



Presque Isle City Council Meeting

Wednesday, June 7th, 2023

Presque Isle Council Chambers

AGENDA

Executive Session at 5:00 PM

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

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

Call to Order at 6:00 PM

Pledge of Allegiance

Proclamation

Pride Month

Public Hearing

1. Approval for a Malt, Spirituous and Vinous Liquor License and Special Permit for Music, Dancing & Entertainment for Northern Maine Catering LLC with at location of 35 Parkhurst Siding Road
2. Approval for a Malt, Spirituous and Vinous Liquor License and Special Permit for Music, Dancing & Entertainment for Ignite Presque Isle, d/b/a Presque Isle Hotel Company, with a location of 436 Main Street

Citizen Comments

Consent Agenda

3. Approve Minutes from May 3, 2023 and May 16, 2023
4. Approve 2023 Warrants #16, #17, #18, and #19 totaling \$1,442,037.58
5. Approve Reappointment to Northern Maine Development Commission
6. Approve Return of Votes Casts for MSAD #1 – Budget Validation Referendum

Old Business

7. Airport Terminal Update
8. Cable Franchise Agreement
9. Lodging Establishment License for Martin's Manor Rentals, LLC at 42 Winter Street
10. Lodging Establishment License for Clark's Lodge at 22 Pleasant Street

New Business

11. Road Closure-Maine State Federation of Firefighters 59th annual State Convention
12. MDOT Listening Session
13. Cyber Security Policy
14. Approve PIDF Loan

Manager's Report

Announcements

Adjournment



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

MEMORANDUM

TO:	Honorable City Council
FROM:	Martin Puckett, City Manager
DATE:	May 31, 2023
RE:	June 7th, 6:00pm Council Chambers

Executive Session in 3rd Floor Conference Room at 5:00 PM

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

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

6:00 PM Call to Order

Roll Call

Pledge of Allegiance

Proclamation: Pride Month

Public Hearings:

1. Approval for a Malt, Spirituous and Vinous Liquor License and Special Permit for Music, Dancing & Entertainment for Northern Maine Catering LLC with at location of 35 Parkhurst Siding Road **Staff recommends approval.**
2. Approval for a Malt, Spirituous and Vinous Liquor License and Special Permit for Music, Dancing & Entertainment for Ignite Presque Isle, d/b/a Presque Isle Hotel Company, with a location of 436 Main Street **Staff recommends approval.**

Citizen Comments

Consent Agenda: Can be approved as presented or individually. **Staff recommends approval**

3. Approve Minutes from May 3 & 16, 2023
4. Approve 2023 Warrants #16, #17, #18, and #19
5. Approve Reappointment to Northern Maine Development Commission: Galen Weibley & Martin Puckett, the same as previous year. Councilors can also serve if interested.
6. Approve Return of Votes Casts for MSAD #1 – Budget Validation Referendum

Old Business

7. Terminal Update: Hoyle Tanner will have representatives to present schematic designs for the design phase of the terminal. Concept plans, 3D views, and site layout are included. Funding opportunities will be reviewed and briefed on the request made for Congressional Directed Spending. After Council has been briefed, the Airport Director will seek authorization to proceed with the preliminary design and design development phases. **Staff and Committee recommends approval.**

8. Cable Franchise Agreement: The agreement is ready for council consideration. We have reduced the number of homes required for expansion (20 to 15 homes), surveyed the homes per mile and with the Fiber to the Home Project, there soon will be coverage to 193 unserved homes. Memo attached details the roads to that service will be provided. **Staff recommends approval of the Cable Franchise Agreement.**
9. Lodging Establishment License for Martin's Manor Rentals, LLC at 42 Winter Street: Substantial progress has been made to correct the deficiencies, as shown in the attached photographs and report from the Code Officer. The Code Officer recommends granting the request for extension for compliance of the license until June 30th. **Staff recommends approving extension.**
10. Lodging Establishment License for Clark's Lodge at 22 Pleasant Street: The Code Enforcement officer is recommending an extension until June 30th for the contractor to complete the enclosing the second floor enclosure. **Staff recommends approving extension.**

New Business

11. Road Closure-Maine State Federation of Firefighters 59th annual State Convention: PIFD is requesting a road closure on September 9th, 2023 from 9am to 10:30. The parade will start at UMPI and end at the fairgrounds. **Staff recommends approval.**
12. MDOT Listening Session: The public is invited to a hearing on the redesign of downtown Presque Isle. A discussion will be held on Thursday, June 8 from 6:00 to 8:00 p.m. in the Multi-Purpose Room of the Campus Center at the University of Maine at Presque Isle located at 181 Main Street. The purpose of the hearing is to provide feedback to the consultants preparing a redesign of downtown Presque Isle. **No action required.**
13. Cyber Security Policy: The City has been working on the attached policy with the help of MMA Risk Management, staff and IT. The comprehensive policy will strengthen the cyber security for the city. **Staff recommends approval.**
14. Approve PIDF Loan: The Presque Isle Development Fund members recommend approving a loan for Joseph Collins, doing business as Star City Flooring. **PIDF and Staff recommend approval.**

Manager's Report

Announcements

Adjournment



City of Presque Isle, Maine

WHEREAS the United States of America was founded on the principle of equal rights for all people, but the fulfillment of this promise has been long in coming for many Americans; and

WHEREAS, the month of June was chosen to commemorate the dedication and bravery of those who led the 1969 uprising at the Stonewall Tavern in Greenwich Village, which sparked the modern LGBTQIA+ liberation movement; and

WHEREAS, City of Presque Isle Council and staff have committed to make Presque Isle an inclusive and welcoming community for all residents and visitors, including the LGBTQIA2S+ community; and

WHEREAS, all members of the Presque Isle community, including those who are lesbian, gay, bisexual, transgender, queer or questioning, intersex, asexual, and two-spirit have the right to feel safe, not be discriminated against, and to live without the threat of violence or harassment; and

WHEREAS, Presque Isle is strengthened by and thrives upon the rich diversity of ethnic, cultural, racial, gender and sexual identities of its residents; all of which contribute to the vibrant character of our City,

NOW, THEREFORE, BE IT RESOLVED, that the City of Presque Isle Council recognizes June as "LGBTQIA2S+ Pride Month".

BE IT FURTHER RESOLVED, that the City of Presque Isle Council fully supports the rights, freedoms, and equal treatment of lesbian, gay, bisexual, transgender, queer or questioning, intersex, asexual, and two-spirit people; and to unequivocally show this support, directs staff to fly the Progress Pride Flag at City Hall from the 1st to the 30th day of June, in the year 2023.

BE IT FURTHER RESOLVED, that the City of Presque Isle Council, encourages all residents to eliminate prejudice everywhere it exists, respect the rights of all people, recognize the contributions and achievements of the LGBTQIA2S+ community, and to celebrate the great diversity of our city.

Jacob Shaw, Council Chair

Kevin Freeman, Council Deputy Chair

Mike Chasse, Councilor

Garry Nelson, Councilor

Doug Cyr, Councilor

Jeffrey Willette, Councilor

Craig Green, Councilor

Martin Puckett, City Manager

PRESQUE ISLE CITY COUNCIL MEETING

For:

June 7, 2023

AGENDA ITEM # 1

SUBJECT

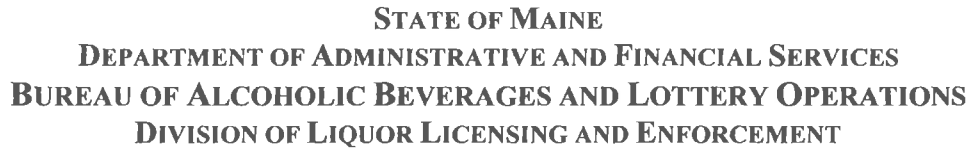
PUBLIC HEARING: Approval for a Malt, Spirituous and Vinous Liquor License and Special Permit for Music, Dancing, and Entertainment for Northern Maine Catering, LLC, d/b/a Parkhurst Siding Pub with location of 35 Parkhurst Siding Road

INFORMATION

- 1) Applications
- 2) Public Hearing Notice

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by Councilor _____ to approve a Malt, Spirituous and Vinous Liquor License and Special Permit for Music, Dancing, and Entertainment for Northern Maine Catering, LLC, d/b/a Parkhurst Siding Pub, with location of 35 Parkhurst Siding Road.



All Questions Must Be Answered Completely. Please print legibly.

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

Legal Business Entity Applicant Name (corporation, LLC):	Business Name (D/B/A):
Northern Maine Catering LLC	Parkhurst Siding Pub
Individual or Sole Proprietor Applicant Name(s):	Physical Location:
	35 Parkhurst Siding Rd
Individual or Sole Proprietor Applicant Name(s):	Mailing address, if different:
	71 Story Street Washburn ME 04786
Mailing address, if different from DBA address:	Email Address:
Telephone # Fax #:	Business Telephone # Fax #:
207.231.1049	207.231.1040
Federal Tax Identification Number:	Maine Seller Certificate # or Sales Tax #:
92-3397340	1007-3293
Retail Beverage Alcohol Dealers Permit:	Website address:

1. New license or renewal of existing license? ☐ New Expected Start date: 05/15/2023
☒ Renewal Expiration Date: 07/26/2023
2. The dollar amount of gross income for the licensure period that will end on the expiration date above:
- Food: \$ 100,000.00 Beer, Wine or Spirits: \$ 75,000.00 Guest Rooms: \$ 0.00
3. Please indicate the type of alcoholic beverage to be sold: (check all that apply)
- ☒ Malt Liquor (beer) ☒ Wine ☒ Spirits

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

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

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

5. Business records are located at the following address:

71 Story Street Washburn ME 04786

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
Robert Ottaviano	09/28/1968	New Haven, CT

Residence address on all the above for previous 5 years

Name	Address:
Robert Ottaviano	71 Story Street Washburn, ME 04786
Name	Address:
Robert Ottaviano	436 Main Street Presque Isle, ME 04769
Name	Address:
Robert Ottaviano	72 Hines Street Washburn , ME 04786
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:

Presque Isle Country Club 35 Parkhurst Siding Rd Presque Isle, ME 04769

18. If you are applying for a liquor license for a Hotel or Bed & Breakfast, please provide the number of guest rooms available: 0,00

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 Restaurant / snack bar and function room and outside deck and gazebo

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: Zipple/ PIHS

Distance: 3.8 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: 5-1-2023


Signature of Duly Authorized Person

Signature of Duly Authorized Person

Robert Ottaviano
Printed Name Duly Authorized Person

Printed Name of Duly Authorized Person

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

§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 permit. See the TTB's website at www.ttb.gov 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.

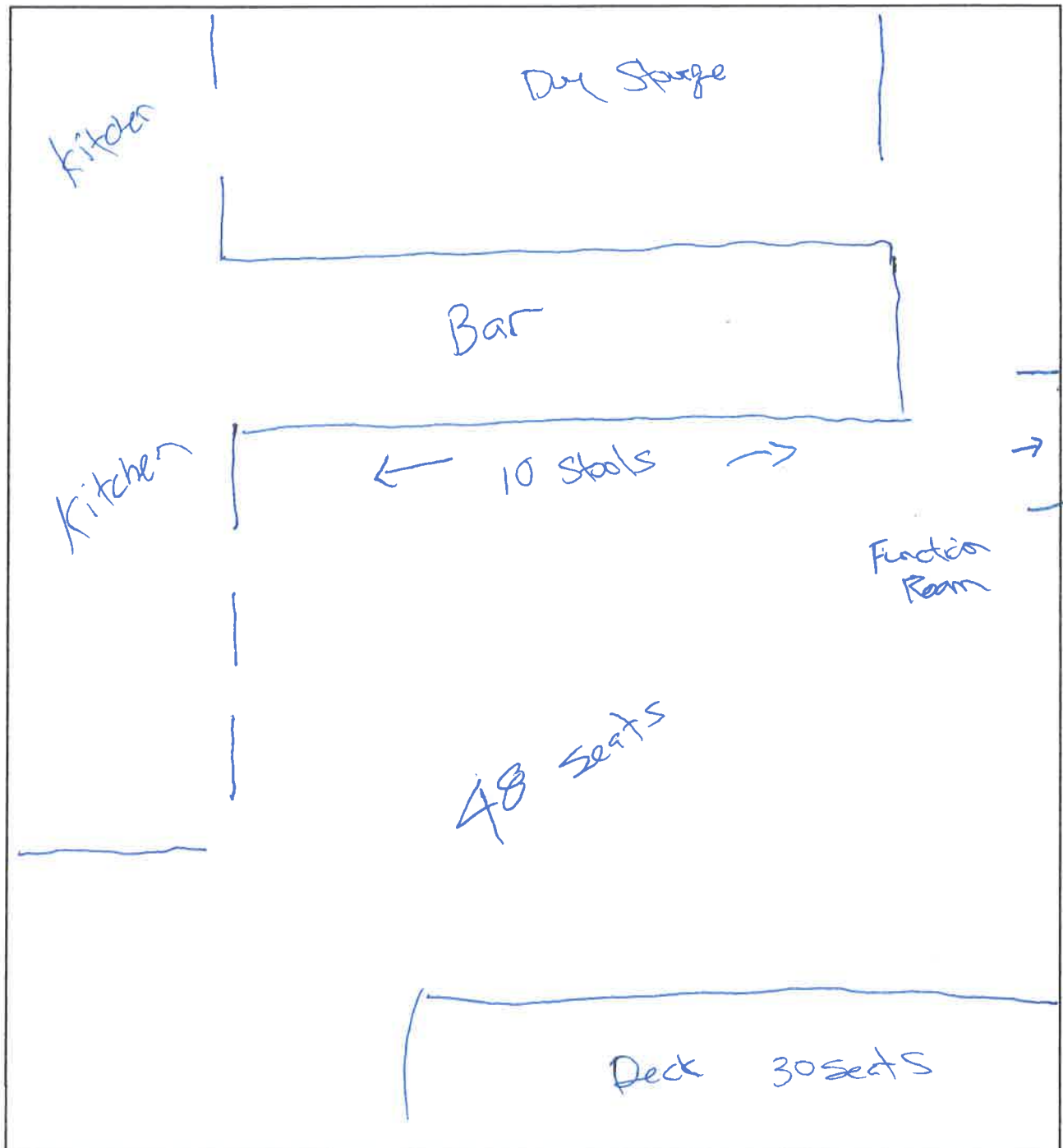
Please note: For Licensees/Applicants in unorganized territories in Maine, the \$10.00 filing fee must be paid directly to County Treasurer. All applications received by the Bureau from licensees/applicants in unorganized territories must submit proof of payment was made to the County Treasurer together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

