



Presque Isle City Council Meeting

Wednesday, May 4th, 2022

6:00 PM

Sargent Family Community Center

****PICDA Meeting at 5:45PM****

AGENDA

Call to Order

Pledge of Allegiance

Public Hearing

1. Approval of a Liquor License to Kelly Mathes, d/b/a Confectionately Yours with a location at 2 Reach Road
2. ACAP Housing Assistance Grant

Citizen Comments

Consent Agenda

3. Approve Minutes from April 6, 2022
4. Approve 2022 Warrants #11-13 totaling \$797,920.37
5. Approve Appointment of Pamela Palm to the Zoning Board
6. Drug Forfeiture
7. Memorial Day Parade
8. Application for Utility Location Permit

Old Business

9. Downtown Façade Program Update
10. Marijuana Ordinance

New Business

11. MDOT: Support Letter/Main Street Funding Programs
12. Housing Update

Manager's Report

Announcements

Executive Session

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

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

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

Adjournment



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

TO:	Honorable City Council
FROM:	Martin Puckett, City Manager
DATE:	April 28, 2022
RE:	Wednesday May4th, 6pm Meeting Sargent Family Community Center

****PICDA Meeting at 5:45PM****

Call to Order

Roll Call

Pledge of Allegiance

Public Hearings

1. Approval of a Liquor License to Kelly Mathes, d/b/a Confectionately Yours with a location at 2 Reach Road: **Staff Recommends Approval**
2. ACAP Housing Assistance Grant: Memo from Galen and letter from Planning Board Chair included. ACAP is applying for a Community Development Block Grant to offer transitional housing for Low Income individuals. The application does follow the objectives in the City's Comprehensive plan, a requirement of CDBG's approval process. **Planning Board recommends approval to submit the application to CDBG for further review.** Application will be provided at meeting.

Citizen Comments

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

3. Approve Minutes from April 6, 2022
4. Approve 2022 Warrants #11-13
5. Approve Appointment of Pamela Palm to the Zoning Board- has served in the past and is willing to serve again.
6. Drug Forfeiture: \$400.00, PIPD assisted law enforcement agencies in the prosecution efforts.
7. Memorial Day Parade: DAV is requesting permission to hold the Parade on May 30th from 10am to 11am on Main Street, starting at UMPI and concluding at Veterans Memorial Park
8. Application for Utility Location Permit: Located in the parking lot behind the Northeastland. The owners and Public Works Department have reviewed the location and agree with the suggested location.

Old Business

9. Downtown Façade Program Update: Last meeting we reviewed the program to make sure council was comfortable with the TIF Advisory Committee's recommendation. The members of the Presque Isle Development fund have recommended a proposal to transfer a loan of \$250,000 to the city to start the program while TIF funds accumulate. This would allow the program to start sooner than anticipated. Based on the PIDF's feedback, some modifications to the façade program have been made for your review. Memo and attachments from Galen & PIDF are included. **Staff recommends approval of the PIDF loan and Downtown Façade Program.**

10. Marijuana Ordinance: Galen will update the council on the progress of the Marijuana Working Group and provide recommended changes to the existing ordinance. Changes include: permitting staff review the authority to deny incomplete applications, clarifying odor controls, require posting of health notices, adding training requirements for businesses, and prohibiting retail stores in agricultural zones. If council agrees with the changes, a public hearing would need to be scheduled. After council reviews proposed changes and is agreeable, **Staff recommends scheduling a public hearing.**

New Business

11. MDOT: Support Letter/Main Street Funding Programs: Dale Doughty, Director of the Division of Public Outreach and Planning from Maine DOT will be present to discuss two separate programs for Main Street and a letter of support for the approval of funding for the second stage of the truck bypass. **Staff recommends approval of the letter of support.** Draft letter of support and information on Maine DOT's Municipal Partnership & Village Initiative programs are included.
12. Housing Update: The housing working group will progress on the 2022 goal to create more housing, legislative changes, and concepts. **For discussion.**

Manager's Report

Announcements

Executive Session

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

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

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

Adjournment

PRESQUE ISLE CITY COUNCIL MEETING

For:

May 4, 2022

AGENDA ITEM # 1

SUBJECT

PUBLIC HEARING: Approval of Application for an On-Premises Liquor License to Kelly Mathes, d/b/a Confectionately Yours with location of 2 Reach Road

INFORMATION

- 1) Application
- 2) Public Hearing Notice

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by Councilor _____ to approve Application for an On-Premises Liquor License to Kelly Mathes, d/b/a Confectionately Yours with location of 2 Reach Road.



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

TELEPHONE: (207) 624-7220
FAX: (207) 287-3434
EMAIL INQUIRIES: maineliquor@maine.gov

Thank you for your interest in becoming a licensed establishment to sell and serve alcoholic beverages in Maine. To avoid any delay in the processing of your application and the subsequent issuance of your liquor license, please use the following checklist to assist you in completing the application. If you are renewing your license, this checklist is useful as well.

- ☐ Your application has been completed in its entirety and is legible. For a renewal, please submit your application 30 days prior to the expiration date of your liquor license.
- ☐ Your application is signed and dated by a duly authorized person.
- ☐ The application is signed and approved by the Town or City Municipal Officers or County Commissioners.
- ☐ The license fee submitted is for the correct fee for the license class for which you are applying and includes the \$10.00 filing fee.
 - ☐ The check must be made payable to "Treasurer, State of Maine"; both the license and filing fees can be submitted on one check.
 - ☐ If the licensee/applicant(s) is in an unorganized township, the application must be approved by the County Commissioners and the \$10.00 filing fee must be paid to them. Please be sure to include a copy of the receipt of payment with your application.
- ☐ For a renewal, the dollar amount of your gross income for food, liquor and guest rooms, if applicable must be completed – see Section I.1
- ☐ A diagram of the facility to be licensed must accompany **all** applications whether for a new license or the renewal of an existing license
- ☐ If you are a registered business entity with the Maine Secretary of State's office like a corporation or a limited liability company, you must complete Section VII of the application. This does not need to be completed if you are a sole proprietor.
- ☐ Have you applied for other required licensing from other state and federal agencies? See attached list.

Important – all applications whether for a new license or to renew an existing license for an on-premises liquor license must contact their Municipal Officials or the County Commissioners in unincorporated places to have their application approved and signed prior to submitting it to the Bureau for further consideration.

The address to send your completed application to:

1. Mailing address:

Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing and Enforcement
8 State House Station
Augusta, ME 04333-0008

2. Courier/overnight address:

Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing and Enforcement
19 Union Street, Suite 301-B
Augusta, ME 04330

The following licenses/permits may be required prior to be licensing as an on-premises licensee with the Bureau

Obtained ✓	License/Permit	State/Federal Agency to Contact	Telephone Number	Physical Location
✓	Seller Certificate or Sales Tax Number	Maine Revenue Services www.maine.gov/revenue	(207) 624- 9693	51 Commerce Dr, Augusta
	Health License	Health and Human Services www.maine.gov/dhhs	(207) 287 5671	286 Water St, 3 rd floor, Augusta
	Victualer's License	Municipality where premise is located.	Contact your town office or county office	Contact your town office or county office
	Shellfish License	Marine Recourses www.maine.gov/dmr	(207) 624- 6550	<ul style="list-style-type: none"> • 32 Blossom Lane, Augusta • 194 McKown Point Rd, West Boothbay Harbor • Lamoine State Park, Lamoine • 650 State St, Bangor • 317 Whitneyville Rd, Jonesboro
	Dance or Entertainment License	Fire Marshall's Office www.maine.gov/dps/fmo	(207) 626- 3882	45 Commerce Drive, Suite 1, Augusta
✓	Federal I.D. Number	www.irs.gov	(800) 829- 4933	
	Legal business names for corporations and limited liability companies and "Doing Business As" Names (assumed names)	Secretary of State, Bureau of Corporations, Elections and Commissions www.maine.gov/sos/cec	(207) 624- 7752	111 Sewall St, 3 rd Fl, Augusta
	Retail Beverage Alcohol Dealers Permit	Alcohol and Tobacco Tax and Trade Bureau (TTB) https://www.ttb.gov/nrc/retail-beverage-alcohol-dealers	(877) 882- 3277	



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

Application for an On-Premises License

All Questions Must Be Answered Completely. Please print legibly.

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

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

Legal Business Entity Applicant Name (corporation, LLC): <u>The Kitchen + Bath Shop</u>	Business Name (D/B/A): <u>Confectionately Yours</u>
Individual or Sole Proprietor Applicant Name(s): <u>Kelly Mathes</u>	Physical Location: <u>2 Reach Rd. PI ME</u>
Individual or Sole Proprietor Applicant Name(s): <u>Susan + David Czarnek</u>	Mailing address, if different: <u>4 Whitney St PI ME</u>
Mailing address, if different from DBA address:	Email Address: <u>Kelly.Mathes@outlook.com</u>
Telephone # <u>207 769 9990</u>	Business Telephone # Fax #:
Fax #:	
Federal Tax Identification Number: <u>26-1721775</u>	Maine Seller Certificate # or Sales Tax #: <u>1131458</u>
Retail Beverage Alcohol Dealers Permit:	Website address: <u>www.thekitandbathshop.com</u>

1. New license or renewal of existing license? ☒ New Expected Start date: March 1st 22
☐ Renewal Expiration Date: June

2. The dollar amount of gross income for the licensure period that will end on the expiration date above:
Food: \$200,000 Beer, Wine or Spirits: ? Guest Rooms: n/A

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

☒ Malt Liquor (beer) ☒ Wine ☐ Spirits

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

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

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

5. Business records are located at the following address:

2 Reach Rd Presque Isle ME 04769

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

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

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

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

If yes, please provide details: _____

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

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

Name of Business	License Number	Complete Physical Address

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

Full Name	DOB	Place of Birth
Kelly J Mathes	8/28/77	Presque Isle
Susan M Czosnek	12/26/53	Caribou
David W. Czosnek	11/14/51	Portland

Residence address on all the above for previous 5 years

Name	Kelly J Mathes	Address:	4 Whitney St P1
Name	Susan Czosnek	Address:	233 State St. P1
Name	David Czosnek	Address:	233 State St. P1
Name		Address:	

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

☐ Yes ☒ No

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

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

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

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

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

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

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

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

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

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

The first floor of our business is being used as a 6 table cafe / coffee shop / bakery. We would be adding beer and wine sales on site for consumption and take away purchases.

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

Name: Presque Isle Middle School

Distance: 1.8 miles

Section II: Signature of Applicant(s)

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

Please sign and date in blue ink.

Dated: 4/5/22

Kelly J Mathes
Signature of Duly Authorized Person

Signature of Duly Authorized Person

Kelly J Mathes
Printed Name Duly Authorized Person

Printed Name of Duly Authorized Person

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

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

Dated: _____

Who is approving this application? ☐ Municipal Officers of _____

☐ County Commissioners of _____ County

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

Signature of Officials	Printed Name and Title

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

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

§653. Hearings; bureau review; appeal

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

A. The bureau shall prepare and supply application forms.

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

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

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

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

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

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

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

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

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

E. A violation of any provision of this Title;

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

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

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

A. Repealed

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

4. Repealed

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

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

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

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

Section V: Fee Schedule

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

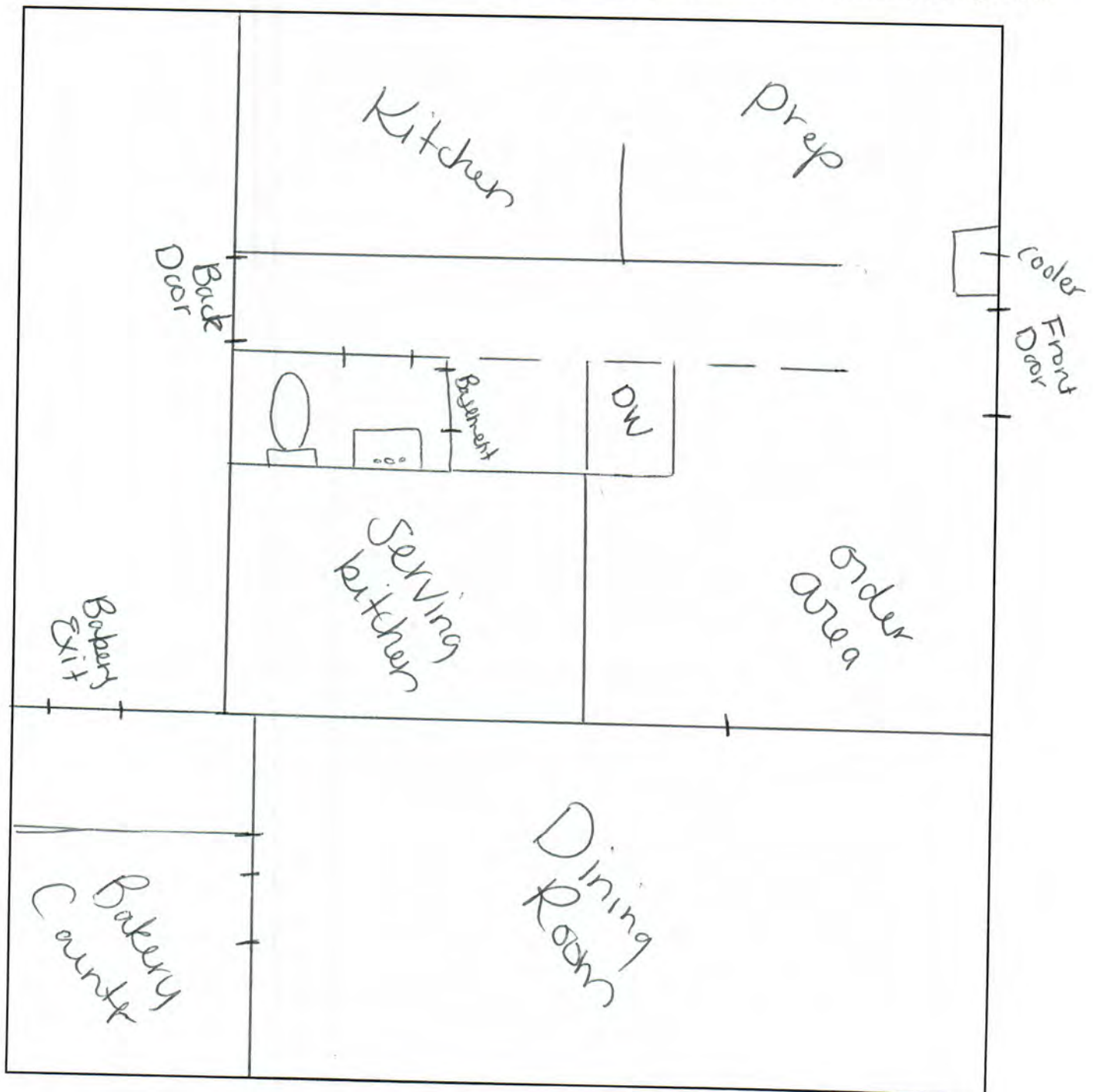
Please note: For Licensees/Applicants in unorganized territories in Maine, the \$10.00 filing fee must be paid directly to County Treasurer. All applications received by the Bureau from licensees/applicants in unorganized territories must submit proof of payment was made to the County Treasurer together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

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

Section VI Premises Floor Plan

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

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



Section VII: Required Additional Information for a Licensee/Applicant for an On-Premises Liquor License Who are Legal Business Entities

Questions 1 to 4 of this part of the application must match information in Section I of the application above and match the information on file with the Maine Secretary of State's office. If you have questions regarding your legal entity name or DBA, please call the Secretary of State's office at (207) 624-7752.

All Questions Must Be Answered Completely. Please print legibly.

- Exact legal name: The Kitchen + Bath Shop
- Doing Business As, if any: Confectionately Yours
- Date of filing with Secretary of State: _____ State in which you are formed: ME
- If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:

- List the name and addresses for previous 5 years, birth dates, titles of officers, directors, managers, members or partners and the percentage ownership any person listed: (attached additional pages as needed)

Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership
Kelly G Mathos	4 Whitney St	8/28/77	Owner	98
Susan Czosnek	233 State St	12/26/53	Owner	1
David Czosnek	233 State St	11/14/51	Owner	1

(Ownership in non-publicly traded companies must add up to 100%.)



