities of the Board/Commission/Committee: I have been a member of the business community in PI for 30+ years, and have lived in PI my whole life.

My connections to this community, both personal and professional, as well as my experience in sales and customer service, make it easy for me to develop meaningful relationships with other business members as well as individuals seeking to know the benefits of redeveloping our downtown. I have a strong desire to see our downtown thriving again, like it was 40 years ago to help us retain our younger generation and attract new residents to our wonderful community.

Date: 3/4/2022 Signature: Danielle Cyr

*Thank you for your interest in serving the City of Presque Isle.*

**PLEASE RETURN FORM TO:**

**CITY CLERK'S OFFICE, 12 SECOND STREET, PRESQUE ISLE, ME 04769**

**OR BY E-MAIL: kfinnmore@presqueisleme.us**

# PRESQUE ISLE CITY COUNCIL MEETING

For:

April 6, 2022

## AGENDA ITEM # 11

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### SUBJECT

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**CONSENT AGENDA:** Employment Agency Renewal  
License for Maine Staffing Group/Project Staffing, Inc.

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### INFORMATION

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1) Renewal Application

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### REQUESTED ACTION

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**BE IT RESOLVED** by Councilor \_\_\_\_\_ seconded by  
Councilor \_\_\_\_\_ to approve a Renewal  
Employment Agency License for Maine Staffing  
Group/Project Staffing, Inc.



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: 3/14/2022

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 14<sup>th</sup> DAY OF March, 20 22

Barbara Mahoney, President  
Signature of Applicant

P.O. Box 490

Address

Brunswick, ME 04011

# PRESQUE ISLE CITY COUNCIL MEETING

**For:**

April 6, 2022

## AGENDA ITEM # 12

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### SUBJECT

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**CONSENT AGENDA:** Employment Agency License  
Renewal for Tempo Employment Services

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### INFORMATION

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1) Renewal Application

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### REQUESTED ACTION

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**BE IT RESOLVED** by Councilor \_\_\_\_\_ seconded by  
Councilor \_\_\_\_\_ to approve an Employment  
Agency License Renewal 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: 3-10-2022

NAME UNDER WHICH BUSINESS WILL BE OPERATED:

TEMPO Employment Services

LOCATED AT: 40 North Street, Suite 3 Presque Isle, ME 04769

DAYS OF OPERATION: Monday - Friday

HOURS OF OPERATION: 8:30AM - 5:00PM

OTHER INFORMATION, IF ANY: \_\_\_\_\_

DATED THIS 10th DAY OF March, 20 22

Jennifer Buckingham  
Signature of Applicant

Address

40 North St., Suite 3 Presque Isle, ME



# PRESQUE ISLE CITY COUNCIL MEETING

For:

April 6, 2022

## AGENDA ITEM # 13

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### SUBJECT

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**CONSENT AGENDA:** Employment Agency License  
Renewal for Maine Healthcare Staffing, LLC

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### INFORMATION

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1) Renewal Application

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### REQUESTED ACTION

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**BE IT RESOLVED** by Councilor \_\_\_\_\_ seconded by  
Councilor \_\_\_\_\_ to approve an Employment  
Agency License Renewal for Maine Healthcare Staffing, LLC.



**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: 3/11/2022

NAME UNDER WHICH BUSINESS WILL BE OPERATED:

Maine Healthcare Staffing, LLC

LOCATED AT: 187 State Street, Suite 4-1

DAYS OF OPERATION: Mon - Fri 8am - 4pm

HOURS OF OPERATION: 8am - 4pm

OTHER INFORMATION, IF ANY: \_\_\_\_\_

DATED THIS 11 DAY OF March, 20 22

Lisa Michaud  
Signature of Applicant

1086 Mapleton Rd  
Address

Mapleton, Me. 04757

# PRESQUE ISLE CITY COUNCIL MEETING

**For:**

April 6, 2022

## AGENDA ITEM # 14

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### SUBJECT

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**CONSENT AGENDA:** Taxi Cab License for Aroostook Cab Company

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### INFORMATION

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1) Application

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### REQUESTED ACTION

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**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 1<sup>ST</sup> OF EACH YEAR

FEE: \$100.00 PER VEHICLE

NAME OF APPLICANT: Marty Clayton

HOME ADDRESS: 456 Tabor Road Washburn Me 04786

DATE OF BIRTH: May 9 1961 PLACE OF BIRTH: Canibon

TRADE NAME: Arroostook Cab Co. PHONE # \_\_\_\_\_

OFFICE ADDRESS: 456 Tabor Road Washburn Me 04786

DO YOU CARRY LIABILITY & PROPERTY DAMAGE INSURANCE? yes

NAME OF COMPANY: Nautilus Insurance Co POLICY # NN1300346

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

Days of the Week and hours of Business Mon - Sunday 5am to 11pm

*Please Attach a List of all Drivers*

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

DATE: 3-25-2022

SIGNED: Marty Clayton

*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 # 1 Date: 3-22-2022

REGISTRATION # TX 9769 SERIAL # 164HP52K63U283792

MOTOR # 3800 MAKE: Buick

YEAR: 2003 TYPE: Lesabre

BODY: 4 Door COLOR: Silver

H.P.: V-6 3800 CAPACITY: 6 passengers

LIGHTS, CONDITION: Good

BRAKES, FOOT Good 2 WHEEL: X 4 WHEEL:       

CONDITION: Good

BRAKES, HAND, CONDITION: Good

STEERING GEAR, CONDITION: Good

MIRRORS: Good WINDSHIELD WIPERS: Good

HORN OR SIGNAL DEVICE: Good

REAR SIGNAL LIGHT OR DEVICE: Good

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: # 7123

BY: Clayton Auto # Tec 23311

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 # 2 Date: 3-23-2022

REGISTRATION # TX 9775 SERIAL # 164HP52KXSU205654

MOTOR # 3800 MAKE: Buick

YEAR: 2005 TYPE: Lesabre

BODY: 4 Door COLOR: blue

H.P.: V-6 CAPACITY: 6 passenger

LIGHTS, CONDITION: Good

BRAKES, FOOT Good 2 WHEEL: X 4 WHEEL: \_\_\_\_\_

CONDITION: Good

BRAKES, HAND, CONDITION: Good

STEERING GEAR, CONDITION: Good

MIRRORS: Good WINDSHIELD WIPERS: Good

HORN OR SIGNAL DEVICE: Good

REAR SIGNAL LIGHT OR DEVICE: Good

IS THIS VEHICLE IN GOOD MECHANICAL CONDITION? Good

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

STATE INSPECTION STATION: Pub # 7123

BY: Clayton's Auto #Tel 23311





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/22/2022

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).

<b>PRODUCER</b> FA Peabody Company 25 Sweden Street Ste C  Caribou ME 04736		<b>CONTACT NAME:</b> Diane DuMont, ACSR, CISR <b>PHONE (A/C, No, Ext):</b> (207) 498-2523 <b>E-MAIL ADDRESS:</b> diane.dumont@fapeabody.com <b>FAX (A/C, No):</b> (207) 498-3404	
<b>INSURED</b> Aroostook Cab Company, DBA: Marty Clayton 456 Tabor Rd  Washburn ME 04786		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Nautilus Insurance Co. <b>INSURER B:</b> National Casualty Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

## COVERAGES

**CERTIFICATE NUMBER:** Master 2021

**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			NN1300346	08/18/2021	08/18/2022	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"/> <b>AUTOMOBILE LIABILITY</b> <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 0002914	08/22/2021	08/22/2022	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"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A					PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Abuse or Molestation Limited Liability Coverage by Endorsement			NN1300346	08/18/2021	08/18/2022	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 1G4HP52KX5U205654

Drivers are: Marty Clayton, Wallhanna Loughlin, Brian Loughlin, Kenneth Munson, Daniel Shorey, Michelle Grant, and Judy Theriault

## CERTIFICATE HOLDER

## CANCELLATION

City of Caribou 25 High St  Caribou ME 04736	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 DuMont</i>
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# PRESQUE ISLE CITY COUNCIL MEETING

**For:**

April 6, 2022

## AGENDA ITEM # 15

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### SUBJECT

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**CONSENT AGENDA:** Taxi Cab License for Town Taxi

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### INFORMATION

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1) Application

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### REQUESTED ACTION

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**BE IT RESOLVED** by Councilor \_\_\_\_\_ seconded by  
Councilor \_\_\_\_\_ to approve a Taxi Cab Service  
License for Town Taxi.





CITY OF PRESQUE ISLE  
TAXI CAB SERVICE License Application

EXPIRATION DATE: MAY 1<sup>ST</sup> OF EACH YEAR

FEE: \$100.00 PER VEHICLE

NAME OF APPLICANT: Lorithalsdon d/b/a Town Taxi

HOME ADDRESS: 2551 VanBuren Rd Connor Me 04736

DATE OF BIRTH: 8-5-72 PLACE OF BIRTH: Cariban

TRADE NAME: Town Taxi PHONE # 227-5999

OFFICE ADDRESS: 538 Fort Rd Cariban

DO YOU CARRY LIABILITY & PROPERTY DAMAGE INSURANCE? Yes/See enclosed

NAME OF COMPANY: Hayden/Perry POLICY # See enclosed

IS THIS A RENEWAL? yes # OF CABS YOU OPERATE: 4

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

DATE: 3-23-22

SIGNED: [Signature]

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

March 7, 2020

Presque Isle City Council

I , Lori Hodsdon , D.B.A Town Taxi, am submitting an application for a taxi license renewal for 2022-2023 for the City of Presque Isle , Maine. Included in this packet is a list of driver's, vehicles and inspection forms, copy of taxi insurance policy, copy of 538 Fort Rd building insurance policy and a check for the fees.

We look forward to serving Presque Isle , Maine for our 21<sup>st</sup> Year.

Thank You, Lori Hodsdon

## *Town Taxi*

*2551 Van Buren Rd  
Connor, Maine 04736  
Phone (207)496-3146  
Fax (207)496-0376*

*March 12, 2022*

To : Presque Isle City Council

This is an active list of Vehicles

Unit # 39 1FAHP2M82DG134764	2013 Ford Taurus
Unit # 46 1FAHP2M88DG123509	2013 Ford Taurus
Unit # 48 1FAHP2M89DG132414	2013 Ford Taurus
Unit # 50 1FAHP2M87DG134744	2013 Ford Taurus

### Active List of Drivers

Lori Hodsdon	1441206
Darren Theriault	4067193
Robert Davis	1795174
Archie Green	2706155
Gordon Hastings	3192289
Sarah Plummer	7127247
Kevin Hodsdon	2270110
Takayla Nay	1729348
Trevor Theriault	3145325
Emma Collins	9235341



03/09/22 09:53:07 207-764-0195

-&gt;

2074960376 Casey Johnson

Page 002

**EVIDENCE OF PROPERTY INSURANCE**DATE (MM/DD/YYYY)  
3/9/2022

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

AGENCY <b>United Insurance - Presque Isle</b> 40 North Street, Suite 1 Presque Isle, ME 04769		PHONE (A/C, No, Ext): <b>(207) 764-6161</b>	COMPANY <b>Frankenmuth Mutual</b> 1 Mutual Avenue Frankenmuth, MI 48787-0001	
FAX (A/C, No): <b>(207) 764-0195</b>	E-MAIL ADDRESS:			
CODE: <b>0180136</b>	SUB CODE:			
AGENCY CUSTOMER ID #: <b>LORIHOD-01</b>				
INSURED <b>Lori Hodsdon DBA Town Taxi</b> 2551 Van Buren Rd Connor Twp, ME 04736			LOAN NUMBER	POLICY NUMBER <b>6642173</b>
			EFFECTIVE DATE <b>10/26/2021</b>	EXPIRATION DATE <b>10/26/2022</b>
			<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:				

**PROPERTY INFORMATION**

LOCATION/DESCRIPTION  
Loc # 1, Bldg # 1, 538 Fort Fairfield Rd, Caribou, ME 04736, office/garage

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION	PERILS INSURED	BASIC	BROAD	SPECIAL	AMOUNT OF INSURANCE	DEDUCTIBLE
Loc # 1, Bldg # 1 Building, Special (Including theft), Actual Cash Value	COVERAGE / PERILS / FORMS				<b>\$194,202</b>	<b>500</b>

**REMARKS (Including Special Conditions)****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**ADDITIONAL INTEREST**

NAME AND ADDRESS	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	LOSS PAYEE
	MORTGAGEE		
	LOAN #		
AUTHORIZED REPRESENTATIVE <i>Wanda Huggins</i>			



03/09/22 09:52:23 207-764-0195

-&gt;

2074960376 Casey Johnson

Page 001



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/9/2022

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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).

<b>PRODUCER</b> United Insurance - Presque Isle 40 North Street, Suite 1 Presque Isle, ME 04769		<b>CONTACT</b> NAME: _____ PHONE (A/C, No, Ext): (207) 764-6161 E-MAIL: _____ ADDRESS: _____		<b>FAX</b> (A/C, No): (207) 764-0195	
<b>INSURED</b>  Lori Hodsdon 2551 Van Buren Rd Connor Twp, ME 04736		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
		<b>INSURER A: Frankenmuth Mutual</b>		13986	
		<b>INSURER B: National Continental Ins</b>			
		<b>INSURER C: Maine Employers Mutual Insurance Co</b>		11149	
		<b>INSURER D:</b>			
		<b>INSURER E:</b>			

## COVERAGES

## CERTIFICATE NUMBER:

## 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 SUBR INSR 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: _____		6642173	10/26/2021	10/26/2022	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CME00071122511	11/20/2021	11/20/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 350,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	1810060990	9/20/2021	9/20/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

2014	Ford	Taurus	1FAHP2MK9EG105534
2013	Ford	Taurus	1FAHP2M83DG134773
2013	Ford	Taurus	1FAHP2M8XDG134771
2013	Ford	Taurus	1FAHP2M88DG123509
2013	Ford	Taurus	1FAHP2M82DG134764
2015	Ford	Taurus	1FAHP2MK5FG112109
2013	Ford	Taurus	1FAHP2M89DG132414

## CERTIFICATE HOLDER

Town Taxi	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 

ACORD 25 (2016/03)

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# MAINE MOTOR VEHICLE INSURANCE IDENTIFICATION CARD

NAIC NUMBER 10243  
NAME OF INSURANCE COMPANY  
NATIONAL CONTINENTAL INSURANCE COMPANY

CO. PHONE NUMBER OUT 1-800-937-2247  
The coverage provided by this policy meets the minimum liability limits prescribed by law.

NAME OF INSURED  
LORI HODSDON  
TOWN TAXI

538 FORT FAIRFIELD RD  
CARIBOU ME 04736

POLICY NUMBER  
CME 000-7112-251-1

EFFECTIVE DATE  
11/20/21

EXPIRATION DATE  
11/20/22

VEHICLE DESCRIPTION:

YEAR MAKE/MODEL  
13 FORD TAURUS

VEHICLE IDENTIFICATION NUMBER  
1FAHP2M87DG134744

THIS CARD SHOULD BE KEPT IN THE INSURED VEHICLE AND PRESENTED ON THE DEMAND OF A LAW ENFORCEMENT OFFICER.

## State of Maine Vehicle Registration Mileage 203,510

Eff. Date is Validation Date But Not Prior To: 02/01/2022		Expires: 02/28/2023		Insurance:		CLASS TX		REGISTRATION NUMBER 11-112	
VIN 1FAHP2M87DG134744	YEAR 2013	MAKE FORD	MODEL TAURUS	COLOR BL	STYLE 4D	TIRES	AXLES	NET WEIGHT	FUEL G
REGISTRANT TO HODSDON, LORI DBA/TOWN TAXI		DOT # 08/05/1972		Base 31,000.00 Mil. Rate .0040 Local 124.00 Ex Tax 124.00 ExTx Bal 02/23/2022 Rate 70.00 Fees 70.00 User Id MV		-RE-REG			
LESSOR		UNIT # 50		Registration Void Unless Validated					
MAILING ADDRESS 2551 VAN BUREN ROAD CONNOR TWP, ME 04736		LEGAL RESIDENCE CODE 538 FORT FAIRFIELD ROAD CARIBOU, ME 03080							
LEGAL RESIDENCE									
PT									
Tax Receipt #: 25623834									
Sicker # (M)									
www.maine.gov/sos									
- PRIOR TAX RCPTH 24411145									

**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 and given to the Chief of Police for approval before license will be granted.

Date: 3-4-22

UNIT/CAB # 50

REGISTRATION # 11-112

MOTOR # V6

SERIAL # 1FAHP2M87DG134744

MAKE: Ford

YEAR: 2013

TYPE: Taurus

BODY: 4Dr

COLOR: Blue

H.P: \_\_\_\_\_

CAPACITY: 5

LIGHTS, CONDITION: OK

BRAKES, FOOT OK 2 WHEEL: ✓ 4 WHEEL: ✓

CONDITION: PADS 3/4

BRAKES, HAND, CONDITION: works

STEERING GEAR, CONDITION: OK

MIRRORS: Yes WINDSHIELD WIPERS: Good

HORN OR SIGNAL DEVICE: works

REAR SIGNAL LIGHT OR DEVICE: works

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: C + J Service Center

BY: Milo Haney



**State of Maine Vehicle Registration**      Mileage 254,762

Mileage 254,762

State of Maine Vehicle Registration Mileage 254,762		CLASS TX REGISTRATION NUMBER 11-103	
Insurance:			
STYLE 4D	TIMES	AXLES	NET WEIGHT
Base 31,000.00 Mil. Rate .0040 Local 124.00 Ex Tax 124.00 Ex Tx Bal 02/23/2022 Rate 70.00 Fees 70.00 User Id MV	COLOR TA	MODEL TAURUS	MAKE FORD
DOBQ/ID # 08/05/1972	UNIT # 48	YEAR 2013	VIN 1FAHP2M89DGL32414
REGISTRATION # 08/05/1972	UNIT # 48	YEAR 2013	VIN 1FAHP2M89DGL32414
MAILING ADDRESS 2551 VAN BUREN ROAD CONNOR TWP, ME 04736	LEGAL RESIDENCE 538 FORT FAIRFIELD ROAD CARIBOU, ME 03080	LEGAL RESIDENCE CODE 03080	REGISTRATION # 08/05/1972
LESSOR	REGISTRANT (s) HODSDON, LORI DBA/TOWN TAXI	UNIT # 48	VIN 1FAHP2M89DGL32414
REGISTRATION # 08/05/1972	UNIT # 48	YEAR 2013	VIN 1FAHP2M89DGL32414
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REGISTRATION # 08/05/1972	UNIT # 48	YEAR 2013	VIN 1FAHP2M89DGL32414
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REGISTRATION # 08/05/1972	UNIT # 48	YEAR 2013	VIN 1FAHP2M89DGL32414
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LESSOR	REGISTRANT (s) HODSDON, LORI DBA/TOWN TAXI	UNIT # 48	VIN 1FAHP2M89DGL32414
REGISTRATION # 08/05/1972	UNIT # 48	YEAR 2013	VIN 1FAHP2M89DGL32414
MAILING ADDRESS 2551 VAN BUREN ROAD CONNOR TWP, ME 047			

MVR-3VS Rev. 04/2016 REGISTRATION

**MAINE MOTOR VEHICLE INSURANCE IDENTIFICATION CARD**

NAIC NUMBER 10243  
 NAME OF NATIONAL CONTINENTAL INSURANCE COMPANY  
 CO. PHONE NUMBER OUT 1-800-937-2247  
 The coverage provided by this policy meets the minimum liability limits prescribed by law.  
 NAME OF INSURED LORI HODSDON  
 TOWN TAXI  
 538 FORT FAIRFIELD RD  
 CARIBOU ME 04736  
 POLICY NUMBER CME 000-7112-251-1  
 EXPIRATION DATE 11/20/21  
 EFFECTIVE DATE 11/20/21  
 VEHICLE DESCRIPTION: 13 FORD TAURUS  
 YEAR MAKE/MODEL  
 VEHICLE IDENTIFICATION NUMBER 1FAHP2M89DG132414  
 THIS CARD SHOULD BE KEPT IN THE INSURED VEHICLE AND PRESENTED ON THE DEMAND OF A LAW ENFORCEMENT OFFICER.



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 and given to the Chief of Police for approval before  
license will be granted.

UNIT/CAB # 48

REGISTRATION # 11-103 MOTOR # 16

YEAR: 2013 BODY: 4DR

TYPE: Taurus COLOR: Blue CAPACITY: 5

SERIAL # 1FH82M89DGJ2414 MAKE: Ford

2 WHEEL: OK 4 WHEEL: OK BRAKES, FOOT work CONDITION: Good

BRAKES, HAND, CONDITION: work STEERING GEAR, CONDITION: Good

MIRRORS: Yes WINDSHIELD WIPERS: Good

HORN OR SIGNAL DEVICE: work REAR SIGNAL LIGHT OR DEVICE: work

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: C+S Service Center

BY: M H

Date: 3-4-22

# MAINE MOTOR VEHICLE INSURANCE IDENTIFICATION CARD

NAIC NUMBER 10243

NAME OF INSURANCE COMPANY NATIONAL CONTINENTAL INSURANCE COMPANY

CO. PHONE NUMBER OUT 1-800-937-2247

The coverage provided by this policy meets the minimum liability limits prescribed by law.

NAME OF INSURED  
LORI HODSDON  
TOWN TAXI  
538 FORT FAIRFIELD RD  
CARIBOU ME 04736

POLICY NUMBER  
CME 000-7112-251-1

EFFECTIVE DATE 11/20/21 EXPIRATION DATE 11/20/22

VEHICLE DESCRIPTION:

YEAR MAKE/MODEL  
13 FORD TAURUS

VEHICLE IDENTIFICATION NUMBER  
1FAHP2M88DG123509

THIS CARD SHOULD BE KEPT IN THE INSURED VEHICLE AND PRESENTED ON THE DEMAND OF A LAW ENFORCEMENT OFFICER.

State of Maine Vehicle Registration Mileage 303,160

Eff. Date is Validation Date But Not Prior To: 01/01/2022

Expires: 01/31/2023

CLASS TX REGISTRATION NUMBER 9774

VIN 1FAHP2M88DG123509	YEAR 2013	MAKE FORD	MODEL TAURUS	COLOR BL	STYLE 4D	TIRES	AXLES	NET WEIGHT	REGISTERED WEIGHT	FOUL G																											
REGISTRATION HODSDON, LORI DBA/TOWN TAXI	EXPIRATION 08/05/1972																																				
LESSOR	UNIT # 46	DOXID #																																			
MAILING ADDRESS 2551 VAN BUREN RD CONNOR TWP, ME 04736																																					
LEGAL RESIDENCE 538 FORT FAIRFIELD RD CARIBOU, ME 03080																																					
Registration Void Unless Validated																																					
<table border="1"> <tr> <td>Base</td> <td>31,000.00</td> <td>- RE-REG</td> </tr> <tr> <td>Mil. Rate</td> <td>.0040</td> <td></td> </tr> <tr> <td>Local</td> <td>124.00</td> <td></td> </tr> <tr> <td>Ex Tax</td> <td></td> <td></td> </tr> <tr> <td>ExTx Bal</td> <td>124.00</td> <td></td> </tr> <tr> <td>ExTx Date</td> <td>02/23/2022</td> <td></td> </tr> <tr> <td>Rate</td> <td>70.00</td> <td></td> </tr> <tr> <td>Fees</td> <td>70.00</td> <td></td> </tr> <tr> <td>User Id</td> <td>MV</td> <td></td> </tr> </table>											Base	31,000.00	- RE-REG	Mil. Rate	.0040		Local	124.00		Ex Tax			ExTx Bal	124.00		ExTx Date	02/23/2022		Rate	70.00		Fees	70.00		User Id	MV	
Base	31,000.00	- RE-REG																																			
Mil. Rate	.0040																																				
Local	124.00																																				
Ex Tax																																					
ExTx Bal	124.00																																				
ExTx Date	02/23/2022																																				
Rate	70.00																																				
Fees	70.00																																				
User Id	MV																																				



Tax Receipt #: 25623835

Sticker # (M)

(V)



**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 and given to the Chief of Police for approval before license will be granted.