1. Exact legal name: Northern Maine Catering LLC
2. Doing Business As, if any: _____
3. Date of filing with Secretary of State: 04/10/2023 State in which you are formed: ME
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:

5. 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
Robert Ottaviano	71 Story Street Washburn ME	09/28/1968	owner	100.0000
	436 Main Street Presque Isle ME			
	72 Hines Street Washburn ME			

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

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

1. Business Name Northern Maine Catering LLC DBA Parkhurst Siding Pub Phone # 231-1049
Address 71 Spring Street Presque Isle ME
Street City

2. Describe in detail kind and nature of entertainment:

Catering functions, weddings, Birthdays Reunions etc

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

35 Parkhurst Siding Rd. Presque Isle Function Room

Dated At May 1st 2023 On _____

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

\$20.00 Per Year – Single Dance

\$50.00 Per Year -- Dances

[Signature]
(Signature of Individual)

Make check payable to:
City of Presque Isle

(If partnership, by members)

\$120.00 Public Hearing Fee

Northern Maine Catering LLC
(Name of Corporation)

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

(Place Corporate Seal)

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

STATE OF MAINE

Aroostook County SS

Dated At _____, Maine On _____

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

**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 **June 7, 2023** at **6:00 PM** at the Presque Isle Council Chambers. to consider a **Malt, Spirituous and Vinous Liquor License, and Special Permit for Music, Dancing & Entertainment from:**

**Northern Maine Catering LLC
35 Parkhurst Siding 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 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

May 31, 2023

PRESQUE ISLE CITY COUNCIL MEETING

For:

June 7, 2023

AGENDA ITEM # 2

SUBJECT

PUBLIC HEARING: Approval for a Malt, Spirituous and Vinous Liquor License and Special Permit for Music, Dancing, and Entertainment for Ignite Pl, d/b/a Northeastland Hotel, Presque Isle Hotel Co. with location of 436 Main Street

INFORMATION

- 1) Applications
- 2) Public Hearing Notice

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by Councilor _____ to approve a Malt, Spirituous and Vinous Liquor License and Special Permit for Music, Dancing, and Entertainment for Ignite Pl, d/b/a Northeastland Hotel, Presque Isle Hotel Co. with location of 436 Main Street



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.

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

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

Legal Business Entity Applicant Name (corporation, LLC): <u>Ignite PI</u>	Business Name (D/B/A): <u>Northeastland Hotel Presque Isle Hotel Company</u>
Individual or Sole Proprietor Applicant Name(s):	Physical Location: <u>436 Main St. Presque Isle 04769</u>
Individual or Sole Proprietor Applicant Name(s):	Mailing address, if different:
Mailing address, if different from DBA address:	Email Address: <u>Lerae@ignitepi.org</u>
Telephone # Fax #: <u>207 227 5551</u>	Business Telephone # Fax #:
Federal Tax Identification Number: <u>86-1274227</u>	Maine Seller Certificate # or Sales Tax #:
Retail Beverage Alcohol Dealers Permit:	Website address: <u>www.ignitepi.org</u>

1. New license or renewal of existing license? ☐ New Expected Start date: _____
 ☒ Renewal Expiration Date: 6/21/2023

2. The dollar amount of gross income for the licensure period that will end on the expiration date above:
 Food: 300,000 Beer, Wine or Spirits: 100,000 Guest Rooms: 750,000

3. Please indicate the type of alcoholic beverage to be sold: (check all that apply)
 ☒ Malt Liquor (beer) ☒ Wine ☒ Spirits

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

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

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

5. Business records are located at the following address:

436 Main Street Presque Isle ME 04769

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

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

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

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

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

If yes, please provide details: _____

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

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

Name of Business	License Number	Complete Physical Address

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

Full Name	DOB	Place of Birth
LeRae Kinney (Wood)	9.10.76	Presque Isle, ME

Residence address on all the above for previous 5 years

Name	Address:
LeRae Kinney	207 Griffin Ridge Rd, Mapleton, ME
Name	Address:
	04757
Name	Address:
Name	Address:

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

☐ Yes ☒ No

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

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

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

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

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

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

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

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

18. If you are applying for a liquor license for a Hotel or Bed & Breakfast, please provide the number of guest rooms available: 44

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)

Restaurant, Lobby area, Basement Ball Room,
1st floor, Room 201, 204, exec, board rooms

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: St. Mary's Catholic + Nativity of the blessed Virgin Mary
Distance: 0.1

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: May 12, 2023

Lefae Kinney
Signature of Duly Authorized Person

Lefae Kinney
Printed Name Duly Authorized Person

Signature of 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.

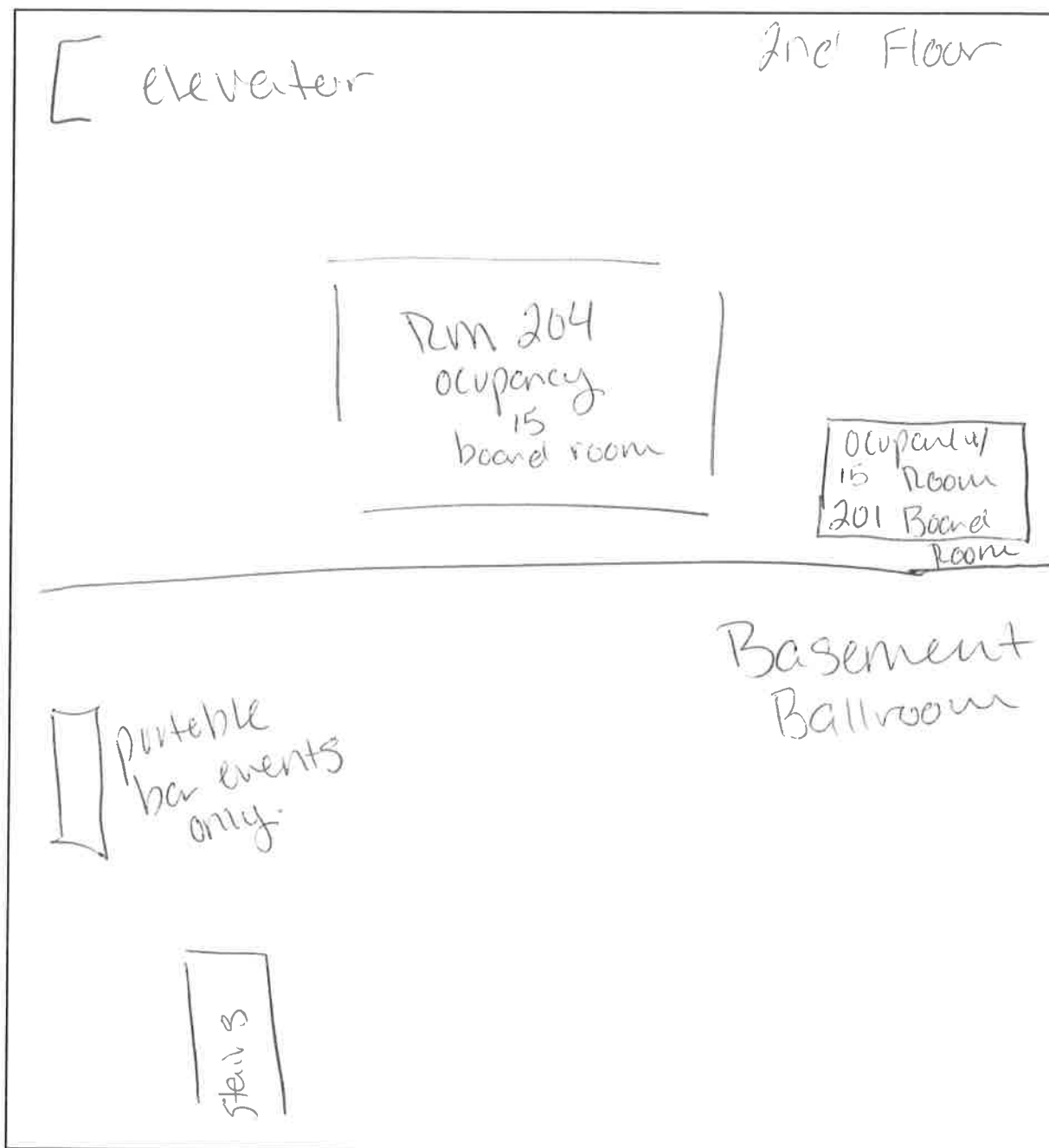
Please note: For Licensees/Applicants in unorganized territories in Maine, the \$10.00 filing fee must be paid directly to County Treasurer. All applications received by the Bureau from licensees/applicants in unorganized territories must submit proof of payment was made to the County Treasurer together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

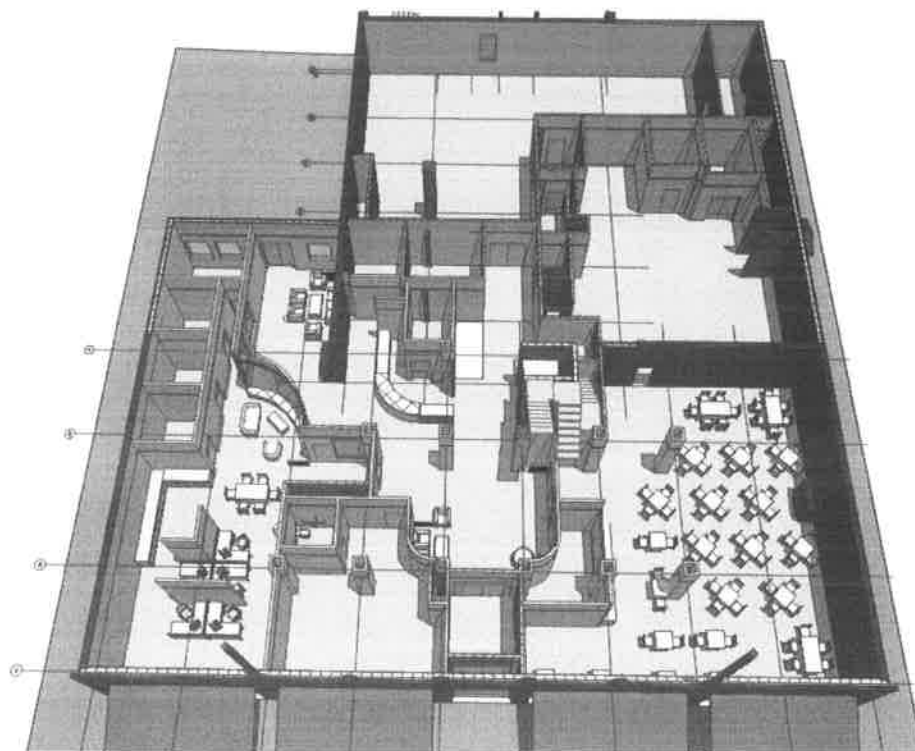
<u>Class of License</u>	<u>Type of liquor/Establishments included</u>	<u>Fee</u>
Class I	For the sale of liquor (malt liquor, wine and spirits) This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating 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.

1. Exact legal name: Ignite PT
2. Doing Business As, if any: The Northeastland Hotel
3. Date of filing with Secretary of State: 5.20.21 State in which you are formed: ME
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:

5. 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)

N/A

Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership
<u>[illegible]</u>	<u>[illegible]</u>	<u>[illegible]</u>	<u>[illegible]</u>	<u>[illegible]</u>
<u>[illegible]</u>	<u>[illegible]</u>	<u>[illegible]</u>	<u>[illegible]</u>	<u>[illegible]</u>
<u>[illegible]</u>	<u>[illegible]</u>	<u>[illegible]</u>	<u>[illegible]</u>	<u>[illegible]</u>
<u>[illegible]</u>	<u>[illegible]</u>	<u>[illegible]</u>	<u>[illegible]</u>	<u>[illegible]</u>
<u>[illegible]</u>	<u>[illegible]</u>	<u>[illegible]</u>	<u>[illegible]</u>	<u>[illegible]</u>
<u>[illegible]</u>	<u>[illegible]</u>	<u>[illegible]</u>	<u>[illegible]</u>	<u>[illegible]</u>

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

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

1. Business Name The Northeastland Hotel Phone # 768-5321
Address 436 Main St. Presque Isle
Street City

2. Describe in detail kind and nature of entertainment:

various social events

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

Red Room or Grand Ballroom

Dated At _____ On _____

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

\$20.00 Per Year – Single Dance
\$50.00 Per Year -- Dances

Rebae Kinney
(Signature of Individual)

Make check payable to:
City of Presque Isle

(If partnership, by members)

\$120.00 Public Hearing Fee

Ignite P1
(Name of Corporation)

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

(Place Corporate Seal)

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

STATE OF MAINE

Aroostook County SS

Dated At _____, Maine On _____

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

**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 **June 7, 2023** at **6:00 PM** at the Presque Isle Council Chambers. to consider a **Malt, Spirituous and Vinous Liquor License, and Special Permit for Music, Dancing & Entertainment from:**

**Ignite Presque Isle, d/b/a Presque Isle Hotel Company
436 Main Street**

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

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

May 31, 2023

PRESQUE ISLE CITY COUNCIL MEETING

For:

June 7, 2023

AGENDA ITEM # 3

SUBJECT

CONSENT AGENDA: 2023 Minutes

INFORMATION

1) May 3, 2023 Minutes

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by
Councilor _____ to approve minutes from May 3, 2023



Presque Isle City Council Meeting

May 3rd, 2023
6:00 p.m.
Council Chamber

Executive Session @ 5:00 p.m.