State of Maine

Department of Agriculture, Conservation & Forestry
Division of Quality Assurance & Regulations
28 State House Station, Augusta, ME 04333-0028
(207) 287-3841

SERIAL NUMBER

144897

2-33259

January 21, 2022

January 1, 2023

LICENSE NUMBER

DATE OF ISSUE

DATE OF EXPIRATION

This certifies that

Confectionately Yours
Kelly Mathes / The Kitchen & Bath
Shop LLC
4 Whitney ST

Presque Isle, ME 04769-

BAKERY

Location: 2 Reach RD, Presque Isle

This certificate is valid only between the date issued and expiration date appearing herein. Only the named holder at the location for which issued may use it.

The person named herein is authorized to sell or manufacture food products, fuel and/or sell or repair weighing and measuring devices as permitted by law for the listed authorizations.

This certificate and/or each type of authorization represented is subject to suspension, revocation or cancellation as authorized by Maine Revised Statutes.

LICENSE TYPE

DESCRIPTION OF LICENSE AUTHORIZATIONS

FEE

License Type		Authorizations	Fee
Retail Bakery	0 to 10	Baked Goods (produced on site)	20.00
		Coffee/Tea(prepared on site)	
		Cold Foods (prepared on site)	
		Hot Foods (prepared on site)	
		Processed Meat	
Mobile Vendor	0 to 10	Prepackaged Food	20.00
		Produce (fresh)	10.00
Retail Meat	Prepackaged for Direct Sale		
TOTAL:			50.00

Department of Agriculture, Conservation & Forestry

Amanda Beal

Commissioner



Division of Quality Assurance

Celeste Franklin

Director

PUBLIC NOTICE
CITY OF PRESQUE ISLE

NOTICE IS HEREBY GIVEN that the City of Presque Isle will hold a **PUBLIC HEARING** on Wednesday May 4th, 2022 at **6:00** to consider an application for a Liquor License application from Confectionately Yours with location of 2 Reach Road. The hearing will be held at the Sargent Family Community Center, 24 Chapman Road.

The public may attend the public hearing or submit written comments. You can obtain more information by contacting the City Clerk's Office at City Hall, 12 Second Street, Presque Isle, ME 04769 or by calling 760-2702.

ADA ASSISTANCE: Anyone needing special assistance at the public hearing, due to a disability, should contact the City Clerk at 760-2702 at least two (2) business days prior to the meeting date.

Per order of
Kimberly A. Finnemore
City Clerk

Published April 27, 2022

PRESQUE ISLE CITY COUNCIL MEETING

For:

May 4, 2022

AGENDA ITEM # 2

SUBJECT

PUBLIC HEARING: ACAP Housing Assistance Grant

INFORMATION

- 1) Memorandum
- 2) Application (to be provided at meeting)
- 3) Letter from Planning Board Chairman
- 4) Public Hearing Notice

REQUESTED ACTION

BE IT RESOLVED by Councilor _____ and seconded by Councilor _____ to approve submitting ACAP's Community Development Block Grant Housing Assistance Program application.



City of Presque Isle, Maine

The Office of
Director of Economic & Community Development

Galen Weibley

Email: gweibley@presqueisleme.us

MEMORANDUM

TO:	Kim Finnemore, City Clerk; Martin Puckett, City Manager; & Brad Turner, City Finance Director
FROM:	Galen Weibley, Director of Economic & Community Development
DATE:	April 25, 2022
RE:	Public Hearing for ACAP Community Development Block Grant Application

The City of Presque is assisting ACAP with their Community Development Block Grant (CDBG) Housing Assistance Program to offer transitional housing for Low Income individuals and those who seek emergency shelter. The City of Presque Isle's letter of intent was selected by Maine's Department of Economic & Community Development to proceed to the second phase of the application process.

As part of the approval process, the City is required to submit a letter by the Planning Board that the proposed program in follows the City's Comprehensive Plan (completed) and conduct a public hearing by the legislative body before applying to the state. City staff requested a public hearing at the April City Council meeting which has been processed and publicized in the April 20, 2022 Star Herald (14-day notice). The Planning Board has issued their letter of support for the project which will be part of the application submitted in May.

During the May Council meeting, the Council should listen to ACAP's project presentation followed by allowing for public comment. Afterwards, staff recommends the following motion:

Suggested motion: Mr. Chairman, I move that we authorize the City Manager to proceed with submitting ACAP's Community Development Block Grant Housing Assistance Program application to Maine's DECD for further review.

(Enclosures)

- ***Draft Program CDBG application***
- ***Letter from Planning Board Chairman that project is consistent with the City's Comprehensive Plan.***



City of Presque Isle, Maine

The Office of
Chairman of the Presque Isle Planning Board
Bruce Roope

April 21, 2022

Dear Commissioner Johnson:

The City of Presque Isle appreciates offering feedback on the Aroostook County Action Program (ACAP) Transitional Housing Project at 1 Edgemont Drive, Presque Isle, Maine for the Community Development Block Grant Housing Assistance program.

The City's Planning Board met on April 21, 2022, to discuss the proposed Housing Assistance application for funding of ACAP Transitional Housing Project. We believe, as a collective board, that ACAP's proposed plan would not be in conflict with the City's Comprehensive Plan. In fact, we believe the allocation of funds from this program will continue our City's vision of providing all levels of housing in the community.

We are excited to support this project that will help foster new housing opportunities for Aroostook County.

Again, thank you for considering Presque Isle's application on behalf of the Aroostook County Action Program (ACAP) Transitional Housing Project and please do not hesitate to contact me if you have any further questions.

Sincerely,

Bruce Roope, Chairman
City of Presque Isle
Planning Board

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 May 4, 2022 at 6:00 PM at the Sargent Family community Center 24 Chapman Road, Presque Isle to discuss an application being submitted to the

State of Maine CDBG program
For a Housing Assistance Program

The purpose of the grant application is to help fund a housing development at 1 Edgemont Drive for Low to Moderate Income individuals and families. Public comments will be solicited at this Hearing and will be submitted as part of the application.

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:

May 4, 2022

AGENDA ITEM # 3

SUBJECT

CONSENT AGENDA: 2022 Minutes

INFORMATION

1) April 6, 2022 Minutes

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by Councilor _____ to approve minutes from April 6, 2022.



Presque Isle City Council Meeting

April 6th, 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 6:04 PM and led those present in the Pledge of Allegiance.

Public Hearing

1. Approve of Special Permit for Music, Dancing and Entertainment for Lotus Lounge, with location of 149 State Street.

Chairman K. Freeman opened the Public Hearing at 6:05 PM.

There were no citizens comments

Chairman K. Freeman closed the Public Hearing at 6:06 PM

BE IT RESOLVED by Councilor M. Chasse seconded by Councilor C. Green to approve application for Special Permit for Music, Dancing, and Entertainment for Lotus Lounge with location of 149 State Street.

Vote: 7-0

2. Approval of a Renewal Application for Adult Use Marijuana License to Bonnie Devino McGinley, d/b/a Royal Leaf Apothecary with location at 415 Main Street.

Chairman K. Freeman opened the Public Hearing at 6:07 PM

There were no citizens comments

Chairman K. Freeman closed the Public Hearing at 6:07 PM

BE IT RESOLVED by Deputy Chairman J. Shaw and seconded by Councilor J. Willette to approve a Renewal Application for and Adult Use Marijuana License to Bonnie Devino McGinley, d/b/a Royal Leaf Apothecary with location at 415 Main Street.

Vote 7-0

3. Approval of a Renewal Application for Adult Use Marijuana License to Full Bloom Management LLC with location of 483 Main Street.

Chairman K. Freeman opened the Public Hearing at 6:08 PM

There were no citizens comments

Chairman K. Freeman closed the Public Hearing at 6:09 PM

BE IT RESOLVED by Councilor M. Chasse seconded by Deputy Chairman J. Shaw to approve a Renewal Application to Full Bloom Management LLC with location at 483 Main Street.

Vote 7-0

4. Request to re-pass Chapter 1 Ordinance City Seal due to "Sunset Provisions"

Chairman K. Freeman opened the Public Hearing at 6:10 PM

There were no citizens comments

Chairman K. Freeman closed the Public Hearing at 6:14 PM

Vote 7-0

5. Credit Enhancement Agreement for Ignite Presque Isle

Galen Weibley spoke on the rule process on the Credit Enhancement Agreement.

Chairman K. Freeman opened the Public Hearing at 6:16 PM

There were no citizens comments

Chairman K. Freeman closed the Public Hearing at 6:17 PM

BE IT RESOLVED by Councilor M. Chasse seconded by Deputy Chairman J. Shaw to table the discussion in executive session.

Vote 7-0

6. 2 ARPA Grant investments 1. For Funds are being requested for repairs and upgrades to the Heating, Ventilation, Air conditioning (HVAC) system at the Forum. 2. Infrastructure Funding Funds are being requested for repairs and upgrades for basic public infrastructure, the Echo Lake Septic System.

Chairman K. Freeman opened the Public Hearing at 6:18 PM

No Citizens comments and no motion needed

Chairman K. Freeman closed the Public Hearing at 6:19 PM

Citizen Comments

There were no Citizens Comments

Consent Agenda

7. Approve Minutes from March 2, 2022 meeting.
8. Approve 2022 Warrants #6-#10 totaling \$1,821,169.58.
9. Approve Appointment of Stacy Walton to the Planning Board.
10. Approve Appointment of Dennis Koch to the Downtown Revitalization Committee.
11. Approve Appointment of Danielle Cyr to the Downton Revitalization Committee.
12. Approve Employment Agency License for Maine Staffing Group.
13. Approve Employment Agency License for Tempo Employment Services.
14. Approve Employment Agency License for Maine Health Care Staffing.
15. Approve Taxi Cab Service License for Aroostook Cab Company.
16. Approve Taxi Cab Service License for Town Taxi.

17. Approve Taxi Cab Service License for Carney's Taxi.
18. Approve Taxi Cab Service License for Jeff's Taxi.
19. Approve Bowling Alley License for Northern Lances, Inc.
20. Approve Drug Forfeiture in the sum of \$3,250.00 Jason Sarnowski.

BE IT RESOLVED by Deputy Chairman J. Shaw, seconded by Councilor C. Green to approve Consent Agenda #7-#20 as presented.

Vote: 7-0

21. ACAP Proclamation 50 years of service. May 2022 is Community Action and ACAP month in the City of Presque Isle.

Deputy Chairman J. Shaw read the proclamation.

22. Comprehensive plan

City Manager M. Puckett spoke it has been three years in the process. State is ready to approve Comprehensive Plan. Galen Weibley spoke on the changes to the plan.

BE IT RESOLVED by Councilor M. Chasse seconded by Councilor G. Nelson to approve the revised comprehensive plan as approved by the State of Maine.

Vote 7-0

23. Approve Election Workers

BE IT RESOLVED by Chairman K. Freeman seconded by Deputy Chairman J. Shaw to approve the list of election workers.

Vote 7-0

Old Business

24. RFP for City Website

City Manager M. Puckett spoke about the timeline for the website and mobile friendly for users.

BE IT RESOLVED by Councilor M. Chasse, seconded by Councilor C. Green to approve the Request for Proposal.

Vote: 7-0

25. County ARPA Program

City Manager M. Puckett spoke on the American Recovery Protection Act. Echo Lake Sewer System replacement and the Forum HVAC system. And the 2 separate grant application and process.

BE IT RESOLVED by Deputy Chairman J. Shaw, seconded by Councilor J. Willette to approve the County ARPA Program

Vote: 7-0

26. Goal Setting

City Manager M. Puckett spoke on the goal setting meeting. Talked about the 7 different goal committee.

Discussion only

27. City Hall Updates

Lewis Cousins spoke 2nd floor office are done. Waiting on staircase to be done so employees to move on to the 2nd floor.

28. Reapportionment

City Manager M. Puckett spoke about the committee of City Manager, City Clerk Kimberly Finnemore Councilors Jeff Willette and Craig Green. The Districts haven't changed since the 1960's.

School reapportionment has been a topic for a number of years, Due to the declining population since 1960.

Discussions only

New Business

29. Nordic Heritage Center Operator Agreement

City Manager M. Puckett spoke about the working group a couple weeks ago, that the council had more questions about the agreement and expenses

G. Cronin spoke about the budget and the agreement. Looking for City of Presque Isle to operate the facility.

Paul D. Pietropaoli Executive LV Libra Foundation answered council questions

BE IT RESOLVED by Councilor M. Chasse, seconded by Deputy Chairman J. Shaw to approve the Nordic Heritage Center Operator Agreement.

Vote: 6-1

30. Maine Northern Railroad Reuse

City Manager M. Puckett spoke on the Railroad Reuse of the Trail for future use of the trails from Limestone to Presque Isle.

BE IT RESOLVED by Chairman K. Freeman, seconded by Deputy Chairman J. Shaw to approve letter of petition to Commissioner Van Note.

Vote: 7-0

31. Approve Public Works Reserve Funds

D. Fowler Director of Public Services spoke on the requesting approval from the City Council at this time to take funds from the Street Overlay Reserve to cover a possible shortfall for chip sealing.

BE IT RESOLVED by Deputy Chairman J. Shaw, seconded by Councilor J. Willette to approve the transfer of \$236,209 from the operating budget to the Street Overlay Reserve account and the expenditure of an additional \$134,000 from the Street Overlay Reserve for asphalt paving

Vote: 7-0

32. Downtown Façade Program Draft Application

City Manager M. Puckett spoke on the Façade Program and what the council would like to see done.

Manager's Report

No repots

Announcements

Wednesday May 4th, 2022 at 6:00 PM in the Sargent Family Community Center
FiddleHead Festival May 20-22nd.

Adjournment

BE IT RESOLVED by Deputy Chairman J. Shaw seconded by Councilor J. Willette to enter into Executive Session at 8:10 PM pursuant to 1 M.R.S.A. § 405(6)(C) to discuss Economic Development.

Vote: 7-0

Out of executive session at 8:32 PM

BE IT RESOLVED by Deputy Chairman J. Shaw, seconded Councilor C. Green to direct the City Solicitor and manager to authorize a general credit enhancement agreement for Ignite Presque Isle located at 436 Main Street for the terms as specified in Section 2.2 of the agreement.

Vote: 7-0

BE IT RESOLVED by Councilor C. Green, seconded by Councilor J. Willette to enter into Executive Session at 8:32 PM pursuant to 1 M.R.S.A. § 405(6)(E) to discuss with Legal Counsel

Vote: 7-0

BE IT RESOLVED by Chairman K. Freeman, seconded by Councilor C. Green to adjourn at 8:57 PM.

Vote 6-0

Attested by: _____
Kimberly A Finnemore, City Clerk

PRESQUE ISLE CITY COUNCIL MEETING

For:

May 4, 2022

AGENDA ITEM # 4

SUBJECT

CONSENT AGENDA: 2022 Warrants #11 - #13 totaling
\$ 797,920.37

INFORMATION

1) Warrant #11	\$ 310,707.77
2) Warrant #12	\$ 119,886.63
3) Warrant #13	\$ 367,325.97

REQUESTED ACTION

BE IT RESOLVED by Councilor _____ seconded by
Councilor _____ to approve 2022 Warrants #11 - #13
totaling \$ 797,920.37.

PRESQUE ISLE CITY COUNCIL MEETING

For:

May 4, 2022

AGENDA ITEM # 5

SUBJECT

CONSENT AGENDA: Approve Appointment to Zoning Board

INFORMATION

1) Pamela Palm Application

REQUESTED ACTION

BE IT RESOLVED by Councilor _____ seconded by Councilor _____ to appoint Pamela Palm to the Zoning Board.