UNIT/CAB # 46 Date: 3-7-22

REGISTRATION # 9777Y SERIAL # 1FAHP2M88DG127509  
MOTOR # V6 MAKE: Ford

YEAR: 2013 TYPE: Taurus

BODY: SEDAN COLOR: Blue

H.P.: V6 CAPACITY: 5

LIGHTS, CONDITION: Good

BRAKES, FOOT Good 2 WHEEL: ☒ 4 WHEEL: ☒

CONDITION: new

BRAKES, HAND, CONDITION: works

STEERING GEAR, CONDITION: OK

MIRRORS: Yes WINDSHIELD WIPERS: Good

HORN OR SIGNAL DEVICE: works

REAR SIGNAL LIGHT OR DEVICE: works

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: C + J Service Center

BY: Milo Haney

# MAINE MOTOR VEHICLE INSURANCE IDENTIFICATION CARD

NAIC NUMBER 10243  
 NAME OF INSURANCE COMPANY NATIONAL CONTINENTAL INSURANCE COMPANY

CO. PHONE NUMBER OUT 1-800-937-2247  
 The coverage provided by this policy meets the minimum liability limits prescribed by law.

NAME OF INSURED LORI HODSDON  
 TOWN TAXI  
 538 FORT FAIRFIELD RD ME 04736  
 CARIBOU

POLICY NUMBER CME 000-7112-251-1

EFFECTIVE DATE 11/20/21  
 EXPIRATION DATE 11/20/22

VEHICLE DESCRIPTION: YEAR 13 MAKE/MODEL FORD TAURUS  
 VEHICLE IDENTIFICATION NUMBER 1FAHP2M82DG134764

THIS CARD SHOULD BE KEPT IN THE INSURED VEHICLE AND PRESENTED ON THE DEMAND OF A LAW ENFORCEMENT OFFICER.

## State of Maine Vehicle Registration

Exp: 11/30/2022

E/T Date is Validation Date But Not Prior To:		11/01/2021		Expires: 11/30/2022		CLASS TX		REGISTRATION NUMBER 11-102	
VIN 1FAHP2M82DG134764	YEAR 2013	MAKE FORD	MODEL TAURUS	COLOR BL	STYLE 4D	TIRES	AXLES	NET WEIGHT	REGISTERED WEIGHT POEL G
REGISTRANT(6) HODSDON, LORI DBA TOWN TAXI	DOBETID# 08/05/1972		UNIT# 39		DOT#		Base 31,000 Mil. Rate 0.0040 Local 124.00 Ex Tax 124.00 ExTx Bal 11/29/2021 -HIRE		
MAILING ADDRESS 2551 VAN BUREN ROAD		Registration Void Unless Validated		EXCISE TAX RECEIPT 25623159		User Id		Re-reg	
LEGAL RESIDENCE CONNOR TWP ME 04736		LEGAL RESIDENCE CODE 03080		ME		DMB			
538 FORT FAIRFIELD ROAD		CARIBOU							



Tax Receipt #: 25623159

MVR-3E Rev. 08-2016 REGISTRATION

Sticker # (M)

(V)

www.maine.gov/sos



**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 and given to the Chief of Police for approval before license will be granted.

UNIT/CAB # 39 Date: 3-7-22

REGISTRATION # 11-102 SERIAL # 1FAHP2M82DG124  
MOTOR # 66 MAKE: Ford

YEAR: 2013 TYPE: TAXI

BODY: SEDAN COLOR: Blue

H.P.: 60W CAPACITY: 5

LIGHTS, CONDITION: Good

BRAKES, FOOT OK 2 WHEEL: ☒ 4 WHEEL: ☒

CONDITION: PAD, 3/4

BRAKES, HAND, CONDITION: WORKS

STEERING GEAR, CONDITION: OK

MIRRORS: Yes WINDSHIELD WIPERS: Good

HORN OR SIGNAL DEVICE: WORKS

REAR SIGNAL LIGHT OR DEVICE: Good

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: C+J Service Center

BY: Mike Haney

# PRESQUE ISLE CITY COUNCIL MEETING

For:

April 6, 2022

## AGENDA ITEM # 16

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### SUBJECT

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**CONSENT AGENDA:** Taxi Cab License for Carney's Taxi

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### INFORMATION

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Awaiting Application

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### REQUESTED ACTION

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**BE IT RESOLVED** by Councilor \_\_\_\_\_ seconded by Councilor \_\_\_\_\_ to approve a Taxi Cab Service License for Carney's Taxi.

# PRESQUE ISLE CITY COUNCIL MEETING

**For:**

April 6, 2022

## AGENDA ITEM # 17

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### SUBJECT

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**CONSENT AGENDA:** Taxi Cab License for Jeff's Taxi

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### INFORMATION

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Awaiting Application

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### REQUESTED ACTION

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**BE IT RESOLVED** by Councilor \_\_\_\_\_ seconded by  
Councilor \_\_\_\_\_ to approve a Taxi Cab Service  
License for Jeff's Taxi.

# PRESQUE ISLE CITY COUNCIL MEETING

**For:**

April 6, 2022

## AGENDA ITEM # 18

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### SUBJECT

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

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### INFORMATION

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1) Renewal Application

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### REQUESTED ACTION

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**BE IT RESOLVED** by Councilor \_\_\_\_\_ seconded by Councilor \_\_\_\_\_ to approve a Bowling Alley License Renewal 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 1<sup>st</sup> OF EACH YEAR

FEE: \$75.00 per year

NAME OF APPLICANT: Dale Nickerson

NAME UNDER WHICH BUSINESS WILL BE OPERATED: Northern Lanes Inc.

TELEPHONE NUMBER OF BUSINESS: (207) 764-1532

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

HOURS OF OPERATION: Sept-May M-F 1-9 Sat 9A-9P Sun 1-7

NUMBER OF ALLEYS: 12

Dated this 11<sup>th</sup> day of March, 2022

Dale Nickerson  
Applicant's Signature

Address: \_\_\_\_\_

\_\_\_\_\_

# PRESQUE ISLE CITY COUNCIL MEETING

For:

April 6, 2022

## AGENDA ITEM # 19

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### SUBJECT

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**CONSENT AGENDA:** Approve Drug Forfeiture

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### INFORMATION

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1) Transfer Agreement

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### REQUESTED ACTION

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**BE IT RESOLVED** by Councilor \_\_\_\_\_ seconded by Councilor \_\_\_\_\_ to authorize Chairperson, Kevin Freeman to sign the Approval of Transfer.

UNIFIED CRIMINAL COURT  
LOCATION: PRESQUE ISLE  
DOCKET: AROCD-CR-2021-40198

## APPROVAL OF TRANSFER

Chairperson  
Presque Isle City Council

(Impress Seal Here)

# PRESQUE ISLE CITY COUNCIL MEETING

For:

April 6, 2022

## AGENDA ITEM # 20

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### SUBJECT

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**CONSENT AGENDA:** ACAP Proclamation 50 years of service

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### INFORMATION

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1) Proclamation

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### REQUESTED ACTION

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**BE IT RESOLVED** by Councilor \_\_\_\_\_ seconded by Councilor \_\_\_\_\_ to proclaim and recognize May 2022 is Community Action and ACAP Month.

# Proclamation

**WHEREAS**, Aroostook County Action Program, Inc. (ACAP) was formed on June 1, 1972 as the result of a merger between the Central Aroostook Action Program (incorporated 1965) and the St. John Valley Action Council (incorporated 1966); and

**WHEREAS**, ACAP is marking 50 years of service to the people of Aroostook County and to the citizens of the City of Presque Isle in 2022; and

**WHEREAS**, Team members of, and programs and services provided by, ACAP County-wide, and to the citizens of the City of Presque Isle, keep older adults and other vulnerable members of our community warm and safe in their homes; help individuals to attain education, employment and housing; assist families with young children by providing services such as early childhood education, nutrition assistance, health and wellbeing and supports to be more economically secure; and educate our community by providing information, resources and programming about making healthy life choices; and

**WHEREAS**, in the most recently completed year of service, ACAP provided more than \$19,539,255 in services across Aroostook County, including \$4,498,961 in our community of Presque Isle; and

**WHEREAS**, ACAP promotes community-wide solutions to challenges throughout the region; and

**WHEREAS**, ACAP delivers innovative services and supports that create greater opportunities for families and children of Aroostook County to succeed; and

**WHEREAS**, ACAP, in partnership with public officials, the private and consumer sector citizens, continues to identify areas of need and find solutions; and

**WHEREAS**, communities, counties, states and the nation recognize May as Community Action Month; and

**WHEREAS**, Aroostook County Action Program is celebrating five decades of innovation, impact, and providing proven results for families and individuals throughout The County and here in the City of Presque Isle;

**NOW, THEREFORE**, We, the municipally elected officials of the City of Presque Isle, as evidenced by our signatures below, do hereby proclaim and recognize:

May 2022 is  
Community Action and ACAP Month  
in the City of Presque Isle

Signed,

Dated: \_\_\_\_\_, 2022

# PRESQUE ISLE CITY COUNCIL MEETING

**For:**

April 6, 2022

## AGENDA ITEM # 22

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### SUBJECT

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**CONSENT AGENDA:** Election Workers

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### INFORMATION

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1) List of Election Workers

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### REQUESTED ACTION

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**BE IT RESOLVED** by Councilor \_\_\_\_\_, seconded by Councilor \_\_\_\_\_ to approve the list of election workers.





# *City of Presque Isle, Maine*

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

## MEMORANDUM

<b>TO:</b>	<b>Kim Finnemore, City Clerk; Martin Puckett, City Manager; &amp; the Presque Isle Planning Board and City Councilors</b>
<b>FROM:</b>	Galen Weibley, Director of Economic & Community Development
<b>DATE:</b>	March 23, 2022
<b>RE:</b>	<b>Presque Isle Comprehensive Plan Update</b>

I am pleased to announce that the state of Maine has approved the 2022 Comprehensive Plan for the City of Presque Isle! We received some feedback from the state agencies and made revisions that were approved by consensus by the Planning Board at their March 17, 2022 meeting.

### **Here are the revisions that were made:**

- Added **Evaluation** on bottom of page 3.
- Added **Farmland, Open Space, and Tree Growth State support** (Municipal Valuation Return data) on page 33.
- Added **Seasonal Conversion** discussion on page 46
- Added **10% affordable strategy** on page 57.
- Inserted **Watershed map** at page 128
- Added **To provide public facilities and services in a manner that promotes and supports growth and development in identified growth areas** policy on page 152.
- Added **Presque Isle Citywide Zoning** description on page 182. Includes discussion on protection of critical natural resources.
- Added **Stormwater** strategy on page 207.
- Added **current zoning map** at page 219.
- Removed the **Dog Park** bullet on page 90.
- Changed wording under **Echo Lake** on pages 110 and 111.
- Added wording under **Other Issues** on page 111.
- Changed **Fries” Pondweed to Endangered Species** and added **Wild Leek** to table on page 117.
- Added **“and the Maine Department of Inland Fisheries and Wildlife”** to page 119.
- Added **“as State Funds become available”** to end of strategy relating to Kennedy Brook Plan on page 121. As per our conversation.
- Added strategy regarding **environmental review** on page 125
- Removed last sentence on **wetland** on page 201

***Suggested motion: Mr. Chairman, I move that approve the City’s revised comprehensive plan as approved by the State of Maine.***

***Enclosure: Approval of Comp Plan Consistency from Maine Municipal Planning Assistance***

12 Second Street      Presque Isle, ME 04769-2459      Phone: 207.760.2727      Fax 207.764.2501

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



STATE OF MAINE  
DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY  
BUREAU OF RESOURCE INFORMATION & LAND USE PLANNING

93 STATE HOUSE STATION  
AUGUSTA, MAINE 04333

JANET T. MILLS  
GOVERNOR

AMANDA E. BEAL  
COMMISSIONER

March 18, 2022

Galen Weibley, Director of Economic & Community Development  
City of Presque Isle  
12 Second Street  
Presque Isle, ME 04769

Dear Mr. Weibley,

The Department of Agriculture, Conservation & Forestry thanks Presque Isle for submitting its Comprehensive Plan for review for consistency with the Growth Management Act.

We are now happy to report that we find the Presque Isle *Comprehensive Plan to be complete and consistent*. This means that we have found all sections of the plan, including the future land use section, to be consistent with the Growth Management Act. Our finding includes edits received via email in a new draft on 3/18/2022. These edits and additions address the previously noted deficiencies. Please be certain that the latest version replaces the version and is the version used for potential local adoption.

We appreciate the efforts of community members, officials, citizens, and NMDC who contributed to this plan. Thanks to the skill and hard work of all involved, this plan will provide important guidance to the community's decision-makers for years to come. Please don't hesitate to contact me at 287-3860 or [tom.miragliuolo@maine.gov](mailto:tom.miragliuolo@maine.gov) if you have any questions.

Sincere Best Wishes,

Tom Miragliuolo, Senior Planner  
Municipal Planning Assistance Program

cc (via email): Jay Kamm, NMDC

MUNICIPAL PLANNING ASSISTANCE PROGRAM  
22 STATE HOUSE STATION  
18 ELKINS LANE, HARLOW BUILDING  
AUGUSTA, ME 04333



PHONE: (207) 287-3860  
[WWW.MAINE.GOV/DACF/MUNICIPALPLANNING](http://WWW.MAINE.GOV/DACF/MUNICIPALPLANNING)

# PRESQUE ISLE CITY COUNCIL MEETING

For:

April 6, 2022

**AGENDA ITEM # 21**

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## SUBJECT

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**CONSENT AGENDA:** Comprehensive Plan update

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## INFORMATION

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- 1) Memorandum
- 2) Letter of Approval from the State of Maine

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## REQUESTED ACTION

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**BE IT RESOLVED** by Councilor \_\_\_\_\_, seconded by Councilor \_\_\_\_\_ to approve the revised comprehensive plan as approved by the State of Maine.

Republican Workers

Kenneth Atchison

Helene Bernard

Marilyn Bouchard

Katherine Delong

Sydney Duncan

Susuan Johnston

Llori Keirstead

Sharon Madore

Kathy Maynard

Elizabeth”Beth” Michaud

Linda Murchison

Sharon Roix

Robert Roy

Unenrolled workers

Racquel Bergewron

Henry Furtek

Gordon Michaud

Robert Palm

Nancy Washington

Democrat Workers

Margaret Asam

Gary Bowdin

Bernadette Budinton

Rhonda Chasse

Amelia Christnot

Dennis Dalton

Carl Doughty

Charlotte Dyer

Myrna Gardner

Ward Gerow

Brenda Hall

Calvin Hall

Carol Michaud

Nicole Michaud

Michele Morrison

Greg Palm

Melanie Reese

Elaine Sipe

Carolyn Watson

Dale Winslow

Cecile Woods

# PRESQUE ISLE CITY COUNCIL MEETING

**For:**

April 6, 2022

**AGENDA ITEM # 23**

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**SUBJECT**

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**OLD BUSINESS:** City of Presque Isle Website

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**INFORMATION**

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1) Request for Proposal

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**REQUESTED ACTION**

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**BE IT RESOLVED:** by Councilor \_\_\_\_\_ seconded by  
Councilor \_\_\_\_\_ to approve the Request for  
Proposal.



**City of Presque Isle**  
**REQUEST FOR PROPOSAL**  
**Website Design, Software Maintenance & Updating**

The City of Presque Isle (hereinafter “City”) is seeking proposals from an experienced website design firm to re-design, develop, and implement a new design for the City’s website.

One electronic submission, one (1) original and three (3) copies of each proposal shall be placed in a sealed envelope and identified as “Website Design, Software Maintenance & Updating”.

Proposals shall be delivered to:

City of Presque Isle  
Attn: City Clerk Website RFP  
12 Second St  
Presque Isle, Maine 04769

The deadline for submission of proposals is May 11, 2022, by 2:00 pm. Proposals received after the specified time and date shall not be considered.

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## **1. RFP SCHEDULE**

Request for Proposal: Website Design, Software Maintenance & Updating

<b>EVENT</b>	<b>TIME AND DATE</b>
RFP Issue Date:	April 7, 2022
Response Due Date	May 11, 2022 by 2:00 PM.
Proposal Evaluation Completed/Selected Short List & Recommendation Committee	Week of May 16
Short List Vendors Notified	Week of May 16
Proposed Web Conferences with Short List Vendors	Week of May 23
Anticipated Award Date	June 1
Work Target Completion Date	4Q

## **2. INTRODUCTION & SCOPE OF PROJECT**

The City is seeking the services of an experienced website design firm to re-design, develop, and implement a new design for the City's website. This project will involve utilizing posted information on the existing website as well as the implementation of new information, products, and features as suggested by the organization and the firm selected. The City also seeks a company that has the capability of integrating additional features and functionality that may be identified in the future.

The City's existing website contains general information for the public including downloadable documents, access to property information, links to permits and registrations, meeting recordings, and a calendar of events. The City is committed to building a website that is designed for ease of use from the customer's viewpoint and is interactive and helpful. The City is interested in an innovative design that aids citizens, businesses and visitors in navigating easily and with simplicity.

Respondents are encouraged to contact the City Manager with any questions or concerns.

## **3. WEBSITE OBJECTIVES**

The goal of the City is to provide simple electronic access to our services, and to streamline and facilitate our website. The current site structure and design was developed years ago and has gone through a number of user-friendly updates over the past few years. The existing website requires significant redesign to take advantage of new design elements and the growing demand for easy and accessible information. Specifically, the City would like the redesigned site to support ease of access to City information, online forms and applications, City process and procedures, meeting minutes and agendas, a calendar of events, photo hosting and a variety of other activities. The redesigned site should have a theme promoting the City as a friendly place to live and recreate, a professional place to do business, and a City that incorporates a commitment to City services.

The City's website should provide easy access to City services, be adaptable to current and changing technology, provide content management capability for departments to easily update

their own information, and be a successful communications tool. The website shall meet the following criteria:

1. Visually appealing – The site must have an attractive mix of text, photos and graphics.
2. Provide easy electronic access to public information for use by the target audience.
3. Easily updated, with a content management system (CMS). Respondent should list the software that would be used to create the site including all graphics software and recommend software and licenses that the City will need to purchase for the continued maintenance of the website.
4. Common Theme/Consistent Design. Each section of the site should have a common look/theme (brand). The Home page needs to be simple and graphically appealing. The appropriate logo should be on every page as well as a common header. All font types and basic layout should be used throughout the site.
5. Be compliant with the American with Disabilities Act (ADA).
6. Be easily upgradeable and user friendly.

The information on the website should be directed towards the public, businesses, visitors, other government agencies and civic groups, associations.

#### **4. GENERAL AND DESIRED ENHANCEMENTS**

1. Be mobile friendly.
2. The new website shall maintain the current address.
3. Re-create and greatly enhance the City's existing website to be resourceful, informative, and serve as a marketing asset that provides a friendly environment, which emphasizes access to the public.
4. Develop a highly beneficial, cost-effective, easy to use, interactive, and architecturally sound website that will remain viable for a minimum of ten years.
5. The City's preferred website model calls for authorized members to have the ability to perform routine content management tasks related to information such as the posting of emergency notices, notes to the community, meeting dates, agendas, minutes, audio, video, calendar events, removing old and outdated information and general noticing. Therefore, a system needs to allow maintenance and updating capabilities by non-technical staff.
6. Create a consistent and standardized format and enhanced graphical look for all pages; thereby establishing a unified theme (brand) throughout the City's website. For ease of use, the City's website must provide consistent orientation and navigational aids, such as hierarchical menus that tell users how deep they are into a topic or subtopic as well as a homepage link or icon on each page in the same position.
7. The City anticipates future expansion of its e-commerce use, and the re-design should facilitate future capability of online transactions.
8. Allow for interactivity. Include online forms, online payments, fillable forms, and access to various event calendars.
9. Graphic and/or image files should be relative to the site. Design with simplicity to allow for quickest loading. Web pages should be tested using multiple browsers (Firefox,

Chrome, Internet Explorer, etc.). In addition, varying load speeds (DSL - dial up fiber optic) to ensure each webpage can be accessed in a timely manner.

10. Provide for transfer of audio or videos for viewing of Council meetings or another on-line video programing.
11. Use industry-standard techniques to ensure indexing and listing by all major search engines, including use of META tags, SEO-friendly URLs and site structure.
12. Provide detailed page-level analytics including traffic sources (use of free Google analytics is suggested). Maintenance software, which includes reporting functions, would be valuable.
13. Form Printing. A number of static forms will be available for printing. Website must have links or embedded plug-ins such as Java and Adobe for opening and viewing these documents.
14. Develop or be able to reference online training materials that permit content creation, loading, editing, deleting, and archiving by our web masters.
15. Transfer relevant content from the existing City site to the new site. Archive any remaining data.
16. New website shall offer a fully functional job posting and employment application feature.
17. New website shall include the successful migration of pertinent existing content from the current website into the new design.
18. The content management system of the new website shall have a spell check feature and the ability to preview content prior to publishing.
19. The new website shall have the ability to perform limited content management system changes from a mobile device, mainly for emergency and closure notifications.
20. New website should have a change log to see who changed what on the website.
21. The new website shall provide the ability of staff to create new pages that are consistent with the website layout and navigation, along with the ability to delete or disable pages.
22. Provide training to City staff so that the authorized members have the ability to perform routine content management tasks related to information such as the posting of meeting dates, agendas, minutes, calendar events, removing old and outdated information and general noticing. The training needs to be thorough and simple enough to allow maintenance and updating capabilities by non-technical staff.

\*Although the City has some specific requirements, we are also interested in your ideas for content, and more specifically, your approach in re-designing the style of the City website. We encourage respondents to consider and propose alternative solutions, recommendations and improvements.

## **5. SCHEDULING**

***The City has a desire to target the live launch of the website for September, 2022.***

Therefore, the proposing and successful firm will be required to demonstrate through its proposal and finalizing discussion, that it has a timeline for a plan of action that will assuredly allocate the necessary resources of the firm to respond with a final website redesign to the City by that date.



**Report Requirements**

The successful firm will be responsible for providing City Administration with reports, whether written or otherwise, of website redesign progress at completion intervals of at least thirty (30), sixty (60) and ninety (90) percent.

**Exit Conference**

The successful firm shall hold an exit conference with appropriate City officials and will be required to make a presentation of the final website redesign and its functionality to the City Council.

**Additional Consultation**

From time to time the City may find it necessary to consult with the successful firm on future issues related to the website. The proposal shall include an outline of how this occasional consultation will be handled in regard to charges.

**Website Maintenance**

The City anticipates an on-going relationship with the successful firm for continuing maintenance of the website. The proposal shall include a delineation of actual charges the City will incur related to ongoing maintenance, listed separately from the proposed price of the conversion.

**Contract Amount**

It is agreed between the City and the successful firm that in consideration for the firm's full and complete performance hereunder, the City shall pay to the successful firm the website redesign fees as detailed in the successful proposal for such services, as proposed by the firm and as accepted by the City. The proposal shall include a not to exceed price total; however, the final amount shall be based upon actual services performed as approved by the City Manager.