All Councilors present Councilor J. Willette showed up at 5:07 p.m.

BE IT RESOLVED by Chairman J. Shaw seconded by Deputy Chairman K. Freeman to enter into executive session at 5:00 p.m. pursuant to 1 M.R.S.A. § 405(6)(C) to discuss real estate matter. Councilor J. Willette not present.

Vote: 6-0

Out of executive session at 5:11 p.m.

BE IT RESOLVED by Councilor D. Cyr seconded by Councilor C. Green to authorize the city manager to make an offer of \$300,000 but not to exceed \$360,000 for 140 Mountain Rd for the possible land conversion of the Land and Water Bureau of parks and Land.

Vote: 6-0-1

Councilor J. Willette abstained

BE IT RESOLVED by Chairman J. Shaw seconded by Councilor D. Cyr to enter into executive session at 5:11 p.m. pursuant to 1 M.R.S.A. § 405(6)(C) to discuss real estate matter.

Vote: 7-0

Out of executive session at 5:19 p.m.

BE IT RESOLVED by Deputy Chairman K. Freeman seconded by Councilor D. Cyr to accept proposal from Alan Trombley, 53 Chapman- tear down house, garage, and driveway. \$8,100, 55 Chapman-tear down house and driveway. \$8,000, 61 Chapman-level & seed to lawn. \$2,500, 69 Chapman-level and seed to lawn. \$2,500, 71 Chapman-tear down house and remove garbage. Level and seed to lawn. \$8,400, 73 Chapman-tear down white garage and remove garbage. Level and seed to lawn. \$3,800, Construct approximately 100' by 70' gravel pad at 53 and 55 Chapman instead of seeding to lawn. Construct the pad for \$1.71 sq./ft. for a total of \$12,000, Remove the metal roof from 55 Chapman Street for \$1,200 and leave on site for the City. Total of \$46,500, and up to \$3,500 in additional hauling fees.

Vote: 7-0

BE IT RESOLVED by Chairman J. Shaw seconded by Councilor C. Green to enter into executive session at 5:21 p.m. pursuant to 1 M.R.S.A. § 405(6)(C) to discuss real estate matter.

Vote: 7-0

Out of executive session at 5:23 p.m.

BE IT RESOLVED by Councilor C. Green seconded by Councilor D. Cyr to authorize the city manager to sign necessary paperwork for land from MDOT on Carmichael St. for development and recreational purposes.

Vote: 7-0

BE IT RESOLVED by Chairman J. Shaw seconded by Deputy Chairman K. Freeman to enter into executive session at 5:33 p.m. pursuant to 1 M.R.S.A. § 405(6)(C) to discuss Negotiations.

Vote: 7-0

Out of executive session at 5:56 p.m.

BE IT RESOLVED by Councilor M. Chasse seconded by Councilor J. Willette to accept 4.20.23 proposal from Buck Construction with added options for the replacement of the damaged roof of the forum for \$314,525 from fund balance.

Vote 7-0

PICDA Meeting at 5:45

Call to Order – Roll Call

Present: Chairman J. Shaw, Deputy Chairman K. Freeman, Councilors C. Green, M. Chasse, G. Nelson, J. Willette and Councilor D. Cyr.
City Manager Martin Puckett and City Clerk Kimberly Finnemore were also present.

Pledge of Allegiance

Public Hearing

1. Approval of lodging establishment license for Charles & Traci Halverson with location of 12 Church Street.

Chairman J. Shaw opened the public hearing at 6:01 p.m.

City Manager M. Puckett advised the staff has reviewed the application and recommends approval.

There were no citizens comments.

Chairman J. Shaw closed the public hearing at 6:03 p.m.

BE IT RESOLVED by Councilor J. Willette seconded by Councilor C. Green to approve a lodging establishment license to Charles Halverson with a location of 12 Church Street.

Vote: 7-0

2. Approval of lodging establishment license for Sure Stay by Best Western with a location of 71 Main Street.

Chairman J. Shaw opened the public hearing at 6:03 p.m.

There were no citizens comments.

Chairman J. Shaw closed the public hearing at 6:04 p.m.

BE IT RESOLVED by Councilor M. Chasse seconded by Councilor C. Green to approve a lodging establishment license to SureStay by Best Western with a location of 71 Main Street.

Vote:7-0

Citizen Comments

There were no citizens Comments

Consent Agenda

3. Approve minutes from April 5, 2023
4. Approve 2023 Warrants #12-#15 totaling \$1,369,602.07
5. Approve appointment of Linda Menard as alternate to the Rec. & Parks Advisory Board.
6. Approve employment agency license for ManPower
7. Application for utility location permit-State Street.
8. Application for utility location permit-Various locations.
9. Road closure for Maine Regional Antique Automobile Club of America.

BE IT RESOLVED by Councilor C. Green seconded by Councilor J. Willette to approve consent agenda items #3-#9 as presented.

Vote: 7-0

Old Business

No old business

New Business

10. Purchase of All Terrain Vehicle for Fire Department.

Deputy Chairman K. Freeman recused himself from the discussion

City Manager M. Puckett stated the Fire and Police Departments are seeking approval to reallocate funds from three accounts to purchase a UTV to be used jointly. Staff recommends.

Fire Chief Darrell White address the council. The fire department believes strongly that the time has come to replace the snowmobile which is an older unit and does not really meet the demands of rescues. Also have an old military surplus 4-wheeler that is used for summer time rescues that also needs replacement. Chief White said they went to the different dealers and sat down and discussed with each one what they were looking for and needed in a machine.

Council asked questions on specs of the different machines.

BE IT RESOLVED by Councilor C. Green seconded by Councilor J. Willette to authorize the purchase of an All-Terrain Vehicle not to exceed \$40,000.

Vote: 6-0-1

Deputy Chairman K. Freeman abstained

11. 2022 Annual report dedication

City Manager M. Puckett advise the council that each year they select a person or group to dedicate the annual report too. In the past years we recognized Larry Perry, Mary and Rodney Smith Foundation, Peggy Irwin, Ralph Lapointe, Larry Clark, those who contributed to the new Community Center, Tom Clukey. M. Puckett would like the council to consider who they would like and submit names to his email. Since they like to keep this as a surprise to the recipient.

Manager's Report

City Manager M. Puckett informed the Council that of May 19th the Downtown Committee is kicking off the Concert, with Wednesday Night Fiddlers and Barefoot Brotherhood. The Farmers Market is kicking the season off on May 20th. The Memorial Day Parade hasn't applied yet, M. Puckett asked the Council if the Memorial Day Parade Committee applies if the council would approve it tonight.

BE IT RESOLVED by Councilor C. Green seconded by Councilor J. Willette to approve the Memorial Day Parade as long as we receive an application.

Vote 7-0

Announcements

Chairman J. Shaw read the announcements. Anah Temple Shrine Circus at the Forum on May 4th-6th. Presque Isle Fish & Game Club's Aroostook River Fun Run will be held on May 20th. Spring Craft Fair at the Aroostook Centre Mall on May 20th. The Fiddlehead Festival will be held on May 20th and 21st. June 3rd is the Presque Isle City Wide Yard Sale. The City has the following employment vacancies: Police officer. We have the following vacancies for Boards/ Committees: Assessment Review, 2-on year alternates. Audit Committee, 1-four-year member. Zoning Board, 1-three-year member and 1-one-year alternate. Rec & Parks, 2-one-year alternates. 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 7th, 2023 at 6:00 p.m. (5:00 p.m. for executive session) in the Council Chambers at City Hall.

Adjournment

BE IT RESOLVED by Deputy Chairman K. Freeman seconded by Councilor J. Willette to adjourn at 6:30 p.m.

Vote: 7-0

Attested by: _____
Kimberly A Finnemore, City Clerk



Presque Isle City Council Meeting

May 16, 2023
12:00 p.m.
Council Chamber

Call to Order – Roll Call

Present: Chairman J. Shaw, Deputy Chairman K. Freeman, Councilors C. Green, G. Nelson, and J. Willette.
City Manager Martin Puckett and City Clerk Kimberly Finnemore were also present.

Pledge of Allegiance

1. Approve Election Warrant.

City Manager M. Puckett informed council of the May 31, 2023 school budget election.

BE IT RESOLVED by Councilor C. Green seconded by Deputy Chairman K. Freeman to approve the warrant and notice of election for MSAD # 1 Budget Validation Referendum.

VOTE: 5-0

2. Resolution for 2023 grant application to Northern Border Regional Commission.

City Manager M. Puckett spoke on the changes of the process for the grant.

A resolution authorizing that Scott Wardwell who is the Director of Presque Isle International Airport is empowered to act on behalf of the City of Presque Isle as the authorized official for the 2023 grant application to Northern Border Regional Commission.

Resolved by the Presque Isle City Council as follow:

Whereas, the City of Presque Isle Charter requires the City Council to designate the source of any money appropriated after the budget is adopted; and

Whereas, the City of Presque Isle may be awarded up to \$1,000,000 for the NBRC Airport Terminal Project;

Now therefore, Scott Wardwell, Director of Presque Isle International Airport is hereby authorized, on behalf of the City of Presque Isle to apply for, accept, and expend grant

funds from Northern Border Regional Commission. The named authorized official has permission to sign all NBRC investment documents that bind the applicant.

BE IT RESOLVED by Deputy Chairman K. Freeman seconded by Councilor C. Green to approve the resolution as presented.

Vote: 5-0

Adjournment

BE IT RESOLVED by Deputy Chairman K. Freeman seconded by Councilor C. Green to adjourn at 12:10 p.m.

Vote: 7-0

Attested by: _____
Kimberly A Finnemore, City Clerk

PRESQUE ISLE CITY COUNCIL MEETING

For:

June 7, 2023

AGENDA ITEM # 4

SUBJECT

CONSENT AGENDA: 2023 Warrants #16, #17, #18, and #19 totaling \$1,442,037.58

INFORMATION

1) Warrant #16	\$	200,942.61
2) Warrant #17	\$	274,507.31
3) Warrant #18	\$	746,289.32
4) Warrant #19	\$	220,298.34

REQUESTED ACTION

BE IT RESOLVED by Councilor _____ seconded by Councilor _____ to approve 2023 Warrant #16, #17, #18, and #19 totaling \$1,442,037.58

PRESQUE ISLE CITY COUNCIL MEETING

For:

June 7, 2023

AGENDA ITEM # 5

SUBJECT

CONSENT AGENDA: Approve Appointment to Northern
Maine Development Commission

INFORMATION

- 1) Memorandum
- 2) Appointment Form

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by
Councilor _____ to appoint City Manager, Martin
Puckett and DECD Director, Galen Weibley to the Northern
Maine Development Commission for the 2023-2024 fiscal
year.



MEMORANDUM

TO: NMDC Member Communities/Counties
FROM: Robert P. Clark, Executive Director
DATE: April 28, 2023
RE: Appointments to the NMDC Membership

Enclosed herewith is a community representative appointment form for communities and counties who have appropriated dues for NMDC for the 2022-2023 fiscal year.

NMDC will be holding their annual election meeting in June, 2023 for the election of Executive Board members whose terms are expiring in 2023. The Executive Board is elected from the NMDC Membership, therefore your appointments to the NMDC Membership are critical to the structure of the Executive Board and the Commission as a whole. It is important for you, and for us, that your appointed representative be able to attend the NMDC Membership meetings and Executive Board meetings if elected to the Executive Board in June. Active participation by Board members is essential to ensure that your municipality/county is effectively represented in all NMDC activities and programs.

Your appointment(s) last year were: Galen Weibley
Martin Puckett

We look forward to your community's representation on the NMDC Membership to help us further economic development and planning for Northern Maine.

A response on the enclosed form would be appreciated by June 2, 2023.

Thank you for your support of NMDC's mission. If you have any questions or need any additional information, please feel free to contact us at any time.

RPC/jd



**Northern Maine Development Commission
NMDC Member
Appointments**

Please note: At least one (1) of your municipal representatives must be an elected official or an employee of a general purpose unit of local government.

Municipality/County: Presque Isle

Municipal Office/Address: 12 Second St., Presque Isle ME 04769

Phone Number: 760.2700

First Representative:

Name: Galen Weibley

Address: Same

E-mail: gweibley@presqueisleme.us

Phone: 760-2727

Occupation Profession: Director of Economic & Community Development

Elected Official: Y/N N

If Elected Official; Title: _____

Second Representative:

Name: Martin Puckett

Address: Same

E-mail: mpuckett@presqueisleme.us

Phone: 760.2785

Occupation Profession: City Manager

Elected Official: Y/N N

If Elected Official; Title: _____

Please return electronically to:

jdinsmore@nmdc.org

Northern Maine Development Commission
P.O. Box 779
Caribou, ME 04736
Attn: Judy

No later than June 2, 2023

Thank you.

PRESQUE ISLE CITY COUNCIL MEETING

For:

June 7, 2023

AGENDA ITEM # 6

SUBJECT

CONSENT AGENDA: Return of Votes Cast held on May 31, 2023

INFORMATION

1) Return of Votes Cast

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by Councilor _____ to approve the Return of Votes Casts held on May 31, 2023

MUNICIPAL CLERK'S RETURN AND CERTIFICATE
AS TO RESULTS OF VOTING

CITY OF PRESQUE ISLE

I certify that the results of the vote taken on Article 1 of the Warrant and Notice of Election in Presque Isle for the Maine School Administrative District No. 1 Budget Validation Referendum held May 31, 2023 are as follows:

ARTICLE 1:

Yes	<u>103</u>
No	<u>34</u>
Blank	<u>0</u>

Dated: May 31st, 2023

Signed: Kimberly A Finnemore
Kimberly Finnemore, Municipal Clerk
Presque Isle, Maine

(Seal)

PRESQUE ISLE CITY COUNCIL MEETING

For:

June 7, 2023

AGENDA ITEM # 7

SUBJECT

OLD BUSINESS: Airport Terminal Update

INFORMATION

- 1) Memorandum
- 2) Hoyle Tanner Presentation
- 3) Summary

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by Councilor _____ to authorize the City Manager, Martin Puckett to proceed with the Preliminary Design at a cost of \$502,000 and Design Development at a cost of \$541,100 for the new passenger terminal.