City of Presque Isle

Application for Appointment to City Board/Commission/Committee

Full Name: Daniel J. Polm

Street Address: 68 Hillside St

Mailing Address (if different): Same

Telephone Number: 207-764-8869 (daytime) 207-764-7869 (evening)

Email Address: presque4@yahoo.com

Length of time as a Presque Isle Resident: 50 years!

I wish to be considered for appointment to the:

Zoning Board
(Name of Board/Commission/Committee)

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

Educational Background: Some college

Employment History: Currently Deputy Registrar for Presque Isle - part-time

Community Service: Volunteer at GIFT and Hope and Justice

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

Served on zoning board twice in the past

Date: 04-01-2022

Signature: Daniel J. Polm

Thank you for your interest in serving the City of Presque Isle.
Please return form to: City Clerk's Office, 12 Second St., Presque Isle, ME 04769

PRESQUE ISLE CITY COUNCIL MEETING

For:

May 4, 2022

AGENDA ITEM # 6

SUBJECT

CONSENT AGENDA: Approve Drug Forfeiture

INFORMATION

1) Transfer Agreement

REQUESTED ACTION

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-2021-40544

APPROVAL OF TRANSFER

Chairperson
Presque Isle City Council

PRESQUE ISLE CITY COUNCIL MEETING

For:

May 4, 2022

AGENDA ITEM # 7

SUBJECT

CONSENT AGENDA: Request to close Main Street for
Memorial Day Parade

INFORMATION

1) Parade Request

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by
Councilor _____ to approve the closure of Main
Street on May 30, 2022 for the Memorial Day Parade.

SMART RICKER CHAPTER 10

Disabled American Veterans

Presque Isle, Maine 04769

April 28, 2022

City of Presque Isle
12 Second Street
Presque Isle, Maine 04769

Attn: City Clerk's Office

The Disabled American Veteran's, Smart Ricker, Chapter 10, will be hosting the 92st Memorial Day Parade on May 30, 2022. The parade will begin at the North end parking lot of the University of Maine of Presque Isle (UMPI).

We are requesting permission to conduct this event and that Main Street to be closed beginning at UMPI and ending at the Presque Isle Memorial across from Freshie's Market on North Main Street. The parade will begin at 10:00am and conclude by 11:00am. The event will not be cancelled due to weather.

If you have any question or need additional Information, please contact us at any time. Thanking you in advance for your support.

Rodney J Cameron
Treasurer
DAV Chapter 10
Presque Isle, Maine
207-540-0261

PRESQUE ISLE CITY COUNCIL MEETING

For:

May 4, 2022

AGENDA ITEM # 8

SUBJECT

CONSENT AGENDA: Application for Utility Location Permit

INFORMATION

- 1) Memorandum
- 2) Application for Utility Location Permit
- 3) Utility Location Permit and Map

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by Councilor _____ to approve the Application for Utility Location Permit.



City of Presque Isle, Maine

Department of Public Services
Dana H. Fowler, P.E.
Email: dfowler@presqueisleme.us

MEMORANDUM

TO:	City Manager Martin Puckett and City Council
FROM:	Dana H. Fowler, Director of Public Services <i>DHF</i>
DATE:	04.28.22
RE:	Versant Pole Application 2PRESQU229742

Versant Power has submitted an application for locating a new pole on Second Street directly behind the Northeastland Hotel and replacing an existing pole at the southwest corner of the intersection of Second Street and State Street.

A meeting was held on-site on April 20, 2022 with representatives from Versant Power, the Northeastland Hotel, the hotel's contractor, and Presque Isle Public Works. The plan is to remove an existing pole located immediately adjacent to the back of the Northeastland and replace it with a pad mount transformer which will be connected via an underground cable to a new proposed pole on Second Street located approximately 130 feet southerly of the intersection of Second Street and State Street. The existing pole at this intersection will be moved about 6 feet to the back of the sidewalk, which will be an improvement for snow removal operations.

Public Works has no issues with the proposed pole permit application.

RECOMMENDED MOTION

Be it resolved by _____ and seconded by _____ to approve the application for a utility location permit submitted by Versant Power Emera Maine dated April 22, 2022 with attached plan WO NO 2PRESQU229742.



PO Box 932 • Bangor, Maine • USA • 04402-0932

4/22/2022

Mr. Martin Puckett
City of Presque Isle
12 Second St
Presque Isle, ME 04769

Subject: RBLD IGNITE SECOND ST

Dear Mr. Puckett,

Attached are our application and utility location permit forms for locations in PRESQUE ISLE.

When approved by a majority of the municipal officers or by an authorized representative, please return those forms to the return email address noted below, signed and dated with the recording data, and attested by the Clerk.

Very truly yours,

A handwritten signature in black ink that reads "Mary B. Jackson".

Mary Jackson
Joint Line Coordinator
Versant Power
T: 207-973-2520 | F: 207-973-2970
E: mary.jackson@versantpower.com
www.versantpower.com

Encl.

APPLICATION FOR UTILITY LOCATION PERMIT

TO: PRESQUE ISLE City Manager – Town of PRESQUE ISLE

VERSANT POWER, a Maine corporation being duly authorized pursuant to the laws of the State of Maine to generate, sell, distribute and supply electricity in the City of PRESQUE ISLE, County of Aroostook, State aforesaid, hereby applies for a permit to authorize it to locate, construct, maintain and operate certain of its facilities hereinafter described upon, along, over and across certain public ways situated in the said City of PRESQUE ISLE.

No public notice of this application will be made in accordance with the terms and conditions of Title 35-A, Section 2503, MRSA as amended.

LOCATION:

SECOND ST, one pole to be located approximately 479' northerly of ACADEMY ST.

DESCRIPTION:

The facilities will consist of a line composed of wood poles and supports therefore, crossarms, wires and/or cables together with associated appurtenances. The minimum clearance of the wires and/or cables, other than guywires, will be at least 18 feet over the public way. The poles will be set within the limits of the public way, but outside the part thereof customarily used for travel by vehicles. The initial operation of the facilities will be at 7200 volts, Single Phase; the voltage will be increased as occasion therefore requires for the operation not in excess of 20KV to ground.

Dated at Bangor, Maine

VERSANT POWER



on April 22, 2022

By: _____

Mary B. Jackson
Joint Line Coordinator

2PRESQU229742
PLAN# 22-1003-03530-059

UTILITY LOCATION PERMIT

Upon the application of VERSANT POWER dated April 22, 2022, requesting permission to locate certain of its facilities hereinafter described upon, along, over and across certain public ways in the City of PRESQUE ISLE, County of Aroostook, State of Maine, all as set forth in its application, no newspaper publication having been made by applicant in connection with said application, permission is hereby given to said Versant Power to locate, construct, maintain and operate certain of its facilities hereinafter described upon, along, over and across certain public ways situated in said municipality as hereinafter set forth. This permit is granted subject to the provisions that any person, firm or corporation owning property within the subject municipality which abuts the applicable way may file written objection with this licensing authority within ninety (90) days after the installation of the facilities described in said application, said written objection and to be served by delivery in hand or by registered or certified mail.

LOCATION:

SECOND ST, one pole to be located approximately 479' northerly of ACADEMY ST.

DESCRIPTION:

The facilities will consist of a line composed of wood poles and supports therefore, crossarms, wires and/or cables together with associated appurtenances. The minimum clearance of the wires and/or cables, other than guywires, will be at least 18 feet over the public way. The poles will be set within the limits of the public way, but outside the part thereof customarily used for travel by vehicles. The initial operation of the facilities will be at 7200 volts, Single Phase; the voltage will be increased as occasion therefore requires for the operation not in excess of 20KV to ground.

Authorizing signature (s):

Received and Recorded in
Book _____, Page _____,
on _____, 20____.
Attest:

Dated at _____, ME,
This _____ Day of _____, 20____

Clerk of _____

PRESQUE ISLE CITY COUNCIL MEETING

For:

May 4, 2022

AGENDA ITEM # 9

SUBJECT

NEW BUSINESS: Downtown Façade Program Application

INFORMATION

- 1) Memorandum
- 2) Downtown Façade Program Application and Guideline
- 3) Downtown Façade Maintenance Agreement

REQUESTED ACTION

BE IT RESOLVED by Councilor _____ seconded by Councilor _____ to approve using \$250,000.00 of PIDF as a loan by the City to start the Presque Isle Downtown Façade Loan Program and to be repaid from future TIF revenues.



City of Presque Isle, Maine

The Office of
Director of Economic & Community Development

Galen Weibley

Email: gweibley@presqueisleme.us

MEMORANDUM

TO:	City Councilors; Martin Puckett, City Manager, & Brad Turner Finance Director
FROM:	Galen Weibley, Director of Economic & Community Development
DATE:	April 25, 2022
RE:	PIDF Funding of Downtown Façade Program

At the request during the April Council Meeting, the Presque Isle Development Fund (PIDF) members met on April 20, 2022 to review the application form and consider the City's Request for funding the PI Downtown Façade Loan Program through a PIDF Loan.

The Trustees have recommended the following terms for the City Council to consider in funding the program:

- Transfer a loan of \$250,000.00 from PIDF to begin funding the Downtown Façade Loan Program.
 - The terms to be 0% interest and to be repaid annually by the Council back to the PIDF through a portion of the Omnibus Downtown TIF District revenues as available.

Revisions to the Application have been made the following:

- Require submission of list of officers and owners of business to avoid conflicts of interest by PIDF Trustees and Councilors when scoring
- Changed Routine Maintenance on Page 3 to be a long range improvement, (painting allowed but cannot be used to cover up dry rotted siding or issues).
- Removed individual signage requirement being part of long term rehab project Page 3
- Dates proposed and updated on page 6
- Finished drafting the Façade Maintenance Agreement (with supplemental agreements for promissory and second mortgage information) and is being reviewed by City's Solicitor (see attached)
- Added a deduction notice on page 8 for applicants and property owners that received funding in the past to receive a 6 point reduction in scoring

Suggested Motion: Mr. Chairman, I move that we approve using \$250,000.00 of PIDF as a loan by the City to start the Presque Isle Downtown Façade Loan Program which will be repaid by the City to the Trustees using Downtown TIF revenues in the future.

Enclosures

- PIDFP Application Final
- Downtown Façade Maintenance Agreement

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

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 _____

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>) | <input type="checkbox"/> Color samples |
| <input type="checkbox"/> Cost Estimates | <input type="checkbox"/> Material samples |
| <input type="checkbox"/> Design Plans (<i>if applicable</i>) | <input type="checkbox"/> Façade Maintenance Agreement |
| <input type="checkbox"/> Quotes for completion | <input type="checkbox"/> Additional Information |
| <input type="checkbox"/> Written approval from owner (if different from applicant) | <input type="checkbox"/> List of all owners and officers of property & business applicant |

APPLICANT'S SIGNATURE:



DATE:

Program Guidelines

The **PURPOSE** of the Façade 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 and masonry, must be done as a long range improvement. (No Band-aid repairs of painting over dry rotted siding)
- ☐ 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 loan.

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

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 **July 6, 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:

- ❖ **July 6** - Applications Due for **July Review**
- ❖ **July 20** - The PIDF meets to finalize award recommendations & staff scoring
- ❖ **August 3** - 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

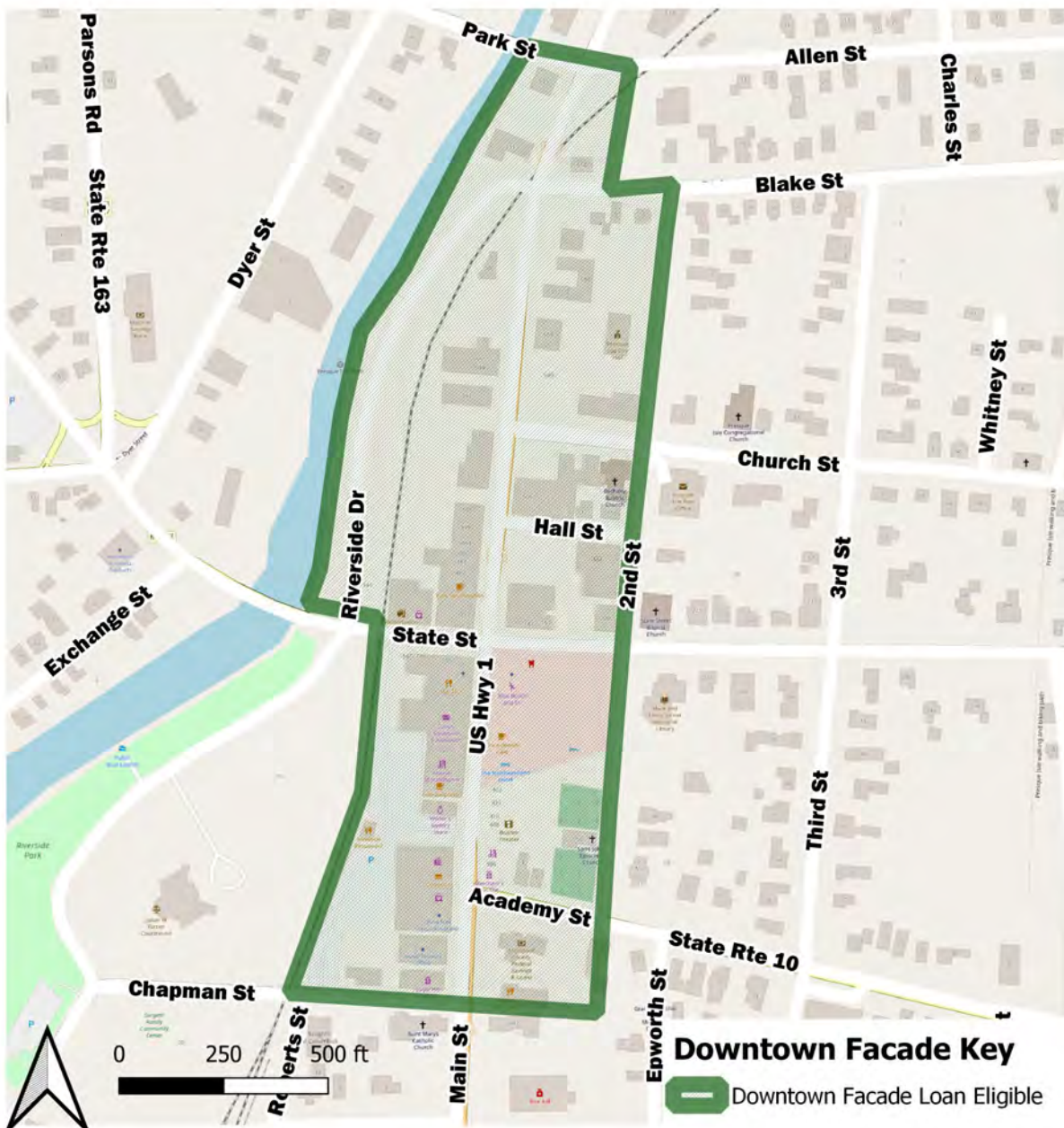
- Copies of all paid invoices, canceled checks, and or bank statements for all of the façade work covered by grant. These must equal at least the required matching amount plus the amount of the owner investment. The invoices must be marked paid, signed, and dated by the contractors. ***Cash payments 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

Prior Award Deduction Notice

Applicants and property owners who have been awarded funds for a project will receive a **6 point** reduction in their scoring for future projects on new properties for the term of all awards.

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 loan. 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
- The PIDF 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.***

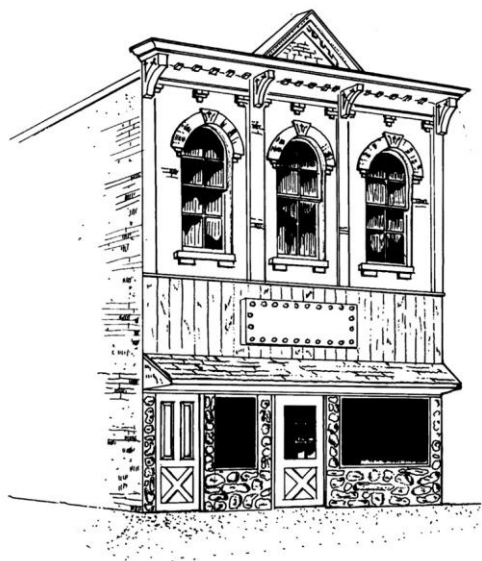
For historic buildings, all structural and decorative elements should be repaired or replaced to match or be compatible with the original materials and design of the building to the greatest extent possible. Buildings, that are an integral element of a historic streetscape, should reflect and complement the character of the surrounding area to the greatest extent possible.