**Term**

This Agreement shall run for the length of the project(s) undertaken by the successful firm unless otherwise terminated by the firm and/or the City upon 30 days' written notice to the other party, provided that the benefits to either party hereto afforded by the terms and conditions of this Agreement shall inure to each party in perpetuity, including surviving any termination of this Agreement by either party.

**Performance Requirements**

The successful firm will perform all services under this Agreement in a timely and professional manner, using the customary level of care suitable for the services performed and in compliance with all applicable laws, rules and regulations. All services performed under this Agreement are subject to the City's continuing rights of review, inspection, and approval.

**Data Ownership**

All data relating to the City, whether in existence prior to or compiled in the course of the website redesign, shall be and remain the exclusive property of the City. The furnishing of City data to the successful firm shall not grant any express or implied interest in or license to the successful firm other than is necessary to perform and provide the website redesign services. Upon severability of any ensuing contract with the successful firm, or upon request by the City at any time, the successful firm shall promptly deliver such data to the City.

## **6. REQUESTED INFORMATION & PROPOSAL FORMAT**

This section instructs respondents on procedures related to the submission of proposals:

A total of one, (1) original, one (1) electronic copy and three (3) copies of each proposal shall be placed in an envelope and identified as “Website Design, Software Maintenance & Updating”.

1. The title page of the proposal must contain your firm’s name, address, telephone number, principal contact, fax number and email address.
2. The proposal should contain a table of contents.
3. The proposal should include necessary software and hardware, any additional communication requirements, integration needs and potential costs necessary to host and maintain the website (i.e. hardware, software, installation, licensing, training, etc.), including any annual licensing fees which will apply in the future after completion of the consultant’s work.
4. Proposal should be all encompassing, with a single vendor identified as the “responsible lead vendor.” Please indicate any needed subcontracted services required to meet the needs of the proposal or clearly indicate what portion of the services are not included as part of your proposal.
5. The proposal should include an estimated summary timeline for completion of each phase of the project, as well as a list of deliverables for each phase of the project. This should be as realistic as possible since this will be part of the contractual agreement.
6. A detailed work plan describing your approach to designing, managing and coordinating this project. The description should include all tasks listed in the scope of work for all phases of the project and a tentative schedule.
7. Collection of information. Please state how you intend to gather all the required information, format preferred, and assistance expected from the City in order to complete this project.
8. Years of experience related to website design. Provide a list of comparable websites, including public sector, governmental agencies, and non-profit organizations designed by your firm. Include the website address, company/agency contact person, address, telephone number, and hard copies of the Home Pages. These companies/agencies may be contacted for references.
9. Enclose a section on relevant website development experience and information on the extent of your firm’s abilities to meet the needs of this project. Please provide a sample of what you envision as the home page for all three levels for the site.
10. The proposal should contain the total project cost, as well as detailed “line item” costs for components/phases of the project. All hourly rates and fees, charges, costs and anticipated reimbursable costs, must be clearly stated.
11. The Proposal must be sent via regular mail, emailed to the City Clerk or hand delivered and received by the deadline.

## **7. PROPOSAL EVALUATION AND SELECTION PROCESS**

### **A. Evaluation and Selection Criteria.**

Selection of a qualified contractor will be made at the discretion of the City Council, which reserves the right to accept or reject any and all proposals. All proposals shall be submitted in the format outlined herein. In preparing submissions, respondents should describe in detail the services proposed to be provided and how service delivery will be accomplished. Respondents should also identify equipment requirements and the cost of providing website design for each category identified. The minimum levels of services to be provided are described in this RFP.

The City will receive competitive proposals from firms having specific experience and qualifications in the areas identified in this solicitation. Under competitive negotiation procedures, the terms of the service contract, the price of the service, the method of service delivery, and the conditions of performance are all negotiable. A negotiated contract will be awarded to the agency that best meets the proposed needs at a reasonable price, not necessarily at the lowest price.

The following items will be considered in selecting the contractor, though they may not be equally weighed in the review process:

Evaluation Criteria	Possible Points
Responsiveness/Completeness of Proposal	5
Experience/Qualifications: (Vendors experience successfully working with municipalities; ability to successfully work with City staff? Qualified to work in this field of work?	20
Budget: (Does the budget seem reasonable for the scope of services proposed; does the budget provide the City good value?)	15
Scope of Project: Does the Vendor understand what it will take to achieve the requested services; Did the Vendor propose alternative solutions, recommendations and improvements that may better serve the City?)	15
Customer Service Support: Ability to train staff; Ability to respond to staff requests; provide maintenance and updates.	30
Vendor References: Vendor's experience working with staff successfully, staying within budget; final work product adhered to timeline and proposed schedule.	15
Total Points Possible	100

City's staff shall review and evaluate all proposals and, if appropriate, request a preliminary concept for the design and navigation of City's website. Evaluation of responses will be based, in part, on the criteria listed above, as well as the following:

1. Demonstrated competence and professional qualifications necessary for successfully performing the work required by the City as stated in the RFP.
2. Recent experience in successfully performing similar services, and the backgrounds and experience of the specific individuals to be assigned to this project.
3. Standard hourly billing rates for the assigned staff, including any sub consultants; sub-contracts; project rate; or module design rate.

4. Experience in making a website interactive, user friendly, informative, and attractive to the website user.
5. Experience in content management website construction. Preference will be given to respondents who have developed successful websites for other non-profits, municipalities and/or government agencies. Please list the URL of any website you have developed or are developing for said agencies.
6. Demonstrated creativity in website development.
7. References.
8. Cost estimate, including:
  - First year development fees including: Days/hours of training, on-site or webinar; amount of content migration (entire website or a specific number of pages); additional products/functionality
  - Ongoing fees for hosting, maintenance and support for year 2 and beyond
9. Extent to which the design concept reflects the objectives noted in this RFP.

B. Final Selection.

Following the review of the proposals, and possible presentation and interviews, the City may further invite a firm(s) to formally meet with staff prior to making a final determination to address additional inquiries and to discuss and/or negotiate terms and conditions for a final contract. Factors that will determine the final selection will include, City Council approval, the finalization of terms in regards to service agreements, costs, website security, and ease of use. However, the City reserves the right to reject any or all bids, waive any informality in RFP's, and to accept or reject any items thereon.

## **8. CONTRACT COMMENCEMENT AND COMPLETION**

The selected firm will be required to enter into an Agreement for the project with the City. Any contract resulting from this RFP shall not be effective unless, and until, approved by the City. Upon approval, the contract shall start within 30 days after the award of the contract. The estimated completion date shall be defined in the proposal submitted by the selected firm.

## **9. MISCELLANEOUS RELEVANT INSTRUCTIONS**

1. The City reserves the right to reject any and all proposals for failure to meet the requirements contained herein, to waive any technicalities, and to select the proposal which, in the City's sole judgment, best meets the requirements of the project.
2. The RFP creates no obligation on the part of the City to award a contract or to compensate the proposer for any costs incurred during proposal presentation, response, submission, presentation, or oral interviews (if held). The City reserves the right to award a contract based upon proposals received without further discussion or negotiation.

3. The City further reserves the right to make such investigation as it deems necessary to determine the ability of proposers to furnish the required services, and proposers shall furnish all such information for this purpose as the City may request.
4. Proposers must specifically identify any portions of their submittals deemed to contain confidential or proprietary information, or trade secrets. Such designations will not necessarily be conclusive, and proposers may be required to justify why the City Council should not, upon written request, disclose such materials.
5. Incorporation of Proposal into Contract. This and the vendor's response, including all promises, warranties, commitments, and representations made in the successful proposal, shall be binding and incorporated by reference in the City's contract with the vendor.
6. A vendor may not submit the vendor's own contract terms and conditions in a response to this. If a proposal contains such terms and conditions, City, at its sole discretion, may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.
7. In submitting a Proposal, the Proposer agrees to indemnify and hold the City harmless of all liability, risks, costs, claims, actions, suits, demands, losses expenses, injuries and damages of any kind arising directly or indirectly out of, or in connection with, the City's handling of the RFP process, including, but not limited to, the rejection of any or all Proposals.



## CERTIFICATION

I have read the Request for Proposal (RFP) for **Website Design, Software Maintenance & Updating** and fully understand its intent. I understand that our ability to meet the criteria and provide the required services shall be reviewed by the City, which will develop a recommendation for City Council consideration regarding the selection of the most advantageous Website Design, Software Maintenance & Updating Services. It is understood that all information included in, attached to, or required by this RFP shall become public record upon delivery to the City.

With my signature, I certify the following:

1. I am authorized to commit my firm to this Proposal and that the information herein is valid for 90 days from this date.
2. That all information presented herein is accurate and complete and that the services and equipment can be delivered as presented in this Proposal upon the City's request.
3. That I have had an opportunity to ask questions regarding this RFP and that those questions have been answered.
4. That I understand that any material omission of required forms or information may result in rejection of this Proposal as non-responsive.
5. That this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this Proposal, and is in all respects fair and without collusion or fraud.
6. That the completion of the Proposal is a binding commitment to provide Website Design, Software Maintenance & Updating Services as proposed therein.

Proposer Signature: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

## CONTRACT FOR PROFESSIONAL SERVICES

This Agreement is entered into by and between the City Presque Isle, Maine, a City hereinafter referred to as “the City,” and \_\_\_\_\_, a \_\_\_\_\_ corporation, hereinafter referred to as “the Contractor,” whose principal office is located at \_\_\_\_\_.

**WHEREAS**, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services; and

**WHEREAS**, the City desires to have the Contractor perform such services pursuant to certain terms and conditions; now, therefore,

**IN CONSIDERATION OF** the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. **Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on **Exhibit A** attached hereto and incorporated herein by this reference as if fully set forth, inclusive of Contractor’s “General Terms and Conditions for Professional Services,” however, if any terms of Exhibit A conflict with this Agreement, the terms of the Agreement shall bind. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.
2. **Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on **Exhibit B** attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed \$ \_\_\_\_\_.
3. **Contractor Budget.** The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the City whenever the Contractor desires to amend its budget in any way.
4. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon mutual execution of this Agreement, and ending \_\_\_\_\_, unless sooner terminated under the provisions hereinafter specified.
5. **Independent Contractor.** Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any

benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.

6. **Indemnification.** The Contractor shall defend, indemnify and hold the City, its officers, agents, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to State Law, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity, solely for the purposes of this indemnification. The provisions of this section shall survive the expiration or termination of this Agreement.
7. **Insurance.** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
  - A. **Verification of Coverage.** Contractor shall furnish the City with certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.
  - B. **Subcontractors.** The Contractor shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.

**Record Keeping and Reporting.**

- C. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.

8. **Termination.** This Agreement may at any time be terminated by the City giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.
9. **Discrimination Prohibited.** The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation or the presence of any disability in the selection and retention of employees or procurement of materials or supplies.
10. **Assignment and Subcontract.** The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.
11. **Entire Agreement; Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.
12. **Severability and Survival.** If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.
13. **Notices.** Notices to the City shall be sent to the following address:

City of Presque Isle, Attn: Martin Puckett, City Manager,  
12 Second St., Presque Isle, Maine 04769

Notices to the Contractor shall be sent to the address provided by the Contractor upon the signature line below.

**DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

**CONTRACTOR**

**CITY MANAGER**

\_\_\_\_\_  
Name of Approved Signatory

\_\_\_\_\_  
Martin Puckett

**WITNESS**

**WITNESS**

\_\_\_\_\_

\_\_\_\_\_

## **EXHIBIT A**

### **ADVERTISED RFP**



### **City of Presque Isle Request for Proposals Website Design, Software Maintenance & Updating**

The City of Presque Isle is soliciting Request for Proposals from website design firms to re-design, develop, and implement a new design for the City's website.

Information and requirements for this Request for Proposal may be obtained through the City's website at [www.presqueisleme.gov](http://www.presqueisleme.gov). One electronic submission, one (1) original and three (3) copies of the proposal shall be placed in a sealed envelope and identified as "Website Design, Software Maintenance and Updating" and submitted to City of Presque Isle, Attention City Clerk, 12 Second Street, Presque Isle, Maine 04769. Submittals must be received no later than May 11, 2022 at 2:00 PM. All proposals are to be sealed and clearly marked "Website Design, Software Maintenance & Updating".

The City retains the right to accept or reject any or all submissions.

Questions regarding this process and/or the proposal should be directed to Martin Puckett, City Manager, City of Presque Isle, (207) 760-2785, [mpuckett@presqueisleme.us](mailto:mpuckett@presqueisleme.us).



## **EXHIBIT B**

### **PAYMENT SCHEDULE**

The Consultant shall be paid by the City for completed work and for services rendered under this Agreement as follows:

1. Payment for the work provided by the Consultant shall not exceed \$ \_\_\_\_\_ without express written modification of the Agreement, signed by the City.
2. The Consultant may submit invoices and/or vouchers to the City once per month during the progress of the work for partial payment for that portion of the project completed to date. Such invoices/vouchers will be checked by the City and, upon approval thereof, payment shall be made to the Consultant in the amount approved.
3. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
4. Payment as provided herein shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment and incidentals necessary to complete the work.

# PRESQUE ISLE CITY COUNCIL MEETING

**For:**

April 6, 2022

**AGENDA ITEM # 24**

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**SUBJECT**

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**OLD BUSINESS:** County ARPA Program Update

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**INFORMATION**

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1) Memorandum

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**REQUESTED ACTION**

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**BE IT RESOLVED:** by Councilor \_\_\_\_\_ seconded by  
Councilor \_\_\_\_\_ to approve the County ARPA  
Program.



# *City of Presque Isle, Maine*

The Office of City Manager

**Martin Puckett**

Email: [mpuckett@presqueisleme.us](mailto:mpuckett@presqueisleme.us)

## MEMORANDUM

<b>TO:</b>	<b>Honorable City Council</b>
<b>FROM:</b>	Martin Puckett, City Manager
<b>DATE:</b>	March 28, 2022
<b>RE:</b>	<b>ARPA Funds</b>

There are two projects that we have been discussing for using ARPA funds for grant opportunities: Echo Lake Sewer System replacement and the Forum HVAC system.

The Echo Lake Sewer System is for Water and Sewer Infrastructure-Clean Water Project. The city owned infrastructure was installed in the 1980s in partnership with the Department of Environmental Protection to address water pollution from seasonal and residential properties at Echo Lake. A complete replacement of the noncompliant system was estimated at \$770,000. The city will be receiving \$550,000 through the federal earmark process. We are requesting \$220,000 from the County ARPA fund program to complete the project.

The Forum project is for repairs and upgrades to the ventilation and dehumidification system. The current system is not performing adequately due to age and is no longer in compliance with current ASHRAE (American Society of Heating, Refrigerating and Air-Conditioning Engineers) standards. The indoor air quality is not satisfactory and increases the potential exposure of building occupants to airborne infectious aerosols, a significant concern during the current COVID-19 pandemic. In addition, there is currently no ventilation serving the front office in the building. This project would allow us to use the forum to be used for year-round events. The estimate for this project is \$628,836. We are requesting \$150,000 (the maximum allowed for this type of project) from the County ARPA fund program. We would use \$478,836 of the city's ARPA funds for this project.

Here is a brief explanation of the ARPA funds:

FY 21/22	\$476,193.30
FY 22/23	\$475,640.76
Total	\$951,834.06

COVID Pay	\$(95,204.21)
Forum	\$(478,836.00)
Remaining	\$377,793.85

Recommended motion: To commit Presque Isle ARPA funds for these County ARPA fund programs if awarded.

*12 Second Street*

*Presque Isle, ME 04769-2459*

*Phone: 207.760.2780*

*Fax 207.764.2501*

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

# PRESQUE ISLE CITY COUNCIL MEETING

**For:**

April 6, 2022

**AGENDA ITEM # 25**

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**SUBJECT**

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**OLD BUSINESS:** 2022-2023 Goal Settings

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**INFORMATION**

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1) Memorandum

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**REQUESTED ACTION**

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**FOR DISCUSSION**

## 2022 Goals

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### **1. Housing: Team members: Tom Powers, Galen Weibley, Tim St. Peter, Lewis Cousins, Martin Puckett**

Goal: Create various housing opportunities within the city to address existing shortages and future growth

Action Items:

- Identify locations/available land for development- all types of housing with estimated number of units per lot, consider zoning, soil type. Consider blighted areas, location to compact area and public/private water & sewer
- Cost estimates for development: road, utilities, sitework, permitting
- Funding sources: Federal/State, ME Housing, PIDF
- Identify Partnerships
- Tax Acquired Properties- continue to turn into residential units

Report out initial findings in May

### **2. Recreation Programming: Team Members: Gene Cronin & Rec Advisory Committee**

Goal: Create outdoor activities/programs for wide age groups & families

Action Items:

- Identify Programs and equipment needs
  - Develop budget
  - Explore NHC opportunities
  - Funding Sources- grants, annual budget, capital
- Equipment for Outdoor Programming

Presentation in May

### **3. Online presence: Team Members: Brad Turner, Kellie Chapman, Galen Weibley, Patty Jandreau**

Goal: Create Website that is consumer centric that highlights services & activities

Action Items:

- Create RFP for website design
- Review RFPs, interview companies
- Select company, contract
- Establish timeline for bids, design meetings, progress updates and completion
- Funding Sources- grants, annual budget, capital

Was on agenda for March, RFP planned for April council meeting

### **4. Workforce: Team Members: Brad Turner, Kellie Chapman, Martin Puckett & department heads**

Goal: Retention and attraction program for employees.

Action Items:

- Partnerships to develop training programs to obtain licenses: (NMCC & Grants) CDL, paramedics
- Use information gathered from exit interviews to focus on key elements
- Look at regional, state and national efforts to attract
- Compare benefits
- Meet with union to brainstorm

Report out in September

**5. Marketing & Promotion: Team Members: Kim Smith, Martin Puckett**

Goal: Promote Regional Events to attract visitors, citizens, increase workforce

Action Items:

- Event Calendar
- Integrate into website redesign
- Explore CVB

Start working group

**6. Downtown Planning/Façade Program: Team Members: Galen Weibley, TIF Advisory, Dana Fowler, PIDRC**

Goal: Downtown redevelopment & beautification

- Main St MDOT future collaboration VPI program
- Design loan/funding program to spur private investment
- Identify funding sources for façade- PIDF funding through TIF
- Parking, traffic design & reduce large truck traffic
- Sidewalk Repair, pedestrian improvements
- Signage

Planned for May

**7. Regional Services: Darrell White, Lewis Cousins, Brad Turner**

Goal: Design sustainable, collaborative regional programs with other communities & entities

- EMS & Assessing rate formulas for 2023
- Explore other programs/partners

EMS planned for May, Assessing soon after.

Other topics:

Fleet Management program implementation

Internet expansion in the city, utilize anticipated funding

Completion of City Hall with façade improvements for front & interior design



# **PRESQUE ISLE CITY COUNCIL MEETING**

**For:**

April 6, 2022

**AGENDA ITEM # 26**

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**SUBJECT**

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**OLD BUSINESS:** City Hall Update

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**INFORMATION**

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Verbal update provided at meeting

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**REQUESTED ACTION**

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**FOR DISCUSSION**

# **PRESQUE ISLE CITY COUNCIL MEETING**

**For:**

April 6, 2022

## **AGENDA ITEM # 27**

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**SUBJECT**

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**OLD BUSINESS:** Reapportionment

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**INFORMATION**

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1) Memorandum

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**REQUESTED ACTION**

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**FOR DISCUSSION**



# *City of Presque Isle, Maine*

The Office of City Manager

**Martin Puckett**

Email: [mpuckett@presqueisleme.us](mailto:mpuckett@presqueisleme.us)

## **MEMORANDUM**

<b>TO:</b>	<b>City Councilors</b>
<b>FROM:</b>	Martin Puckett, City Manager
<b>DATE:</b>	March 30, 2022
<b>RE:</b>	<b>Reapportionment</b>

School reapportionment has been a topic for a number of years, mainly due to the many reports of a declining population since 1960. The last time the topic was discussed by the council was in 2016 and the decision was made after having a discussion with the Superintendent's office to wait to pursue reapportionment until the 2020 census was complete. Due to Covid, the release of the population data was delayed.

### **Overview**

SAD 1 was formed in 1958 with Westfield and Presque Isle. The towns of Mapleton, Chapman and Castle Hill joined in 1961 and 17 districts were created. In 1973, a court decided that the districts had to be reapportioned to reflect the "one person, one vote principle" guaranteed to people by the Fourteenth Amendment of the Constitution. The district was roughly based upon 900 people (14,468 people/17 districts = 851 people per district). In other words, a School Board Member represented 851 people. Based upon 2020 census, that number has been reduced so each School Board Member represents 706 people (12,002/17=706).

Significant changes have occurred in housing within the communities, especially within Presque Isle. These changes may have caused the districts to be disproportionate in terms of representation. While the census shows overall changes in the communities, it does not reflect the changes within each district.

### **Population Decrease**

Examining the census figures from 1940 to 2020, there has been a wide sway in the population. From 1970 to 2020, there has been a 17% decrease in the population of the SAD 1 communities. Over the years, the population has decreased in Presque Isle in relationship to the overall SAD 1 population from 81% in 1960 to 73% in 2020. During the same time frame, Mapleton was 9.5% of the total SAD 1 population and grew to 15.7%.

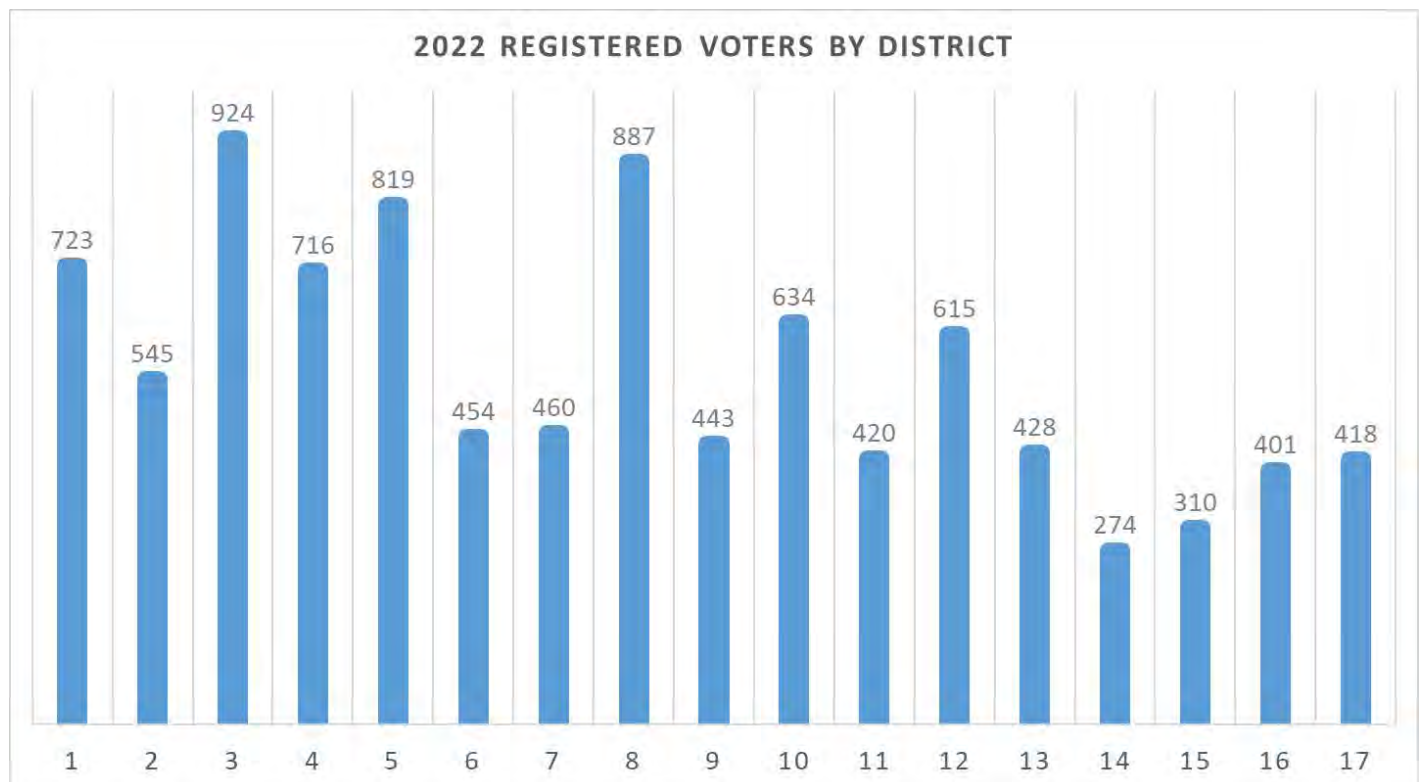
Census 1940-2020									
Towns	1940	1950	1960	1970	1980	1990	2000	2010	2020
Presque Isle	7939	9954	12886	11452	11172	10550	9511	9692	8797
Mapleton	1354	1367	1514	1598	1895	1853	1889	1948	1886
Castle Hill	697	581	554	519	509	449	454	425	373
Chapman	397	381	376	328	406	422	465	468	491
Westfield	735	557	569	571	647	589	559	549	455
Total SAD 1 Population	11122	12840	15899	14468	14629	13863	12878	13082	12002

There is not specific data pertaining to the district populations, so one cannot verify if the districts decreased in population equally, raising the question if they are fairly proportioned.