City of Presque Isle, Maine

The Office of
Airport Director

Scott E. Wardwell

Email: scottw@flypresqueisle.com

MEMORANDUM

TO:	City Council
FROM:	Scott Wardwell, Airport Director
DATE:	May 30, 2023
RE:	Funding for Terminal Design

Hoyle Tanner is nearing completion of the Schematic Design phase for the terminal. A summary of the results of that effort are attached. Also attached is the New Terminal Project One-Page Summary. As shown in the table of that summary, the cumulative investment at this point is \$394,300. This brings us to Off Ramp #2 where City Council can make the decision to halt the project. As shown in the table we were not successful in being awarded a FY 23 ATP grant which was applied for back in the winter. Per discussions with various Federal officials, the primary reason for not receiving an award was that the design was not far enough along to allow for construction to begin in June of 2023. Since submitting our application for FY 23 ATP funding, the airport has submitted a grant application for FAA supplemental discretionary funding. The decision for that funding is pending. In addition to this funding source, the airport submitted a request to both Senator Collins and Senator King's offices for Congressional Directed Spending (CDS). The airport has been informed by both offices that the terminal project has been included in both their CDS requests. If neither of these sources of funding are approved, the airport will apply for a FY 24 ATP grant. In addition to FAA grant programs we are in the final stages of submitting a full grant application to the Northern Border Regional Commission (NBRC) for one million dollars. After submitting a Letter of Intent to NBRC, the City was invited to submit a full application.

The Airport Department seeks authorization from City Council to proceed to the preliminary design and design development phases. As shown on the one page summary, the estimated fees for the Preliminary Design and the Design Development are \$502,000 and \$541,100 respectively. It is important to keep with the schedule outlined so that we will be ready for a construction start in June of 2024. This will significantly increase our chances of being awarded funding from the FY24 ATP. As stated earlier, the reason given for our project not being awarded funding from the FY23 ATP was that we were not ready for construction to begin in June. If we continue as scheduled we will be ready to start construction in June 2024.

RESOLVE:

BE IT RESOLVED by _____ and seconded by _____ that the City Council authorize the City Manager to proceed with the Preliminary Design at a cost of \$502,000 and Design Development at a cost of \$541,100 for the new passenger terminal. Funding is to come from the Solid Waste reserve fund. Once grant funding is approved, the Solid Waste reserve fund will be reimbursed in full.

PRESQUE ISLE INTERNATIONAL AIRPORT

NEW PASSENGER TERMINAL

CITY COUNCIL PRESENTATION

June 7, 2023



AECOM



AGENDA

- 01 Introduction
- 02 Conditions of Satisfaction
- 03 Precedent Architecture
- 04 Concept Plans
- 05 3D Views
- 06 Building Siting
- 07 Project Schedule
- 08 Funding Update & Authorization Request

01 Introduction

To: City of Presque Isle, Maine City Council
From: Presque Isle International Airport
Date: June 7, 2023
RE: New Terminal Project One-Page Summary



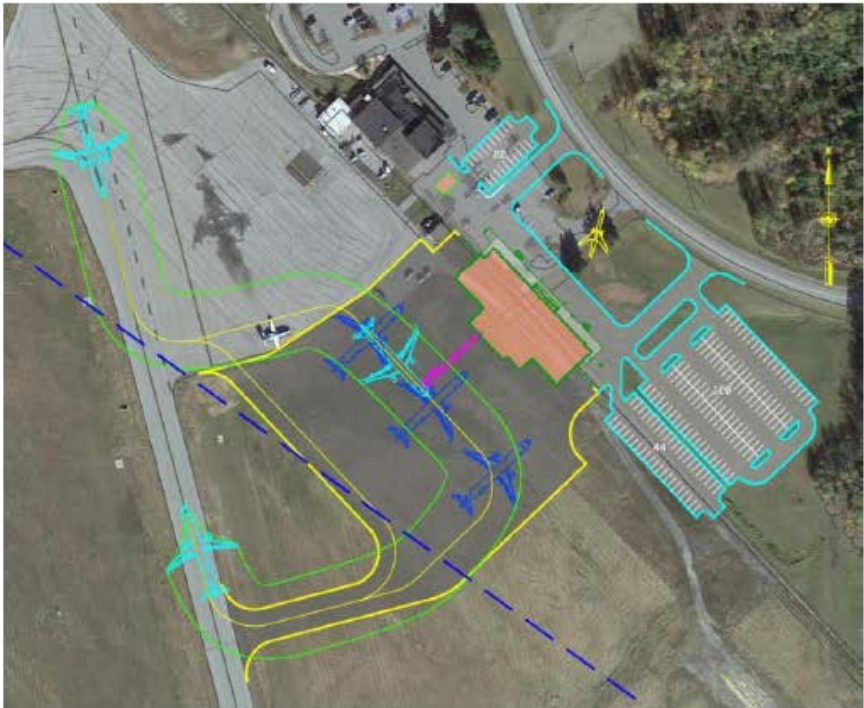
PROJECT DEFINITION – New 25,000 sf airport terminal facility, inclusive of check-in lobby, baggage handling, passenger screening checkpoint, secure hold rooms, concessions, and additional tenant functions.

MAJORITY FUNDING OPPORTUNITY – Public Law 117-58, Bipartisan Infrastructure Law (BIL) Airport Terminal Program (ATP) – see exhibit at lower right of this sheet.

ROUGH ORDER OF MAGNITUDE PROBABLE COST– The rough order of magnitude probable cost for the overall program at this time, inclusive of design fees and construction costs is \$30,000,000.

The following entities and programs that have been identified for varying levels of contribution to the project costs:

- Federal Aviation Administration – both the BIL/ATP Grant and AIP Funding Program may cover up to as much as 70% to 80% of the project costs
- Maine Department of Transportation – the DOT may cover up to 2.5% of the FAA Eligible project costs
- US EDA – the Public Works program may cover up to \$3,500,000
- Norther Borders Regional Commission (NBRC) – up to \$1,000,000 may be available from the NBRC
- Presque Isle International Airport Passenger Facility Charges (PFC) – the airport will contribute from the fees collected from passengers who fly through PQI
- City of Presque Isle, Maine – depending on State and Federal, range from \$2,000,000 - \$5,000,000



PRELIMINARY PROGRAMMED SCHEDULE WITH OFF RAMP

Task	Est. Completion	Est. Fees Per Task	Cumulative Investment
BIL Grant Support	10/24/22	\$36,300	-
FY 23 BIL/ATP Application Submittal (Off Ramp #1)	10/24/22		\$36,300
Schematic Design	06/09/23	\$358,000	-
FAA Decision of FY 23 ATP – Not Awarded (Off Ramp #2)	06/09/23		\$394,300
Preliminary Design	08/04/23	\$502,000	-
Design Development	09/29/23	\$541,100	-
FY 24 FAA CDS Decision (Off Ramp #3)	9/29/23		\$1,437,400
FY24 BIL/ATP Application Submittal	10/30/23		-
Final Design	11/30/23	\$498,900	-
100% Contract Drawings	01/05/24	\$300,000	-
FAA Decision of FY 24 ATP/ Project Completion (Off Ramp #4)	1/20/24	-	\$2,236,300
Bid and Permitting	03/7/24	\$142,500	-
Open Bids	03/7/24	-	-
Start Construction	06/24/24	-	-

02 Conditions of Satisfaction

- 1) Be a **classic design/architecture** that will stay in fashion over time.
- 2) Design must reflect regions **hopes for the future** and not past setbacks
- 3) Must be **functional and financially feasible** for the airline
- 4) Exterior should be relatively **low maintenance**
- 5) Exterior should not be easily damage by motorized vehicles
- 6) Must be **expandable**
- 7) Must include **inside space for ground service equipment**
- 8) Primarily **oriented to the south**
- 9) **Roof system** must be able to stand up to **rain, snow, and ice.**
- 10) Roof system must shed water other than on walkways, driveways, and the ramp.
- 11) **Mechanic systems** should be of **high quality** with names like Carrier, Trane.
- 12) **Doors and Windows** must be of **high quality** with approved equals truly and equal.
- 13) Space must be included for the FAA office
- 14) Space must be included for the **museum** that has an **outside entrance**
- 15) Space must be included for the **rental car** that has an **outside entrance**
- 16) **Maximum insulation**
- 17) Incorporate **green technology** that works
- 18) **Control of heating and cooling** in different space so that unused portion of facility can be turned back
- 19) **Segregation of Utilities** as much as possible
- 20) Paid parking automated
- 21) Inside space for Ops vehicle
- 22) Rental Car Prep Bay
- 23) Provide **back up generator** for Terminal and size to also service the airfield lighting system.