See the following for Pictorial example:



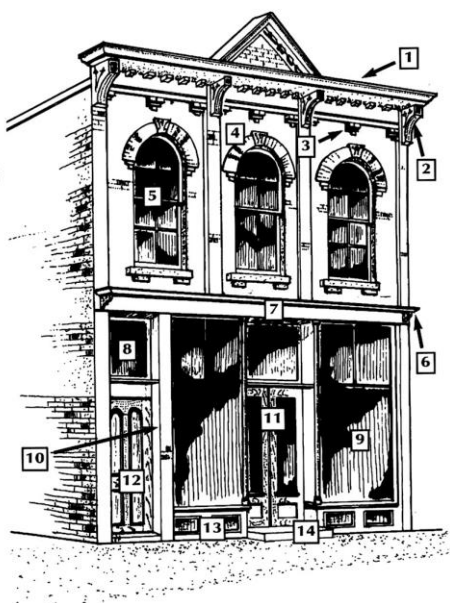
Downtown Façade Design Guidelines

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

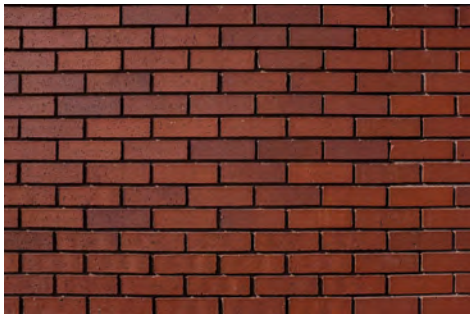
Downtown Façade Design Guidelines

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

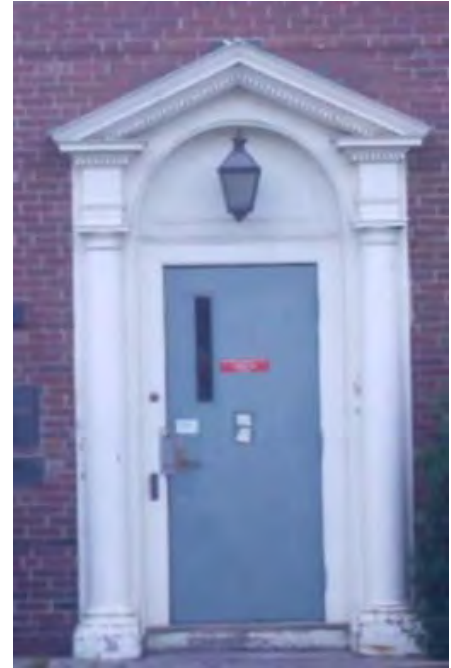
XII. Trim and Ornamentation

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.

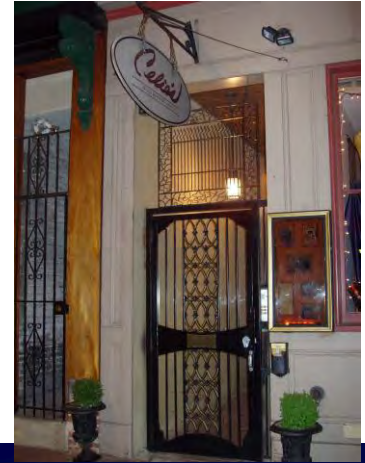


Downtown Façade Design Guidelines

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 DOWNTOWN FACADE MAINTENANCE AGREEMENT

THIS FACADE MAINTENANCE AGREEMENT (the "Agreement") is entered into on _____, by and between the City of Presque Isle, Maine, a public body corporate and politic (hereinafter "the City"), and _____, (hereinafter "Owners").

RECITALS

The following recitals are a substantive part of this Agreement:

WHEREAS, the City of Presque Isle, is a Municipal Corporation, and the City council is vested under Maine laws with the power to make and enforce ordinances and regulations with respect to all municipal affairs, to the extent that said actions are not in conflict with the general laws of the State of Maine.

WHEREAS, the City of Presque Isle has adopted, on October 7, 2020, a Downtown Redevelopment Plan for an area within the City known as the Downtown Tax Increment Financing (TIF) District; and,

WHEREAS, the Downtown TIF District proposes the creation of a downtown façade loan program as part of the PIDF By-laws, in order to revitalize the substandard physical and economic conditions that exist within the downtown business district applicability map as shown in Exhibit D, (hereinafter the "Project Area") and,

WHEREAS, the Owners are the owners of certain real property located at _____, _____ and _____, within the Project Area, located on Assessor's Parcel Number _____, (hereinafter the "Property") as shown on Exhibit "A", attached hereto and incorporated herein by this reference; and,

WHEREAS, the City and Owners desire to complete a facade rehabilitation to the exterior of the building(s) located on the Property, which improvements are described in Exhibit "B" attached hereto and incorporated herein by this reference (hereinafter the "Improvements"); and,

WHEREAS, the Owners are willing to make such Improvements and to convey to the City the license to enter for maintenance of the exterior surfaces of the building(s) located on the Property, which license shall be substantially in the form of the Facade Maintenance Agreement and License to Enter (hereinafter the "License") attached hereto as Exhibit "C"; and,

WHEREAS, the purpose of this Agreement is to effectuate the Downtown Redevelopment Plan for the Project Area by providing for the Improvements to the Property in accordance with the terms set forth in this Agreement. The Improvements, the City's acquisition of the facade License and the fulfillment generally of this Agreement are in the vital and best interest of the City and the health, safety, and welfare of its residents, and in accordance with the public purposes and provisions of applicable state and local laws and requirements under which the Downtown Redevelopment Plan has been undertaken.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the City and the Owners hereby agree as follows:

Section 1. Improvement of the Property & Overview of Façade Loan Program.

- A. The Owners agree to undertake and maintain the Improvements to the building(s) on the Property and convey to the City the License to Enter referred to in Section 2H hereof.

In consideration thereof, the City agrees to issue the Owners (or Owners' designee), in accordance with the terms and conditions of this Agreement, a forgivable loan payment herein defined as (the "Loan Amount") of up to, but not exceeding, the sum of Twenty-Five-Thousand Dollars (\$25,000.00) per project for the Owners' actual costs for the Improvements, which **requires an Owners match of at least fifty percent (50%) of the Owners' actual costs for the Improvements.** The parties acknowledge that the Loan Amount represents only part of the cost of the work constituting the Improvements, and that the Owners shall have the obligation to pay for the remainder of the cost of constructing the Improvements. All construction shall be in accordance with the description thereof and specifications set forth on Exhibit B.

This is a no-monthly payment or interest payable for the forgivable façade loan program and as such will follow the terms as outlined in the sections thereafter. The ("Unsecured Loan") are defined as loans less than Four-Thousand-Nine-Hundred-Ninety-Nine Dollars and Ninety-Nine cents (\$4,999.99) will require no collateral except the execution of a Promissory Note Agreement as shown in Exhibit E ("Unsecured Loan Agreement") by the Owners and Tenant Businesses (if applicable). The ("Secured Loan") is defined as loans in excess of five thousand (\$5,000.00) up to Twenty-Five-Thousand Dollars (\$25,000) which will require a pledge of collateral of the Property with execution of the Agreement as shown in Exhibit F ("Secured Loan Agreement"). Tenant Businesses may apply for an Unsecured Loan for signage and improvements to the Property but will require the permission of the Owners, with the terms as set forth within this Agreement. Terms of repayment for Tenant Businesses that move or cease operations on the Property during the terms of the Agreement may be found in Section 6.

Section 2. Owners' Responsibility

- A. The Owners shall provide the City with copies of all plans and specifications to be utilized in connection with construction of the Improvements and as to the kind and quality of materials and equipment to be used by the Owners.
- B. The Owners shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all aspects of construction of the Improvements. The Owners shall furnish efficient business administration and supervision of the construction of the improvements and shall cause an adequate number and amount of subcontractors, workmen and materials to be furnished, owners shall cause the work to be performed in the best, most expeditious and economical manner.
- C. The Owners shall commence implementation of the Improvements no later than _____, **202__** (hereinafter the "Commencement Date"), and shall complete the construction of the improvements no later than _____, **202__** (hereinafter the "Completion Date").
- D. The Owners shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, utilities and other facilities and services. The Owners shall use materials and equipment of good, new quality unless otherwise required or permitted.

- E. Before commencement of construction or development of the Improvements upon the Property, the Owners shall, at its own expense, secure or cause to be secured any and all permits which may be required by the City or any other governmental agency affected by such construction, development, or work. It is understood that the Owners' obligation is to pay all necessary fees and submit all necessary plans and documents to obtain a building permit to the City on a timely basis. The Owners shall comply with and give notices required by all laws, ordinances, rules, regulations, and lawful orders of public authorities having jurisdiction over construction of the Improvements.
- F. The Owners shall promptly correct work rejected by the City as failing to conform to the requirements of Exhibit "B" whether observed before, during or after completion of the work, and shall correct any construction defects found within a period of one (1) year from the date the City issues the Loan Amount to owner to be not in accordance with the requirements of Exhibit "B". Nothing contained herein shall be construed to establish a period of limitation with respect to other obligations which the Owners might have under this Agreement.
- G. The Owners shall promptly clean the entire site to eliminate any and all items such as debris, rubbish and weeds, which contribute to blighting conditions within the Project Area.
- H. The Owners shall convey to the City the License in the form attached hereto as Exhibit "C" and incorporated herein by this reference, which License shall be recorded and is for the purpose of ensuring the ongoing maintenance of the Improvements on the exterior portions of the building(s) on the Property for the term of the Agreement.

Section 3. The City's Responsibility.

- A. The City shall pay the Owners the Loan Amount upon receipt of copies of invoices and canceled checks showing payment for construction of the Improvements. The City shall make periodic reimbursement payments in accordance with the percentage complete of the Improvements up to an amount approved by the City Council. **No reimbursement shall be made for cash payments.**

The final payment of the awarded amount by the City Council per project shall be made when all of the following conditions have been satisfied: (a) construction of the Improvements is finally completed to the satisfaction of the City or its duly authorized representatives, (b) Owners have provided copies of invoices and canceled checks showing payment in full for construction of the Improvements, and (c) the License substantially in the form attached to this Agreement as Exhibit "C" has been executed in full and delivered by the Owners.

- B. Payment of the Loan Amount may be withheld by City on account of (i) defective construction; (ii) failure of the Owners to make payments properly to subcontractors or for labor, materials or equipment, (iii) evidence that the Improvements were not completed within the time period required for completion; or (iv) failure to carry out construction as required herein and as specified in Exhibit "B"

Section 4. Time of Essence.

Time is of the essence in this Agreement. By executing this Agreement, the Owners acknowledge and agree that the time limits prescribed herein for constructing the Improvements are reasonable. The Owners may request an extension of the timeline with the City should reasonable cause be supplied to City's Department of Economic & Community Development (DECD) staff. The City has the sole discretion to grant or deny a request for extension for any reason after reviewing all supporting documentation.

Section 5. Maintenance.

The Owners agree to maintain the Improvements at owner's sole expense for a period of ten (10) years. In the event that the Owners fail to maintain the Improvements, upon thirty (30) days written notice, the City may cause any maintenance or repair work to be performed at the Owners' expense. In the event that the Owner sells the Property prior to the completion of the ten-year period, the owner must comply with the provisions of Section 6 hereof.

Section 6. Sale of Property or Termination of Tenant Occupancy.

If the Owners sell the Property prior to the termination date of this Agreement, the Maintenance Agreement and License will be binding on the Owners' successors and assigns, and the Owners must obtain an agreement to fulfill the remaining terms of this Agreement from the purchaser of the Property. If the Owners sell the property to another person or entity, the Owners must repay the Loan Amount to the City as follows:

- A. When the Owners sell the property within the terms of the Agreement, the Owners will repay the City 10% of the original Loan Reimbursement Amount per year outstanding in the terms of the Agreement which will become due to the City immediately upon sale of the Property.

(**example:** Property sold at year four (4) of agreement = repayment to the City of six (6) years or 60% of the original Loan Amount)

- B. No repayment of the original Loan Amount will be required by the Owners if sale or transfer of the Property occurs for unsecured loans that were executed by a Tenant Business (i.e. business signs).
- C. Should a Tenant Business that obtained a Secured Loan cease operation or move from the Property, Owners will continue to be responsible for Secured Loans that benefited the Property. The City will relinquish Owners for Unsecured Loans that were made between the Tenant and City for signage improvements.

Section 7. Bodily Injury and Property Damage Insurance.

The Owners shall defend (with City approved counsel), assume all responsibility for, and hold the City, its officers and employees, harmless from all claims or suits for, and damages to, property and injuries to persons, including accidental death (including attorneys' fees and costs), which may be caused by any of

the Owners' activities under this Agreement and which are normally insurable pursuant to a comprehensive liability policy, whether such activities or performance thereof be by the Owners or anyone directly or indirectly employed or contracted with by the Owners and whether such damage shall accrue or be discovered before or after termination of this Agreement. The Owners shall obtain and maintain in effect during the course of construction of the Improvements, until accepted by the City, a comprehensive liability policy in the amount of One Million Dollars (\$1,000,000) combined single limit policy, as shall protect the owner and City from claims for such damages.

The Owners shall furnish a certificate of insurance countersigned by an authorized agent of the insurance carrier on a form of the insurance carrier setting forth the general provisions of the insurance coverage. This countersigned certificate shall name the City and its respective officers, agents, and employees as additionally insured under the Policy. The certificate by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify the City of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by the Owners shall be primary insurance and not contributing with any insurance maintained by the City, and the policy shall contain such an endorsement.

The Owners shall also furnish or cause to be furnished to the City evidence satisfactory to the City-that any contractor with whom it has contracted for the performance of the improvements or other work on the Property or otherwise, whether or not pursuant to this Agreement, carries workers' compensation insurance as required by law.

Section 8. Rights of Access.

For the purpose of assuring compliance with this Agreement, representatives of the City shall have the right of reasonable access, with prior notice to the Owners, to portions of the Property which allow the City to inspect the construction of the Improvements during normal construction hours over the course of construction for the purposes of this Agreement; including, but not limited to, the inspection of the work being performed in constructing the Improvements, so long as they comply with all safety rules and do not unreasonably interfere with construction.

Section 9. Nondiscrimination.

The Owners, for themselves and their successors and assigns, agree that in the construction of the Improvements provided for in this Agreement, the Owners will not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, handicap, national origin, or ancestry.

The Owners shall refrain from restricting the rental, sale, or lease of the Property on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income, or disability of that person. All such deeds, leases, or contracts shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

- A. In leases; 'The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"There shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income, or disability in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased."

- B. In contracts: "There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income, or disability in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises."

The foregoing covenants against discrimination or segregation shall continue in effect for the duration of this Agreement.

Section 10. No City Partnership.

None of the terms or provisions hereof shall be deemed to create a partnership between or among the parties hereto, nor shall it cause them to be considered joint ventures or members of any joint enterprise.

Section 11. Successors.

All terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by or against the parties hereto and their respective legal representatives, successors, and assigns.

Section 12. Term of Agreement & Loan Forgiveness.

This Agreement shall take effect on the date of its execution by the City and shall terminate ten (10) years after the acceptance of the Improvements by the City. After the term of Agreement, collateral and promissory note will be released and the Loan Amount balance will be forgiven by the City.

Section 13. Local, State and Federal Laws.

The Owners shall carry out the construction of the improvements in conformity with all applicable laws, including all applicable federal and state labor standards.