## 2022 Registered Voters

The clerks of the SAD 1 towns have supplied the current number of registered voters in each municipality by district. In the SAD 1 communities, there are 9,471 registered voters. According to the census 18.3% of the population in Aroostook county is under 18 years of age and ineligible to vote. Applying that census figure of 18.3% to the SAD 1 population, I would estimate 2,196 individuals unable to register to vote. SAD 1 has approximately 1,900 students.

While reapportionment is based on population and not registered voters, it does provide insight to the voter size of each district. The largest area of registered voters is District 3 (shared with Mapleton) with 924 registered voters. The smallest number of registered voters is District 14 with 274. The graph below shows the variation of voters between the districts.



It is worth noting that the smallest district of registered voters, District 14, has only 274 voters.

District 14 is bordered on the west by Edgemont Street, the east by Parsons Street, the south at the corner of State Street and Parsons and the north by Midway Drive; a pie shaped district illustrated below.



District 14 has seen significant changes over the years; ACAP operates out of Gouldville School and a major housing complex called Fairview Acres no longer exists. The removal of Fairview Acres may help explain why there are only 274 voters in district 14. The photo below is

from 1972 compared to a current photo. Other changes have occurred in this district over the years that should be furthered examined due to 40 years of growth.



## Housing Complexes

District 14 is only one example of the changes in large housing development within Presque Isle's neighborhoods that would impact population. Since the 1970's there have been 16 housing complexes built in Presque Isle, containing 544 dwelling units (apartments), as seen in the table below. The size of these units varies, but collectively have an impact in the population in these districts. District 12 saw the largest development of units, and is the second largest in terms of registered voters of all 17 districts, showing a correlation.

Name of Development	Number of Units	Year Built	Street	District
Presque Isle Housing	115	1970-1985	Birch	12
Strawberry Bank	10	1972	Strawberry Bank	5
Cyr Enterprises	12	1973-1975	Strawberry Bank	5
T&K Rentals	14	1973-1975	Strawberry Bank	5
Scovil Apartments	36	1976	Exchange	16
Academy Park Apt.	30	1980	Academy	10
Presque Isle Housing	50	1980	Carmichael	12
NMTC	28	1981	Edgemont	15
Helen Noreen	30	1983	Rainbow	12
Woodland Terrace	25	1983	Willimantic	8
Northland Park	29	1985	Dyer	13
Greenbrier	21	1986	Academy	10
Red Oak	96	1986-2006	Dewberry	8
Applewood	12	1987	Willimantic	8
McCulley Commons	24	1987	Erskine	8
Aroostook Exec. Apt.	12	2001	Academy	5

## Subdivisions and Single Family Housing

From 1980 to today, there have been 440 single family homes constructed and 225 mobile homes that are in Presque Isle, according to the city's assessing department. The 2016-2020 estimate for persons per household is 2.03, which concludes this represents 1,350 people. These homes went in various location in the city, but there were concentrations of development, discussed below.

One of the major areas of development was around the Presque Isle Highschool and Zippel. The aerial photo from 1972 compared to today shows the addition of Lombard St, City View Dr., Skyview Dr., and Longview Dr. The majority of the 96 homes were constructed in the mid 1970's to the early 1980s, some were built in the 2000s.





Another example of subdivision growth is the area north of Northern Light A R Gould and around the SAD 1 School Farm. While the 1972 aerial doesn't contain areas to the southeast and the streets off of Dewberry, it does show where Fleetwood St., Manchester Ct., and Strawberry Bank Rd are now constructed. The majority of the 17 homes on Fleetwood were constructed between 1992-1997. The majority of the homes built in the other areas were built in the mid-1970s.





## **Summary**

Since the districts were last defined in the 1970s, there has been significant changes in the population of SAD 1 municipalities. In 1970 the cumulative population of all five municipalities was 14,468. According to the 2020 census, it was 12,002, a reduction of 2,466. Comparing the 2020 to 1970 census shows the changes between the percentages of populations between the members. Presque Isle has seen a population reduction of 2,655. Mapleton has the largest population increase in the district of 288 people since 1970.

The wide variations in registered voters in the districts may not be an exact indicator of population size, but it does demonstrate the need for a closer examination. When last examined in 2006 by Woodard & Curran, District 9 had over 1200 residents, while District 14 had 274 residents. This is far from the original intent of 851 residents per district.

There have been many housing developments since the 1970s in Presque Isle that have altered the population in Districts 5, 8, 10, 12, 13 and 16. This does not take into account single family homes that have been constructed since 1970 in all areas of Presque Isle. The changes in dwellings would have an impact to the populations in the districts.

The process for reapportionment is found in State Statute MRS Title 20-A, §1255:

### **§1255. Reapportionment**

The commissioner shall determine the necessity for reapportionment. [PL 1987, c. 395, Pt. A, §53 (AMD).]

1. Duties of commissioner. The commissioner shall determine if a district is apportioned in accordance with the principles of one person, one vote, if:

- The commissioner receives a request by the board of directors; [PL 2003, c. 354, §1 (AMD).]
- The commissioner receives a petition signed by district voters equal to at least 10% of the voters who voted in the last gubernatorial election in the district; or [PL 2003, c. 354, §1 (AMD).]
- The commissioner determines a district is not apportioned according to the principles of one person, one vote. [PL 2003, c. 354, §1 (AMD).]

The commissioner shall make a determination under paragraph A or B within 30 days of receiving the request or the petition.

## **Recommendation**

Based upon the data from the latest census, the disproportionate number of registered voters, the multiple examples of changes in Presque Isle's housing units, I believe further examination is needed to ensure the districts are apportioned equally and ensure the "one person, one vote" principle in the Fourteenth Amendment of the Constitution. The next step should be a discussion with the SAD 1 leadership.

# PRESQUE ISLE CITY COUNCIL MEETING

**For:**

April 6, 2022

**AGENDA ITEM # 28**

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## SUBJECT

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**NEW BUSINESS:** Nordic Heritage Center Operator Agreement

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## INFORMATION

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- 1) Agreement
- 2) Past Budget
- 3) Proposed Expenses, Purchases, and Employees
- 4) NHC Memorandum
- 5) NHC Memorandum Update

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## REQUESTED ACTION

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**BE IT RESOLVED:** by Councilor \_\_\_\_\_ seconded by Councilor \_\_\_\_\_ to approve the Nordic Heritage Center Operator Agreement.



## **OPERATING AGREEMENT**

THIS OPERATING AGREEMENT (this “Agreement”) is made, effective as of the 1st day of May, 2022 by and between PINELAND FARMS, INC., a Maine nonprofit corporation with a principal office in New Gloucester, Maine (“Owner”), and [THE INHABITANTS OF THE] CITY OF PRESQUE ISLE, a body corporate and politic with a principal office in Presque Isle, Maine (“Operator”).

WHEREAS, Owner is the owner of certain land, together with the lodge, wax building, other buildings thereon (the “Buildings”), and other improvements and fixtures thereon (including all heating, ventilation, air conditioning, electrical, plumbing, and life safety systems and all other building systems (collectively, the “Building Systems”), and including the easements appurtenant to the foregoing, all known generally as the Nordic Heritage Center and located at or about 450 Fort Fairfield Road in the City of Presque Isle and the Town of Fort Fairfield, Maine, which land is more particularly described or depicted on **Exhibit A** (collectively, the “Venue”); and

WHEREAS, Owner owns or may hereafter acquire certain tools, equipment, machinery, and other items of personal property that are located at the Venue, including the items set forth on **Exhibit A-1** (the “Owner’s Personal Property”); and

WHEREAS, other tools, equipment, machinery, and other items of personal property that are hereafter procured using Project Income (as herein defined) or any funds provided by Owner for such procurement are referred to in this Agreement as “Facility-Funded Personal Property”; and

WHEREAS, the Venue, the Owner’s Personal Property, and the Facility-Funded Personal Property are referred to collectively as the “Facility”; and

WHEREAS, Operator is well-recognized for its demonstrated proficiency in maintaining and operating recreational facilities and developing recreational programs and opportunities which are essential to maintaining strong communities; and

WHEREAS, the parties intend that the lodge, trails, and other recreational facilities will (i) provide public recreational and other opportunities for Maine people in the region in which the Facility is located; (ii) catalyze further related economic growth in the region; and (iii) benefit the overall health, welfare, and quality of life for people living in northern Maine; and

WHEREAS, Operator and Owner desire that the Facility be operated and managed on a not-for-profit basis with all Project Income being used for the purpose of operating and managing the Facility, including undertaking (or maintaining reserves for) items of maintenance, repair, improvement, and replacement at the Facility, all in a manner that promotes operational efficiencies such that the Facility is self-sustaining; and

WHEREAS, Operator and Owner desire to enter into this Agreement to set forth the terms and conditions under which the Facility will be operated and managed by Operator.

NOW THEREFORE, Owner and Operator agree as follows:

1. **Operation and Management Generally.** Operator will manage and operate the Facility in accordance with sound property management and operating principles in an efficient and

economical manner and subject to and in accordance with the terms of this Agreement. Notwithstanding the foregoing, Operator will not be required to make expenditures for any items constituting Operating Costs (as herein defined) if Operator reasonably determines and thereafter promptly notifies Owner that Project Income (as hereafter defined) is or will be insufficient to pay such items constituting Operating Costs. Operator will promptly inform Owner in the event Operator determines that Project Income is or is anticipated to be insufficient to carry out any necessary or planned maintenance, repairs, replacements, or Alterations, or to meet other Operating Costs. Owner is not required to contribute any funds toward Project Income or otherwise remedy any insufficiency in Project Income, but the parties will cooperate to prioritize the use of Project Income and the payment of items constituting Operating Costs.

2. Commencement and Term; Holdover. The term of this Agreement (the “Term”) shall consist of the following:

(a) an “Initial Term,” being a period of sixty (60) calendar months commencing on May 1, 2022 (the “Commencement Date”), and terminating on April 30, 2027; and

(b) each twelve-month period following the expiration of the Initial Term (each, an “Extension Term”) unless or until a party has given notice of non-renewal to the other party at least 180 days prior to the expiration of the then-current Term, the intention being that the Term shall automatically be extended for each Extension Term unless or until such a notice of non-renewal is given by a party,

provided, however, that either party shall have the right to terminate this Agreement without cause prior to any then-scheduled expiration of the Term (including the Initial Term) as set forth in Section 11.

3. Payments to Owner; Project Income.

(a) Operator shall not be obligated to pay any rent or similar fee to Owner, but Operator agrees to utilize all income, proceeds, and revenues arising from the Facility, whether from operations, sales, donations, sponsorships, solicitations, or otherwise (collectively, “Project Income”) solely for the purposes of paying (or maintaining reserves for) Operating Costs. Operator will promptly deposit and maintain all Project Income in a separate bank account maintained by Operator for the purposes of operating, maintaining, and managing the Facility.

(b) The term “Operating Costs” means the costs of operating, maintaining, and managing the Facility, including undertaking necessary repairs, replacements, and approved Alterations to, at, or of the Facility, all whether ordinary, extraordinary, capital or otherwise, and costs of programming consistent with the Permitted Use (as hereafter defined) at the Venue. Without limiting the generality of the foregoing, “Operating Costs” also includes (i) the costs of furnishing electricity, fuel, telecommunication services, and other services to the Facility; (ii) sums payable under the easements comprising or benefiting the Venue; (iii) an allocable portion, as reasonably determined by Owner, of the cost of insurance maintained by Owner in connection with the Facility, including policies of property, liability, and umbrella insurance, as provided in this Agreement; and (iv) costs to procure Facility-Funded Personal Property to the extent approved by Owner as part of the budget or otherwise.

4. Permitted Use; Compliance; Exculpatory Agreements.

(a) Operator may use the Facility for the purposes of operating a recreational trail center at the Venue for such non-motorized, recreational activities as cross country skiing, snowshoeing, walking, trail running, bicycling, disc golf, and other activities approved by Owner and as an event venue for weddings, receptions, and similar gatherings and functions (the “Permitted Use”) and for no other purpose without the written consent of Owner. Without expanding the foregoing, Operator further agrees not to use the Venue for any residential or dwelling purposes or for any purpose or activity not covered by the insurance policies maintained hereunder or that would deprive the Facility of its property tax exemption.

(b) Operator agrees to comply with all Laws and all requirements of insurance policies applicable to the use and/or operation of the Facility. The term “Laws” means all federal, state, municipal, or similar statutes, laws, ordinances, regulations, rules, codes, orders, requirements or rules of law (including common law), and the term “Law” has a correlative meaning.

(c) Operator agrees to maintain in full force and effect and comply with all permits, licenses, approvals, and registrations necessary for the use or occupancy of, and all operations at, the Facility. The foregoing includes compliance with all existing and future orders (including all existing and future amendments thereto) pursuant to the Site Location of Development Act.

(d) Operator shall comply with all of the obligations, terms, and conditions required to be performed or complied with under any Use Agreements (as hereafter defined), and all other agreements relating to the Facility or the management, operation, maintenance, servicing, or repair of or Alterations to the Facility, including all easements, covenants, restrictions, and other matters of record pertaining to the Facility, including the Debt Cancellation Covenant Contracts with the United States Department of Agriculture and the related conservation plans developed thereunder and the terms of all easements benefiting or burdening the Facility.

5. Operating Covenant. Commencing on the Commencement Date and continuing throughout the Term, Operator agrees to continuously operate the Facility for the Permitted Use, subject to closure for reasonable periods for maintenance and/or repairs as approved in advance by Owner, acting reasonably, provided, however, that in the event of weather conditions or an emergency that make it impractical or impossible to operate the Facility, closure before obtaining Owner’s approval is permitted, in which event Operator shall provide such prompt notice to Owner as is reasonable under the circumstances and operations shall resume promptly following the abatement of such conditions or conclusion of such emergency.

6. Repairs and Maintenance. Operator will maintain the Facility (including any Alterations) in good and safe order, condition, and repair, all as a prudent owner would do. Without limiting the generality of the foregoing, Operator will keep the Facility in clean and good repair and safe condition at all times; undertake or order and supervise the completion of such maintenance, repairs, replacements as may be required, including making all arrangements for the furnishing to the Facility of maintenance, repair, plowing, shoveling, ice treatment, trail maintenance, landscaping, other groundskeeping, utilities, heating fuel, and other services and for the acquisition of equipment and supplies as necessary for the management, operation, maintenance, repair, and servicing of the Facility as required under this Agreement; and generally do and perform or cause to be done and performed all actions necessary, required, or desirable to provide for the safe, proper, and efficient management and operation of the Facility.

7. Alterations, Renovations and Improvements. Operator shall not make any



installations, alterations, renovations, or improvements to or at the Facility (collectively, "Alterations") without obtaining Owner's prior written consent to the purpose, plans, and specifications therefor and the contractor(s) (if any) to be retained by Operator to perform such work. Operator shall ensure that all Alterations are performed in a good and workmanlike manner, and in accordance with all applicable Laws. Operator shall not permit any lien to be filed against all or any part of the Facility and, in the event any lien is filed, shall promptly, and in all events within ten (10) days after demand, cause the same to be discharged. All Alterations shall, at Owner's option, remain upon the Venue, and, upon termination (which term includes expiration) of this Agreement, shall be surrendered with the Facility, provided, however, that Operator's furniture, equipment, trade fixtures, and Operator's other personal property may (and at Owner's direction shall) be removed by Operator from the Venue upon the termination of this Agreement, subject to the provisions of **Section 13**.

8. Signs.

(a) Operator will post and maintain in good order, condition, and repair signage containing statutory warnings or notices provided by, and otherwise comply with all provisions of 32 M.R.S. § 15217 (sometimes known as Maine's ski area liability statute), 29-A M.R.S. § 2321 et seq. (Maine's Bicycle and Roller Skis Safety Education Act), and all similar laws pertaining to activities occurring at the Venue.

(b) All signage must be installed and maintained in compliance with applicable Laws and maintained in good order, condition, and repair.

9. Exculpatory and/or Indemnification Agreements. All exculpatory and/or indemnification agreements, including all waivers and/or releases of liability, procured by Operator or any User (as hereafter defined) in connection with the use and/or operation of the Facility shall exculpate and/or indemnify Owner to the same extent as Operator or such User is exculpated and/or indemnified thereunder.

10. Assignments and Use Agreements. Operator shall not assign its interest in or delegate its obligations under this Agreement, in whole or in part, or delegate, lease, or sublet the Facility (or any portion of any of the foregoing) (collectively, "Transfer"), without the prior written consent of Owner. Notwithstanding the terms of this Section, Owner's consent shall not be required for Operator to enter into short term use agreements (not to exceed 48 hours) with organizations for purposes of using the Facility for purposes consistent with the Permitted Use. Such short-term use agreements are referred to as "Short-term Use Agreements." Other use agreements with third parties for the use of the Facility or any portion thereof for periods exceeding 48 hours are referred to as "Long-Term Use Agreements," and the same shall be subject to Operator obtaining the prior written consent of Owner. Short-Term Use Agreements and Long-Term Use Agreements are referred to together as "Use Agreements." Operator shall remain responsible for all obligations and covenants under this Agreement notwithstanding any Transfer. Any permitted Transfer must require that the counterparty thereto (the "User") maintain insurance in accordance with the requirements set forth on **Exhibit B** and shall require the User's insurer to issue waiver of subrogation endorsements to all policies of property and liability insurance carried in connection with the Facility and the property of such User. Any attempted Transfer in violation of this Section shall be void. Consent by Owner to a Transfer in one instance shall not operate to release the requirement that consent from Owner be obtained for any further or subsequent Transfer.

11. Termination or Suspension; Breach.

(a) Termination without Cause. Notwithstanding the Term of this Agreement, either party shall have the right to terminate this Agreement in its sole discretion, without cause, by giving written notice of termination to the other party, specifying a termination date that is at least one hundred eighty (180) days after the date such notice of termination is given (the “Early Termination Date”), whereupon the Term shall terminate on the Early Termination Date (subject to earlier termination as may be provided in any other provision of this Agreement).

(b) Termination or Suspension Due to Insurance or Insufficient Project Income. Notwithstanding the Term of this Agreement, Owner shall have the right to terminate this Agreement or suspend operations of the Facility immediately by giving written notice to Operator in the event Owner determines, in its sole discretion at any time (i) that Owner is dissatisfied with the cost to procure or maintain any insurance obtained by Owner, the then-remaining limits under any such insurance, or any term or condition of such insurance, including applicable exclusions and endorsements; or (ii) that Project Income is or is anticipated to be insufficient to support Operating Costs. In the event Owner elects to suspend operations, the parties shall cooperate to cause such operations to be suspended until the successful resolution of such dissatisfaction.

(c) Termination Due to Operator’s Breach. In the event Operator fails to observe or perform its obligations under any provision of this Agreement, Owner shall have the right to terminate this Agreement by giving written notice of termination to Operator. Such termination shall not relieve Operator from any liability for the obligations under this Agreement accruing prior to such termination or any liability for breach of this Agreement.

(d) Exclusions from Operating Costs. In no event shall any costs or expenses arising out of any breach by Operator of any provision of this Agreement or any other contract constitute Operating Costs and such costs or expenses shall not be paid from Project Income.

## 12. Surrender; Facility-Funded Personal Property; Remittance of Funds.

(a) Operator will surrender the Facility to Owner upon termination of this Agreement in at least as good condition as the same are in on the Commencement Date (or, with respect to personal property acquired thereafter, the date of acquisition thereof), reasonable wear and tear and damage by insured peril excepted, and at such time, the Facility Premises shall be “broom clean” and free of all of Operator’s personal property, trade fixtures, leasehold improvements, and other appurtenances owned by or within the care, custody, or control of Operator and located at the Venue (other than the Owner’s Personal Property and any Facility-Funded Personal Property to be conveyed to Owner as provided in this Agreement) (“Operator’s Property”). If Operator continues to occupy the Facility at the completion of the term of this Agreement, such continued occupancy shall be deemed a tenancy-at-sufferance.

(b) Upon termination of this Agreement, Operator agrees, upon request by Owner, to convey to Owner all of Operator’s right, title, and interest in and to any Facility-Funded Personal Property and to remit to Owner all then-remaining (and all rights to then-due, but not yet collected) Project Income, including funds then remaining in or properly allocable to the Operating Account (after payment of applicable and proper expenses of operating the Facility as outlined in the Budget).

## 13. Operator’s Property.

(a) Damage or Loss. Operator is solely responsible for insuring all of Operator's Property that may be located at the Venue at any time during the Term and agrees to look solely to such insurance for recovery for loss of or damage to any of Operator's Property. Supplementing the foregoing, Operator further agrees that neither Owner nor its employees or agents shall be liable for any loss of or damage to any of Operator's Property that may be located at the Venue at any time, and Operator hereby releases Owner, its employees, and agents of and from all liability for such loss or damage, including if such loss or damage arises out of the negligence of Owner, its employees, or its agents.

(b) Removal. All of Operator's Property may be removed by Operator upon termination of this Agreement, provided (i) Operator is not in default under this Agreement; (ii) such removal shall not permanently or substantially damage any portion of the Facility, and any other damage created by such removal shall be repaired by Operator at Operator's expense prior to the termination of the Term; and (iii) such removal and repair shall be made before such termination.

#### 14. Financial Management.

(a) Books and Records. Operator shall maintain complete and accurate books, accounts, and records fully reflecting all Project Income and all Operating Costs and any other sums paid out or reserved by Operator. Operator shall also maintain receipted bills for all Operating Costs paid by Operator, rental and related documents, and correspondence, contracts, inventories, records of revenue, other Project Income and expenses, warranties, and other documentation related to the operation and management of the Facility.

(b) Inspection by Owner. Owner shall have the right, upon reasonable notice, to inspect and make copies of the books and records maintained by Operator pertaining to the Facility.

(c) Periodic Reports. On or before the 15th day of each month during the Term of this Agreement and at the end of each calendar year or year of the Term, or upon such other periodic basis as the parties arrange for the efficient sharing of financial information, Operator shall deliver to Owner (i) a balance sheet and a profit and loss statement for the Facility; (ii) a journal of Operating Costs, including capital expenditures; (iii) accounts receivable and accounts payable reports; and (iv) any other agreed-upon reports.