03 Precedent Architecture

Local Architecture | Bangor & Portland



BANGOR PUBLIC LIBRARY
BANGOR, MAINE



PORTLAND, MAINE
ARCHITECTURE

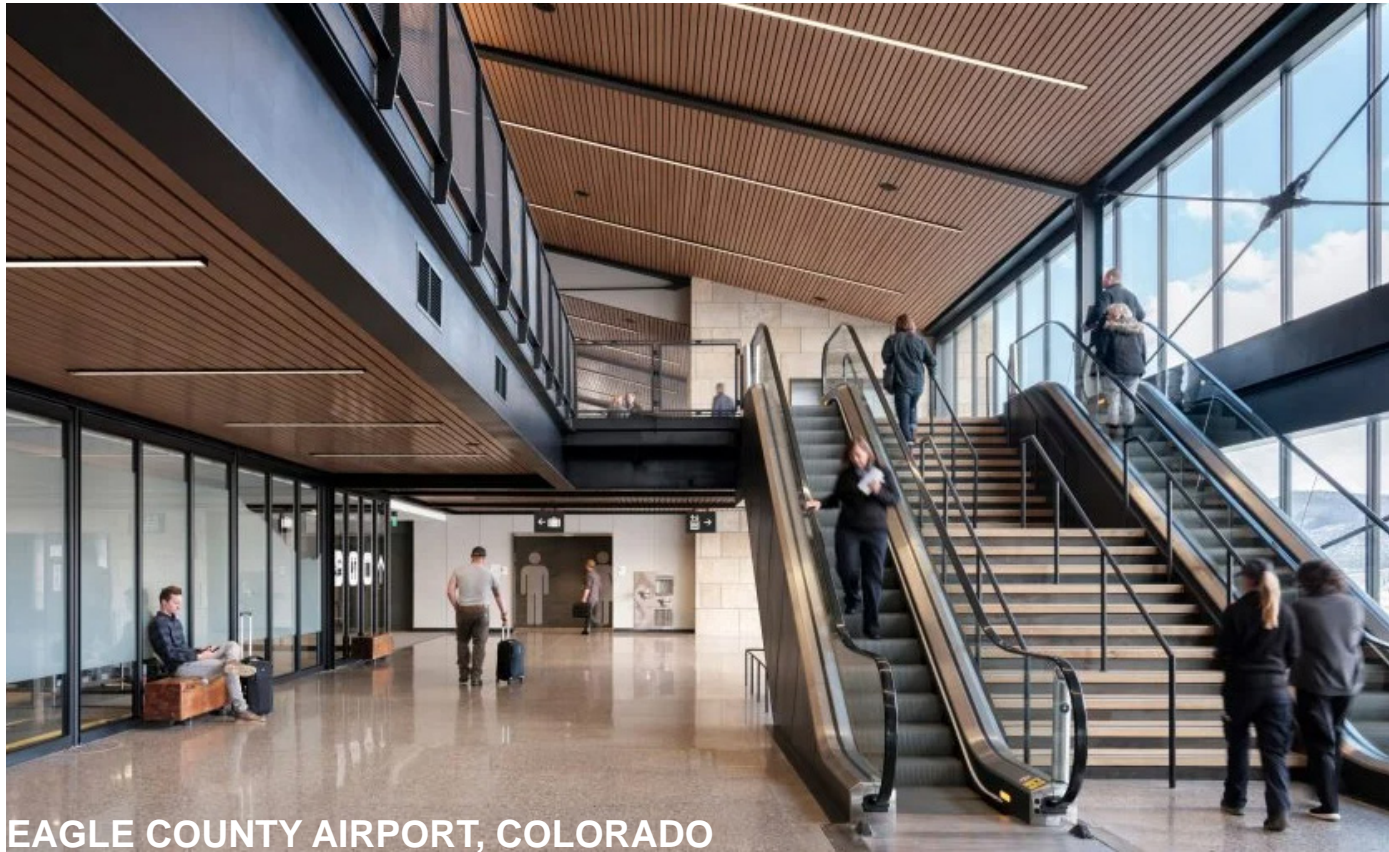


ADAMS-PICKERING BLOCK
BANGOR, MAINE

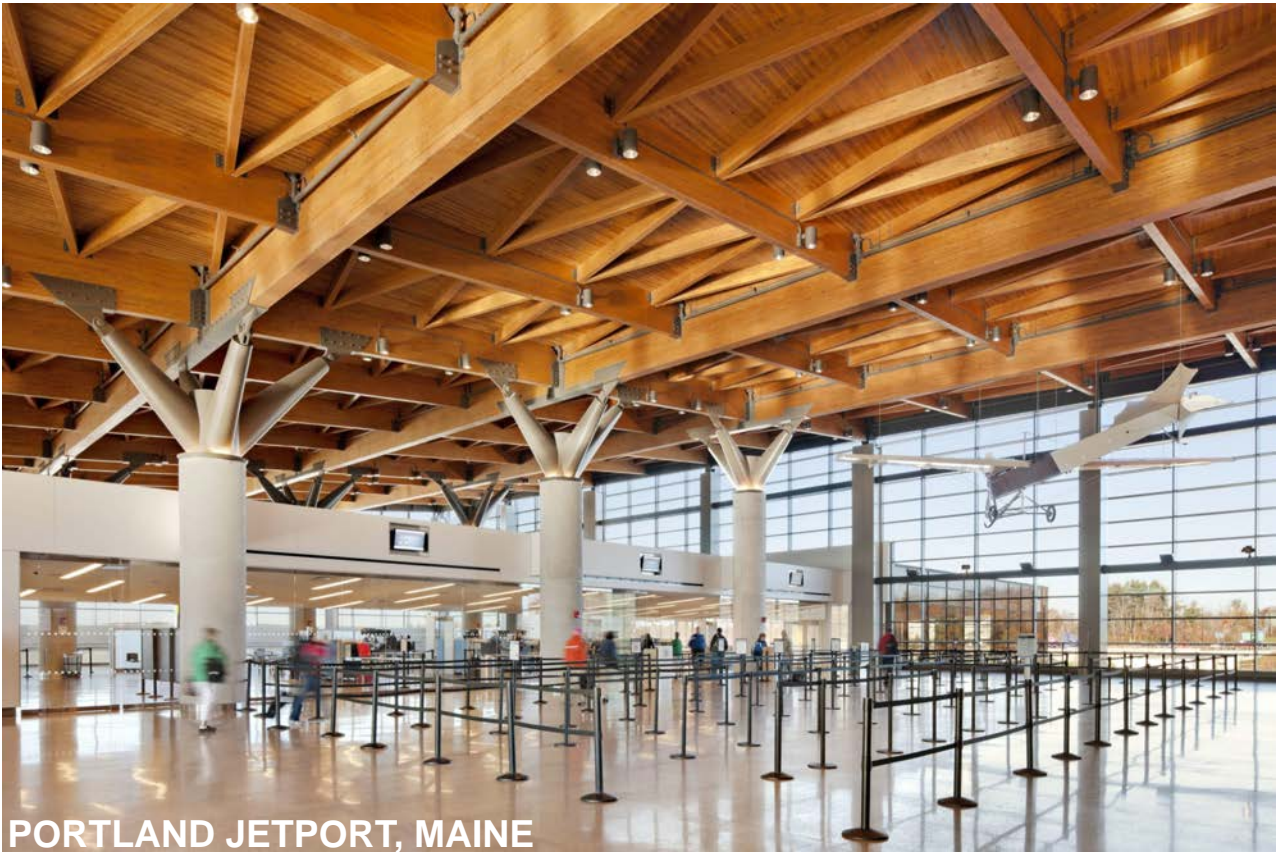


BANGOR CITY HALL
BANGOR, MAINE

03 Precedent Architecture



EAGLE COUNTY AIRPORT, COLORADO



PORTLAND JETPORT, MAINE

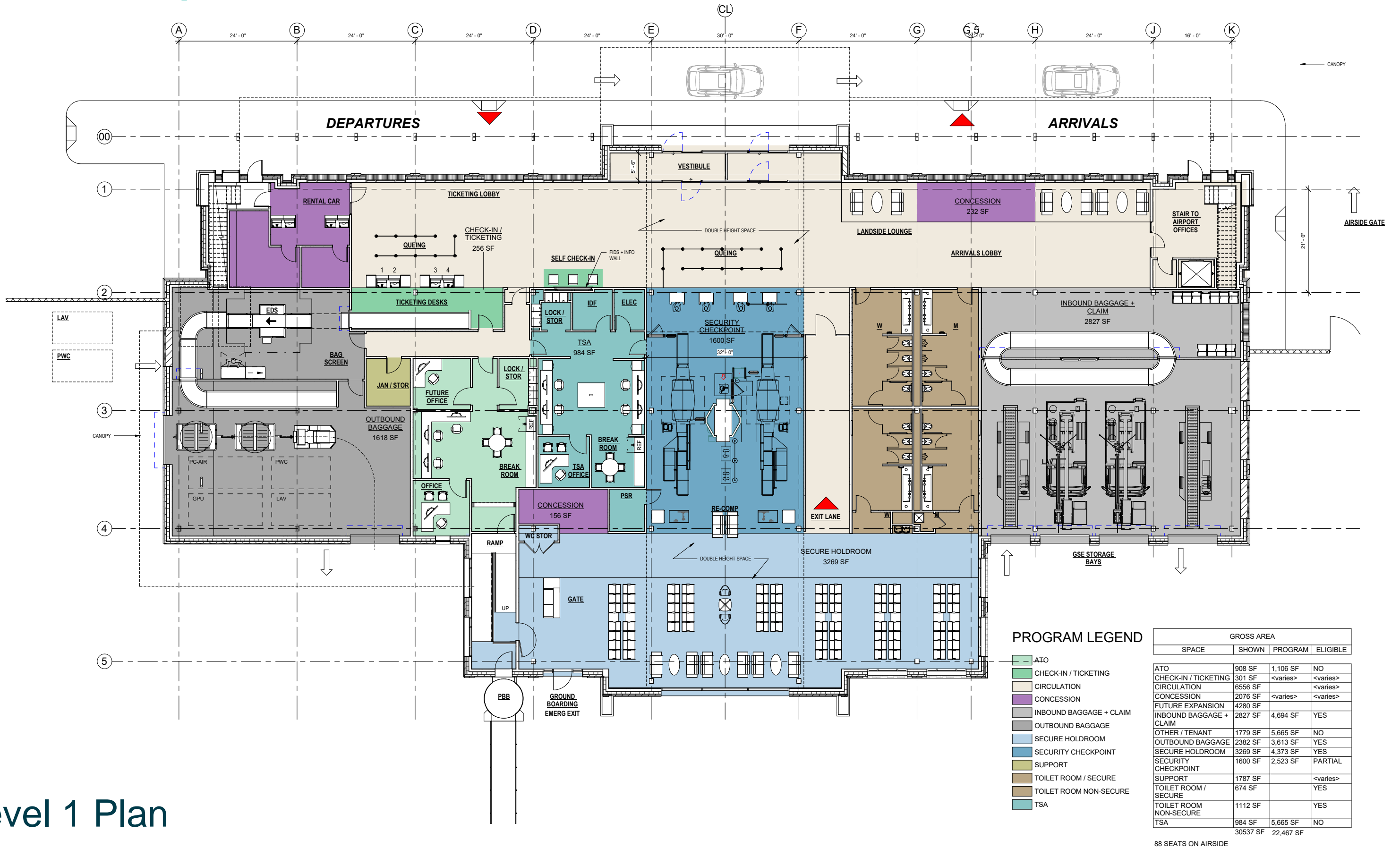


PLATTSBURGH AIRPORT, NEW YORK



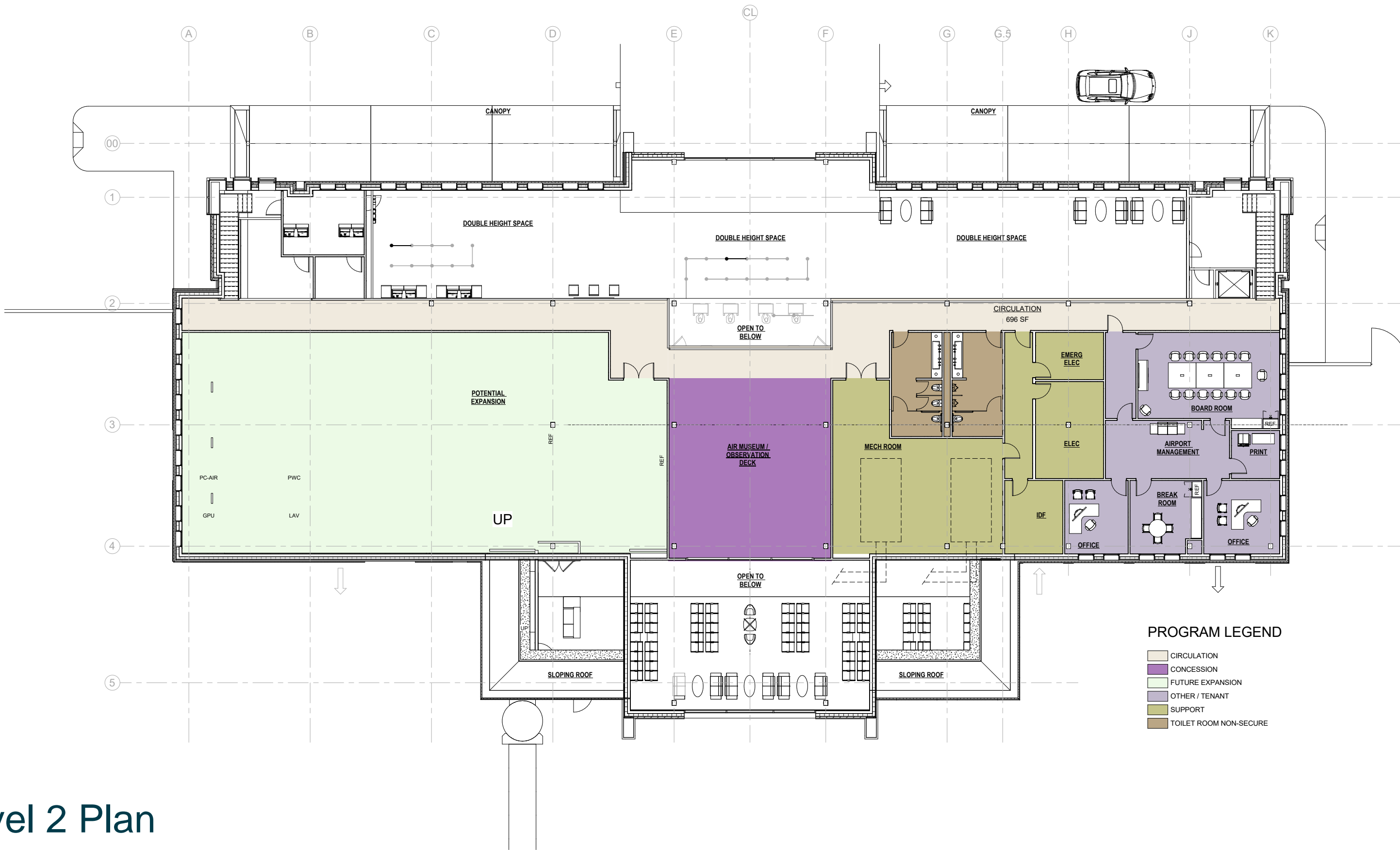
JACKSON HOLE AIRPORT, WYOMING

04 Concept Plans



Level 1 Plan

04 Concept Plans



Level 2 Plan

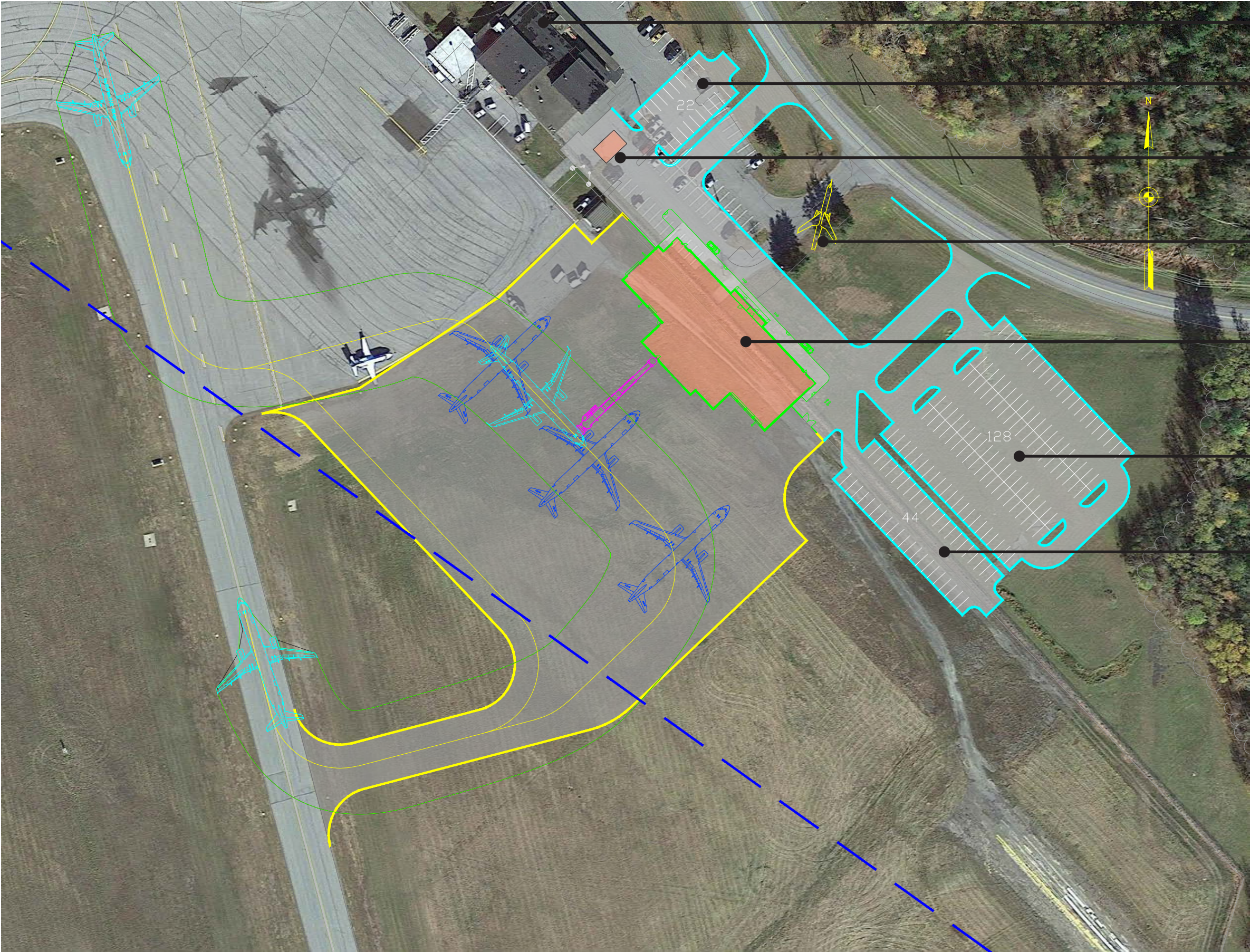
05 3D Views



05 3D Views

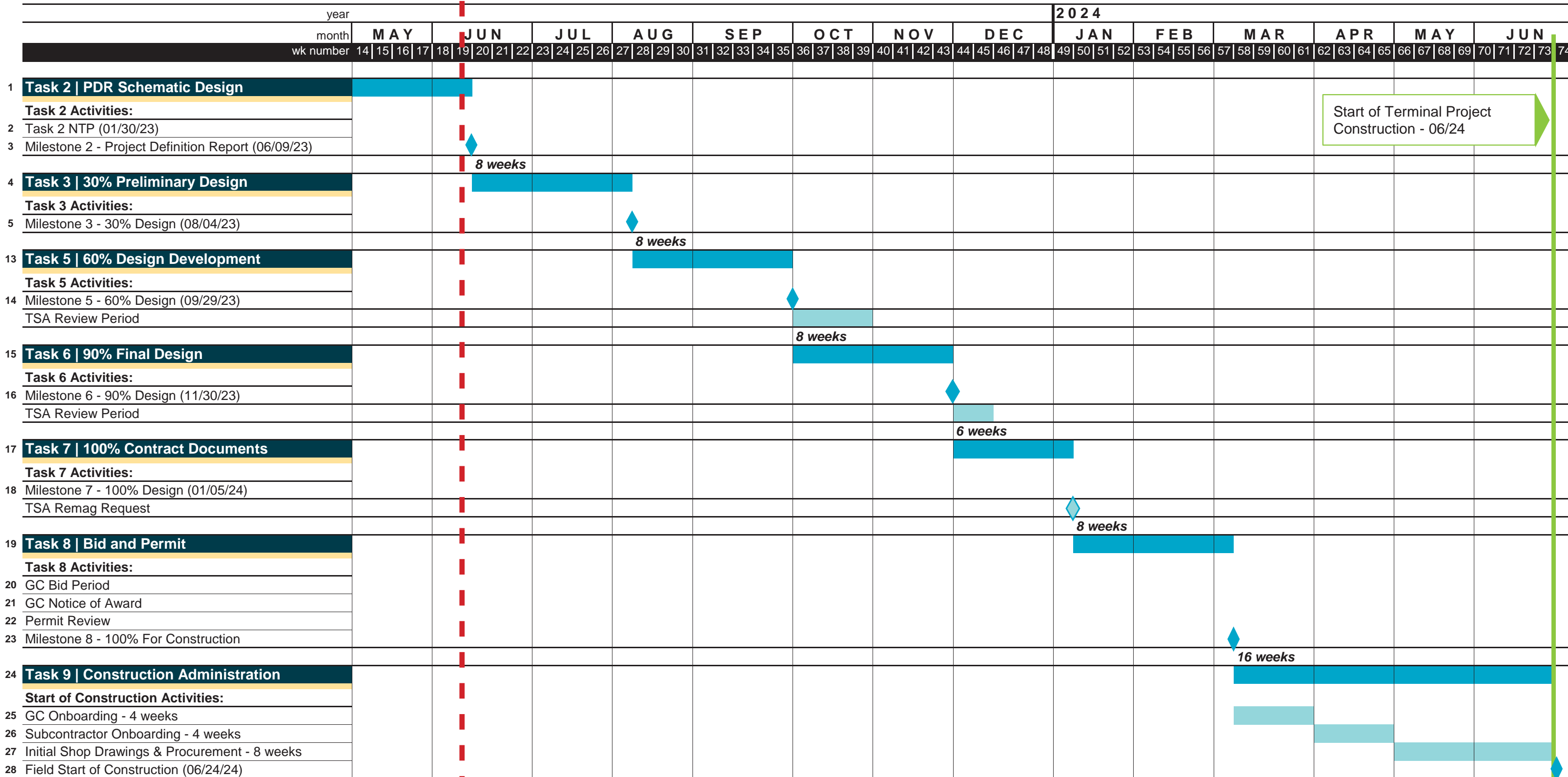


06 Building Siting | Aligned Site Layout



- EXISTING TERMINAL BUILDING
- RENTAL CAR PARKING (22 SPOTS)
- RENTAL CAR QTA CAR PORT
- SNARK MISSILE DISPLAY
- TERMINAL BUILDING
- PAID PASSENGER PARKING (128 SPOTS)
- EMPLOYEE PARKING (44 SPOTS)

07 Project Schedule



²⁹ Note: Task 9 CA services are anticipated to last a duration of 12 months from Field Start of Construction.

08 Funding Update & Authorization Request

Task	Est. Completion	Est. Fees Per Task	Cumulative Investment
BIL Grant Support	10/24/22	\$36,300	-
FY 23 BIL/ATP Application Submittal (Off Ramp #1)	10/24/22		\$36,300
Schematic Design	06/09/23	\$358,000	-
FAA Decision of FY 23 ATP – Not Awarded (Off Ramp #2)	06/09/23		\$394,300
Preliminary Design	08/04/23	\$502,000	-
Design Development	09/29/23	\$541,100	-
FY 24 FAA CDS Decision (Off Ramp #3)	9/29/23		\$1,437,400
FY24 BIL/ATP Application Submittal	10/30/23		-
Final Design	11/30/23	\$498,900	-
100% Contract Drawings	01/05/24	\$300,000	-
FAA Decision of FY 24 ATP/ Project Completion (Off Ramp #4)	1/20/24	-	\$2,236,300
Bid and Permitting	03/7/24	\$142,500	-
Open Bids	03/7/24	-	-
Start Construction	06/24/24	-	-

ROUGH ORDER OF MAGNITUDE PROJECT COST:

APPROX. \$30 MILLION INCLUDING DESIGN FEES AND CONSTRUCTION COST

FUNDING SOURCES:

- FAA BIL/ATP GRANT + AIP FUNDING: UP TO 70-80% OF PROJECT COSTS
- MAINE DEPT. OF TRANSPORTATION: UP TO 2.5% OF FAA ELIGIBLE COSTS
- US EDA PUBLIC WORKS PROGRAM: UP TO \$3,500,000
- NORTHERN BORDERS REGIONAL COMMISSION (NBRC): UP TO \$1,000,000
- PQI PASSENGER FACILITY CHARGES (PFC): CONTRIBUTIONS FROM PASSENGER FEES
- CITY OF PRESQUE ISLE, MAINE: DEPENDING ON STATE + FEDERAL, BETWEEN \$2,000,000 - \$5,000,000

THANK YOU

To: City of Presque Isle, Maine City Council
From: Presque Isle International Airport
Date: June 7, 2023
RE: New Terminal Project One-Page Summary



**HOYLE
TANNER**

AECOM

PROJECT DEFINITION – New 25,000 sf airport terminal facility, inclusive of check-in lobby, baggage handling, passenger screening checkpoint, secure hold rooms, concessions, and additional tenant functions.

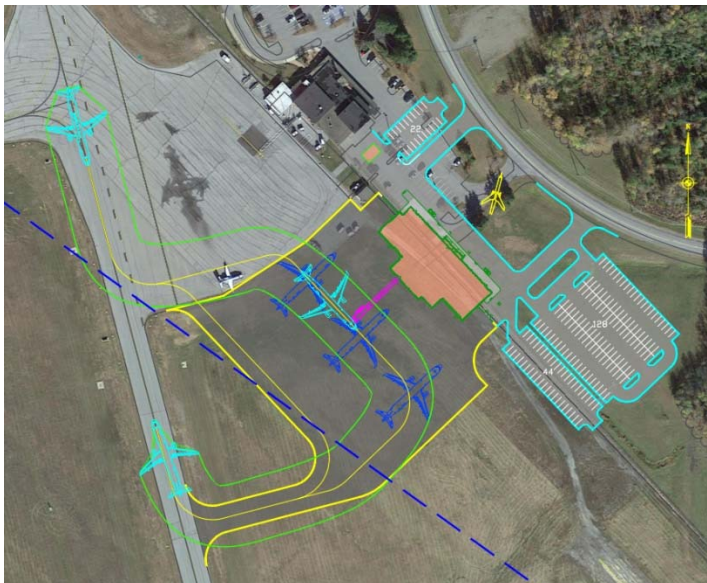
MAJORITY FUNDING OPPORTUNITY – Public Law 117-58, Bipartisan Infrastructure Law (BIL) Airport Terminal Program (ATP) – see exhibit at lower right of this sheet.

ROUGH ORDER OF MAGNITUDE PROBABLE COST–

The rough order of magnitude probable cost for the overall program at this time, inclusive of design fees and construction costs is \$30,000,000.

The following entities and programs that have been identified for varying levels of contribution to the project costs:

- Federal Aviation Administration – both the BIL/ATP Grant and AIP Funding Program may cover up to as much as 70% to 80% of the project costs
- Maine Department of Transportation – the DOT may cover up to 2.5% of the FAA Eligible project costs
- US EDA – the Public Works program may cover up to \$3,500,000
- Norther Borders Regional Commission (NBRC) – up to \$1,000,000 may be available from the NBRC
- Presque Isle International Airport Passenger Facility Charges (PFC) – the airport will contribute from the fees collected from passengers who fly through PQI