Section 14. Applicable Law; Interpretation.

The laws of the State of Maine shall govern the interpretation and enforcement of this Agreement. Any legal action concerning this Agreement must be instituted in the Superior Court, Aroostook County, Maine.

Section 15. Severability.

Invalidation of any covenant, condition, or restriction, or of any other provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

Section 16. Indemnity.

The Owners shall indemnify, defend (with City approved counsel), and hold harmless the City, and its officers and employees, from and against all claims, damages, losses, and expenses, including (but not limited to) attorneys' fees, arising out of or resulting from construction of the Improvements, or which may arise out of any of the matters contemplated by this Agreement, regardless of whether or not such claim, damage, loss or expense is caused in part by the City (except that such indemnification shall not extend to any gross negligence or willful misconduct of the City). In claims against the City by any employee or subcontractor of the owner, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Owners under workers' compensation act, disability benefits, or other employee benefits acts.

Section 17. Entire Agreement.

This Agreement contains the entire agreement of the parties hereto as to the rights herein granted and the obligations herein assumed, and supersedes all prior negotiations among the Parties. No oral representation, whether preceding or following the execution of this Agreement, which purports to alter the terms hereof shall be of any force or effect. No written modification of this Agreement shall be of any force or effect until signed by the party to be charged.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first above written.

City of Presque Isle, Maine

By: _____
Martin Puckett
City Manager

Property Owner(s)

By: _____
Property Owner

By: _____
Property Owner

Exhibit "A"
the Property

Address: _____, Presque Isle, Maine

Exhibit "B"

The Improvements

Address: _____, Presque Isle, Maine

1.

2.

3.

Exhibit "C"

FACADE MAINTENANCE AGREEMENT AND LICENSE TO ENTER

Dated as of _____
By and Between the
The City Presque Isle, Maine
a public body, corporate and politic,
and

FOR A VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the undersigned ("Grantor") hereby agrees to maintain certain facade Improvements and grants to the City of Presque Isle, Maine, a public body corporate and politic ("Grantee"), its successors and assigns, the License to enter Grantor's property on Assessor's Parcel Number(s) _____ located at _____ Presque Isle, Maine (hereinafter the "Real Property"), and to perform remedial work and lien the property if the maintenance is not provided by the Grantor.

Grantor further grants to Grantee the License to enter the Real Property for the sole purposes set forth in this document and for no other purpose, subject to Grantee's compliance with the terms of this document.

IN FURTHER CONSIDERATION OF THE FOREGOING, Grantor agrees as follows:

Section 1. Maintenance of the Facade Improvements. Grantor, on behalf of itself and its assigns in the Real Property or any part thereof, hereby covenants to, and shall protect, maintain and preserve the architectural style and treatment of the facade of the improvements located on the Real Property. Grantor, on behalf of itself and its assigns in interest to the Real Property or any part thereof, hereby further covenants not to, and shall not, make any substantial alteration or modification to the architectural style and treatment of the facade, of such improvements without the prior written approval of Grantee and shall maintain the Real Property in a neat, clean, orderly, and safe condition, and shall be responsible for any damage done in or to the Real Property or for any loss, claim, or liability caused by Grantor or its employees, agents, or contractors.

Section 2. Grant of License to Enter. In addition to other remedies which Grantee may have to enforce the covenants and agreements set forth above in Section 1, Grantor hereby grants to Grantee the right of ingress and egress over and across the Real Property insofar as such ingress and egress is necessary to protect, maintain and preserve such architectural style and treatment of the facade of the improvements in the event that grantor (or its assigns) shall cease or fail to protect, maintain, and preserve such architectural style and treatment of such facade. Pursuant to such grant, Grantee, its agents, employees and representatives, shall be permitted (but are not required) to enter upon the Real Property and perform all such acts and work necessary to protect, maintain, and preserve such architectural style and treatment of such facade, and to attach a lien on the Real Property, or to assess the real Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and reservation by Grantee arising from the enforcement of the covenants set forth in Section 1 hereof. Grantor shall pay to grantee all amounts owed for maintenance or repairs which

Grantee has performed within ten (10) days of being presented with an invoice with respect to such amount; any such amounts that are not paid within ten (10) days of delivery of an invoice with respect thereto shall bear interest at a rate of interest equal to twelve percent (12%) per annum or the highest amount permitted by applicable law, whichever is lower. Grantee shall not exercise the right-of-entry provided herein without prior notice and a reasonable opportunity given to Grantor (or to its successors or assigns or its successors in interest to the Real Property) to comply with its covenants in Section 1 hereof;

30-days' notice shall be deemed to constitute reasonable notice and a reasonable opportunity for Grantor to comply with its covenantal obligations.

Section 3. Use Covenant. Grantor covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Real Property or any part thereof, that Grantor, such successors and such assignees, shall devote the Real Property to the uses specified in the Downtown Façade Loan Application and in this License, whichever is most restrictive, for the periods of time specified therein.

Section 4. Indemnity. Grantor shall indemnify, defend (with counsel acceptable to Grantee), and hold harmless Grantee, and their respective officers, agents and employees from and against any loss, liability, claim, or judgment relating in any manner to the Property. Grantor shall remain fully obligated for the payment of property taxes and assessments in connection with the Property; there shall be no reduction in taxes nor any transfer of responsibility to Grantee to make such payments by virtue of this Agreement and License.

Section 5. Duration of Covenants. The covenants and agreements established herein shall, without regard to technical classification and designation, be binding on Grantor, and its successors and assigns, for the benefit of and in favor of Grantee, its successor and assigns. The covenants and agreements pertaining to the architectural style and treatment of the facade of the improvements located on the Real Property contained in Sections 1 and 2 hereof, and the covenants contained in Sections 3 and 5 hereof, shall remain in effect until ten years (10) from notice of acceptance; provided, however, that the covenants and agreements contained in Sections 1, 2, 3 and 5 hereof shall terminate upon the payment by Grantor (or any successor to the Grantor) an amount equal to "Reimbursement Amount" paid by Grantee to Grantor pursuant to that certain Facade Maintenance Agreement and License entered into by and between Grantee and Grantor dated _____, 202__.

EXECUTED this _____ day of _____, 202__.

By: _____
Grantor

Exhibit "D"
Project Area

Downtown Business District Applicability Map

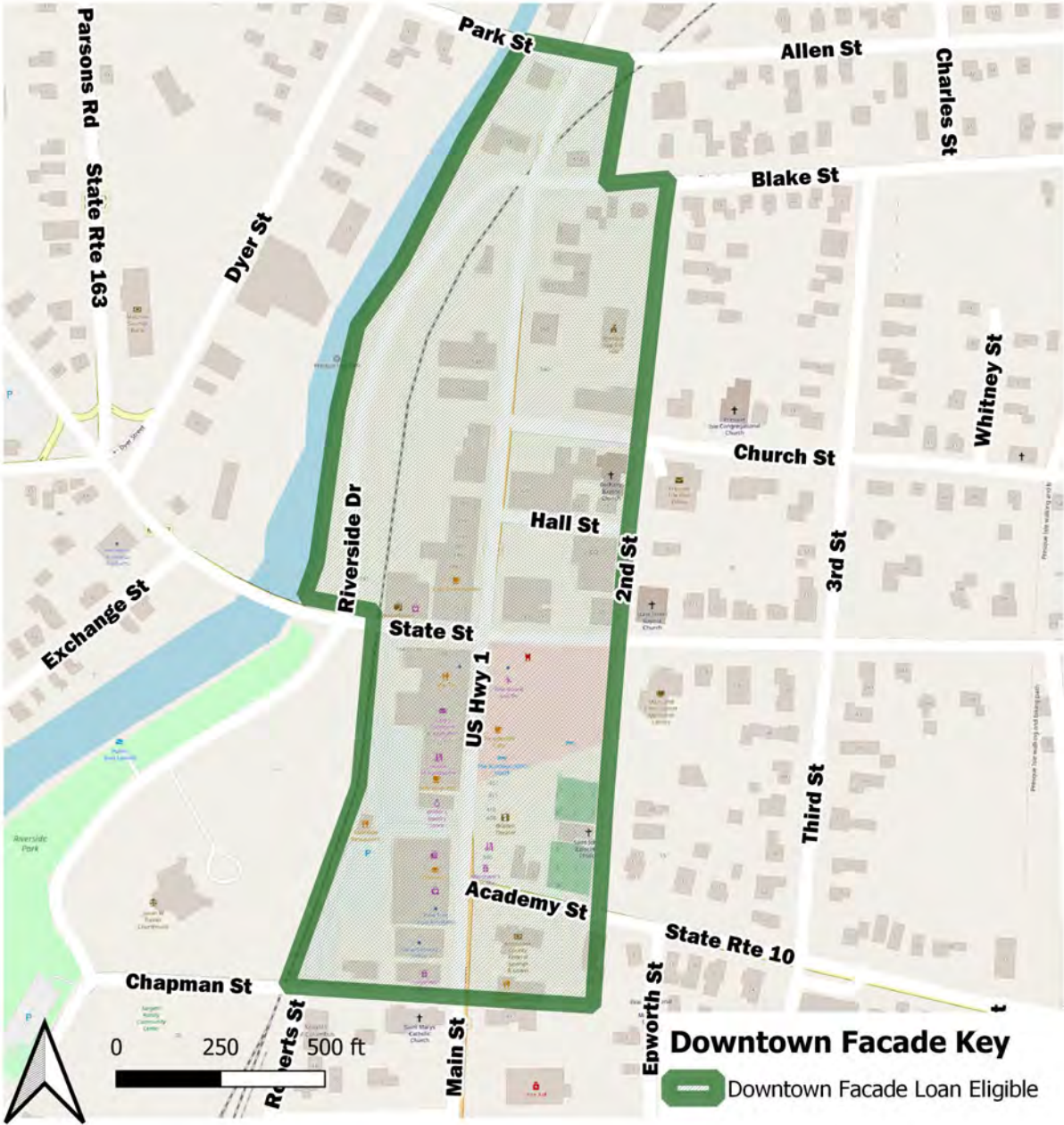


Exhibit "E"
Unsecured Loan Agreement

PROMISSORY NOTE

(AMOUNT)

Presque Isle, Maine

(DATE)

FOR VALUE RECEIVED, the undersigned promises to pay to the order of the City of Presque Isle, Maine, the sum of \$ _____, at the rate of zero (0) percent per annum, with no monthly payment required by _____ as hereafter defined as "the undersigned".

The terms of the **PRESQUE ISLE DOWNTOWN FACADE MAINTENANCE AGREEMENT** hereafter defined as "the Agreement" will dictate the terms of this Promissory Note.

The undersigned, agrees to the ten (10) year term of the Agreement and agrees to repay the prorated remaining amount from the date of this Promissory Note execution date should the undersigned tenant business move, cease to exist, or if the Property Owner sell/transfer ownership of Property located at _____. Repayment to the City will be prorated rated at 10% per remaining outstanding years for the term of the Agreement.

In the event this note is placed in the hands of an attorney, after default, as aforementioned, for collection, the undersigned agrees to pay reasonable attorney fees, in addition to the cost of collection, and all sums due hereunder.

Date:

State of Maine

County of Aroostook

Before me this day as Notary Public personally appeared:

(Business Name)

By: _____

Attest: _____

_____, Notary Public

My Commission expires : _____

Exhibit "F"
Secured Loan Agreement

SECOND MORTGAGE
TO: City of Presque Isle, Maine
Downtown Façade Loan Program

This Second Mortgage (hereinafter referred to as "Second Mortgage") secures the payment of an indebtedness in the sum of \$_____.

THIS SECOND MORTGAGE is made this ____ day of _____ by and between _____, (hereinafter referred to as "Mortgagor") and the City of Presque Isle, Maine (hereinafter referred to as "Mortgagee") a municipal corporation organized and existing under the laws of Maine whose address is 12 2nd Street, Presque Isle, ME 04769.

MORTGAGOR, in consideration of the indebtedness herein recited and the Mortgage Promissory note (hereinafter referred to as "Note"), subject to other rights of any lien holder under a prior Mortgage or mortgage(s), for the purpose of securing the prompt payment by Mortgagor of said indebtedness and all other sums payable hereunder and under said Note, and also for the purpose of securing the performance of and compliance with all of the terms, covenants, conditions and warranties herein contained and contained in the Note, the Mortgagor does hereby Mortgage unto the Mortgagee, its successors and assigns the following described property located in the County of Aroostook, State of Maine, which has the address of _____, Presque Isle, Maine 04769 (herein "**Property Address**"), further described upon Exhibit A attached hereto.

TOGETHER with all the improvements now or hereafter erected on the property and all easements, rights, appurtenances and all fixtures now or hereafter attached to the property covered by this Mortgage; and all the foregoing, together with said property are herein referred to as the "Property";

TO SECURE to Mortgagee the payment of the indebtedness evidenced by Mortgagor's Note dated _____, in the principal sum of \$_____, without interest, and all payments of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Mortgagor herein contained.

Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed, that the Property is subject to a prior Mortgage or mortgage(s) and that Mortgagor will warrant and defend generally that title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed on a schedule of exceptions to coverage in any title insurance policy insuring Mortgagee's interest in the Property.

Mortgagor and Mortgagee covenant and agree as follows:

1. **Payment of Principal and Interest.** Mortgagor shall promptly pay when due, the principal of and interest on indebtedness evidenced by the Note, prepayment and late charges as provided in the Note
2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Mortgagee under the note and Paragraph 1 hereof shall be applied by Mortgagee first in payment of interest payable on the Note, then to the principal of the Note.
3. **Charges; Liens.** Mortgagor shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage in accordance with the prior mortgage. Mortgagor shall promptly furnish to Mortgagee receipts evidencing such payments upon request. Except for the prior Mortgage or mortgage(s) on the Property, Mortgagor shall promptly discharge any liens which have priority over this Mortgage; provided, that Mortgagor shall not be required to discharge any such lien so long as Mortgagor shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Mortgagee, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.
4. **Hazard Insurance.** Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, wind, and such other hazards as Mortgagee may require and, in such amounts, and for such periods as Mortgagee may require; provided, that Mortgagee shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to approval by Mortgagee; provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Mortgagee and shall include a standard mortgage clause in favor of and in a form acceptable to Mortgagee. Mortgagee shall have the right to hold the policies and renewals thereof and Mortgagor shall promptly furnish to Mortgagee all renewal notices and all receipts of paid premiums upon request.

In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor. Unless Mortgagee and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess if any, paid to Mortgagee within thirty (30) days from the date notice is mailed by Mortgagee to Mortgagor that the insurance carrier offers to settle a claim for insurance benefits, Mortgagee is authorized to collect and apply the insurance proceeds at Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

5. **Preservations and Maintenance of Property.** Mortgagor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property.

6. **Protection of Mortgagee's Security.** If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Mortgagee's interest in Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Mortgagee at Mortgagee's option upon notice to Mortgagor and any prior lien holder, may make such appearances, disburse such sums and take such action as is necessary to protect Mortgagee's interest, (including, but not limited to, disbursements of reasonable attorney's fees and entry upon the Property to make repairs). If the property is abandoned by the Mortgagor, Mortgagee may enter upon the Property to secure the premises to protect Mortgagee's interest in the Property.

Any amounts disbursed by Mortgagee pursuant to the Paragraph 6, with interest thereon, shall become additional indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, such amounts shall be payable upon notice from Mortgagee to Mortgagor requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this Paragraph 6 shall require Mortgagee to incur any expense or take any action hereunder.

7. **Inspection.** Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefore related to Mortgagee's interest in the Property.
8. **Condemnation.** Subject to the rights of any prior lien holder under a prior mortgage or Mortgage on the Property, the proceeds of any awards of claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to mortgagee.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with excess, if any, paid to Mortgagor. In the event of a partial taking of the Property, unless Mortgagor and Mortgagee otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Mortgagor.

If the property is abandoned by the Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemner offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within thirty (30) days after the date such notice is mailed, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's options either to restoration or repair of the Property or to the sums secured by this Mortgage.