(d) Annual Budget. At least 90 days prior to the end of each calendar year or year of the Term, Operator shall prepare and deliver to Owner a proposed budget, including the anticipated Project Income and Operating Costs (including capital improvements, repairs, and replacements) during the ensuing calendar year.

15. Liens and Encumbrances. Owner shall have the right to mortgage or encumber all or any part of the Facility for any purpose. Operator shall not grant or permit any lien, encumbrance, mortgage, charge, or other security interest to arise or continue in place against all or any part of the Facility. Operator shall immediately notify Owner of any breach of this Section.

#### 16. Insurance.

(a) Owner shall procure and maintain during the term of this Agreement one or more insurance policies insuring (i) the Buildings and Owner's other improvements at the Venue, the Owner's Personal Property, and the Facility-Funded Personal Property against property damage;



(ii) Owner and Operator, as named insureds, against liability for bodily injury and property damage; and (iii) such other risks as determined by Owner and its insurance advisors. Any one or more of such policies may be combined to include other properties of Owner and the operations of Owner or other owners or managers of such properties. All policies shall be written by such insurers, and with such coverages, limits, deductibles, retentions, endorsements, and exclusions as Owner shall, in its sole discretion, determine. Owner agrees to make available at the request of Operator annually at or about the time of renewal of said insurance copies or other evidence of such policies. Nothing herein shall preclude Operator from obtaining any additional insurance provided such additional insurance does not result in a loss of coverage or increase in premium with respect to the policies procured by Owner.

(b) On a periodic basis selected by Owner, Owner shall allocate to Operator, in writing, a portion of the premiums for such insurance procured by Owner, determined, in Owner's sole discretion, to be attributable to the Facility and the activities and business of Operator at or from the Facility. Operator agrees to pay to Owner within thirty (30) days of such notice the allocated insurance premiums as part of the Operating Costs. Operator shall work with Owner to include in its annual budgets a reasonably accurate forecast for such allocated insurance premium costs.

(c) Operator will give notice to Owner of any accident, incident, occurrence, damage, or loss, whether such damage is caused by insured or uninsured peril, occurring in, on, or about or arising from the Facility within the time requirements of insurance policies in effect, but in no event more than seventy-two (72) hours after Operator has knowledge of the occurrence of such accident, incident, occurrence, damage, or loss. Operator agrees to cooperate in all respects with Owner and all insureds in the procurement of insurance, including the completion of application and audit materials, loss prevention and administration of insurance claims.

17. Employees, Agents, and Contractors of Operator. Operator shall conduct operations and activities hereunder with its own employees, agents, and contractors and shall be fully responsible for compliance with all Laws with respect thereto, including timely payment of all compensation, benefits, federal, state and local forms of withholding and FICA taxes and assessments, workers compensation insurance, unemployment taxes and other costs associated with such persons. Such persons are not employees, agents, or contractors of Owner and Owner shall have no liability or obligation with respect to any such person.

18. Right to Enter. Operator agrees to permit Owner or its duly authorized agents to enter the Facility at any time for any purpose.

19. Total or Partial Destruction.

(a) In the event the Facility is damaged in whole or in part by fire or other peril, Owner shall have the right to terminate this Agreement by giving Operator written notice of termination. If Owner does not elect to terminate this Agreement, Owner will repair the damage with reasonable promptness to such extent and specifications as Owner shall elect following the adjustment of the loss with applicable insurance companies, provided that if such adjustment of the loss is not acceptable to Owner, then Owner shall retain the right to terminate this Agreement following such adjustment.

(b) Owner shall not be liable to Operator for any loss in business revenues sustained by Operator as a result of said any such damage or any repair, restoration or

reconstruction, including delays in completing any of the foregoing.

20. Eminent Domain.

(a) If the Facility shall be taken, in whole or in part, by condemnation or right of eminent domain, so that the Facility cannot be effectively operated by the Operator, either party, upon written notice to the other, shall be entitled to terminate this Agreement provided that such notice is given not later than sixty (60) days after Operator has been deprived of possession, which termination shall take effect thirty (30) days from and after the delivery of such notice. Should any part of the Facility be so taken or condemned, and should this Operating Agreement not be terminated in accordance with this Section, Owner may, after such taking or condemnation and the determination of Owner's award therein, expend a portion or all of the net amount which may be awarded to Owner in such condemnation proceedings as may be necessary to restore the Facility to such extent and specifications as Owner shall elect. Should the net amount so awarded to Owner be insufficient to cover the cost of so restoring the Facility, Owner may, in its sole discretion, supply the amount of such insufficiency and restore the Facility as above provided or terminate this Agreement.

(b) In the event of any award for any taking of the Facility in condemnation proceedings or by right of eminent domain, Owner shall be entitled to receive and retain the amounts awarded for the Facility.

21. Covenant of Quiet Enjoyment. Operator may hold and enjoy the Facility for the Term, free from unreasonable disturbance by Owner and its agents, subject and subordinate, however, to all provisions of this Agreement.

22. Force Majeure: Neither party shall in any event be liable to the other for failure to perform a covenant or obligation provided for in this Agreement (other than the payment of money) when prevented from so doing by strike, lockout, breakdown, accident, order or regulation of or by any governmental authority, or failure of supply, or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services, or because of war or other emergency, or for any cause beyond the respective party's reasonable control.

23. Notices. All notices required to be given pursuant to this Agreement shall be in writing and shall be delivered by hand or by certified mail, postage prepaid, return receipt requested, to the following addresses, or such other address as a party may designate by notice:

(i) To Operator at: City of Presque Isle  
ATTN: Gene Cronin, Director of Recreation and Parks  
24 Chapman Road  
Presque Isle, Maine 04757

(ii) To Owner at: Pineland Farms, Inc.  
Attn: Erik Hayward, Treasurer  
c/o PO Box 17516  
Portland, Maine 04112-8516

24. Limitation of Owner's Liability. Owner's liability under or arising out of this Agreement shall be limited to Owner's interest in the Facility and Owner's insurance coverage thereon and Operator agrees to look solely to such interest in the Facility and such insurance

coverage for recovery of any judgment against Owner. In no event shall Owner be liable for incidental, consequential, or punitive damages.

25. Miscellaneous Provisions.

(a) Invalidity of Particular Provisions. If any term or provision of this Operating Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Operating Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Operating Agreement shall be valid and be enforced to the fullest extent permitted by law.

(b) Governing Law. This Operating Agreement and all claims and causes of action (whether arising in contract, in tort, by statute, or otherwise) that may be based upon, arise out of, or relate to this Agreement shall be governed by and enforced in accordance with the internal Laws of the State of Maine, including its statutes of limitations, without regard or reference to conflicts of law principles.

(c) Interpretation. Whenever the word “include,” “includes,” or “including” is used in this Agreement, it is deemed to be followed by the words “without limitation.” The terms “this Agreement,” “hereof,” “herein,” “hereby,” “hereunder” and similar expressions refer to this Agreement as a whole and not to any particular section or sub-section of this Agreement unless the context otherwise requires. The word “person” includes any individual, corporation, firm, association, partnership (general or limited), joint venture, limited liability company, trust, estate or other legal entity. Words of any gender used in this instrument shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context otherwise requires. The section and sub-section headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement. Whenever in this Agreement provision is made for the doing of any act by any party, it is understood and agreed that said act shall be done by such party at its own cost and expense, unless a contrary intent is expressed.

(d) Entire Agreement; Binding Effect. This Agreement (including the exhibits and schedules attached hereto, all of which are hereby made a part of this Agreement) contains the entire agreement between the parties with respect to the subject matter hereof. All negotiations, considerations, representations, and understandings between Owner and Operator are incorporated herein and may be modified or altered only by agreement in writing between Owner and Operator, and no act or omission of any employee or agent of Owner shall alter, change, or modify any of the provisions hereof. All rights, obligations and liabilities contained herein given to, or imposed upon, Owner and Operator shall extend to and bind the several respective administrators, trustees, receivers, legal representatives, successors, and permitted assigns of Owner and Operator, and if there shall be more than one Operator, they shall all be bound jointly and severally by the terms, covenants and agreements herein.

(e) Waiver of Right to Jury Trial. Each of Owner and Operator, for itself and its successors, and assigns, does hereby **WAIVE THE RIGHT TO A TRIAL BY JURY** in any action or proceeding based upon, or related to, this Agreement. This waiver is knowingly, intentionally, and voluntarily made by each party. Each party acknowledges that neither the other party nor any person acting on such other party's behalf has made any representations to induce this



waiver of trial by jury or in any way to modify or nullify its effect. Each party further acknowledges that it has been represented (or has had the opportunity to be represented) in the signing of this Agreement and in the making of this waiver by independent legal counsel, selected of its own free will, and that it has had the opportunity to discuss this waiver with counsel.

(f) Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document.

26. Special Provisions.

(a) Owner's Personal Property and Facility-Funded Personal Property. Operator shall maintain the Owner's Personal Property and all Facility-Funded Personal Property in good and safe order, condition, and repair throughout the Term, all as a prudent owner of similar property would do. Without limiting the foregoing, Operator shall operate and maintain the Owner's Personal Property and all Facility-Funded Personal Property in compliance with all Laws, all insurance requirements, all permits and approvals, all manufacturer's operating and maintenance procedures, all warranty requirements (if any) applicable, all of the manufacturer's other recommendations and/or requirements.

(i) Operator shall be responsible for repairing or replacing any of Owner's Personal Property and Facility-Funded Personal Property that is lost or damaged during the Term due to Operator's neglect, misuse, or abuse, except to the extent the repair or replacement is paid for by any property insurance that is maintained by Owner. Operator shall be responsible for all insurance deductible(s) under applicable to any loss of or damage to the Owner's Personal Property and Facility-Funded Personal Property to the extent such loss or damage results from Operator's neglect, misuse, or abuse.

(ii) Without limiting any other provision of this Agreement, Operator agrees that (i) title to the Owner's Personal Property shall remain vested in Owner; (ii) Operator will not represent to any person that Operator has title to the Owner's Personal Property. In the event Owner elects to file any financing statement(s) or other documents Owner deems necessary or desirable to protect or enforce Owner's rights in the Owner's Personal Property or the Facility-Funded Personal Property, Operator agrees to cooperate with Owner, including by executing and delivering any documents that Owner reasonably requests in connection therewith.

(iii) ***THE OWNER'S PERSONAL PROPERTY IS BEING PROVIDED TO OPERATOR IN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. OWNER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY OF MERCHANTABILITY, WITH RESPECT TO THE OWNER'S PERSONAL PROPERTY, AND ALL SUCH WARRANTIES AND REPRESENTATIONS ARE EXPRESSLY DISCLAIMED BY OWNER.***

**[Signature Page(s) Follow(s)]**

IN WITNESS WHEREOF, Owner and Operator have executed this Agreement through their duly authorized undersigned representatives as an instrument under seal as of the day and year first written above.

OWNER:  
**PINELAND FARMS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

OPERATOR:  
**[THE INHABITANTS OF THE]**  
**CITY OF PRESQUE ISLE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **List of Exhibits**

**Exhibit A** – Description of Venue

**Exhibit A-1** – Non-Exhaustive List of Owner's Personal Property

**Exhibit B** – Insurance Requirements for Users



**EXHIBIT A**  
(Description of Venue)

All property located in the City of Presque Isle and the Town of Fort Fairfield, County of Aroostook, and State of Maine which is owned by Owner and used as part of the Facility, including such property as is owned by Owner and described in the following instruments recorded in the Southern Aroostook County Registry of Deeds:

1. deed from Peter C. Campbell and Tamara L. Campbell recorded in said Registry of Deeds in Book 3431, Page 219, subject to a Debt Cancellation Conservation Contract, as amended, referred to therein, and excepting such portion as was conveyed to, and subject to the terms and easements set forth in, a deed to Cole Land Company, Inc. recorded in said Registry of Deeds in Book 5457, Page 157;
2. deed from Thomas I Conant recorded in said Registry of Deeds in Book 3432, Page 55;
3. deed from James W. Ashby and Marie B. Ashby recorded in said Registry of Deeds in Book 3431, Page 238, and subject to a Debt Cancellation Conservation Contract, as amended, referred to therein;
4. deeds from Ed Pelletier & Sons, Co. (aka Ed Pelletier & Sons, Inc.) recorded in said Registry of Deeds in Book 3432, Page 41, Book 3735, Page 310, and Book 3990, Page 123;
5. deed from Presque Isle Community Club (a/k/a Presque Isle Country Club) recorded in said Registry of Deeds in Book 3432, Page 242;
6. deed from Michael J. Pelletier and Beth M. Pelletier recorded in said Registry of Deeds in Book 3432, Page 44;
7. deed from Donald F. Gallagher and Lillace M. Gallagher recorded in said Registry of Deeds in Book 3432, Page 57;
8. deed from The Inhabitants of the City of Presque Isle (aka City of Presque Isle) recorded in said Registry of Deeds in Book 3759, Page 242;
9. deeds from Nordic Properties, LLC recorded in said Registry of Deeds in Book 5009, Page 36, and Book 5019, Page 36.

Together with all rights and easements appurtenant to the foregoing, including, without limitation, (a) easement described in instrument recorded in said Registry of Deeds in Book 3431, Page 219; (b) easement described in instrument recorded in said Registry of Deeds in Book 3479, Page 176, as amended by instrument recorded in said Registry of Deeds in Book 4053, Page 220.

Subject, however, to all matters set forth in the foregoing instruments and all other easements, covenants, conditions, orders, and other matters of record.

Owner is the successor-by-merger to Aroostook Nordic, Inc., formerly known as Maine Winter Sports Center.

**EXHIBIT A-1**

(Non-Exhaustive List of Owner's Personal Property)

List of property to be developed and inserted

**EXHIBIT B**  
(Insurance Requirements for Users)

(a) User shall procure and maintain the following insurance throughout the period of its use or occupancy of the Facility:

(i) commercial general liability insurance, on an occurrence basis, including coverage for liability arising out of all operations conducted at and all uses of the Facility with at least the following limits: One Million and 00/100 Dollars (\$1,000,000.00) for bodily injury or property damage for each occurrence, Two Million and 00/100 Dollars (\$2,000,000.00) general aggregate, Two Million and 00/100 Dollars (\$2,000,000.00) for products/completed operations aggregate, and One Million and 00/100 Dollars (\$1,000,000.00) for personal and advertising Injury, with:

(A) coverage for liability arising out of non-owned motor vehicles;

(B) coverage for User's indemnification obligations (but this provision shall not be construed to limit any such obligations);

(C) provision that User's commercial general liability insurance is provided on a primary and non-contributory basis;

(D) provision that Owner, Operator, Owner's mortgagee(s) of the Venue from time-to-time (if any), and any other persons reasonably designated in writing by Owner from time-to-time are named as additional insureds by an endorsement provided on ISO Form 2011 04 13 or its substantive equivalent, without modification, or such other endorsement as is acceptable to Owner and Operator, acting reasonably; and

(E) a deductible in an amount acceptable to Owner, acting reasonably.

(ii) if alcohol will be served or otherwise made available at or from the Facility, liquor liability insurance with limits of not less than \$5,000,000.00.

(b) umbrella liability insurance in a minimum amount of \$3,000,000.00, written on an occurrence basis, and on a following form basis (including with respect to the additional insureds) over the insurance described in clauses (i) and (ii), above.

(c) Workers compensation insurance in accordance with the requirements of all applicable Laws, with limits of at least \$1,000,000.00, with such workers compensation insurance providing for waiver of subrogation in favor of Owner, Operator, Owner's mortgagee(s) of the Venue from time-to-time (if any), and any other persons reasonably designated in writing by Owner from time-to-time.

(d) Special causes of loss form (also sometimes known as "all risk") property insurance insuring, on a replacement cost basis (without any deduction for depreciation), all of property owned by or within the care, custody, or control of User, with limits in an amount of not less than one hundred percent (100%) of the full replacement cost of all such property, without co-insurance provisions, and with a deductible of not more than \$1,000.00, and with Owner, Operator, and Owner's mortgagee(s) of the Venue from time-to-time (if any) named as additional insured(s). Such policy(ies) of property insurance must insure against fire, sprinkler leakages, and earthquake, flood, collapse, and all other perils as are from time to time included in the standard special causes of loss form (also sometimes known as "all risk") coverage and shall contain waivers of subrogation in favor of Owner and Operator.

(e) All insurance required to be obtained and maintained by User must be with insurers authorized to transact insurance business and cover risks in the State of Maine and that have ratings of "A-"



or better by A.M. Best Company, Inc., or with such other insurance companies as are acceptable to Owner, acting reasonably.

(f) The policies of insurance shall be endorsed to require that each policy will not be cancelled or materially changed without at least thirty (30) days prior written notice to Owner and Operator, where such endorsement is available, and if not available, such prior notice as is available shall be obtained (not less than 10 days).

(g) User shall deliver to Owner and Operator evidence reasonably acceptable to Owner and Operator of the insurance coverage required hereunder and, if requested by Owner or Operator, copies of each policy of insurance (including all endorsements) required to be maintained by User.

(h) Owner shall have the right, from time-to-time, with reasonable prior notice, to increase the limits of the insurance that User is required to maintain hereunder.

## Income

	<u>2018 - 19</u>	<u>2019 - 20</u>	<u>2020 - 21</u>
Events - NTF	\$ 8,436.72	\$ 7,989.71	
Merchandise			
Sponsorships			
Facility Rentals	\$ 6,100.00	\$ 7,860.00	\$ 3,850.00
Donations	\$ 23,433.00	\$ 4,412.00	\$ 12,244.00
Equipment Rentals	\$ 3,905.00	\$ 8,311.86	\$ 4,958.70
Event Sponsorship	\$ 6,000.00	\$ 50.00	\$ 8,154.51
Grant Income	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
Interest Income	\$ 621.32	\$ 853.13	\$ 306.98
Memberships	\$ 5,050.00	\$ 5,625.06	\$ 9,792.87
Wax Room Rental	\$ 972.00		
Day Passes			\$ 1,746.18
Youth Programs		\$ 1,270.00	
Total Income	\$ 104,518.04	\$ 86,371.76	\$ 91,053.24

## Expenses

Insurance - MMG & Hanover	\$ 2,759.00	\$ 2,775.00	\$ 2,767.00
Legal & Professional Fees - Tax Prep	\$ 850.00	\$ 850.00	\$ 850.00
Nordic Trail Festival NTF	\$ 9,481.57	\$ 7,236.59	
Event Timing			\$ 1,000.00
lock Box TD Bank		\$ 57.23	\$ 70.00
Office Supplies	\$ 202.71	\$ 84.40	\$ 1,703.75
Donation		\$ 408.57	
Event SWAG			\$ 853.87
Dues / Subscriptions Quick Books, WA		\$ 1,594.50	\$ 1,675.40
Fees		\$ 595.45	\$ 997.75
Youth Programs	\$ 4,803.00	\$ 7,768.53	\$ 1,000.00
Meals			\$ 58.03
Rental Fleet Purchases		\$ 2,800.00	\$ 3,224.98
Cleaning	\$ 8,800.00	\$ 8,150.00	\$ 3,825.00
Electricity	\$ 11,289.00	\$ 9,378.75	\$ 8,679.02
Trash Removal	\$ 1,005.64	\$ 963.38	\$ 871.04
Gas & Oil	\$ 827.98	\$ 535.00	\$ 1,192.45
Heating Fuel	\$ 16,052.00	\$ 9,901.86	\$ 5,768.59
Inspections	\$ 544.32	\$ 342.10	\$ 288.10
Internet	\$ 1,294.00	\$ 1,039.08	\$ 737.40
Mowing	\$ 1,120.00	\$ 2,750.00	\$ 2,200.00
Postage	\$ 20.68	\$ 45.53	\$ 299.24
Repairs & Maintenance - Buildings & Equipment	\$ 10,094.00	\$ 32,392.00	\$ 9,817.91
Sanding	\$ 840.00	\$ 840.00	\$ 540.00
Security Monitoring	\$ 720.00	\$ 690.00	\$ 600.00

Welcome Center Staff		\$ 7,539.65	
Septic	\$ 2,189.25	\$ 65.00	\$ 830.00
Signage	\$ 1,426.00	\$ 3,072.13	\$ 1,034.39
Snow Removal	\$ 11,800.00	\$ 9,040.00	\$ 6,772.50
Supplies	\$ 3,138.39	\$ 2,710.00	\$ 698.86
Telephone	\$ 647.25	\$ 662.40	\$ 747.01
Water Tests	\$ 290.00	\$ 155.00	\$ 125.00
Trail Clearing			\$ 852.94
Grooming	<u>\$ 11,550.00</u>	<u>\$ 6,624.00</u>	<u>\$ 3,690.00</u>
Total Expenses	\$ 101,744.79	\$ 121,066.15	\$ 63,770.23

Maintenance Projects

Disc Golf Project  
Chimney Repair  
Cornerstone Const  
Painted Lodge

Numbers don't reflect Super Tour Expenses or Income.