- City of Presque Isle, Maine – depending on State and Federal, range from \$2,000,000 - \$5,000,000



PRELIMINARY PROGRAMMED SCHEDULE WITH OFF RAMPs

Task	Est. Completion	Est. Fees Per Task	Cumulative Investment
BIL Grant Support	10/24/22	\$36,300	-
FY 23 BIL/ATP Application Submittal (Off Ramp #1)	10/24/22		\$36,300
Schematic Design	06/09/23	\$358,000	-
FAA Decision of FY 23 ATP – Not Awarded (Off Ramp #2)	06/09/23		\$394,300
Preliminary Design	08/04/23	\$502,000	-
Design Development	09/29/23	\$541,100	-
FY 24 FAA CDS Decision (Off Ramp #3)	9/29/23		\$1,437,400
FY24 BIL/ATP Application Submittal	10/30/23		-
Final Design	11/30/23	\$498,900	-
100% Contract Drawings	01/05/24	\$300,000	-
FAA Decision of FY 24 ATP/ Project Completion (Off Ramp #4)	1/20/24	-	\$2,236,300
Bid and Permitting	03/7/24	\$142,500	-
Open Bids	03/7/24	-	-
Start Construction	06/24/24	-	-

DEPARTMENT OF TRANSPORTATION

Federal Aviation Administration

[Docket # FAA-2022-1227]

Airport Terminal Program; FY 2023 Funding Opportunity

AGENCY: Federal Aviation Administration (FAA), Department of Transportation (DOT).

ACTION: Notice of funding opportunity.

SUMMARY: The Department of Transportation (DOT), Federal Aviation Administration (FAA) announces the opportunity to apply for approximately \$1 billion in FY 2023 discretionary funds for the Airport Terminal Program (ATP), made available under the Infrastructure Investment and Jobs Act of 2021 (IIJA), Public Law 117-58, herein referred to as the Bipartisan Infrastructure Law (BIL). The purpose of the ATP is to make annual grants available to eligible airports for airport terminal development projects that address the aging infrastructure of the nation's airports. In addition, ATP grants will align with DOT's Strategic Framework FY2022-2026 at

FAA ATP Exhibit

PRESQUE ISLE CITY COUNCIL MEETING

For:

June 7, 2023

AGENDA ITEM # 8

SUBJECT

OLD BUSINESS: Cable Franchise Agreement

INFORMATION

- 1) Memorandum
- 2) Franchise Agreement

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by Councilor _____ to authorize the City Manager to sign the Franchise Agreement.



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:	May 30, 2023
RE:	Cable Franchise Renewal

The City has been in negotiations with Charter and we have final contract for consideration that contains the following modifications:

- Reduced subscriber density from 20 houses per mile to 15
- Defines density requirement and provides annual updates (coverage maps, projects, subscribers, revenues)
- Term of ten years (renegotiate in seven years)

Charter was awarded the Presque Isle Fiber-to-the-home (FTTH) Project with the Connectivity Authority earlier this month. The project will bring service to all the roads we've been discussing (below). It covers 193 unserved homes.

Allen Rd
Centerline Rd
Cleaves Rd
Conant Rd
Henderson Rd
Easton Rd
Egypt Rd
McBurnie Rd
Parsons Rd
White Rd
Williams Rd

Motion: To authorize the city manager to sign the franchise agreement.

FRANCHISE AGREEMENT

This Franchise Agreement (“Franchise”) is between the City of Presque Isle, Maine, hereinafter referred to as the “Grantor” and Spectrum Northeast, LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the “Grantee.”

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal;

***NOW, THEREFORE**, the Grantor and Grantee agree as follows:*

SECTION 1 **Definition of Terms**

1.1 Terms. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- B. “Council” shall mean the governing body of the Grantor.
- C. “Cable Act” shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. “Channel” shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.
- E. “Equipment” shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.