9. **Mortgagor Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of the original Mortgagor and Mortgagor's successor in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest.
10. **Forbearance by Mortgagee Not a Waiver.** Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate, the balance of the indebtedness secured by this Mortgage.
11. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently independently or successively.
12. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Mortgagee and Mortgagor, subject to the provisions of Paragraph 16 hereof. All covenants and agreements of Mortgagor shall be joint and several. The captions and heading of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.
13. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Mortgagor at the Property Address or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by certified mail, return receipt requested, to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.
14. **Governing Law; Severability.** This Mortgage shall be governed by the laws of the State of Maine. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end of the provisions of the Mortgage and the Note are declared to be severable.
15. **Mortgagor's Copy.** Mortgagor shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

16. **Transfer of the Property of a Beneficial Interest in Mortgagor.** Excluding transfer to a prior lien holder under a prior mortgage or Mortgage, if all or any part of the Property or any interest in it is sold, foreclosed, or transferred (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a natural person) without Mortgagee's prior written consent, Mortgagee may, at its option, require immediate payment in full of all sums secured by this Mortgage.

If Mortgagee exercises this option, Mortgagee shall give Mortgagor and the senior lien holder prior written notice of acceleration. The notice shall provide a period of not less than thirty-five (35) days from date the notice is delivered within which Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

17. **Acceleration; Remedies.** Except as provided in Paragraph 16 hereof, upon Mortgagor's breach of any covenant or agreement of Mortgagor in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Mortgagee prior to acceleration shall mail notice to Mortgagor and to any prior lien holder as provided in Paragraph 13 hereof specifying; (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 35 days from the date the notice is received by Mortgagor, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Mortgagor to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Mortgagee at Mortgagee's option may declare all of the sums secured by this Mortgage to be immediately due and payable without demand, and may invoke the power of sale and any other remedies permitted by applicable law. Mortgagee shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided herein, including, but not limited to, reasonable attorney's fee.

The Mortgagee's right to convey the property hereunder shall be subject and subordinate to the rights of any prior lien holder under a prior Mortgage or Mortgage(s) on the Property.

If the Mortgagor omits or misrepresents a material fact in an application for the loan evidenced by this Mortgage or any documents executed in connection with the loan, then Mortgagee may exercise any remedies available herein and permitted by law, including the acceleration of all payments due on the Note.

18. **Mortgagor's Right to Reinstate.** Notwithstanding Mortgagee's acceleration of the sums secured by this Mortgage, Mortgagor shall have the right to have any proceedings begun by Mortgagee to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if; (a) Mortgagor pays Mortgagee all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Mortgagor cures all breaches of any other covenants or agreements of Mortgagor contained in this Mortgage; (c) Mortgagor pays all reasonable expense incurred by Mortgagee in enforcing the covenants and agreements of

Mortgage contained in this Mortgage and in enforcing Mortgagee's remedies as provided in Paragraph 17 hereof, including, but not limited to, reasonable attorney's fees; and (d) Mortgagor takes such action as Mortgagee may reasonably require to assure that the lien of this Mortgage, Mortgagee's interest in the Property and Mortgagor's obligation to pay the sums secured by this Mortgages shall continue unimpaired. Upon such payment and cure by Mortgager, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Release.** Upon payment of all sums secured by this Mortgage or the end of the ten-year period described in Section 20, Mortgagee shall discharge this Mortgage. Mortgagor shall be responsible for the cost of recording said discharge.
20. **Presque Isle Downtown Facade Loan Program.** Mortgagee is assisting in the financing of the Property's Facade Improvements by a loan from funds made available under the Presque Isle Downtown Facade Loan Program (hereinafter referred to as "PIDFLP") and pursuant to the rules promulgated thereunder and the requirements of the Mortgagee which administers the PIDFLP. The loan is made without a charge for interest on the outstanding principal balance of said loan and is subject to principal reductions as provided in the Note and in Section 21.
21. **Recapture.** PIDFLP Recapture provisions require that Mortgagee recoup all or a portion of the assistance to the Facade Improvement if the Property does not continue to be in the ownership of the Mortgagor for the duration of the ten-year period. The amount subject to recapture is based on the amount of assistance that enabled the Mortgagor to make facade improvements prorated for the remainder of the ten (10) year period.

Mortgagee shall prorate the amount of assistance subject to recapture based on the following grounds for recapture:

- a. **Sale:** If borrower sells the property during the 10 year period
 - b. **Foreclosure:** If the Property goes into foreclosure or Borrower deeds the Property in lieu of foreclosure
 - c. **Out of Compliance:** If the Mortgagor is out of compliance with the program by: (1) Removing or changing Facade Improvements without approval of Mortgagee; (2) refinancing the property without written approval by Mortgagee; (3) failing to comply with the provisions of the Downtown Facade Maintenance Agreement or (4) failing to comply with any other requirement of the Mortgagee's, PIDFLP Rules
22. **Subordination.** Mortgagor and Mortgagee acknowledge and agree that the Note and this Mortgage is a subject and subordinate I all respects to the lien, terms, covenants and conditions of the prior Mortgage on the Property, including all sums advanced for the purpose of (i) protecting or further securing the lien of the prior Mortgage, curing defaults by the Mortgagor under the prior Mortgage or for any other purposes expressly permitted by the prior Mortgage or (ii) construction, renovating, preparing or equipping the Property. The terms and provisions of the

prior Mortgage are paramount and controlling and they supersede any other terms and provision hereof in conflict therewith. Any person, including his or her successors or assigns (other than the mortgagor or a related entity of the Mortgagor), receiving title to the Property through a foreclosure of the prior Mortgage shall receive title to the Property free and clear from such restrictions.

This shall not be construed to indicate that Mortgagee must subordinate its interest in the property to any subsequent mortgage that shall come into being should the Owner determine to refinance the property. Certain restrictions have been placed on the property through the covenants detailed in Section 20, and these covenants shall remain binding unless specifically waived in writing by Mortgagee.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage the day and year first above written.

BY: _____
(Print or type Mortgagor's Name here)

STATE OF MAINE
Aroostook, ss.

(Date)

Personally, appeared the above named _____ and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity.

Before me,

NOTARY PUBLIC

(Type Name): _____

My Commission Expires: _____

PRESQUE ISLE CITY COUNCIL MEETING

For:

May 4, 2022

AGENDA ITEM # 10

SUBJECT

OLD BUSINESS: Schedule Public Hearing on Chapter 59A,
Marijuana Ordinance

INFORMATION

- 1) Memorandum
- 2) Draft Chapter 59A, Marijuana Ordinance

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by
Councilor _____ to schedule a public hearing for
Marijuana Ordinance on June 1, 2022.



City of Presque Isle, Maine

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

MEMORANDUM

TO:	Kim Finnemore, City Clerk & Martin Puckett, City Manager
FROM:	Galen Weibley, Director of Economic & Community Development
DATE:	April 25, 2022
RE:	Marijuana Ordinance Working Group Findings and Suggestions

I would like to thank members of the working group below for volunteering hours exploring this important topic and for asking great questions to the marijuana businesses that shed light into the many requirements and quality standards in place to protect the consumer and build a solid reputation for this new industry.

Working Group Members

Mike Thibodeau, Meg Hegemann, Matthew Ryan McGinley, Peter Haines, Tim St. Peter, Kevin Freeman, & Laurie Kellie

After diligently discussing the current City ordinance in comparison to current operations and state regulation we have determined the following reforms are needed in our ordinance that will safeguard the community and showcase how Presque Isle Marijuana Businesses are a step above the state requirements in offering quality customer services and products.

Below is a summary of the changes proposed by the Working Group for the Council to consider:

- Added section regarding staff review and granting authority of staff review to deny applications not fit for the City Council.
- Added better verbiage for Odor Control standards approved by the Code Enforcement Officer.
- Added Notice requirement for businesses to post at establishments regarding marijuana use during pregnancy may cause harm to baby health
- Removed Marijuana Retail Stores from Agricultural Forestry and Farming Zone
- Added training requirement for sales staff to complete annually
- Added appeal process for denial of application

Suggested Motion: Mr. Chairman, I move that we schedule a public hearing to discuss adopting changes to the City's Chapter 59A

Enclosure: Mark up version on Chapter 59A Marijuana Ordinance

CHAPTER 59 A

CITY OF PRESQUE ISLE

Adult Use and Medical Marijuana Businesses

Ordinance

REPEALS AND REPLACES CHAPTER 59



Approved by the City Council: January 23, 2020

Amended: October 7, 2020

Amended: June 1, 2022

True Copy Attest: _____

City Clerk

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Adult Use and Medical Marijuana Businesses

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A. Title:

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

B. Authority and Applicability:

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

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

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

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

C. Purpose:

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

D. Conflict with Other Ordinances; State Law:

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

E. Effective Date:

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

F. Validity and Severability:

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

G. Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- A. Is authorized in accordance with 22 M.R.S. §2423-A, subsection 10 to analyze contaminants in and the potency and cannabinoid profile of samples; and
- B. Is accredited pursuant to standard ISO/IEC 17025 of the International Organization for Standardization by a 3rd-party accrediting body or is certified, registered or accredited by an organization approved by the State of Maine.

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

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

Pre-School: A public or private institution that provides instruction to children who are 3 to 5 years of age

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

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

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

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

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

H. License Required:

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

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

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

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

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

I. Application Procedure:

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

B. All applicants must be qualified according to the provisions of this Ordinance.

Applicants shall provide sufficient information to demonstrate that they meet all qualifications and standards established in this Ordinance.

C. Application to establish a Marijuana Business

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

2. The completed application for a Marijuana Business license shall contain the following information and shall be accompanied by the following documents:

- a. If the applicant is an individual: The individual shall state their legal name and any aliases, and submit proof that they are at least twenty-one (21) years of age.
- b. If the applicant is a partnership: The partnership shall state its complete name, and the names of all partners, whether the partnership is general or limited, submit a copy of the partnership agreement, if any, and submit proof that all partners are at least twenty-one (21) years of age.
- c. If the applicant is a corporation: The corporation shall state its complete name, the date of its incorporation, evidence that the corporation is in good standing under State law, the names and capacity of all officers, directors and principal stockholders, the name of the registered corporate agent, the address of the registered office for service of process, and submit proof that all officers, directors and principal stockholders are at least twenty-one (21) years of age.
- d. If the applicant is a limited liability company (LLC): The LLC shall state its complete name, the date of its establishment, evidence that the LLC is in good standing under State law, the names and capacity of all members, a copy of its operating agreement, if any, the address of its registered office for service of process, and submit proof that all members are at least twenty-one (21) years of age.

- e. If the applicant intends to operate the Marijuana Business under a name other than that of the applicant, they must state the Marijuana Business' name and submit the required registration documents.
 - f. If the applicant, an officer, member or employee has been convicted of criminal activity under State and/or federal law, they must list the specified criminal activity involved, and the date, place, and jurisdiction of each conviction.
 - g. If the applicant has had a previous license under this Ordinance or other similar Marijuana Business license applications in another town, city or state denied, suspended or revoked, they must list the name and location of the Marijuana Business for which the license was denied, suspended or revoked, as well as the date of the denial, suspension or revocation, and they must list whether the applicant has been a partner in a partnership or an officer, director, or principal stockholder of a corporation that is permitted/licensed under this Ordinance, whose license has previously been denied, suspended or revoked, listing the name and location of the Marijuana Business for which the permit was denied, suspended, or revoked as well as the date of denial, suspension or revocation.
 - h. If the applicant holds any other permits/licenses under this Ordinance or other similar Marijuana Business license from another town, city, or state the applicant shall provide the names and locations of such other permitted/licensed businesses.
 - i. The type of Marijuana Business for which the applicant is seeking a license.
 - j. The location of the proposed Marijuana Business, including a legal description of the property, street address, and telephone number.
 - k. Sufficient documentation demonstrating possession or entitlement to possession of the proposed licensed premises of the Marijuana Business pursuant to a lease, rental agreement, purchase and sale agreement or other arrangement for possession of the premises or by virtue of ownership of the premises.
 - l. The applicant's mailing address and residential address.
 - m. Recent passport-style photograph(s) of the applicant(s).
 - n. The applicant's driver's license.
 - o. A sketch showing the configuration of the subject premises, including building footprint, interior layout with floorspace to be occupied by the business, and parking plan. The sketch must be drawn to scale with marked dimensions.
 - p. A copy of a City Tax Map depicting: the subject property lines and the property lines of other properties within one thousand (1,000) feet of the subject property; measured in accordance with Section J.A.3.
3. All applications for a Marijuana Business license shall be kept confidential by the City.

4. All applicants, including all individuals, officers, directors, managers, members, and partners, for any Adult Use Marijuana Business license, excepting Adult Use Marijuana Testing Facilities, must be residents of the State, as defined in 28-B M.R.S.A. §102, and a majority of shares, partnership interests, and membership interests, or other equity interests in corporate applicants must be held or owned by persons who are residents.

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

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

6. The Presque Isle Marijuana Application Review Board (consisting of Police Chief, Fire Chief, Code Enforcement Officer, Economic Development Director, City Assessor, and City Engineer) shall review all applications for completeness and ensure all plans will allow a Marijuana Business to follow this Ordinance. Unanimous approval by all members of the Review Board is required before sending a license application to the City Council for final approval. The Review Board may deny an application for failure to meet the requirements of this Ordinance. Action for denial does not preclude an applicant to reapply with a new application and corresponding application fee.

Commented [GW1]: New Section added to ordinance to highlight City application process from staff review to City approval.

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

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

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

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

Adult Use Marijuana Cultivation:

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

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

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

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

A)

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

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

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

combined plant canopy in excess of 30,000 SF.

I. Standards for Permit:

A. General

1. All Marijuana Businesses shall comply with applicable state and local laws and regulations.
2. Marijuana Businesses shall only be located within the zoning districts permitted in section E. below.
3. Marijuana Businesses may not be located on property within one thousand (1,000) feet of the property line of a preexisting public or private school (K-12). For the purposes of this Ordinance, "school" includes a public school, private school as defined in 20-A M.R.S.A. §1:
Required setbacks shall be measured as the most direct, level, shortest, without regard to the intervening structures or objects, straight-line distance between the school property line and the property line of the parcel of land on which the Marijuana Business is located. If the Marijuana Business is located within a commercial subdivision, the required setback shall be measured from the front door of the Marijuana Business to the property line of the school. Presence of a town, city, county, or other political subdivision boundary shall be irrelevant for purposes of calculating and applying the distance requirements of this Section.
4. Marijuana Businesses may not be located on property within one hundred fifty (150) feet of the property line of a parcel containing one or more other Marijuana Businesses, a Church, Pre-School, Day Care, or Community Center. Required setbacks shall be measured as the most direct, level, shortest, without regard to the intervening structures or objects, straight-line distance between the front doors of existing primary structures of the parcels of land on which the Marijuana Businesses are located. If the Marijuana Business is located within a commercial subdivision, the required setback shall be measured from the front door of each of the Marijuana Businesses. Presence of a town, city, county, or other political subdivision boundary shall be irrelevant for purposes of calculating and applying the distance requirements of this Section.

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

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

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

All Adult Use Marijuana Stores and Registered Caregiver Retail Stores must be operated from permanent locations, which may utilize telephone and internet orders as long as the buyer pays for and picks up such orders in the store on the day the order is made, an exception is made for Registered Caregiver Retail Stores whereas it may be a necessity for the business to deliver medical marijuana to a patient. These deliveries will be made by the business and no contracted/paid delivery service will be authorized. Delivery must be made directly to the Qualified Patient and proper identification is verified.