**Expenses**  
 Outdoor Programmer / Department Oversight  
 Part Time Salaries  
 Overtime  
 Ads/Publications/  
 Building Maintenance  
 Concessions  
 Equipment Maintenance  
 Heating Oil / Propane  
 Gas/Oil/Propane  
 Grounds Maintenance  
 Snow Removal  
 Janitorial Supplies  
 Membership / Dues / Subscriptions  
 Inspections  
 Misc.  
 Office Supplies  
 Photocopies /Printing  
 Postage  
 Programs  
 Merchandise / Pro Shop  
 Rental Fleet Purchases (Gear)  
 Telephone / Internet  
 Trash Disposal  
 Electric  
 Water / Sewer  
 Groomer Fund  
 Grooming  
 Trail Clearing

**2023**

**2024**

In Kind	In Kind
\$ 30,060.00	\$ 32,000.00
\$ -	\$ -
\$ 1,000.00	\$ 1,000.00
\$ 10,000.00	\$ 10,000.00
\$ 5,000.00	\$ 5,000.00
\$ 15,000.00	\$ 15,000.00
\$ 1,500.00	\$ 1,500.00
\$ 5,000.00	\$ 5,000.00
\$ 4,000.00	\$ 4,000.00
\$ 1,000.00	\$ 1,000.00
\$ 2,500.00	\$ 2,500.00
\$ 350.00	\$ 350.00
\$ 500.00	\$ 500.00
\$ 1,000.00	\$ 1,000.00
\$ 300.00	\$ 300.00
\$ 200.00	\$ 200.00
\$ 10,000.00	\$ 10,000.00
\$ 2,500.00	\$ 2,500.00
\$ 5,000.00	\$ 5,000.00
\$ 1,600.00	\$ 1,600.00
\$ 1,000.00	\$ 1,000.00
\$ 13,500.00	\$ 13,500.00
\$ 1,200.00	\$ 1,200.00
\$ 15,000.00	\$ 15,000.00
\$ 10,000.00	\$ 10,000.00
\$ 5,000.00	\$ 5,000.00

Events / Festivals	\$ 15,000.00	\$ 15,000.00	
	\$ 157,210.00	\$ 159,150.00	
<u>Income</u>			
Events / NTF	\$ 20,000.00	\$ 20,000.00	Trail Fest, Running, Skiing events etc
Merchandise / Pro Shop	\$ 2,000.00	\$ 2,000.00	
Advertising	\$ 10,000.00	\$ 10,000.00	Advertising Sign Program
Event Sponsorships	\$ 5,000.00	\$ 5,000.00	
Concessions			
Facility Rentals	\$ 10,000.00	\$ 15,000.00	Meetings, Showers, Birthdays, Wax Cabins
Donations	\$ 30,000.00	\$ 30,000.00	AR Gould, MMG
Equipment Rentals	\$ 10,000.00	\$ 10,000.00	Skis, Bikes, Snowshoes
Grant Income	\$ 50,000.00	\$ 50,000.00	Libra Foundation
Memberships	\$ 10,000.00	\$ 10,000.00	
Day Passes	\$ 5,000.00	\$ 5,000.00	
Disc Golf Passes	\$ 5,000.00	\$ 5,000.00	
Youth Programs	\$ 2,500.00	\$ 2,500.00	Mt Biking, Adventure Camp, Snowshoeing
Adult Programs	\$ 2,500.00	\$ 2,500.00	Mt Biking, Archery, Skiing etc
Weddings	\$ 5,000.00	\$ 25,000.00	
Police Firearms Qualify - Range	\$ 10,000.00	\$ 10,000.00	
	\$ 177,000.00	\$ 202,000.00	

## Purchases

Zero Turn Mower	\$ 13,500.00	
Tidd Tech Groomer	\$ 3,500.00	
Expedition Snowmobile	\$ 15,000.00	Sell two old Skandics (\$5,000)
3/4 ton Pick up	\$ 30,000.00	
Ranger Tracks	\$ 5,000.00	
Walk Behind Snowblower	\$ 1,200.00	
String Trimmers - 3	\$ 1,000.00	
Pole Saw	\$ 800.00	
Chain Saws -2	\$ 1,000.00	
Equipment Trailer	\$ 10,000.00	
Power Wheelborrow	\$ 15,000.00	
Mini Excavator	\$ 50,000.00	
Skid Steer Attachments	\$ 20,000.00	Needs to be 15K to handle our skid steer & excavator Trail Building - Beginner Trail Building - Beginner Grapple, Brush Cutter
	\$ 166,000.00	
60' x 100' Tent w/ Sides	\$ 20,000.00	
30 72" Round Tables	\$ 7,500.00	
White Folding Chairs - 150	\$ 3,000.00	
	\$ 30,500.00	
Rental Equipment- Ski Fleet	\$ 40,000.00	\$20,000 in 2022 / \$20,000 IN 2023 \$10,000 IN 2022 / \$10,000 IN 2023
Bikes	\$ 20,000.00	
	\$ 60,000.00	
Inside Wood Tables	\$ 5,000.00	
Inside Chairs	\$ 4,000.00	
Great Room Furniture	\$ 10,000.00	Two sofas, 2 chairs, Lecturn, 75" TV- Zoom Set up
	\$ 19,000.00	
	\$ 301,700.00	133,000



Employees	Employee	Cost
Full Time		
Outdoor Programmer	Josh Stahl	In Kind
<b><u>Seasonal Employees</u></b>		
Winter Welcome Center		\$ 4,560.00 38 Days x 8 hrs x \$15
Winter Programs		\$1,500 Learn to Ski Program / Josh will run all others in house
Summer Maintenance / Welcome Center		\$ 24,000.00 20 weeks x 40 hrs x 15 x 2 employees
Summer Programs		
<b><u>- Department Oversight</u></b>		
Director	Gene Cronin	In Kind
Maintenance Director	Tyler Clark	
Administration	Trisha Ousby	
Maintenance	Garrett Belanger	
	John Dorghtey	
	Clayton Turner	
	Judy Morneauult	
Janitorial	Andrew Perry	
Programmer	3 to 4 people	
Summer Program Staff		

## MEMO

**To: Matt Sabasteanski, President of Nordic Heritage Ski Club (the Club)**

**From: Erik Hayward, Treasurer of Pineland Farms, Inc. (PFI)**

**Date: February 10, 2022**

**Re: Planning Steps for Nordic Heritage Center and Quoggy Joe**

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Matt, I wanted to outline observations and possible new directions that we think are becoming evident regarding the Nordic Heritage Center (NHC or the facility) as currently operated.

First, we appreciated hearing from the Club board and other folks who came to the meeting on February 1. We also spent time talking with friends in the Presque Isle community to gain other perspectives.

In short, the existing model with the Club as operator does not appear sustainable. As a solution, we want to suggest exploring longer-term facility leadership by engaging with the Presque Isle Recreation Department.

NHC is currently—and the owner wishes for it to remain—a first-class community asset. However, Club governance and operations are falling behind. If prolonged further, that trend will snowball. It will become difficult to keep the place operating.

Here are some observations, first with regard to the many “positives:”

- The care and input by an extraordinary group of volunteer people at NHC continue to be second to none. We saw that last week and thank everyone involved for all they do—the ongoing involvement of many people will be essential under any model.
- The facility has managed to remain open for the community throughout the pandemic—not an easy task for any business or nonprofit. A huge testament to community commitment.
- There are some bright indicators in the financials with regard to sponsorship, membership and other types of revenue categories.
- Interest in four-season usage remains highly encouraging.
- The trails and conditions remain world class. Grooming is excellent; the big machine is relatively new and well maintained. Every person we spoke with loves the programs,

school functions, family atmosphere and healthy access to the outdoors. The building remains in relatively good shape (but with an immediate major capital need, below).

And as was identified at the meeting, these are some of the “negatives:”

- As has been the case for a couple years now and as was explained, there isn’t a community-based Club President or other figure leading overall efforts cohesively. Nor are there viable prospects.
- Difficulties in recruitment of new people indicates that further disintegration of the Club’s structure is likely; there simply are not enough people involved to do all that needs to be done. It is ever more overwhelming for those who remain.
- The website and some other outward-facing public presences have folded, making it difficult for community members to know what is happening at the facility.
- Without leadership, the reality is that the Club is already ceasing to function as an operator in key ways—tasks such as facility planning, financial planning, membership renewals, recruitment, safety oversight etc. will suffer if not fall away.
- **Major facility need:** The exterior steps/grading project is an immediate need that must be prioritized and fixed without delay. The Club has significant cash funds available which should be used to pay for the cost of this work. This is a matter of high urgency; public safety and facility integrity are impacted if left unaddressed. For now, any suspect areas should remain fenced off and clearly marked to keep the public out.

#### Proposed Opportunities for New Approaches

1. We would like to explore changing operation of NHC from the Club model to a Presque Isle Recreation Department model.
2. We would be pleased as owner of the facility to meet with City of Presque Isle or Recreation Department officials about how such an arrangement might work. Ownership of the NHC could remain with PFI for simplicity.
3. Operation, maintenance and oversight of NHC would benefit from the permanence of municipal leadership. Simply stated, it would be tremendously more efficient to combine with ongoing community public recreation efforts rather than try to replicate many of the things that the Recreation Department already does.
4. To offer a vision statement of sorts from the owner: The owner would like to see all the NHC recreational assets utilized by the largest number of people possible and in ways that benefit the community for many years to come.



5. We envision that programs currently offered at the facility by volunteers could continue (and indeed be enhanced) under the Recreation Department model.

6. This discussion also presents a great opportunity to reimagine an updated configuration/use for the biathlon shooting range and bleachers which are no longer in use. For example, converting that area into a large flexible space would make it more accessible for gatherings, events, tents, and perhaps even delivery vehicles. Such changes might add significant new community value. The best time to make those changes would be when the steps/grading project is undertaken.

7. So that the Club is aware, PFI is also currently in discussions with Quoggy Joe leaders to change PFI's long-standing historical arrangement to lease (and thus pay the insurance for) Quoggy Joe. That arrangement was made some 20+ years ago in different circumstances and is no longer applicable. This will have implications for grooming at Quoggy Joe that are still to be determined.

These are obviously all major planning items but I hope it is understood that our intent is to put NHC into the best possible position to remain an excellent community asset for years to come.

**From:** Erik Hayward

**Sent:** Tuesday, March 15, 2022 2:35 PM

**To:** Matthew Sabasteanski

<[msabasteanski@pinelandfarms.org](mailto:msabasteanski@pinelandfarms.org)>; [hccjmc@hotmail.com](mailto:hccjmc@hotmail.com); [R4NIER@hotmail.com](mailto:R4NIER@hotmail.com); [kreed@northernlight.org](mailto:kreed@northernlight.org); [heidikbartley@gmail.com](mailto:heidikbartley@gmail.com); [kgonya@northernlight.org](mailto:kgonya@northernlight.org); [kbartley5@gmail.com](mailto:kbartley5@gmail.com); [myork@growwiththefg.com](mailto:myork@growwiththefg.com); [fieldsrealtyllc@gmail.com](mailto:fieldsrealtyllc@gmail.com); [daverochester14@gmail.com](mailto:daverochester14@gmail.com); [ttowle13@gmail.com](mailto:ttowle13@gmail.com)

**Subject:** RE: City of PI workshop

Dear Members and Friends of the Nordic Heritage Steering Committee,

Since our meeting last month, I shared with you a memo outlining our observations regarding the Nordic Heritage Center, and I attach it here for your reference. Given our concerns over the long-term sustainability of the current club model, we indicated that we should explore an operating arrangement with the City of Presque Isle Recreation Department.

Our goal is for the facility to continue as a well utilized community asset for the foreseeable future, and we believe the Rec. Department is uniquely positioned to be a successful operator. Absent an arrangement with the City, it is difficult to conceive of alternative operating models that could continue to keep the doors open.

The workshop tomorrow, as we understand it, seems to be a natural progression of this discussion. It did come up quickly (I just learned of it on Friday), so I can understand that it may have taken many by surprise. I also recognize that the city needs to go through its process with this, and that could take some time. We are pleased that Gene is being proactive in advancing the idea at the municipal level.

I hope this helps clarify the situation.

Thanks,  
Erik

# **PRESQUE ISLE CITY COUNCIL MEETING**

**For:**

April 6, 2022

**AGENDA ITEM # 29**

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## **SUBJECT**

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**NEW BUSINESS:** Maine Northern Railroad Reuse

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## **INFORMATION**

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- 1) Memorandum
- 2) Maine Northern Railroad Invite
- 3) Maine Northern Railroad Reuse Map
- 4) Maine Legislature Proposed Rail Committee
- 5) Letter of Petition

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## **REQUESTED ACTION**

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**BE IT RESOLVED by Councilor** \_\_\_\_\_ **seconded by**  
Councilor \_\_\_\_\_ **to approve letter of petition to**  
**Commissioner Van Note.**



# *City of Presque Isle, Maine*

The Office of  
City Manager

**Martin Puckett**

Email: [mpuckett@presqueisleme.us](mailto:mpuckett@presqueisleme.us)

## MEMORANDUM

<b>TO:</b>	<b>Honorable City Council</b>
<b>FROM:</b>	Martin Puckett, City Manager
<b>DATE:</b>	March 28, 2022
<b>RE:</b>	<b>Maine Northern Railroad Reuse</b>

The City of Caribou started the discussion of the Railroad Reuse as part of a riverfront renaissance initiative and invited communities for a discussion on a concept for a Regional Multi-Purpose Recreational Corridor stretching from Limestone to Presque Isle. The first meeting (via Zoom) was held in mid-March and communities were supportive of the concept to reuse the railbed as a multiuse corridor. The concept is still in the beginning stages, but I believe the city should continue to be involved and support the project.

To start the discussion of a project with MDOT, I have drafted a letter of petition to urge MDOT to form a Rail Corridor Use Advisory Council with the intent of reviewing this specific project.

- LD 1133 An Act to Amend the Transportation Laws (Rail Reuse Legislation) outlines the procedure to form a Reuse Advisory Council comprised of regional representatives, legislative delegation and industrial concerns and facilitated by MDOT. This procedure could last as long as 9 months and may yield only interim reuse.
- The concept of a Maine Northern Railroad Reuse Coalition was introduced as the best way to approach and engage the Maine Department of Transportation, Rail division.
- The railroad corridor is currently leased from Maine Department of Transportation by Maine Northern Railway, an Irving Lands subsidiary, connects Presque Isle, Caribou, Fort Fairfield, and Limestone together via rail. Regular rail service, however, has not been offered past Maysville Street in Presque Isle for over two years, service to Caribou has not been offered for a decade and not since the mid 1990's to Fort Fairfield and Limestone.

Recommended Motion: To support the letter of petition for the formation of a Rail Corridor Use Advisory Council.



January 10, 2022

Re: Caribou Riverfront Renaissance

Greetings and Happy New Year 2022.

We would like to take this opportunity to communicate to our neighboring communities the City of Caribou's Ambitious Riverfront Redevelopment initiative.

Caribou is working to restore an historical and once vibrant area of our community concentrating on mixed land use, commercial and residential, and public use trails, and common spaces.

As we begin the task of drafting our Master Plan, we've realized that our focus area is not only of concern to our community but also of interest to our neighbors in Central Aroostook County in that our Riverfront Redevelopment District features the Aroostook River and the railroad corridor currently run by Main Northern Railway. Both features link our communities in many ways.

The Counties name's sake river runs unblocked from Presque Isle just North of "The Reach" to the hydroelectric dam at Lower Lyndon Street in Caribou and from there through Fort Fairfield and into Canada at Four Falls, New Brunswick past Little Tinker Dam offering excellent recreational, and water related opportunities.

The railroad corridor currently leased from Maine Department of Transportation by Maine Northern Railway, an Irving Lands subsidiary, connects Presque Ilse, Caribou, Fort Fairfield, and Limestone together via rail. Regular rail service, however, has not been offered past Northeast Paving on the Reach Road in Presque Isle to Caribou for a decade and not since the mid 1990's to Fort Fairfield and Limestone.

This rail corridor not only connects our communities, but it also bisects the Caribou Riverfront Development District. As we contemplate possible reuse of this area we can envision possible restored rail service, a coinhabited or interim rail/multi use trail system or possibly a more traditional "rails to trails" application allowing a recreational use connection to the communities in Central Aroostook County and beyond.

As we weigh our options for the renaissance of this area of our community, we would like to invite our neighboring communities into the conversation so that we may better understand your needs and vision for the regional impact of this project and gage your support for this project.

The Caribou Riverfront Renaissance Committee will be reaching out individually to you but if you would like to learn more about our initiative or offer us any insights regrading a project of this scope please feel free to call us at 493-5967 and ask for Ken or email at [kmurchison@cariboumaine.org](mailto:kmurchison@cariboumaine.org).

Best Regards always

Kenneth Murchison, Jr.

## **Notes**

### **Maine Northern Railroad Reuse 10:00 am March 11, 2022 Zoom meeting**

Representatives met via Zoom to open a dialogue regarding the possible reuse of portions of the Maine Northern Railroad. Present were Andrea Powers, Fort Fairfield Town Manager, Tara Henderson, Limestone Town Manager, Donna Turner, Washburn Town Manager, Galen Weibley, City of Presque Isle Director of Community and Economic Development, Steve Levesque, Consultant for Loring Development Authority (LDA), Carl Flora, President and CEO for LDA, Penny Thompson, Caribou City Manager, Mark Draper, Chair Caribou Riverfront Renaissance Committee (CRRC), Dan Bagley, CRRC, Ken Murchison, Caribou CEO and staff for CRRC.

- I. Ken Murchison invited participants into the Zoom Meeting at 10:00 am and welcomed all, brief introductions were made.
- II. Murchison went on to describe the Premise of this meeting of central Aroostook communities' leaders by describing in brief the Caribou Riverfront Renaissance initiative and then the revelation that Caribou's local project was connected to Central Aroostook via the Aroostook River and importantly the Maine Northern Railroad corridor and how that revelation and caribou's desire to reuse sections of this transportation corridor would be a common desire of our neighboring communities. The concept of a Regional Multi-Purpose Recreational Corridor was shared with the group.
- III. Participants were asked to share potential visions, goals, and priorities of our respective communities.

Though Andrea Powers was pulled away from the meeting, in an earlier conversation she expressed the economic benefits to Fort Fairfield and the region as a whole, of enhancing our recreational trail system.

Tara Henderson sighted the interest by the local snow mobile club's interest in extending their trail system in Limestone along the Railroad ROW.

Donna Turner initially questioned her part in this forum but did state that an enhanced and extended trail system in Central Aroostook would be beneficial for her local club and existing trail system resulting in a positive economic impact on her community.

Galen Weibley, sitting in for Martin Puckett City Manager for Presque Isle, explained that rail traffic still serves portions of Presque Isle as far North as Maysville Street but could see the benefit of a recreational corridor and told of a rail reuse in his hometown region utilizing pedal rail vehicles over existing railroad corridor on remaining rails.

Steve Levesque stated that it has long been the LDA's plan to reestablish railroad service to the former Airforce Base but could see the benefit of the planning process for reuse potential. Later when Carl Flora joined the Zoom he stated likewise and regarding the reuse study, "everyone should put all their cards on the table (paraphrased)".

Mark Draper and Dan Bagley repeated Caribou's vision of a Regional Multiuse Recreational Corridor with reuse of the former siding in Caribou for common space, parks, and business attraction and cited the benefit from approaching this reuse issue as a united group.

- IV. The concept of a Maine Northern Railroad Reuse Coalition was introduced as the best way to approach and engage the Maine Department of Transportation, Rail division. The CRRC had already met with Nate Moulton MDOT Rail Freight Division who outlined the process of a reuse Commission.
- V. LD 1133 An Act to Amend the Transportation Laws (Rail Reuse Legislation) was included in our attached documents. This legislature outlines the procedure to mount a Reuse Advisory Council comprised of regional representatives, legislative delegation and industrial concerns and facilitated by MDOT. This procedure could last as long as 9 months and may yield only interim reuse.

Discussion ensued on what exactly what this reuse would look like. Mark Draper added that the reuse could be unique for each community according to their vision. Snowmobile and ATV trails could be the focus for some and for others this application may be appropriate for the rural areas while biking and pedestrian uses may be a better application in the more urban areas, but each community can have their goals represented.

- VI. On parting Galen Weibley stated that he could not make the decision as to joining a coalition but that this would be a Council decision. There was general agreement that Selectman and Council support would be required to form this partnership and would carry more weight when we move to engage MDOT in the formation a Reuse Council.

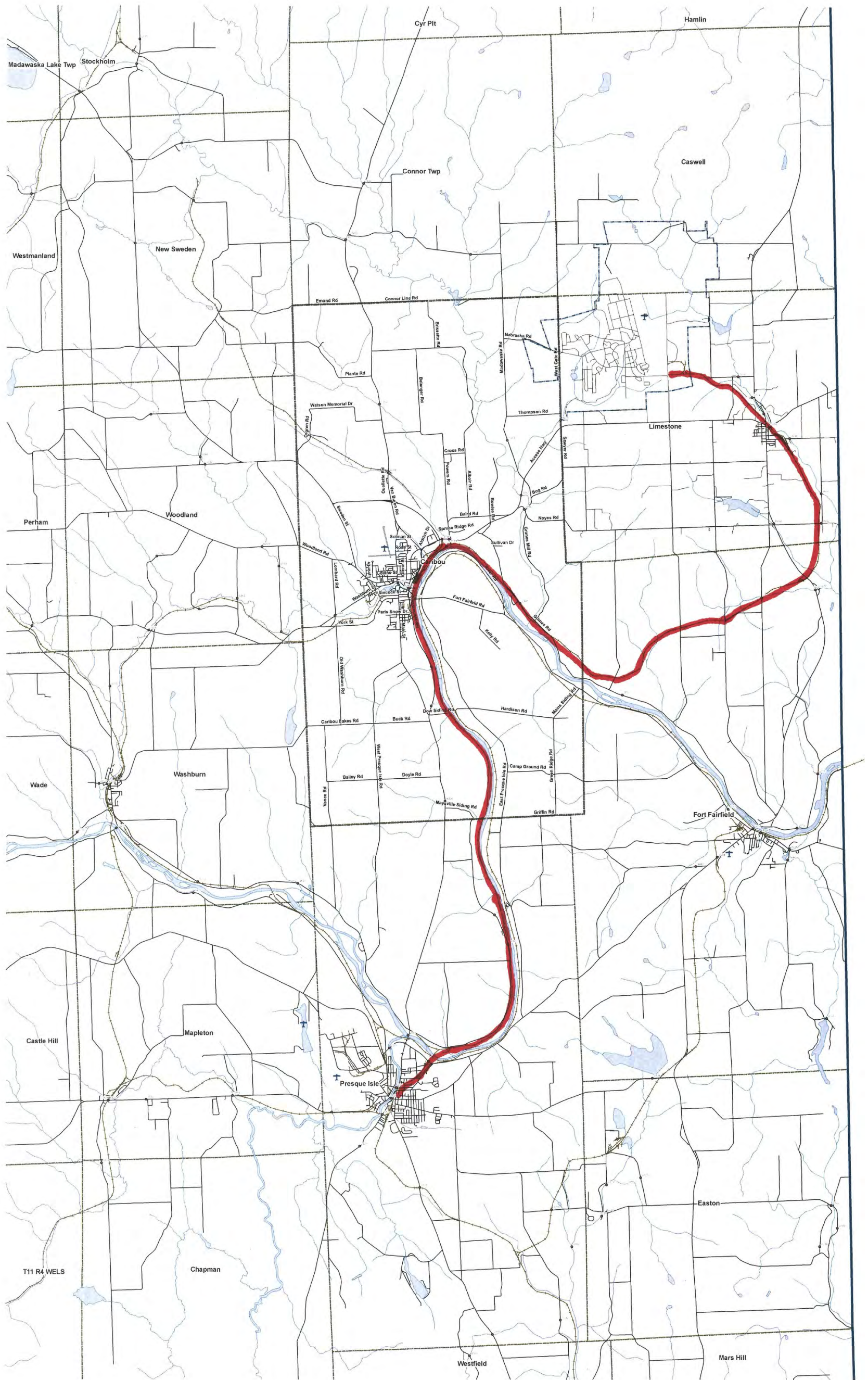
Ken Murchison said that he would attempt general language for seeking Select Board and Council approval for the formation of our Central Aroostook Maine Norther Railroad Reuse Coalition.

- VII. Adjournment at 10:45 am.

Respectfully Submitted,

Kenneth Murchison, Jr.









# 130th MAINE LEGISLATURE

## FIRST REGULAR SESSION-2021

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**Legislative Document**

**No. 1133**

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H.P. 811

House of Representatives, March 22, 2021

### **An Act To Amend the Transportation Laws**

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Submitted by the Department of Transportation pursuant to Joint Rule 204.

Received by the Clerk of the House on March 18, 2021. Referred to the Committee on Transportation pursuant to Joint Rule 308.2 and ordered printed pursuant to Joint Rule 401.

A handwritten signature in cursive script that reads "Robert B. Hunt".

ROBERT B. HUNT  
Clerk

Presented by Representative MARTIN of Sinclair.

1       **Be it enacted by the People of the State of Maine as follows:**

2       **Sec. 1. 23 MRSA §73, sub-§7**, as enacted by PL 2011, c. 610, Pt. B, §2, is amended  
3       to read:

4       **7. Priorities, service levels, capital asset management goals and reporting.** The  
5       Department of Transportation shall classify the State's public highways as Priority 1 to  
6       Priority ~~6~~ corridors 5 using factors such as the federal functional classification system,  
7       regional economic significance, heavy haul truck use and relative regional traffic volumes.  
8       The department shall also establish customer service levels related to safety, condition and  
9       serviceability appropriate to the priority of the highway, resulting in a system that grades  
10      each highway as ~~Excellent~~, Good, Fair, or Poor ~~or Unacceptable~~.