- F. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- G. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- H. "Franchise Area" shall mean the geographic boundaries of the Grantor, and shall include any additions thereto by annexation or other legal means.
- I. Gross Revenue: Revenue of any form or kind received by the Grantee from the carriage of Cable Service over the Cable System including, without limitation: the distribution of any Cable Service over the System; Basic Service monthly fees; all other Cable Service fees; fees paid for pay and/or pay-per-view services, installation, reconnection, downgrade, upgrade and any other similar fees; fees paid for channels designated for commercial use; converter, remote control and other equipment rentals, and/or leases and/or sales; all home shopping service(s) revenues; and advertising revenues. Gross Revenue shall not include any taxes or fees other than franchise fees on services furnished by Grantee imposed directly on any Subscriber or user by any governmental unit and collected by Grantee for such governmental unit. In the event that an Affiliate is responsible for advertising on the Cable System in the Grantor, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues excluding commissions and/or applicable agency fees, paid to the Grantee by an Affiliate for said Affiliate's use of the Cable System for the carriage of advertising. It is the intention of the parties here to that Gross Annual Revenues shall only include such revenue of Affiliates and/or Persons relating to the provision of Cable Service over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to Cable services. Gross Annual Revenue shall be computed in accordance with Generally Accepted Accounting Principles.
- J. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- K. "Service Area" shall mean the area described in subsection 6.1 hereto.
- L. "Standard Installation" shall be defined as set forth in Section 6.1.
- M. "State" shall mean the State of Maine.
- N. "Street" shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.

- O. “Subscriber” shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2

Grant of Franchise

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or State law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for a term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in Section 15.12.

2.3 Police Powers. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor’s lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the mutual promises in this contract.

2.4 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Franchise Area or be allowed to operate without a Cable System Franchise.

SECTION 3

Franchise Renewal

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee’s Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4

Indemnification and Insurance

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Grantor shall give the Grantee written notice of

its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System, including any PEG channels.

4.2 Insurance.

- A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence Combined Single Limit
Umbrella Liability	\$1,000,000 per occurrence

- B. The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5 **Service Obligations**

5.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6 **Service Availability**

6.1 Service Area. The Grantee shall make Cable Service distributed over the Cable System available to every residence capable of a Standard Installation within the Franchise Area where there is a minimum density of at least fifteen (15) residences per linear strand mile of aerial cable

not already passed by the Cable System as measured from Grantee's closest technologically feasible tie-in point that is actively delivering Cable Service as of the date of such request for service. To the extent this provision requires Grantee to extend service to residences not capable of receiving Cable Service as of the Effective Date, extension of Cable Service provided pursuant to this Section is conditioned on Grantee's ability: (i) to legally access the residence; (ii) to obtain access to any necessary poles, conduits, or other facilities on reasonable terms and conditions; and (iii) to receive all necessary permits on a timely and non-discriminatory basis. Grantee at its discretion may make Cable Service available to businesses within the Franchise Area.

6.2 Subscriber Charges for Extensions of the Cable System. No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of Section 6.1 above, the Grantee shall only be required to extend the Cable System to Subscribers in that area if the Subscribers are willing to share the capital costs of extending the Cable System. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any Standard/non-standard Installation charges to extend the Cable System from the tap to the residence.

6.3 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the fifteen day period, the cost of new trenching is to be borne by Grantee.

6.4 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.7 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7

Construction and Technical Standards

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 Construction Standards and Requirements. All of the Grantee's Equipment shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

7.3 Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time.

SECTION 8

Conditions on Street Occupancy

8.1 General Conditions. Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aurally at the time of system construction, the Grantee may install its facilities aurally with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience

of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

8.6 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.7 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.8 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, “reasonable advance written notice” shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.9 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.10 Emergency Use. Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System (“EAS”).

SECTION 9 **Service and Rates**

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor notice of any changes in rates, programming services or Channel positions in accordance with applicable law.

9.3 Rate Regulation. Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 15.2 of this Franchise.

9.5 Service to Public Buildings. Subject to applicable law, Grantee shall provide, without charge, Standard Installation and one outlet and equipment of basic Cable Service to the locations listed in Exhibit A hereto. The Cable Service provided pursuant to this Section 9.5 shall not be used for commercial purposes. The Grantor shall take reasonable precautions to prevent any inappropriate use or loss or damage to the Grantee's Cable System.

SECTION 10 **Franchise Fee**

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to three percent (3%) of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on an annual basis, within forty-five (45) days of the close of each calendar year. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.12. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

SECTION 11 **Transfer of Franchise**

11.1 Franchise Transfer. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 12 **Records**

12.1 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of this Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than two (2) years, provided that Grantee shall retain books and records relevant to the payment of the Franchise Fee for a period of three (3) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books, records, or maps in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books, records, or maps marked confidential, as set forth above, to any Person.

12.2 Upon written request, Grantee shall provide to Grantor a summary of the Grantee's activities for the previous calendar year including a summary of:

1. Total number of cable subscribers, this would require a non-disclosure agreement from the Grantor
2. Total miles of new cable plant installed

3. The total revenues upon which a franchise fee (if any) is paid (broken down by major category)
4. The total franchise fee for the year
5. Map of coverage area

SECTION 13

Public Education and Government (PEG) Access

13.1 PEG Access. Grantee shall continue to provide one Channel on the Cable System for use by the Grantor for non-commercial, video programming for public, education and government (“PEG”) access programming. Subject to applicable law, Grantor may continue to use, without charge, the existing video return feed connections from the Presque Isle City Hall, 12 Second Street in Presque Isle, to enable the transport of standard definition PEG programming from the origination sties to the headend for transmission of the PEG channels to the cable subscribers in the City of Presque Isle. Grantee shall be responsible for routine maintenance of the existing return feed and Grantor will be responsible for any new or replacement equipment costs. Costs to enable and maintain transport of high-definition programming as well as any upgrade, relocation, or replacement of any return feed connection, equipment and programming transport shall be the responsibility of Grantor.

Grantor, or its designee(s), shall have the exclusive use of PEG Access Channels. Use of PEG Access Channels shall be subject to such rules as the Grantor, or its designee(s), may adopt.

There shall be no charge by Grantee for the use of capacity on its Cable System for the PEG Access Channels, nor will there be a charge against franchise fees for their use during the term of this franchise, unless such a charge is permitted by applicable law.

Grantee shall not appropriate PEG programming for use by Grantee on any other channel or in any other jurisdiction covered by the Grantee without the consent of the originating PEG producer.

Unless otherwise agreed to by the parties and to the extent required by applicable law, PEG channels shall be carried on the basic tier. Such channels shall be carried in the accordance with 30-A M.R.S. § 3010(5-A), as it may be amended.

SECTION 14

Enforcement or Revocation

14.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the “Violation Notice”).

14.2 Grantee’s Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot

be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

14.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Council shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.8 hereof. At the hearing, the Council shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Council shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Council *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

14.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

14.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 14.3 above.
- B. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.

- C. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

SECTION 15

Miscellaneous Provisions

15.1 Compliance with Laws. Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.

15.2 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.3 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

15.4 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.5 Equal Protection. If any other provider of cable services or video services, (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section

15.5 shall be deemed a waiver of any remedies available to Grantee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

15.6 Change in Law. Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

15.7 Notices. Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor:	City of Presque Isle City Manager 12 Second Street Presque Isle, ME 04769
Email:	mpuckett@presqueisleme.us
Grantee:	Charter Communications Director, Government Affairs 400 Old County Road Rockland, ME 04841
Copy to:	Charter Communications Attn: Vice President, Government Affairs 12405 Powerscourt Drive St. Louis, MO 63131

15.8 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

15.8.1 Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video

services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 15.7 above.

15.9 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

15.10 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

15.11 Administration of Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

15.12 Effective Date. The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise. If any fee or grant that is passed through to Subscribers is required by this Franchise, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

15.13 No Third Party Beneficiaries. Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

Considered and approved this ____ day of _____, 2023.

City of Presque Isle, ME

Signature: _____

Name/Title: _____

Accepted this ____ day of _____, 2023, subject to applicable federal and State law.

Spectrum Northeast, LLC

By: Charter Communications, Inc., Its Manager

Signature: _____

Name/Title: Paul Abbott, VP – Local Government
Affairs and Franchising

EXHIBIT A
SERVICE TO PUBLIC BUILDINGS

Presque Isle High School	16 Griffin Street
Presque Isle Skyway Middle School	569 Skyway Street
Presque Isle Fire Department	43 North Street
Presque Isle Police Department	43 North Street, Suite 2
Pine Street Elementary School	50 Pine Street
Presque Isle City Hall	12 2 nd Street

PRESQUE ISLE CITY COUNCIL MEETING

For:

June 7, 2023

AGENDA ITEM # 9

SUBJECT

OLD BUSINESS: Extension of a Lodging License Application to Eric Martin for Martin's Manor Rentals, LLC with location of 42 Winter Street

INFORMATION

- 1) Memorandum
- 2) Pictures

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by Councilor _____ to approve an Extension of a Lodging Establishment License to Eric Martin for Martin's Manor Rentals, LLC with location at 42 Winter Street. Code violations need to be corrected by June 30, 2023.



City of Presque Isle, Maine

Presque Isle City Clerk
Kimberly A. Finnemore
Email: Kfinnemore@presqueisleme.us
MEMORANDUM

TO:	Honorable City Council
CC:	Martin Puckett, City Manager; Patty Jandreau, Executive Assistant Tim St. Peter, Code Enforcement Officer
DATE:	May 25, 2023
RE:	Extension for Eric Martin, Martin's Manor

Eric Martin called and requested an extension for 42 Winter St. for the Lodging Establishment License. I inspected the property at 42 Winter St. and found that the project to repair the stairway has progressed well. The demo has been completed and I have addressed some other areas of concern with Eric. The reframing is expected to be completed by June 2 2023, with finishing expected to take about 2 weeks more.

Mr. Chairman, I move that we approve the extension to Eric Martin, Martin's Manor at 42 Winter Street until June 30th 2023.

Motion made by: _____ Seconded by: _____



PRESQUE ISLE CITY COUNCIL MEETING

For:

June 7, 2023

AGENDA ITEM # 10

SUBJECT

OLD BUSINESS: Extension of a Lodging License Application to Roger Soucy for Clark's Lodge with location of 22 Pleasant Street

INFORMATION

1) Memorandum

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by Councilor _____ to approve an Extension of a Lodging Establishment License to Roger Soucy for Clark's Lodge with location at 22 Pleasant Street. Code violations need to be corrected by June 30, 2023.



City of Presque Isle, Maine

Presque Isle City Clerk
Kimberly A. Finnemore
Email: Kfinnemore@presqueisleme.us
MEMORANDUM

TO:	Honorable City Council
CC:	Martin Puckett, City Manager; Patty Jandreau, Executive Assistant Tim St. Peter, Code Enforcement Officer
DATE:	May 25, 2023
RE:	Extension for Clark's Lodge

Roger Soucy has requested an extension to complete the necessary requirements for the lodging license. The contractor is currently working on enclosing the stairway to the second floor. Once that is complete I will do the final inspection.

Mr. Chairman, I move that we approve the extension to Roger Soucy for 22 Pleasant Street until June 30 2023.

Motion made by: _____ Seconded by: _____

PRESQUE ISLE CITY COUNCIL MEETING

For:

June 7, 2023

AGENDA ITEM # 11

SUBJECT

NEW BUSINESS: Road Closure: Maine State Federation
Firefighters Parade and Muster

INFORMATION

1) Application

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by
Councilor _____ to approve request to close Main
Street on September 9, 2023 for the Maine State Federation
Firefighters Parade and Muster

Street/Road Closure Application



CITY OF PRESQUE ISLE

12 SECOND STREET

PRESQUE ISLE, ME 04769

TEL: (207) 760-2703 OR (207) 760-2770

FAX: (207) 764-2501

Street/Road Closure Application

The City of Presque Isle regulates the temporary closing of any public street/road lasting more than 20 minutes within the City for the purpose of holding an event or activity. The applicant must agree to the following conditions:

- To designate a contact person responsible for organizing the closure and be available during the event. This contact person should have a copy of the approved application and traffic control plan with them during the event.
- Be responsible for public water, electricity, portable restrooms, trash/recycle collection, signage, traffic control and all of their associated costs.
- Ensure compliance with all applicable regulatory permitting requirements.
- Be responsible for the clean-up of all debris/trash and removal of all signage and traffic control devices from the closure area immediately after the event or activity.

The City reserves the right to require police officers, firefighters/first responders and traffic control devices (barricades/cones/signs) at any event or activity. The organization or group will be responsible for providing traffic control devices and compensating the City for any personnel made available.

The City, in consultation with the applicant, will devise a Traffic Control Plan for the requested closure. The event organizer will be required to follow the Traffic Control Plan. This application will not be approved until the Traffic Control Plan requirements have been finalized and approved by the Presque Isle Police, Fire, and Public Works Departments, City Council or City Manager, and if applicable, MaineDOT.

After approval from the city your application will be sent MaineDot for review. The region

Traffic Engineer at MaineDOT will determine if Changeable Message Signs (CMS) are required. The cost of said CMS signs will be the responsibility of the event organizer.

This form shall be submitted to the City Clerk AT LEAST 60 days prior to the scheduled event date.

Organization/Group

Presque Isle Fire Department

Designated Contact

Darrell

First

White

Last

Phone

(207) 764-2538

Email

dwhite@presqueisleme.us

Activity or Event

Maine State Federation Firefighters Parade and Muster

Closure Date

9/9/2023

Start Time of Closure

9:00 AM

End Time of Closure

10:30 AM

Street Or Road to be Closed

Main Street: UMPI to State Street, State Street to 5 Way, Mechanic Street to Fair Grounds.

Start Point of Closure

UMPI

End Point of Closure

Fair Grounds

Approximate Number of Attendees

300

Approximate Number of Volunteers/Staff

50

Designated Contact Signature

Date

5/15/2023

Parrell White

PRESQUE ISLE CITY COUNCIL MEETING

For:

June 7, 2023

AGENDA ITEM # 12

SUBJECT

NEW BUSINESS: MDOT Listening Session

INFORMATION

1) Press Release

REQUESTED ACTION

INFORMATION ONLY

City of Presque Isle

12 Second Street
Presque Isle, ME 04769-2459
Fax (207) 764-2501
www.presqueislemaine.gov

PRESS RELEASE

FOR IMMEDIATE RELEASE (May 12, 2023)

CONTACT: Kimberly R. Smith, Resource Development and Public Information Officer
207.760.2722; ksmith@presqueisleme.us

Hearing open to public on redesign of Presque Isle downtown

May 12, 2023, Presque Isle, Maine – The public is invited to a free hearing on the redesign of downtown Presque Isle. A discussion will be held on Thursday, June 8 from 6:00 to 8:00 p.m. in the Multi-Purpose Room of the Campus Center at the University of Maine at Presque Isle located at 181 Main Street.