7. Adult Use Marijuana Stores and Registered Caregiver Retail Stores may not use vending machines for sales, may not have "drive-through" or "drive-up" window serviced sales, and may not have internet-based sales with credit/debit card payment and delivery by USPS, UPS, FedEx, DHL, or any other global or local delivery service or courier.
8. Security measures at all Marijuana Business premises shall include, at a minimum, the following:
 - a. Security surveillance cameras installed and operating twenty-four (24) hours a day, seven (7) days a week, with thirty (30) day video storage, to monitor all entrances, along with the interior and exterior of the premises, to discourage and facilitate the reporting of criminal acts and nuisance activities occurring at the premises; and
 - b. Door and window combination video and motion detector intrusion system with audible alarm and smart phone monitoring, maintained in good working condition; and
 - c. A locking safe permanently affixed to the premises that is suitable for storage of all marijuana, marijuana products, and cash stored overnight on the licensed premises; and
 - d. Exterior lighting that illuminates the exterior walls of the licensed premises during dusk to dawn, that is either constantly on or activated by motion detectors, and complies with applicable light pollution standards established in the Technical Assistance Bulletin (Lighting Manual) produced by the State Planning Office; and
 - e. Deadbolt locks on all exterior doors and any other exterior access points, excepting window which shall have locks; and
 - f. Methods to ensure that no person under the age of twenty-one (21) shall have access to marijuana and marijuana products.

9. **Ventilation**

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

Commented [TSP2]: All Marijuana Businesses are required to be in compliance with Odor Control and Abatement Performance Standards, and all Marijuana Cultivation facilities shall submit an odor mitigation plan sufficient to mitigate potential nuisance conditions at property lines.

Commented [GW3R2]: Added new language to section.

10. Operating Plan

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

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

11. Required Notices

There shall be posted in a conspicuous location inside each Marijuana Store, at least one legible sign containing the following information: On-site consumption of marijuana is illegal; Open and public consumption of marijuana in the State of Maine is illegal; The use of marijuana or marijuana products may impair a person's ability to drive a car or operate machinery; No one under the age of twenty-one (21) may purchase marijuana or marijuana products, except a minor with medical marijuana card; Loitering prohibited; **Marijuana use during pregnancy can be harmful to your baby's health.**

Commented [GW4]: Per Meg Hegman's recommendation for awareness & education

12. Signs

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

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

- B. Right of Access/Background Check/Inspection Every Marijuana Business shall allow law enforcement officers and the Presque Isle Code Enforcement Officer ("CEO") to enter the premises at reasonable times for the purpose of checking compliance with all applicable State laws and this Ordinance. All premises managers for Marijuana Businesses shall submit emergency contact information to the Presque Isle 911 Communication Center. All business assets shall be reported to the City Assessor annually.
- Due to fire, explosion, and other hazards inherent in Marijuana Cultivation, Testing, and Manufacturing facilities, including, but not limited to, heavy electrical loads, hot lighting fixtures, CO2 enrichment, extraction solvents (acetone, butane, propane, ethanol, heptane, isopropanol, CO2, etc.), high-pressure extraction methods (CO2, etc.), and flammable contents, the owners of all such facilities shall agree to be inspected annually by the Presque Isle Fire Department and have a Knox Box installed at the structure's exterior entrance for emergency access. Knox Boxes shall be obtained and installed in coordination with the Presque Isle Fire Department.
- C. Indemnification By accepting a license issued pursuant to this Ordinance, the licensee waives and releases the City, its officers, elected officials, employees, attorneys, and agents from any liability for injuries, damages, or liabilities of any kind that result from any arrest or prosecution of any Marijuana Business owners, operators, employees, clients, or customers for a violation of local, State or federal laws, rules, or regulations.

By accepting a license issued pursuant to this Ordinance, the permittee/licensee agrees to indemnify, defend, and hold harmless the City, its officers, elected officials, employees, attorneys, agents, and insurers against all liability, claims, and demands on account of any injury, loss or damage, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or

damage, or any other loss of any kind whatsoever arising out of or in any manner connected with the operation of a permitted/licensed Marijuana Business.

D. State Law

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

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

E. Zoning

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

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

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

Commented [GW5]: Added for ease of understanding measurement

Commented [GW6]: Removed AFFZ

K. Enforcement

A. Violations

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

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

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

1. If the LEO or CEO finds that any provision of this Ordinance is being violated, they shall notify in writing the person responsible for such violation, indicating the nature of the violation and ordering the action necessary to correct it, including but not limited to, discontinuance of illegal use of land, buildings, or structures, or work being done, removal of illegal buildings or structures, and abatement or mitigation of violations. A copy of such notices shall be submitted to the City Council and be maintained as a permanent record.
2. The LEO or CEO shall keep a complete record of all essential transactions of the LEO or CEO, including Marijuana license applications submitted, permits/licenses granted or denied, training certifications, revocation actions, revocation of permits/licenses, appeals, court actions, violations investigated, violations found, and fees collected.

C. Legal Actions

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

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

D. Penalties/Fines

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

L. Training:

A. Individuals who sell marijuana and marijuana products, pursuant to a Marijuana Store business license, must complete responsible marijuana vendor sales practices training **as approved by the CEO or State.** This training may be completed online and an employee must be certified within 60 calendar days of employment.

Commented [GW7]: Changed wording based on feedback from Working group. Removed when available.

B. Recordkeeping

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

C. Failure to comply with the training requirements

Failure to meet the training requirement imposed by the **CEO**, may result in the denial/revocation of a Marijuana Business license during **renewal**.

Commented [GW8]: Clarified jurisdiction for Training Requirement

Commented [GW9]: Emphasized renewal instead of initial application

M. Appeals:

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

Commented [GW10]: Added clarifying language to the appeal process

N. Fees & Application:

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

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

O. Sunset Provision:

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

PRESQUE ISLE CITY COUNCIL MEETING

For:

May 4, 2022

AGENDA ITEM # 11

SUBJECT

NEW BUSINESS: Maine Department of Transportation, Main Street Funding Programs

INFORMATION

- 1) Letter of Support
- 2) Village Partnership Initiative
- 3) MDOT's Municipal Guide

REQUESTED ACTION

BE IT RESOLVED by Councilor _____ seconded by Councilor _____ to approve letter of support to Honorable Pete Buttigieg, Secretary of USDOT.



City of Presque Isle, Maine

The Office of
City Manager

Martin Puckett

Email: mpuckett@presqueisleme.us

April 27, 2022

The Honorable Pete Buttigieg, Secretary
U.S. Department of Transportation
1200 New Jersey Ave, SE
Washington, DC 20590

Dear Secretary Buttigieg,

Please accept this letter of strong support for the Maine Department of Transportation's (MaineDOT) grant application for the U.S. Department Nationally Significant Multimodal Freight and Highways Projects grant program (INFRA). The application outlines MaineDOT's important plans to build the second stage of a truck bypass in northern Maine via the *Presque Isle Freight and Mobility Priority Corridor Project* ("Project").

The bypass sets the stage to transform Presque Isle via numerous downtown improvements that will make the area safer and more accessible to all users, including pedestrians and cyclists. The two-lane bypass will redirect truck traffic out of downtown, ensuring harmful emissions, noise pollution and safety concerns are greatly reduced while simultaneously providing a critically-needed faster route for trucks and through traffic around town instead of through it. Trucks currently encounter traffic along Main Street (US Route 1) downtown as they negotiate the region's commercial center. The two-lane bypass provides numerous benefits, including:

- Creating a better environment for MaineDOT and the City of Presque Isle to revitalize downtown via a *Complete Streets* transformation
- Reducing truck traffic and associated pollutants, noise and road/curb damage
- Minimizing conflicts between trucks and horse-and-buggies used by northern Maine's abundant Amish community
- Providing a future right-of-way for snowmobiles and ATVs critical to Maine's tourism economy
- Decreasing transit time for northern Maine freight, including the region's time-sensitive perishables traffic

Trucks currently traveling through downtown encounter traffic, numerous stoplights, cross streets, driveways, crosswalks, bicyclists, pedestrians and trains while meandering at 25 mph. The bypass will allow trucks and other vehicles to avoid downtown and maintain 55 mph, saving time and money while improving safety and laying the groundwork for a much-needed downtown transformation to ensure the city will be suitable for active transportation.

12 Second Street

Presque Isle, ME 04769-2459

Phone: 207.760.2780

Fax 207.764.2501

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HR Director, 12 Second Street Presque Isle, ME 04769, or call (207) 760-2700.*

We are pleased that MaineDOT is seeking assistance from USDOT for this very important Project and respectfully request that you please consider fully funding this Project for an MPDG Grant award. Thank you for your time and consideration.

Sincerely,

Martin Puckett
City Manager



Village Partnership Initiative

The Village Partnership Initiative is designed to be available to all willing communities that have or can agree upon a local vision. Village projects can vary from small, spot improvements to large, once-in-a-lifetime investments if we can successfully partner to access federal discretionary funds. Working with other agencies, these communities should have access to broadband, as good internet connections are as important as physical connections are today.

Click on one of the initiative types below to learn more.

➡ [Large Transformative \(#\)](#)

Focus

This program is new for 2022. MaineDOT has set aside \$4 million in state seed monies in the first year and \$4 million in each of the subsequent years as matching funds for investment in Maine village and downtown centers. MaineDOT will work in partnership with local officials to reinvest and revitalize one of the distinguishing features of New England: our iconic village centers. Depending upon the vision of each individual municipality, we can look to make once-in-a-lifetime investments in the lower-speed areas where people meet, shop, and do business. These village areas need to be built on a human scale: walkable, bicycle-friendly, and business-friendly. In sum, this can be bigger than just transportation; it is potentially place-making. These investments, when coupled with broadband if currently unavailable, will create an incentive for businesses to want to locate, people to live, and others to visit and possibly relocate. We believe these projects will improve pedestrian, bicycle, and vehicular safety and have the potential to reduce greenhouse gas emissions by allowing people to do more business locally.

Types of Projects

MaineDOT has had success with projects like this in the past. A look at Naples, Bridgton, and now Fryeburg on the Route 302 corridor provides examples in western Maine. Woodford's Corner in Portland and the downtown in Ogunquit show our vision in more urban areas. The downtowns and villages of Hallowell and Belgrade also show realized potential. To build on these successes, MaineDOT has been designing and standing up a Village Partnership Initiative on a modest scale, using state and local funds. The federal Bipartisan Infrastructure Law (BIL), through various grant opportunities, has the potential to expand that vision many times by allowing the state and local funds to be used as match to federal grant funding. We believe we will be able to truly partner with communities to envision, plan, and revitalize their villages.

Due to their complexity, it is anticipated that most of these projects will be designed and constructed by MaineDOT and its contractors.

Eligibility

Opportunities are available for any Maine village or downtown on a state or state aid highway where a community has a vision for significant improvements to lower-speed areas that are or could become a community center inviting businesses and community facilities and are walkable and bicycle friendly. These projects are anticipated to cost \$10 million or more and would likely be contingent on securing special federal allocations such as earmarks or grants. The BIL offers a unique set of opportunities for this program that were not viable in the past.

Funding

The initial scoping and preliminary design for these projects can be funded through a cooperative agreement between MaineDOT and a community. This would be done under or in a similar manner to the Planning Partnership Initiative program below. Some of the seed monies from this program in 2022 may be used to augment the Planning Partnership Initiative program for initial village incentive program scope development. The initial planning will require an agreement between MaineDOT and the community. The agreement will require a municipal match generally based on the following:

- Municipal Property Valuation less than \$150M, 70% State, 30% Municipal
- Municipal Property Valuation a\$150M to \$350M, 60% State, 40% Municipal
- Municipal Property Valuation >\$350M, 50% State, 50% Municipal

The maximum amount of the agreement will be dependent on the complexity of the project and the amount of design needed to be competitive on the federal level.

These are complex projects and will take several years to develop. Once the project is scoped and an adequate amount of public outreach and design work is complete, MaineDOT and the community will develop a strategy for applying for special federal allocations such as earmarks or BIL grants. The application may be bundled with other communities across the state to make the package more competitive on the federal level. Once a grant or earmark is secured, MaineDOT and the municipality will enter into a construction agreement. Most federal transportation funding requires a 20-percent non-federal match. The non-federal match may be shared by MaineDOT and the community at a ratio similar to those above. For example, a \$10-million construction project could be funded the following way: \$8 million federal, \$1 million state, and \$1 million municipal. MaineDOT may be able to suggest financing opportunities for the municipality.

How to Apply

Applying is as simple as a town official contacting your regional planner in MaineDOT's Bureau of Planning. The planner will arrange a time to meet with you and begin a conversation about your vision and how it might fit this program. To contact your MaineDOT regional planner, call 207-624-3300.

➕ [Small Spot Improvements \(#\)](#)

Focus

MaineDOT has set aside \$1 million in state monies in all three years of this Work Plan for the development of small village improvements. This program is new for 2022 and is designed to make spot improvements to existing villages. This program will be used by communities to better define the limits of their villages and

improve safety, using gateway treatments, traffic calming, and pedestrian enhancements. In 2022, this program will invest \$1 million in state funds, leveraging another \$1 million in local funding. This program is intended to create safer and more inviting villages on state and state aid highways across Maine.

Types of Projects

These projects can range from gateway treatments, marking the beginning of a village area to help slow traffic, to improving pedestrian crossings and ADA compliance. They may also be used to enhance on-street parking, improve sidewalks, etc.

Eligibility

Opportunities are available for any Maine village or downtown on a state or state aid highway, where a community has identified the need for spot improvements that will improve safety and the viability of the village.

Funding and Delivery

These projects will be funded on a first come/first serve basis through cooperative agreement between MaineDOT and a community. Projects could range from several hundred thousand dollars to \$500,000 total project cost. Each year, MaineDOT anticipates funding four or five projects under this program.

- Municipal Property Valuation less than \$150M, 70% State, 30% Municipal
- Municipal Property Valuation a\$150M to \$350M, 60% State, 40% Municipal
- Municipal Property Valuation >\$350M, 50% State, 50% Municipal

Procurement and construction are typically administered by the municipality under the direction of a Maine Professional Engineer in a similar manner to the Municipal Partnership Initiative projects.

How to Apply

Applying is as simple as a town official contacting your regional planner in MaineDOT's Bureau of Planning. The planner will arrange a time to meet with you and begin a conversation about your vision and how it might fit this program. To contact your MaineDOT regional planner, call 207-624-3300.

MaineDOT's Municipal Partnership Initiative

Municipal Guide

Purpose of the Initiative

MaineDOT's Municipal Partnership Initiative (MPI) is intended to be a streamlined program to address municipal requests that deal with transportation infrastructure issues on state and state-aid highways, encourage economic opportunities and make improvements to infrastructure to increase its life or correct safety deficiencies.

The program is designed to promote partnerships between MaineDOT and municipalities by leveraging additional resources on a voluntary basis to match limited state resources. The goal is to make improvements to state and state-aid highways by utilizing more flexible project delivery methods.

MPI Grant Requirements

The intent of the Municipal Partnership Initiative is to make improvements to the core of a road through various pavement preservation treatments, highway rehabilitation, or reconstruction. In order to be eligible, each project must also meet the following additional criteria:

- *Professional Engineer Certified:* Unless waived by MaineDOT's Chief Engineer, all projects must be designed by an engineer licensed in the state of Maine. Once the project is constructed, the engineer of record must certify that it was constructed in accordance with the plans and specifications and MPI requirements.
- *10-Year Useful Life:* Unless waived by MaineDOT's Chief Engineer, the work must have a minimum 10-year useful life.
- *Deliverability:* Procurement and construction are administered by the municipality. In which case, the municipality must demonstrate to MaineDOT it has the ability or can obtain the ability to administer the project. Construction must commence within eighteen (18) months and construction must be certified complete in thirty-six (36) months from when the Municipal Partnership Agreement is signed. If timelines are not met, MaineDOT may opt to reallocate funding to other eligible projects in other municipalities.
- *Public Involvement:* The municipality is responsible for leading the public involvement process consistent with all laws, including Maine's Sensible Transportation Policy Act. The value and extent of documented municipality support will be considered a project benefit.
- *Betterment of the State Transportation System:* The work covered must be a betterment of the state transportation system. The MPI is not intended to fund improvements required as a condition to a Highway Opening Permit or mitigation for a Traffic Movement Permit. (Improvements required by a Traffic Movement permit may be eligible for MaineDOT's Business Partnership Initiative funding.)
- *Multiple Party Agreements:* The municipality and all involved parties must be willing to enter into a Municipal Partnership Agreement whereby the MPI grant amount is capped based on project estimates at the time of MPI application submittal. Future roadway maintenance should remain the same unless a change is negotiated between MaineDOT and the municipality.