11      To provide a capital transportation program that is ~~geographically balanced and that~~  
12      ~~addresses urban and rural needs~~ meets customer expectations and transportation system  
13      needs, the department shall include the following goals as part of its ~~capital improvement~~  
14      ~~plans and program delivery~~ asset management and work plan preparation. The goals are  
15      to:

16           A. ~~By 2022, improve all Priority 1 and Priority 2 corridors so that their safety,~~  
17           ~~condition and serviceability customer service level equals Fair or better;~~

18           A-1. Maintain Priority 1 highways in accordance with the department's federally  
19           required transportation asset management plan and the department's customer service  
20           measures so that no more than 15% of the highways are rated as Poor;

21           B. ~~By 2027, improve all Priority 3 corridors so that their safety, condition and~~  
22           ~~serviceability customer service level equals Fair or better;~~

23           B-1. Maintain Priority 2 and Priority 3 highways so that no more than 15% of the  
24           highways are rated as Poor; and

25           C. ~~By 2017, implement a pavement program for all Priority 4 corridors that maintains~~  
26           ~~their ride quality customer service level at Fair or better;~~

27           D. ~~Continue the light capital paving program on a 7-year cycle for Priority 5 corridors~~  
28           4 highways outside compact areas as defined in section 754; and.

29           E. ~~By 2015, develop and implement a similar asset priority and customer service level~~  
30           ~~system of measurement for all major freight and passenger transportation assets owned~~  
31           ~~or supported by the department, including capital goals.~~

32      The department shall report to the joint standing committee of the Legislature having  
33      jurisdiction over transportation matters by March 1st of each odd-numbered year  
34      quantifying ~~progress realized and time that has elapsed since the goals were established~~ the  
35      status of each of the goals. The department shall recommend any remedial actions,  
36      including additional funding or revisions to the goals, that the department determines to be  
37      necessary or appropriate.

38      **Sec. 2. 23 MRSA §75** is enacted to read:

39      **§75. Rail corridor use advisory councils**

40      **1. Purpose.** Upon petition by one or more governmental entities that represent  
41      communities along a state-owned rail corridor in which the department controls the right-

1 of-way requesting the department to review a nonrail recreational or nonrecreational  
2 transportation use of that rail corridor, the Commissioner of Transportation, for each  
3 petition received, shall notify the joint standing committee of the Legislature having  
4 jurisdiction over transportation matters and may establish a rail corridor use advisory  
5 council, referred to in this section as "a council," to facilitate discussion, gather information  
6 and provide advice to the commissioner regarding future use of the rail corridor identified  
7 in the petition. The council shall review and make recommendations on the likelihood,  
8 benefits and costs of potential uses of the rail corridor, including, but not limited to, rail  
9 use, trail use or bikeways. Any nonrail use of a rail corridor must be considered by a  
10 council to be interim in nature, and all such rail corridors must be preserved for future rail  
11 use as provided in chapter 615.

12 **2. Membership.** The Commissioner of Transportation shall invite at least 9 and no  
13 more than 15 persons to serve on a council. Membership may include:

14 A. The Commissioner of Transportation or the commissioner's designee;

15 B. The Commissioner of Agriculture, Conservation and Forestry or the commissioner's  
16 designee;

17 C. The Commissioner of Economic and Community Development or the  
18 commissioner's designee;

19 D. The Commissioner of Health and Human Services or the commissioner's designee;

20 E. One or more members representing other state agencies;

21 F. One member representing a statewide tourism organization or a regional tourism  
22 organization of the geographic area containing the rail corridor;

23 G. One member representing a chamber of commerce or other regional or local  
24 economic development entity of the geographic area containing the rail corridor;

25 H. One member representing an organization advocating for rail use or preservation;

26 I. One member representing an organization advocating for recreational trail use or  
27 advocating for bicyclist or pedestrian interests; and

28 J. One or more municipal officials or staff from municipalities located on the rail  
29 corridor.

30 **3. Meetings; chair.** The Commissioner of Transportation shall designate the chair of  
31 a council. The department shall provide staff support to the council. The council may adopt  
32 bylaws and other policies to effectively govern its proceedings. The council shall meet at  
33 the call of the chair and shall hold a minimum of one public hearing located in the  
34 geographic area along the rail corridor for which the council was formed.

35 **4. Report.** Within 9 months of convening its first meeting, a council shall submit a  
36 report to the Commissioner of Transportation on its findings and recommendations  
37 regarding the use of the rail corridor, including majority and minority reports if necessary.  
38 Upon conclusion of the council's work, the Commissioner of Transportation shall disband  
39 that council.

40 **Sec. 3. 23 MRSA §157, first ¶**, as amended by PL 2009, c. 265, §2 and affected by  
41 §3, is further amended to read:

1 The Department of Transportation or any party or parties aggrieved by an award by the  
2 State Claims Commission may appeal to the Superior Court in the county where the land  
3 is situated within 30 days from the date of issuance of the commission award. This appeal  
4 is de novo and is taken by filing a notice of appeal with the clerk of the commission. The  
5 landowner claiming damages in excess of those paid by the department is denominated  
6 plaintiff and shall file a complaint setting forth substantially the facts upon which the case  
7 will be tried like other civil cases. The party appealing must provide a copy of the  
8 complaint to be filed in the Superior Court notice of appeal to the other party or parties  
9 within the same 30 days.

10 **Sec. 4. 23 MRSA §7107**, as enacted by PL 2003, c. 498, §4, is amended to read:

11 **§7107. Dismantling of state-owned track or other nonrail use**

12 Except as provided in this section, the Department of Transportation may not dismantle  
13 or change state-owned track for a nonrail use or contract with a state agency or private  
14 entity for the dismantling or changing of state-owned track for a nonrail use. When the  
15 department, in consultation with a regional economic planning entity and a regional  
16 transportation advisory committee established in accordance with rules adopted under  
17 section 73, subsection 4, determines that removal of a specific length of rail owned by the  
18 State will not have a negative impact on a region or on future economic opportunities for  
19 that region, the Commissioner of Transportation shall seek review by the joint standing  
20 committee of the Legislature having jurisdiction over transportation matters prior to  
21 removal.

22 The Department of Transportation may not convert a state-owned rail corridor in which  
23 the department controls the right-of-way to a nonrail recreational or nonrecreational  
24 transportation use without following the rail corridor use advisory council process  
25 established under section 75 and without legislative approval. If the Commissioner of  
26 Transportation receives a report from a rail corridor use advisory council established under  
27 section 75 that includes a recommendation of track removal or other change for nonrail use  
28 and the commissioner concurs with that recommendation, the commissioner shall seek  
29 legislative approval of the recommendation by submitting legislation to the joint standing  
30 committee of the Legislature having jurisdiction over transportation matters prior to track  
31 removal or the other change for nonrail use. Legislation submitted under this section must  
32 include language stating that any track removal or other change for nonrail use is  
33 considered interim in nature and that the rail corridor will be preserved for future rail use  
34 as provided under this chapter.

35 **Sec. 5. 29-A MRSA §101, sub-§63-C** is enacted to read:

36 **63-C. Rotary.** "Rotary" means a type of circular intersection with a large diameter  
37 and straight entries in which traffic circulates counterclockwise around a center traffic  
38 island.

39 **Sec. 6. 29-A MRSA §101, sub-§63-D** is enacted to read:

40 **63-D. Roundabout.** "Roundabout" means a type of circular intersection with curved  
41 entries in which traffic circulates counterclockwise around a center traffic island.  
42 "Roundabout" includes a mini-roundabout with a traversable island.

43 **Sec. 7. 29-A MRSA §2053, sub-§3, ¶A**, as enacted by PL 1993, c. 683, Pt. A, §2  
44 and affected by Pt. B, §5, is amended to read:



1 A. At a roundabout, traffic circle or rotary; or

2 **Sec. 8. 29-A MRSA §2053, sub-§6**, as repealed and replaced by PL 2003, c. 452,  
3 Pt. Q, §33 and affected by Pt. X, §2, is amended to read:

4 **6. Traffic circles, roundabouts or ~~rotary intersections~~ rotaries.** The operator of a  
5 vehicle:

6 A. Approaching a traffic circle, roundabout or rotary ~~intersection~~ shall yield the right-  
7 of-way to a vehicle already within the traffic circle, roundabout or rotary ~~intersection~~  
8 unless otherwise regulated by a law enforcement officer or by traffic control devices;

9 B. Entering ~~and passing, circulating~~ around and exiting a ~~rotary or~~ traffic circle,  
10 roundabout or rotary may drive only to the right of the center traffic island of a  
11 roundabout, mini-roundabout, rotary or traffic circle and shall yield the right-of-way to  
12 a vehicle on the operator's left; ~~and~~

13 C. May not drive on or across the center part of a rotary, roundabout or traffic circle,  
14 except that the wheels of a semitrailer or trailer may cross the center part as long as the  
15 wheels of the towing vehicle do not cross the center part-, or, in the case of a mini-  
16 roundabout, may drive across a traversable center traffic island only if the operator is  
17 operating a combination vehicle or a bus;

18 D. May not travel in a traffic circle, roundabout or rotary beyond 2 exit points in the  
19 outside lane; and

20 E. Shall obey all signs and markings on the pavement lawfully placed at the traffic  
21 circle, roundabout or rotary.

22 **Sec. 9. 30-A MRSA §6006-G, sub-§1**, as amended by PL 2011, c. 610, Pt. B, §3,  
23 is further amended to read:

24 **1. Establishment; purposes.** The TransCap Trust Fund, referred to in this section as  
25 "the fund," is established in the custody of the bank to provide transportation capital  
26 investment for the Department of Transportation and municipalities in accordance with this  
27 section. The purpose of the fund is to provide financial assistance for the planning, design,  
28 acquisition, reconstruction and rehabilitation of transportation capital improvements of all  
29 modes including improvements that will forward the ~~capital~~ asset management goals set  
30 forth in Title 23, section 73, subsection 7.

31 **Sec. 10. 30-A MRSA §6006-G, sub-§4, ¶B**, as amended by PL 2011, c. 610, Pt.  
32 B, §4, is further amended to read:

33 B. To guarantee or insure, directly or indirectly, the payment of notes or bonds issued  
34 or to be issued by the State for the purpose of financing capital improvements that will  
35 forward the ~~capital~~ asset management goals set forth in Title 23, section 73, subsection  
36 7;

## 37 SUMMARY

38 This bill makes the following changes to the transportation laws.

39 1. It revises the priority classifications and goals for the State's public highways.

40 2. It authorizes the Commissioner of Transportation to convene a rail corridor use  
41 advisory council to advise and make recommendations each time one or more

1 governmental entities that represent communities along a state-owned rail corridor request  
2 that the Department of Transportation review a nonrail recreational use or nonrecreational  
3 transportation use of that rail corridor. It also prohibits the department from dismantling  
4 or making changes to state-owned railroad track for a nonrail use without going through  
5 the advisory council process and obtaining legislative approval.

6 3. It amends the law governing appeals to awards made by the State Claims  
7 Commission to clarify the appeals filing process.

8 4. It defines "roundabouts" and includes them in the laws governing the use of traffic  
9 circles and rotaries.



# *City of Presque Isle, Maine*

The Office of  
City Manager

**Martin Puckett**

Email: [mpuckett@presqueisleme.us](mailto:mpuckett@presqueisleme.us)

April 6<sup>th</sup>, 2022

Bruce A. Van Note  
Maine Department of Transportation Commissioner  
16 State House Station,  
Augusta, ME 04333-0016

Commissioner Van Note,

Communities in Central Aroostook County have joined into a coalition focused on the reuse potential for portions of the Maine Northern Railroad Corridor.

The City of Presque Isle supports engaging Maine Department of Transportation in the formation of a Rail Corridor Use Advisory Council, as defined by L.D. 1133, An Act to Amend the Transportation Laws.

It is our understanding that the council would, upon petition, review and make recommendations on the likelihood, benefits and cost of potential uses for portions of the Maine Northern Railroad Corridor in Central Aroostook County.

We thank you in advance for your time and attention to this matter.

Sincerely,

Martin Puckett  
City Manager

# **PRESQUE ISLE CITY COUNCIL MEETING**

**For:**

April 6, 2022

**AGENDA ITEM # 30**

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## **SUBJECT**

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**NEW BUSINESS:** Public Works Reserve Funds

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## **INFORMATION**

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1) Memorandum

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## **REQUESTED ACTION**

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**BE IT RESOLVED by Councilor \_\_\_\_\_** seconded by Councilor \_\_\_\_\_ to approve the expenditure of \$39,000 from the Street Overlay Reserve to cover the shortfall for chip sealing of roads and the expenditure of an additional \$61,000 from the Street Overlay Reserve for asphalt paving.





## City of Presque Isle, Maine

The Department of  
Public Services

**Dana H. Fowler, P.E.**

Email: [dfowler@presqueisle.me.us](mailto:dfowler@presqueisle.me.us)

### MEMORANDUM

<b>TO:</b>	City Council and City Manager Martin Puckett
<b>FROM:</b>	Dana H. Fowler, P.E., Director of Public Services <i>DHF</i>
<b>DATE:</b>	March 25, 2022
<b>RE:</b>	Agenda Item: Approve Public Works Reserve Funds

Bids for asphalt paving and chip sealing were opened on March 23, 2022. Prices for asphalt were higher than budgeted for in the 2022 budget due to the higher costs for labor, propane, diesel fuel, and liquid asphalt incurred by the paving contractors. The estimated shortfall in the budgeted amount for paving is approximately \$61,000.

No bids were received for chip sealing. At the time this memo is being written, various options are still being evaluated for chip sealing, but it is estimated that the shortfall in the budget for chip sealing roads will be approximately \$39,000 if we are able to procure a contractor for chip sealing. If chip sealing is not an option this year, a paving surface known as Low Capital Paving (LCP) may be pursued.

We are requesting approval from the City Council at this time to take funds from the Street Overlay Reserve in the amount of \$39,000 to cover a possible shortfall for chip sealing in the asphalt line item (009-09-04) of the Public Works budget. We are also requesting the City Council to approve an additional \$61,000 for asphalt paving that would be expended, if necessary, from the Street Overlay Reserve account. These adjustments would be made at year end by the Finance Director only if needed to balance the department budget.

### RECOMMENDATION

Be it resolved by \_\_\_\_\_ and seconded by \_\_\_\_\_ to approve the expenditure of \$39,000 from the Street Overlay Reserve to cover any shortfall for chip sealing of roads and the expenditure of an additional \$61,000 from the Street Overlay Reserve for asphalt paving.

# **PRESQUE ISLE CITY COUNCIL MEETING**

**For:**

April 6, 2022

**AGENDA ITEM # 31**

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## **SUBJECT**

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**NEW BUSINESS:** Downtown Façade Program Draft  
Application

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## **INFORMATION**

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- 1) Memorandum
- 2) Application

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## **REQUESTED ACTION**

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**FOR DISCUSSION**

## MEMORANDUM

<b>TO:</b>	<b>City Councilors &amp; Martin Puckett, City Manager</b>
<b>FROM:</b>	Galen Weibley, Director of Economic & Community Development
<b>DATE:</b>	March 25, 2022
<b>RE:</b>	<b>Draft Downtown Façade Program Application Form &amp; Rules</b>

It is my pleasure to submit for your view the draft application form with accompanying rules/design guidelines that PIDECD staff and the Downtown TIF Advisory Committee (DTAC) reviewed at their March 21, 2022 meeting.

While finding is still a question for the Council, we want to be prepared in advance of the outpouring interest from downtown merchants and property owners.

### **Overview of the Downtown Façade Program Pilot**

This application form is a fillable PDF that requests landlord permission for commercial tenants. All properties wishing to apply must be within the boundary map on page 7. Applicants must not be tax-exempt unless they have a PILOT with the City. Below is a brief bullet points of features in the form and program booklet:

- ✓ Max contribution by the City is 50% of project costs up to \$25,000.00 (Project \$50,000.00)
- ✓ Term of loan is ten (10) years no payment or interest that starts at completion of project
- ✓ Repayment required at a pro-rated rate (10% per year) if property sold
- ✓ Collateral on building required for loans issued above \$5,000.00
- ✓ Projects under \$4,999.99 will require permission to payback (unsecured)
- ✓ Applicants will be scored on Page 8 for level of rehabilitation, aesthetic improvement, project visibility, potential community impact & applicant's match
- ✓ Projects scored by PIDECD Staff will be chosen by the Presque Isle Development Fund who reviews the listing and scoring offering a final recommendation for Council approval.
- ✓ Applicants encouraged and receive additional score points if Presque Isle Historical Society supplies a certificate of appropriateness for potential projects
- ✓ Awardees will be reimbursed for projects costs by submitted paid invoices with receipts
- ✓ Requires documentation of before & after photos for properties to highlight impact

**Action Requested:** At this point, staff would like to receive feedback from the Council on this application and draft program. Please let us know how you wish to proceed or if there should be changes made.

Should you have any question, please do not hesitate to contact me in advance of the meeting.

# Presque Isle Downtown Façade Loan Program

## APPLICATION



Contact: Galen Weibley  
PI DECD  
12 Second Street  
Presque Isle, ME 04769  
207-760-2727  
[gweibley@presqueisleme.us](mailto:gweibley@presqueisleme.us)

### APPLICANT INFORMATION

Name:
Phone:
Referred by:

### FOR OFFICE USE ONLY

Application Date:	
Approval Date:	Amount:
Tax ID number:	

### PROPERTY OWNER INFORMATION

Name:	Years Owned:	
Address:	Phone:	
City:	State:	Zip:
Type of Ownership:	Email:	

Owner's Signature-Improvements Approved:

### BUSINESS AND / OR PROJECT INFORMATION

Name of Business:	Business / Project Owner's Name:	
Address:	Phone:	
City:	State:	Zip:
Type of Business:	Upper floor use (if applicable):	

### PROPOSED IMPROVEMENTS

Storefront Improvements:	
Upper Façade Improvements:	
Other Improvements:	
Estimated Cost of Eligible Improvements:	Loan Amount Requested:

Check appropriately:

☐ I own the property in consideration ☐ I lease the property in consideration

I have read the Downtown Façade Loan Program and Design Guidelines. I understand that if the proposal is approved, I will make the above improvements to the property within the specified time allowed.

APPLICANT'S SIGNATURE:

DATE:





# Presque Isle Downtown Façade Loan Program

## INTAKE SHEET

### Applicant Information

Company Name \_\_\_\_\_

Name of Individual: First \_\_\_\_\_ Middle Initial \_\_\_\_\_ Last \_\_\_\_\_

Contact Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

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Estimated Date of Completion: \_\_\_\_\_

Additional Description of Work (*attach design plans if applicable*):

### *This Section for Office Use Only:*

#### Submittals:

- |   |                              |                          |
|---|------------------------------|--------------------------|
| <input type="checkbox"/> Photos ( <i>Before and After improvement if applicable</i> ) | Color samples                | <input type="checkbox"/> |
| <input type="checkbox"/> Cost Estimates   | Material samples             | <input type="checkbox"/> |
| <input type="checkbox"/> Design Plans ( <i>if applicable</i> )                        | Façade Maintenance Agreement | <input type="checkbox"/> |
| <input type="checkbox"/> Quotes for completion  | Additional Information       | <input type="checkbox"/> |
| <input type="checkbox"/> Written approval from owner (if different from applicant)    |                              |                          |

APPLICANT'S SIGNATURE:



DATE:

## Program Guidelines

The **PURPOSE** of the Facade Loan Program is to encourage the revitalization of building facades and to improve the aesthetics of the City's Downtown Business District with a forgivable loan assistance through the Presque Isle Development Fund, for the City of Presque Isle, Maine.

### Eligibility Requirements

Please check each box to indicate acceptance of the eligibility requirement. Work that does not comply with the eligibility requirements is subject to reduction or retraction of award.

- ☐ All projects must be located within the established Downtown Business District Map (see map enclosed)
- ☐ All work must be done on a street facing side of an existing building
- ☐ All work must be done on the exterior of the building and result in a publicly visible improvement.
- ☐ The Building may be Existing or New Construction ("New" is a completely new structure on a clear site completed within the award period)
- ☐ All work must be in compliance with approved Building and Fire Codes
- ☐ All work must be appropriate according to the Downtown Façade Loan Program's design guidelines.
- ☐ Project Cost must exceed \$1,000 to be considered for a façade grant.
- ☐ Live and work studios should be classified as a commercial or mixed use building. Staff will conduct a site visit.
- ☐ Routine maintenance such as painting, masonry, signage and lighting must be part of a larger renovation project.
- ☐ New construction projects are eligible to apply for enhancements to the original design including upgraded materials, etc.
- ☐ Property owner must agree to maintain the property upon completion of the work.

### Projects that are not Eligible

The following types of Projects or Properties are not eligible for the Downtown Façade Grant Program:

**Projects/work completed prior to the last funding year (generally before April of the prior year)**

**Tax delinquent property (unless have PILOT)**

**Property whose owner has any other tax delinquent property**

**Tax Exempt Property**

**Property in litigation**

**Property in condemnation or receivership**

**Properties purchased from the city may be considered on a case by case basis**

**National Franchises or Retail Chain Stores**

**Work on the rear or unseen roof of the building is not eligible for a façade grant.**

**Downtown Façade Loan funds cannot be used to correct outstanding code violations, for property damaged by collision, acts of nature or occurrences covered by insurance.**

**Landscaping, Fences & Gates not integral to the façade of the building**

**Security systems**

**Air Conditioning and Heating Upgrades**

**Interior tenant finish or other interior work**

**Individual signage that is not part of a larger rehabilitation project**

## Program Guidelines

### General Criteria

For a period of one year after the establishment of the program by the City Council, façade improvement loans will be available for properties located within the established Downtown Business District. After the first year, the program will be evaluated for potential continued funding and expansion to other areas within the City.

**The Downtown Façade Loan program will be able to fund up to a 50% match up to \$25,000.00 of the total project costs. The loan will be forgivable in a period of ten (10) years upon completion of project.**

**Collateral will be required for projects exceeding \$5,000.00 in funds requested. Project funds requested less than \$4,999.99 will require execution of a promise to pay back agreement with the City should tenant/owner move or sell property. The Development Fund Trustees may offer additional funds through other low interest loan programs under their management for project improvements not eligible under this program.**

Plans for rehabilitation of structures should respect the architectural integrity of the entire building and the neighboring streetscape.

Materials that are compatible in quality, texture, finish and dimension to those previously approved projects in the district are encouraged.

Façade loans are not intended to be a partial solution to building in obvious disrepair and neglect. For these properties, the applicant must show a comprehensive proposal for the entire building's rehabilitation that would meet the current building and zoning codes in order to bring the property into occupied condition.

Tenants may qualify for funding with the written consent of the owner of the building.

**The City of Presque Isle/Development Fund Façade Loan Review Committee will not be a party in negotiations between the applicant and contractors employed by the applicant. The applicant agrees to hold the aforementioned harmless of an defects in workmanship, liability, damages, or other costs relative to the project.**

### Goals of the Program

It is hoped that in addition to preserving the building facades, the program will:

- ❖ Provide an incentive for complete rehabilitation of the structures and construction of new structures in harmony with the character of the district.

**Rehabilitation means the process of returning a property to a state of utility, through repair or alteration, which makes possible an efficient, contemporary use while preserving those portions which are significant to its historic, architectural and cultural values.**

- ❖ Maintain a quality image consistent with the character of the surrounding area and the Downtown Design Guidelines for any New construction.
- ❖ Encourage the use of historic and architecturally significant commercial buildings in a manner that would continue to draw the public to the downtown.
- ❖ Increase the investment in downtown and raise cultural & economic importance of the downtown community.
- ❖ Eliminate blighting influences and prevent deterioration of commercial properties in the Downtown Business District
- ❖ Conserve important existing building stock.

## Program Guidelines

### Application Review

PI DECD Staff will determine if the application package that is submitted is sufficiently complete to review, and will forward the application to the Presque Isle Development Fund Trustees (PIDF).