The purpose of the hearing is to provide feedback to the consultants preparing a redesign of downtown Presque Isle. The redesign study will be prepared by TyLin, a global engineering firm that “designs infrastructure solutions that connect and elevate communities”. This is part of the Planning Partnership Initiative with the Maine Department of Transportation and the City of Presque Isle. Residents, commuters, downtown merchants and all interested are invited to attend.

For more information, please contact Galen Weibley, Director of Economic & Community Development at the City of Presque Isle at (207) 7602727 or by email at gweibley@presqueisleme.us.

###

PRESQUE ISLE CITY COUNCIL MEETING

For:

June 7, 2023

AGENDA ITEM # 13

SUBJECT

NEW BUSINESS: Cyber Security Policy

INFORMATION

- 1) Memorandum
- 2) Cyber Security Policy

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by Councilor _____ to approve the City's Cyber Security Policy.



City of Presque Isle, Maine

The Office of
Director of Human Resources

Kellie Chapman

Email: kchapman@presqueisleme.us

MEMORANDUM

TO:	Kim Finnemore, City Clerk; Martin Puckett, City Manager; & the Presque Isle Department Heads and City Councilors
FROM:	Kellie Chapman, Director of Human Resources
DATE:	May 26, 2023
RE:	Cyber Security Policy

It has been recommended by Maine Municipal Association that the City adopt a Cyber Security Policy and implement it in order for them to provide the City with Cyber Security insurance coverage.

A copy of the policy is attached hereto for reference and your perusal.

Suggested motion: Mr. Chairman, I move that we approve the City's Cyber Security Policy.

City of Presque Isle

Cyber Security Policy

Effective cyber security is a shared responsibility, and a team effort involving the participation and support of every employee of the City of Presque Isle (City). It is everyone's responsibility to know, understand and adhere to the guidelines listed in this policy.

Based on best practices and regulations, we have attempted to create safe cyber practices which are clear, concise, and easy to understand. If you have any questions about this agreement, please contact the Human Resource Director or City Manager.

Distribution

Employees will receive a copy of this policy upon hire.

Administration

- In an effort to control the flow of reporting cyber security threats, all employees shall report any incident to their immediate supervisor that will then be reported up the chain of command for resolution.
- The City's IT consultant shall develop annual trainings to help in confidence building of the employees when experiencing cyber security threats in the future.

Access Control

Access to the City information will be limited to those persons who are reasonably required to know such information in order to accomplish our legitimate business purposes or as is necessary for compliance with local, state and federal regulations.

Data Classification

- Protected information is defined as information that requires the highest level of protection; which if modified or disclosed would have legal, regulatory, and financial or negative public perception impact.
- For details regarding the City data classifications, and the security requirements around each classification, contact your immediate supervisor.

Authentication

Password Requirements

- Passwords must be at least 12 characters long, and should ideally be longer.
- The password must not include the employees first or last name and should not contain names like those of children, pets, or favorite hobby.
- The hardest passwords to overcome are the longest ones, not ones that are loaded with a variety of special symbols. A password of four or five random dictionary words strung together, all lowercase, is significantly harder for a malicious third party to crack than an 8-character password containing random numbers and letters. If you can think of a string of words that you can easily remember but is totally meaningless to anyone else, then that will be an extremely secure password.
- Passwords must be changed at least every 365 days and must be changed if there is ever any suspicion, however slight, that someone else might have gained access to your account.
- Employees are not permitted to reuse any of their last 10 passwords when selecting a new password.
- Accounts will be locked out (disabled) after 5 consecutive failed log-on attempts.
 - Network accounts will remain locked out for 30 minutes.
 - If you need your account reenabled during the lockout period, contact your immediate supervisor.

Password Protection

- Every employee is responsible for any actions performed using their computer or application account. Therefore, it is critical that employees protect their passwords by not storing them in a text file on their computer in an unencrypted form.
- Passwords must *never be shared* with anyone, except IT staff who are requesting it in an official capacity for a specific purpose that is necessary for continued job function.
- Work passwords must never be used for accounts such as Gmail, Amazon, an ISP e-mail account, etc. These passwords can be easily intercepted and can result in compromising the City's network security.
- Employees must report all password compromises or attempted compromises to their immediate supervisor.

Email

Email use is subject to the following:

- The City owns the email system and the information transmitted and stored within it. Employees will have no expectations of privacy.
- The following activities are prohibited because they impede the functioning of network communications and the efficient operations of electronic mail systems:
 - Sending or forwarding chain letters.
 - Sending unsolicited messages to large groups except as required to conduct City business.
 - Sending excessively large (50 MB or more) messages.
- Employees must not send, forward or receive City information through non-City email accounts.
- Email of unknown or suspicious origin must be reported to your immediate supervisor.
- Employees who log into any email services on city provided shared devices must log out at the end of each session.
- Employees must not send, forward, receive or store protected information utilizing devices that have not been secured according to the guidelines laid out in this agreement.
- E-mail messages and Internet sites used on the city network are not private but are property of the City. The City may review e-mail messages and Internet sites accessed on the network.
- **Think twice before you open attachments or click links in email.**
 - If you don't know the sender, delete the email; if you do know the sender but weren't expecting an attachment, double check using an alternate method of contact that they actually sent the email.
 - If your contact didn't send you the attachment, delete the message. If their computer is infected with malicious code, it may automatically send you emails (without their knowledge) with links or attachments in an attempt to infect your computer as well.

Internet Use

The following rules apply when using the Internet:

All employees must **NOT**:

- Visit any website that has an "18+" content warning.
- Solicit non-City business for personal gain or profit.
- Use the Internet or email for any illegal purpose.
- Use the Internet or email for any messages that do not conform to the City's policy against harassment and discrimination.
- Change any security settings in their Internet browser unless under the direction of IT.
- Upload, download, or otherwise transmit commercial software or any copyrighted materials belonging to parties outside of the City, or the City itself.
- Intentionally interfere with the normal operation of the network, including the spread of computer viruses and continuous high volume network traffic, which would hinder other employees in their use of the network.

Mobile Devices

This section applies to all employees who have been granted permission to access the City's internal information resources via the use of a mobile device (laptop, smartphone or tablet).

Laptops and Mobile Devices

Laptops and mobile devices are a great convenience. They also come with many risks including ease of theft, operation in unsecured environments, and easily intercepted wireless communications.

In order to protect our valuable information; laptop users must follow these rules of use:

- Only City approved laptops and mobile devices may be used to access the City information resources.
- Subject to the same City controls as workstations, including patch requirements, malware protection, firewall rules, screen saver timeouts, etc.
- Required to have a powered-on password and will lock after 5 minutes of inactivity. Employees shall lock laptops that are left unattended.
- Must be full disk encrypted.
- Must be physically secured at all times.
- The theft or loss must be reported to your immediate supervisor immediately.
- Protected data cannot be stored on devices unless specifically authorized.
- To minimize the risk of loss or exposure of sensitive information maintained by the City and to reduce the risk of acquiring malware infections on computers operated by the City, the following restrictions on removable media apply:
 - Authorized City staff may only use removable media on City provided equipment for work purposes.
 - City owned removable media may not be connected to or used in computers that are not owned or leased by the City without explicit permission of the City's information security staff.
 - Protected or Confidential information may only be stored on removable media when required in the performance of your assigned duties.
 - When Protected or Confidential information is stored on removable media, the removable media must be kept inside a locked container for as long as the sensitive information remains on the media.

Remote Access

This section applies to all employees who have been granted permission to access the City's network server from a remote location.

Remote Access Policy

- Remote access to the City network will be provided to employees authorized by the City Manager.
- Any devices used for remote connectivity to the City network must conform to the City's remote access standards.
- Termination of an authorized employee's remote access is handled through the standard employee termination process upon employee termination or at the City Manager's request.

Remote Access System

Employees must review this Cyber Security Policy and acknowledge they understand their requirements in respect to remote access.

- The City information WILL NOT be stored on/saved to the remote workstation unless authorized by the City Manager.
- Workstations with remote access connections authorized by the City will:
 - Be kept physically secure and not be used by anyone other than a City employee.
 - Have security controls in place:

- § Require a password to unlock.
 - § Antivirus Software installed and virus definition files updated.
 - § Desktop Firewall Software.
 - § Updated and current with operating system and application patches.
 - § No critical vulnerabilities or malware are present that could negatively affect the health of the City network.
- Remote access connections require two factor authentications.
 - Remote access connections must use the authorized City remote access solutions.
 - Remote sessions will be automatically disconnected after 30 minutes of inactivity.

Physical Access

This section applies to all department facilities operated by the City and its employees and any other person who may come in physical contact with resources that affect the City's information assets on City premises.

Physical security is the process of protecting information and technology from physical threats. Physical access to information processing areas and their supporting infrastructure (communications, power, and environmental) is controlled to prevent, detect, and minimize the effects of unintended access to these areas (i.e., unauthorized information access or disruption of information processing itself). The City requires that facilities have both publicly accessible areas as well as restricted areas.

- When an employee that is authorized to access a controlled area is separated from the City or has a role change that no longer authorizes access to that area, that employee's authorization will be removed from all applicable access lists and immediately removed from controlled areas.
 - When an employee is separated from the City, any access tokens or keys will be collected, and the necessary access control personnel will be notified.
- All employees that enter any of the City's secured areas must be verified as authorized to do so.
- Protected data and/or information systems containing protected data must be physically secured when not in use. Files must be stored in controlled areas or locked vaults and access is limited to appropriate employees based on job function.
- Employees are required to notify their supervisor if they notice unauthorized access to restricted areas.
- Computer workstations are required to have a powered-on password and will lock after 5 minutes of inactivity. Employees shall lock computers that are left unattended even for short trips from their office.

Incidental Use of Information Resources

As a convenience to employees, incidental use of Information Resources is permitted. Only brief and occasional use is considered to be incidental. The following restrictions on incidental use apply:

- Incidental personal use of electronic mail, Internet access, fax machines, printers, copiers, and so on, is restricted to employees; it does not extend to family members or other acquaintances.
- Incidental use must not result in direct costs to the City.
- Incidental use must not interfere with the normal performance of an employee's work duties.
- Incidental use of information resources must not involve solicitation in any form, must not be associated with any outside business or employment activity, and must not potentially injure the reputation of the City, or its employees.
- All messages, files and documents – including personal messages, files and documents – located on information resources are considered to be owned by the City and may be subject to open records requests and may be accessed in accordance with this policy.

City of Presque Isle
Cyber Security Policy
Acknowledgement

- I certify that I have read and fully understand this Cyber Security Policy. I understand and acknowledge my obligations and responsibilities.
- I understand that the City reserves the right to monitor system activity and usage. My signature on this document means I have consented to this monitoring.
- I agree that I will not purposely engage in activity that may: harass, threaten or abuse others; take actions that will impede or reduce the performance of the City's server information; deprive an authorized City employee access to the City server; obtain extra resources beyond those allocated; or in any way bypass the City's security measures.
- I further understand that violation of this agreement is subject to disciplinary action up to and including termination without prior warning or notice. Additionally, individuals may be subject to civil liability and criminal prosecution.

Acknowledged and Agreed to by:

Employee Signature

Date

Printed Name

PRESQUE ISLE CITY COUNCIL MEETING

For:

June 7, 2023

AGENDA ITEM # 14

SUBJECT

NEW BUSINESS: Presque Isle Regional Economic Development Revolving Loan Program loan for Joseph Collins, d/b/a Star City Flooring

INFORMATION

1) Memorandum

REQUESTED ACTION

BE IT RESOLVED by Councilor _____, seconded by Councilor _____ to approve a Presque Isle Regional Economic Development Revolving Loan to Joseph Collins, d/b/a Star City Flooring in the amount of \$20,000.00 at 5% amortized for 5 years.



City of Presque Isle, Maine

Presque Isle Development Fund
From the desk of:
Penny Anderson
Email: panderson@presqueisleme.us

MEMORANDUM

TO:	Honorable City Council
CC:	Martin Puckett, City Manager; Patty Jandreau, Executive Assistant Galen Weibley, Director of Economic and Community Development Kim Finnemore, City Clerk
DATE:	May 18, 2023
RE:	Recommendation from Presque Isle Development Fund

At the May 17, 2023, meeting of the Presque Development Fund the Presque Isle Regional Economic Development Revolving Loan Program loan listed below was considered and recommended to the City Council for approval by the Presque Development Fund Trustees. Please add this to the City Council agenda for the meeting on June 7, 2023.

RECOMMENDED: Motion by Councilor _____, seconded by Councilor _____ to approve a Presque Isle Regional Economic Development Revolving Loan (FAME) from the Presque Isle Regional Economic Development Revolving Loan Program (REDRLP) to Joseph Collins, d/b/a Star City Flooring, LLC. in the amount of Twenty Thousand Dollars (\$20,000.00), amortized over a five (5) year period at an interest rate of five percent (5.00%) per annum.

The purpose of the loan is for purchase inventory a construction trailer and equipment.

PRESQUE ISLE CITY COUNCIL ANNOUNCEMENTS

Wednesday, June 7, 2023

- Strawberry Shortcake Sale is on June 15.
- Pride Aroostook Festival will be held on June 17 from 3:00 pm to 7:00 pm at Riverside Park
- There will be a free concert (Country Folk) at Riverside Park on June 22 at 6:00 pm.
- The City has the following employment vacancies:
Police Officer
- We have the following vacancies for Boards/Committees:
Assessment Review, 2 – one year alternates
Audit Committee, 1 – four year member
Zoning Board, 1 – three year member and 1 - one year alternate
Planning Board 1 – one year alternate
Rec & Parks, 2 – one year alternates
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, July 5, 2023 at 6:00 pm (5:00 pm for executive session) in the Council Chambers at City Hall.