- **Right-of-Way Acquisition:** MPI grants will only reimburse for the right of way required for the transportation betterment. Most projects are expected to be within existing right of way; however, the municipality may be asked to secure any needed property rights in accordance with all applicable state and federal law. Municipalities shall be prepared to convey acquired rights to MaineDOT upon completion of the project.

Funding

State funding for MPI projects is limited by available state funding. MaineDOT anticipates having approximately \$7 million annually for the Municipal Partnership Initiative. Maximum funding shares will be based on the table provided below.

To better provide access to this program throughout the state, a three-tiered share approach is used to determine the maximum MaineDOT share based on the most current municipal valuation published by the Maine Revenue Service. Please see the table below to find your municipal share.

Municipal Valuation	Maximum MaineDOT Share	Minimum Municipal Share	MaineDOT Share CAP
1. \$0 to \$150 Million	70%	30%	\$875,000
2. \$150 to \$350 Million	60%	40%	\$750,000
3. Over \$350 Million	50%	50%	\$625,000

MPI funding is not available to supplement funding for any other published capital project in MaineDOT's work plan.

The MPI program, since its inception, has been very well received. Demand has always exceeded available resources. Thus, consideration will be given to municipalities proposing higher municipal shares when requesting an MPI.



Municipalities with valuations of less than \$350 million may apply for financing of MPI projects through low interest State Infrastructure Bank loans. These loans will have a maximum 10-year term, with interest compounded annually, and repayment will be billed annually. Municipalities should express a desire to borrow funds in their application letter. Alternatively, there are repayment options available through reductions in Local Road Assistance Programs annual payments.

Municipalities may utilize in-kind services and provide materials to cover all or a portion of their share, depending upon the scope of the project. Rates for these services and material costs shall be the actual rates for their staff and equipment, and actual costs for materials. Rates and materials costs must be corroborated by the municipality's financial accounting system.

Municipalities that do not have a full-time engineer on staff, nor have a consulting engineering firm on retainer, may be eligible for a professional engineering grant solely for preliminary engineering. Engineering grants for preliminary engineering shall have a funding split of 70% MaineDOT funds to 30% local funds.



Project Selection

MaineDOT continuously accepts project application letters. Eligible projects will typically be selected during the first quarter of the year or until funds are exhausted. Remaining applications will be considered in the next funding cycle.

Selection will be based on the following (in no specific order):

- **Safety:** The improvement will impact a direct safety need, such as an infrastructure improvement that addresses an area with a high crash history or a potential for hazardous conditions. Improvements that address deficiencies for multiple modes of transportation will be given higher priority.
- **Degree of Betterment:** Projects that provide a greater infrastructure benefit than others by reducing maintenance costs, improving ride quality, or increasing mobility will be given higher priority.
- **Customer Benefit:** Preference will be given to projects based on the amount and degree of benefit that travelers will realize from the improvement. Projects on higher priority corridors will be given preference.

- *History of Prior Repairs or Maintenance:* Preference will be given to projects that address issues that have a history of frequent maintenance repairs.
- *Maintenance and Capital Benefit:* Projects that are on highways with low Pavement Condition Ratings (PCR) will be given higher priority.
- *Percentage of Local Match:* The greater the percentage of non-state funding, the greater the likelihood the project will be selected.
- *Community Support:* Support of the project from users, abutters, businesses, and other community entities will be evaluated.
- *Utility Upgrades:* Municipalities should coordinate proposed projects with local utilities prior to applying for an MPI. Projects with underground utility upgrades will be given higher priority.
- *Prior MPI Awards:* MaineDOT will seek to fund eligible projects in all interested municipalities prior to issuing multiple grants to the same municipality.
- *Economic Development & Job Creation:* Preference will be given to projects that allow for job growth and facilitate economic development.
- *Local Funding Share:* The municipality must certify that the local share is not part of the MaineDOT work plan.



Project Administration

Projects shall be administered by the municipality with professional engineering oversight, and by their procurement processes. MaineDOT will only review projects at completion of design and construction. The focus of MaineDOT's review will be to ensure that the project will achieve the above selection criteria, and not degrade safety. MaineDOT will reimburse entities once the work is completed to the satisfaction of MaineDOT. For large projects, subject to available funding, MaineDOT will consider partial payments based on project progress.

Application Process

- Review the program criteria in this guide.
- Reach out to the Region Office (www.maine.gov/mdot/about/regions/ or call 624-3600) to discuss project merits and expected funding availability. The Region Engineer is the point of contact for all MPI inquiries.
- Submit a letter describing the project and its benefits in the following categories:
 - a. Safety Improvements
 - b. Degree of Betterment
 - c. Customer Benefit
 - d. History of Prior Repairs or Maintenance

- e. Maintenance and Capital Benefit
 - f. Percentage of Local Match
 - g. Community Support
 - h. Utility Upgrades
 - i. Prior MPI Awards
 - j. Economic Development and Job Creation
- Submit an opinion of cost to complete the project. This estimate can include the cost of engineering work prior to and during construction and will become part of the Municipal Partnership Agreement later if your project is accepted. Municipalities proposing to allocate a greater share than the minimum percentage will be given favorable consideration.
 - MaineDOT will evaluate and prioritize all candidate projects within available funding.
 - Municipalities must execute signed agreement within 3 months of project acceptance notification.





FAQs Regarding the Municipal Partnership Initiative

1. Q: To whom do I send the application letter requesting an MPI project? Is there a backup person I can contact?
A: The application letter should be sent directly to the Region Engineer for your area to begin processing. Preferably, it should be sent via email; however, a hard copy will be accepted as well. Should you be unable to reach the Region Engineer, you may contact the MaineDOT Region Manager at the same address. Region Office locations and phone numbers can be found at the following internet website: www.maine.gov/mdot/about/regions/
2. Q: What type of funds can a municipality use for its share of an MPI?
A: MaineDOT has no opinion on the source of local funds outside of other MaineDOT and MPO funding contributions.
3. Q: Can our municipality get approval for funding in one year and begin construction the prior year?
A: Yes, but there are two caveats. First, reimbursement cannot take place until the funding year. Second, the town must be willing to accept the risk that the MPI program may not be fully funded for that year.

4. Q: If a town's application overestimates the actual costs of the MPI work, can the municipality "roll it" into a new MPI?
- A: No, the surplus project funding amount is returned to the pool of MPI funding for that year.
5. Q: Once the MPI is approved and the Municipal Partnership Agreement is signed, can a municipality modify the MPI estimate and receive more funding?
- A: No, the MaineDOT cost share amount specified in the Municipal Partnership Agreement cannot be increased. The burden of cost overruns will be the responsibility of the municipality.
6. Q: Are there federal funds involved, or is it all state money?
- A: MaineDOT's share of Municipal Partnership Initiative funding is state funding only.
7. Q: Can we utilize a Business Project Initiative (BPI) and MPI together on the same project?
- A: No, not on the same project.
8. Q: When are the final invoices due to get a final reimbursement check?
- A: The invoices requesting reimbursement to the municipality must be received within 12 months of project completion and the project must be completed within 36 months of signing the Municipal Partnership Agreement.
9. Q: Is the municipality responsible for wage rate confirmation as required by the following law: *"Effective September 19, 2019, any public works project that is 1) contracted out AND is funded with state funds (partial or fully funded) AND 2) totals \$50,000 or more will require provisions for paying construction trade workers at least the prevailing minimum wage and benefit rates set by the Maine Department of Labor for the locality and type of construction."* ?
- A: Yes.



10. Q: Do MPI projects have to follow MaineDOT Standard Specifications?
- A: No. Generally accepted engineering standards and specifications may be utilized; however, unless waived by the Chief Engineer, projects must be designed by an engineer licensed in Maine. Once constructed, the engineer of record must certify that the project was constructed in accordance with the plans and specifications. In addition, design exception(s) to controlling design criteria shall be listed on the plan set title sheet.
11. Q: Does MaineDOT require any materials testing during construction or after the project is completed?
- A: No. Any quality assurance/quality control testing shall be determined by the engineer of record and performed under the jurisdiction of the municipality.



12. Q: Can a municipality use MPI funds for mitigation for a developer project required by a Traffic Movement Permit?
- A: No. If MaineDOT participates in mitigation for a TMP, it will be through the Business Partnership Initiative (BPI).
13. Q: What's the smallest amount of funding a municipality can request for an MPI?
- A: There is no improvement that is too small. MPI's have been funded for as little as \$5,000 and as large as \$8,000,000.

14. Q: Can a municipality begin the application process for an MPI without having the town's funding fully encumbered at the time of application?

A: A municipality can request an MPI project and then receive approval of the municipal cost share through their local budgeting approval process.

15. Q: What type of projects qualify for MPI?

A: Paving, drainage, combined sewer overflows (CSO), bridges, intersection improvements, or retaining walls, on any state or state aid highway regardless of Urban Compact Limits

16. Q: What type of projects do not qualify for MPI?

A: Projects consisting solely of sidewalks, benches or other landscaping improvements, street lighting, striping, and other ancillary items. These may be included as components of a larger project addressing the core of the road. Projects on local roads do not qualify.

17. Q: What are our options if bids come in too high?

A: MaineDOT will not offer additional funds to cover overruns.

18. Q: Can a municipality back out of an agreement once it is signed?

A: Due to the popularity of the MPI program, MaineDOT encourages municipalities to commit to their projects and not tie up limited resources. That said, we do understand that circumstances change. In any event there is no penalty for backing out of an MPI project.

19. Q: I have a project that will cost \$4 million. May I submit an application once and receive funding for 4 years in a row?

A: No. Funding is on an annual basis.



PRESQUE ISLE CITY COUNCIL MEETING

For:

May 4, 2022

AGENDA ITEM # 12

SUBJECT

NEW BUSINESS: Housing Update

INFORMATION

- 1) Memorandum
- 2) Summary of LD 2003

REQUESTED ACTION

FOR DISCUSSION



City of Presque Isle, Maine

The Office of
City Manager

Martin Puckett

Email: mpuckett@presqueisleme.us

MEMORANDUM

TO:	Honorable City Council
FROM:	Martin Puckett, City Manager
DATE:	April 28, 2022
RE:	2022 Goals- Housing

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.

The team would like to have a conversation with the council about some of the key items we have been working on and to follow up on the joint planning board and council meeting. We also need some guidance on direction from a policy perspective. Each of the team members have brought different perspectives based upon their backgrounds and connections with state agencies, developers and contractors. The joint meeting a few months ago has created some viable prospects for new types of housing units, each with individual requirements to make projects viable. It is clear there is no silver bullet to the housing shortage. Below are some bullet points/recommendations that we would like to share in more detail during the meeting:

- Identified 10 different locations within the city that would be possible for development (USGS soil maps, zoning, density requirements, etc.) for three types of housing; affordable, market rate and LMI. Some are city owned parcels but the majority are privately owned.
- Obtained costs per linear foot for road construction, water and sewer (approximately \$300 per foot, \$100' for road only).
- Housing construction costs varied widely from \$200 to \$400 based upon the type of housing.
- Consider blighted areas, location to compact area and public/private water and sewer.
- Continue policy of using a realtor to market city owned property for best possible use.
- Create Land Bank for residential growth.
- Continue to guide development to specific areas identified by staff for in filling near services, water and sewer.

12 Second Street

Presque Isle, ME 04769-2459

Phone: 207.760.2780

Fax 207.764.2501

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- Promote specific developments on a case by case basis according to the number of units created with developers.
- Explore the use of PIDF funds for low interest financing for housing to meet the 30% down obligation to financial institutions for loans for large scale development.
- Partnership with PI Housing to construct affordable housing, support Maine Housing and CDBG applications.
- Continue to serve on legislative/state housing working groups.
- Reform land use codes to reflect new state residential growth guidelines in LD 2003. (Separate memo attached.)

Three main concepts (each has variations that municipalities have used) for housing growth, each with different levels of financial commitment and risk for council to consider and offer the team guidance:

Concept #1: City Subdivision. The city procures the land, invests in the subdivision creation and completes site development, possibly including road construction, public water and sewer line expansion/wells and sewer systems. Parcels of land would be sold as individual house lots for single family homes.

Concept #2: Developer RFQ: City accepts proposals for developments on pre-selected land for development, forming a partnership to construct housing for affordable/LMI housing. City selects parcel, developer constructs housing. City contributes to development costs, recoups once units are completed and sold. Most typical in large scale building developments.

Concept #3: Financial Incentives: City establishes guidelines to promote housing development, recovering the costs through tax increases in land/building value. An example would be the Housing Incentive Program from 2012 to encourage non-residents to relocate to Presque Isle.

Concept #4: Partnerships with Developers to access State Funds: Maine Housing, Rural Development, CDBG, etc.) for LMI and affordable housing developments.

Summary of LD 2003 for Presque Isle City Council

To the City Council:

As a member of the Maine GrowSmart's Executive Committee and municipal representative, I have been keenly involved with compromise conversations to the bill with legislative leaders to better define and reform the bill to lessen the impact of suburban sprawl with the original language. In summary, the legislature has decided to become involved with local planning and zoning efforts by changing the following sections:

- **Housing Opportunity Fund:** Creates a fund for technical assistance for municipalities to change their land use zoning that is friendly to affordable housing developments via technical assistance
- **Affordable housing development Definition: State has determined a new definition is needed for affordable housing to mean:**
 - A. For rental housing, a development in which a household whose income does not exceed 80% of the median income for the area as defined by the United States Department of Housing and Urban Development under the United States Housing Act of 1937, Public Law 75-412, 50 Stat. 888, Section 8, as amended, can afford a majority of the units that the developer designates as affordable without spending more than 30% of the household's monthly income on housing costs; and
 - B. For owned housing, a development in which a household whose income does not exceed 120% of the median income for the area as defined by the United States Department of Housing and Urban Development under the United States Housing Act of 1937, Public Law 75-412, 50 Stat. 888, Section 8, as amended, can afford a majority of the units that the developer designates as affordable without spending more than 30% of the household's monthly income on housing costs.
- **Density Requirements:** affordable housing developments are allowed to have a dwelling unit density of at least 2 1/2 times the base density that is otherwise allowed in that location and may not require more than 2 off-street parking spaces for every 3 units if within a designated residential growth area or where public water and sewer are located.
- **Residential areas units allowed:** Regardless of local zoning, this bill allows for each residential lot to allow for 2 units outside growth map areas and off public water and sewer. Inside growth map areas and on public water and sewer lots are allowed to build up to 4 units regardless of residential density requirements.
 - A municipal zoning ordinance may establish a prohibition or an allowance for lots where a dwelling unit in existence after July 1, 2023 is torn down and an empty lot results.
- **Accessory Dwelling Units:** Creates a definition and allows an additional unit on a single-family lot that remains on the lot, attached with the single-family dwelling or detached that is a minimal of 190 sq.ft.

The Presque Isle Planning Board will be reforming our land use code to reflect the recent legislative adoption. I wanted to offer this briefing for how housing zoning has changed at the state level.

PRESQUE ISLE CITY COUNCIL ANNOUNCEMENTS

Wednesday, May 4, 2022

- The 2nd annual County Fiddlehead Festival will be held on May 20th to 22nd. There will be a fiddlehead cooking competition, picking race, craft fair, art battle and so much more. Please join us!
- We have the following vacancies for Boards/Committees; Zoning Board, alternate on Planning Board or alternate on the Library Board. Please see the City Clerk for an application or apply online.
- The next regularly scheduled meeting of the Presque Isle City Council will be on Wednesday, June 1, 2022 at 6:00 PM at the Sargent Family Community Center.