The PIDF Trustees will meet 30-days after the application deadline to review and score the applications. All applications are reviewed on a competitive basis. Eligible application packages are due before the **April 30, 2022 deadline**.

The application package will be reviewed by the PIDF to determine whether the project should receive a loan and determine the amount of the award. In making the determination, the committee will consider the following factors and will score higher those projects that are in a priority area or show additional efforts to meet the following criteria:

**Will the project foster the use of the ground-floor storefront space as retail-dining-service-entertainment space which encourages pedestrians to look inside through windows?**

**Will the project preserve any original architectural features which remain?**

**Will the project eliminate/correct previous remodeling which has covered up original architectural features?**

**Will the improvements employ new materials in ways which don't obscure the building's original character (i.e. vinyl, aluminum or stucco or other treatment over unpainted brick.)?**

**Will the project improve the entire building frontage on the street (particularly the front façade)?**

**Will the materials used in the improvement have lasting durability?**

**Will the project substantially leverage more property investments than the required matching amount of the grant?**

**Will the grant result in an improvement that would not be made otherwise?**

**Does the project comply with the Downtown Façade Loan Program's Design Guidelines?**

### Required Materials for Application

*Application packages must include enough documentation to illustrate the visual impact of the project and its costs. **Failure to provide required information will delay the review process.** The items submitted should include:*

- ☐ **A completed application form**
- ☐ **Written consent from property owner giving permission to conduct façade improvements.**
- ☐ **Color photographs of existing conditions (before and after if applicable)**
- ☐ Samples of materials and colors to be used
- ☐ Any other documentation necessary to illustrate the visual impact of the proposed project completion schedule.
- ☐ **Submit quotes from licensed contractors for the proposed work.** In lieu of quotes receipts for work completed from same will be accepted. These proposals should give detailed information about the work to be done, the costs, and the project completion schedule
- ☐ Owners or merchants who are in contracting business and intend to perform work on their own properties or businesses, must furnish at least one quote other than their own to be done.
- ☐ Owners and merchants may also perform work on their own buildings; however, they will not be reimbursed for their time while acting as contractor and/or installing material. **Material costs are reimbursable; however, documentation must be produced for the expense.**
- ☐ **Completed Façade Maintenance Agreement**
- ☐ **PI Historical Society Certificate of Appropriateness (if applicable)**



## Program Guidelines

### Award Reimbursement

Reimbursement shall be limited to no more than 50% of the total cost of eligible improvements, not to exceed \$25,000 per building. All necessary government approvals, building permits, and taxes are not eligible items for reimbursement excluding a sign permit.

Projects involving minor improvements to a single 25' wide storefront are typically awarded a maximum of \$5,000.

#### Application Timeline:

- ❖ **April 30-** Applications Due for **May Review**
- ❖ **May 16** - The PIDF meets to finalize award recommendations & staff scoring
- ❖ **June 1** - Council holds public hearing and takes action on PIDF recommended projects
- ❖ **Approx. 1 Week following Council Approval** - Awards announced and monies begin eligibility for reimbursement for project costs

The PIDF Trustees reserves the right to refuse reimbursements in whole or in part for work that:

- Does not conform to the program design guidelines.
- ***Do not conform to the proposals submitted with your application and approved by the PIDF***
- Are not commensurate with the workmanship and cost customary to the industry
- Are not completed within 6-months. Since the PIDF Trustees cannot reserve funds indefinitely, your loan may be subject to cancellation if not completed or significant progress hasn't been made by the completion date. ***Request for extensions will be considered only if made in writing and progress towards completion has been demonstrated to Presque Isle Department of Economic & Community Development Staff.***

### Required Materials for Reimbursement

City DECD Staff will inspect work to ensure that it complies with the approved plans. Upon completion please contact the PI DECD at (207) 760-2770 for an inspection. ***Any changes to the approved plan will require a written request from the applicant and approval by the PIDF Trustees in order to retain the façade loan.***

Reimbursement can be expected in approximately **three (3) to six (6) weeks** after all of the following documentation has been submitted

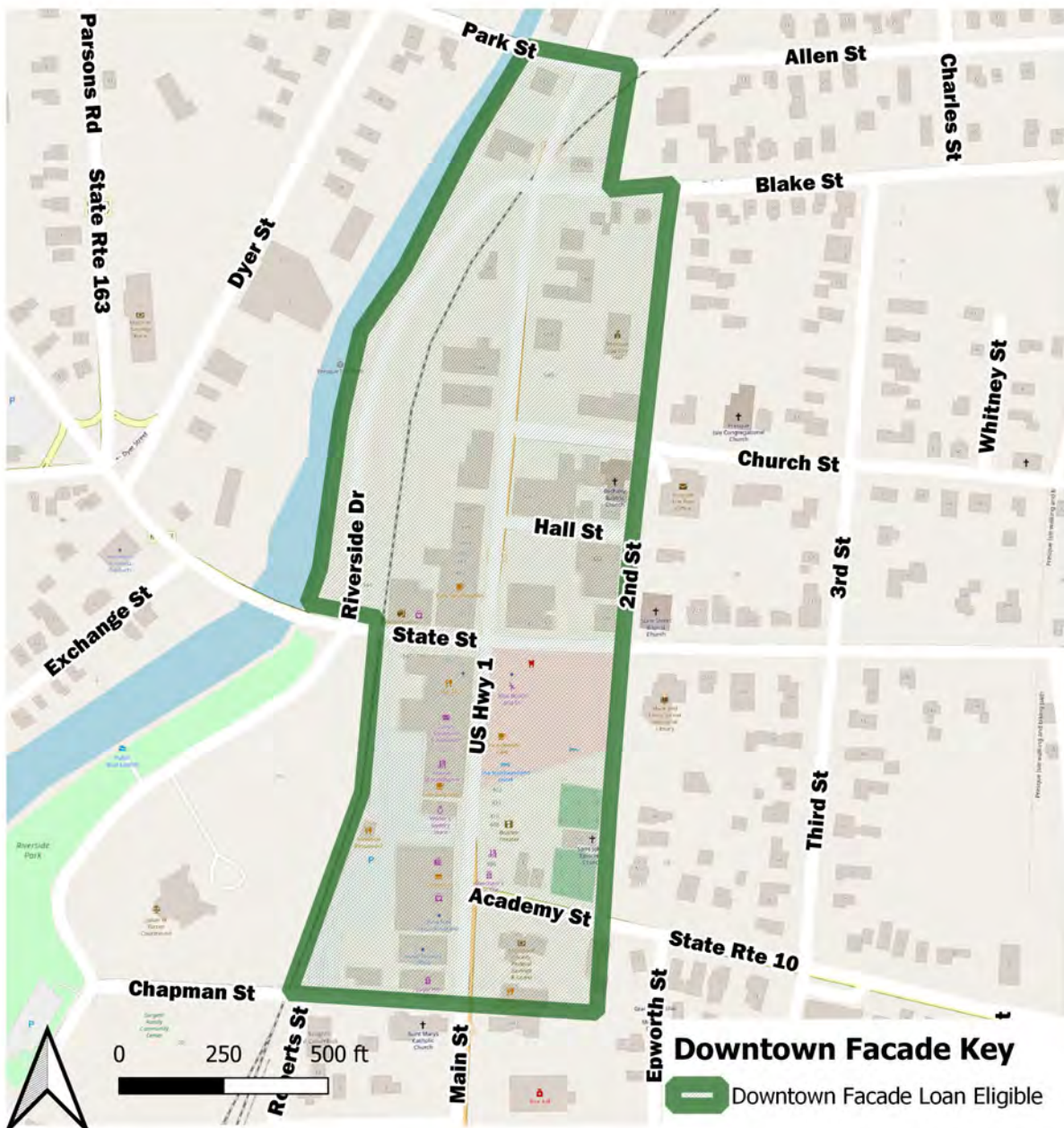
- Copies of all paid invoices, canceled checks, and or bank statements for all of the façade work covered by grant. These must equal at least the required matching amount plus the amount of the owner investment. The invoices must be marked paid, signed, and dated by the contractors. ***Cash payments are not accepted.***
- Lien waivers cannot be substituted for canceled checks or bank statements.
- **Color photographs of completed project.**
- **Grantee is responsible for obtaining any permits required to complete the project. Cost of permitting cannot be part of the grant funding. Copies of the approved permits must be submitted prior to reimbursement.**
- **Certificate of Occupancy by the City's Code Officer**
- **Certificate of Appropriateness from PI Historical Society (if applicable)**

Records of all plans, and fund disbursements will be kept by PI DECD.

## PI Downtown Business District Map



## Downtown Business District Applicability Map



## Internal Use Only

### Scoring and Eligibility Worksheet

**Grant Amount Requested:** \_\_\_\_\_

#### Level of Rehabilitation

Project does not meet the guidelines listed in the application

Normal Maintenance

Minor Projects

Repair & Replacement

Rehabilitation

Major Rehabilitation

#### Aesthetic Improvement

Project does not enhance the property's appearance

Project incrementally improves the property

Project slightly improves the properties existing appearance

Project moderately improves the properties appearance

Project considerably improves property's appearance by bringing it into conformance with the Historical Design Guidelines or up to City requirements

Significant enhancement, project has a transformational impact on the district

#### Project Visibility

No visibility from the public way

Low visibility, rear of building

Low visibility, side or alley of building

Medium visibility, along road with low traffic volume

High visibility, along road with medium traffic volume

Extreme visibility, along a major gateway into downtown (Main or State Streets)

#### Potential Community Impact

No impact

Low community impact/priority

Supports an existing business

Supports the expansion of an existing business

Significantly improves the aesthetic character of the area or activates previously underutilized space

Enables a new business to locate in Presque Isle, facilitates the elimination of hazardous non-conforming structures

#### Applicant Match

Funds requested are 50% of project costs

Funds requested are 40% of project costs

Funds requested are 30% of project costs

Funds requested are 20% of project costs

Funds requested are 10% of project costs

**Total Score:** \_\_\_\_\_

**Rank:** \_\_\_\_\_

**Approved funding:** \_\_\_\_\_

# Downtown Façade Design Guidelines

The Downtown Façade Design Guidelines outline the standards, which should be followed when renovating buildings using a façade grant. These design guidelines take into consideration a building's historic significance in determining what would be an appropriate treatment. Projects that affect city-designated historic buildings also require a separate review by the Presque Isle Historical Society.

These guidelines will also assist property owners in understanding the context of the built environment in Presque Isle's Downtown, and to help owners when they are faced with decisions about alterations and new construction. Also, for property owners faced with decisions about the repair, maintenance, rehabilitation and demolition of a building. These guidelines are not a rigid set of rules, rather, their purpose is to provide information to property owners and tenants about buildings, their distinct characteristics and suggest various appropriate ways to address design, repair, and rehabilitation issues.

The Design Guidelines are further explained through the use of photographs and illustrations. Examples given should not be considered the only appropriate options. In most cases, there are numerous possible solutions that meet the intention of the design guidelines, as well as the needs of the property owner. Simply because a design approach is not listed or illustrated does not mean that it is not acceptable.

## How are the Design Guidelines Used?

Property owners, agents, developers, tenants and architects should use these guidelines when considering applying for a Façade loan. This will help establish an appropriate direction for design. The applicant should refer to the guidelines at the outset to avoid efforts that later may be inappropriate.

The guidelines are employed in two ways during the grant review process:

- The PIDF Trustees will use the guidelines when considering the appropriateness of loan monies to be expended for the application
- ThePIDF Trustees will also use the guidelines when considering level of loan funding awarded.

While it guides an approach to certain design problems by offering alternative solutions, it does not dictate a specific outcome and it does not require a property owner to instigate improvements that are not contemplated. The committee will consider the proposed projects on a case-by-case basis to determine if an adequate number of the relevant guidelines have been met. However, there is no set number of guidelines that must be met to gain approval. In making its determination, the committee's overall goals are to ensure that the proposed work complies with the goals of the program and that the overall character of the Downtown is enhanced. The design guidelines provide an objective basis for determining that these goals will be achieved.

## I. Façade

The façade is the entire exposed exterior surface of a building that fronts a public street and contains the building's principal entrance. Any elevation not containing the main entrance but fronting on a public street exposed to public view will be considered a secondary elevation. Secondary Elevations may also be eligible for façade loans.



## Downtown Façade Design Guidelines

### II. Storefronts

It is the intent of these guidelines that most buildings should have storefront-type glazing facing the street. When alterations are made to the first floor levels of buildings that presently have more opaque wall treatments, the façade grant program will usually require that storefront type glazing be installed that could accommodate retail uses in the future.

If an existing storefront is to be replaced, the new storefront should be traditional in character and include an appropriately designed bulkhead panel; large, undivided areas of clear glass display windows; a glazed transom surmounted by a storefront cornice; and a traditional, fully glazed storefront floor. The new storefront should fill the full height of the original masonry opening. Display windows should be of clear glass in pieces as large as is practical. ***Tinted or reflective glazing is not recommended.***

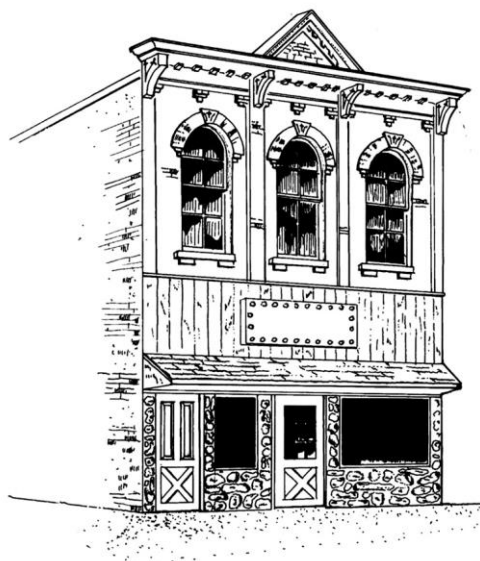
For historic buildings, all structural and decorative elements should be repaired or replaced to match or be compatible with the original materials and design of the building to the greatest extent possible. Buildings, that are an integral element of a historic streetscape, should reflect and complement the character of the surrounding area to the greatest extent possible.

***See the following for Pictorial example:***



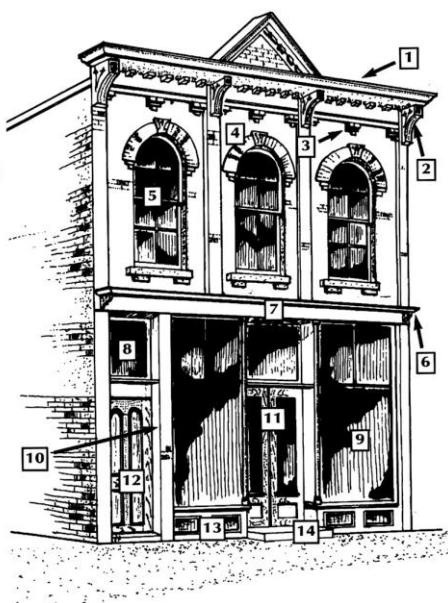
## Downtown Façade Design Guidelines

### Storefront Before and After



**BEFORE**

1. UPPER CORNICE
2. BRACKET
3. CORBELLED BRICK DECORATION
4. WINDOW HOOD MOLDING
5. DOUBLE HUNG WINDOW UNIT
6. STOREFRONT CORNICE
7. SIGN ZONE
8. TRANSOM WINDOW
9. DISPLAY WINDOW
10. MASONRY PIER
11. DOUBLE LEAF ENTRY DOOR
12. DOOR TO UPPER FLOOR
13. BULKHEAD
14. ENTRY RECESS



**AFTER**

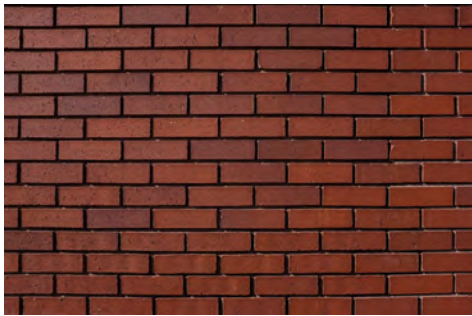
## Downtown Façade Design Guidelines

### II. Masonry

Unpainted brick, stone or terra cotta should not be painted or covered. Previously painted masonry may be painted. If it is necessary to remove paint or clean unpainted masonry, use the gentlest methods possible. Sandblasting and other abrasive cleaning methods are not recommended. Repaint defective mortar by matching the original in color, style, texture and strength. Repair or replace deteriorated masonry with new masonry that duplicates the original material as closely as possible.



**Textured Masonry Surface or Brick in a Vertical Bond**



**Red Brick**



**Composite Shaker Style**



## Downtown Façade Design Guidelines

### III. Upper Story Windows

Retain original upper story window openings that are visible from the public right-of-way. Retain the present configuration of window panes and sashes except when historic photographs indicate a more original condition. Avoid making additional openings or changes in the principal elevations by enlarging or reducing window-opening sizes. The intent is to restore the original window configuration not to create new designs. If the replacement of a window sash is necessary, the replacement should duplicate the appearance and design of the original window sash to the extent possible.

Avoid the filling-in or covering of openings with materials like glass-block. Avoid using modern style window units such as horizontal sliding sash, or fixed sash in place of double hung sash. Do not replace round head windows with square top windows.



Note the difference in the second story windows – Use of fixed glass versus the sashed windows in the adjoining building



## Downtown Façade Design Guidelines

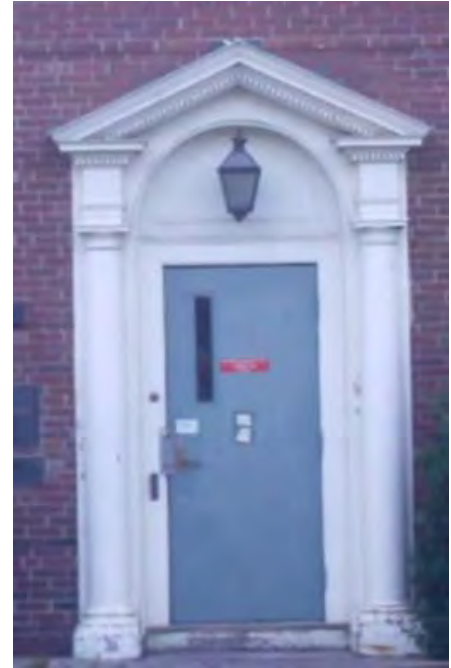
### XII. Trim and Ornamentation

Retain and repair or replace character giving trim ornamentation including, but not limited to, window caps, carved stone work, ornamental plaques, storefront cornices and eaves cornices. Replacement should attempt to match the design, dimensions and material of the original trim and ornamentation.



**Note the Detailed cornices at the Entrances**

**Note the parapet and brick work found in the downtown.**



*Preserve original details*



**Note the examples for reconstructing dental molding in facade program.**



*If the original features are missing there are two options, illustrated below – reconstruction of the original or a simplified version.*



## Downtown Façade Design Guidelines

### XIII. Awnings

Awnings should be crafted to complement the age, style and scale of the building. Generally, traditional shed awnings are appropriate for most historic window, door, and storefront installations. It is preferable that these awnings should be made of canvas or neoprene impregnated fabric instead of shiny vinyl with free-hanging valances, the flapping bottom pieces are characteristic of historic awnings. Fabric or fixed metal awning materials may be acceptable. Quarter-round awnings, modern mansard awnings, and other contemporary commercial designs with distended, fixed valances have no precedent in traditional awning design and are usually inappropriate for historic buildings. Backlit awnings and dome awnings are usually inappropriate.





## Downtown Façade Design Guidelines

### XIV. Signage



**Fascia signs**, placed on the fascia or horizontal band between the storefront and the second floor, were common nineteenth century signage. The fascia is often called the "signboard," and as the word implies, provided a perfect place for a sign-- then as now and such signs usually gave little more than the name of the business and perhaps a street number. Modern internally lit box, commercial advertisement for non-business brands or neon signage will not be funded.



Signs in the form of **plaques, shields, and ovals** were used on many nineteenth-century buildings. Such signs had the advantage of being easily replaced as tenants came and went. They also easily incorporated images as well as lettering.

**Hanging Signs** are signs that project from a buildings wall and are supported by metal brackets. These signs can come in all shapes and sizes and are sometimes made in the likeness of objects and symbols associated with an actual type of business. These signs should project no more than four feet from the face of the building and should not obscure the signage of other nearby businesses. The signs and brackets should be designed to complement the architecture of the building and mounted in the mortar joints of masonry buildings. All projecting signs should be hung within the base zone of the building or parallel to the second story window. Internally lit and moving projecting signs are not recommended.

**Display Window Lettering**, is another common type of storefront signage that is painted on or etched into the interior side of display windows and glazed entry doorways. These signs should consist of lettering and/or a logo, and should not cover more than 1/5 of the area of the glass panel, and should not obscure the display area.

**Transom Signs**, are typically made of leaded glass letters that are built into the transom above the storefront display window or door. This can be illuminated at night with backlighting or illuminated from the lower interior part of the store lights. These signs can be made today by leaded glass craft workers and can be made as easily to remove panels.

**Awning Signs**, allow the fringe or skirt of the awning, as well as the panel at the side as typical placement for a name or street number. Lettering on the main part of the awning is generally not permitted.

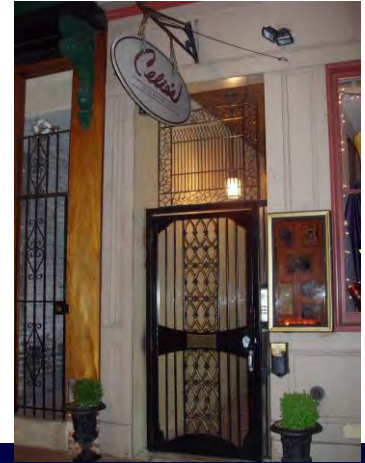


## Downtown Façade Design Guidelines

### XV. Security Gates and Bars

The installation of exterior, permanent or retractable security gates or bars is highly discouraged. They are out of character with the architecture; create an impression that the area is unsafe, and ultimately hurt business. Less obstructive retractable interior security gates, security devices, alarm systems or unbreakable glazing material are preferred alternative security measures. Please note, the listed items are not considered as an eligible façade cost.

At right is an unusually sensitive security treatment



### XVI. Exterior Lighting

Spot or flood lighting to highlight the architectural detailing of a building should be inconspicuous and blend with the wall on which it is mounted. No lights should move, flash or make noise.

### XVII. Other Exterior Elements

Existing exterior fire escapes, ladders, standpipes, vents, etc. should either be painted to blend with the wall on which it is mounted.

### XVIII. Landscaping & Fencing

In some projects landscaping and fencing will be considered. Simply installing fencing around a parking lot or a portion of the parking lot will generally not qualify for a façade grant. If fencing is part of a larger renovation project, it will be considered only if the fence has extraordinary architectural character such as a wrought iron fence with masonry piers. Common fences such as stockade, bound-on board, picket and chain link would not be eligible for a façade grant. Planter or retaining walls should be built of materials of the adjacent buildings. Generally, brick or other suitable masonry units would be considered while certain types of interlocking concrete block, landscaping timers, sidewalks, and curbs would not be eligible.





# **PRESQUE ISLE CITY COUNCIL ANNOUNCEMENTS**

**Wednesday, April 6th, 2022**

- We have the following vacancies for Board/Committees; Zoning Board, Audit Committee, Downtown Revitalization Committee or as an alternate on the Library Board please see the City Clerk or apply online.
- The next regularly scheduled meeting of the Presque Isle City Council is on Wednesday, May 4, 2022 at 6:00 PM at the Sargent Family Community Center.