

**ELLSWORTH CITY COUNCIL
REGULAR MONTHLY MEETING NOTICE
JULY 20, 2020
7:00 PM**

In accordance with An Act To implement Provisions Necessary to the Health, Welfare and Safety of the Citizens of Maine in Response to the COVID-19 Public Health Emergency, as enacted to read: Sec G-1 1 MRSA §403-A Public proceedings through remote access during declaration of State of Emergency due to COVID-19, the meeting will be held live at 1 City Hall Plaza in the City Hall Council Chambers with only the allowable number of participants according to the Governor's executive orders. Citizens may email questions and public comments on the public hearing agenda items as well as other items this evening to Chair Dale Hamilton at dhamilton@ellsworthmaine.gov prior to and throughout the duration of the meeting. The meeting will be broadcast live on the City of Ellsworth, Maine Facebook page and YouTube Page; as well as recorded and made available live on Spectrum Channel 1303.

Facebook: <https://www.facebook.com/ellsworthme>

YouTube: <https://www.youtube.com/c/CityofEllsworthMaine>

1. Call to Order.
2. Pledge of Allegiance.
3. Rules of Order.
4. Adoption of minutes from the following meeting (s) of the Ellsworth City Council:
 - 06/15/2020 Regular Council Meeting. **
5. City Manager's Report.
6. Committee Reports.
7. Citizens' Comments.
8. Presentation of Awards.
 - Charlene Clemons, for five years of service with the Ellsworth Public Library.

UNFINISHED BUSINESS

CONSENT AGENDA

CONSENT AGENDA: All items with an asterisk (*) are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member so requests, in which event, the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.

9. Council Order #072000, Request of the City Assessor for abatement of FY 2019 and FY 2018 taxes incorrectly billed to Bonnie Walker, Munis ID# 6883, in the amount of \$988.61 plus interest and fees (FY 2019) and \$973.97 plus interest and fees (FY 2018). * **

* ** - Consent agenda items containing backup material.

** - Agenda items containing backup material.

10. Council Order #072001, Request of the Ellsworth Planning Board to accept a resignation letter from Roger P. Lessard with a term to expire on June 30, 2022. * **
11. Council Order #072002, Request of the City Clerk for review and acceptance of the results from the July 14, 2020 City of Ellsworth School Budget Validation Special Municipal Referendum Election. * **

NEW BUSINESS

12. Public hearing and action on the following business license application (s):

- Ellsworth Lodge of Elks #2743, 317 High Street, for renewal of a City Class B License (Victualer, Alcohol and Amusement) and renewal of a State Club-On Premise with Catering Malt, Spirituous and Vinous (Class I) Liquor License. **
- Fogtown Brewing Co LLC d/b/a Fogtown Brewing Company, 25 Pine Street, for renewal of a City Class B License (Victualer, Alcohol, and Amusement). **
- Jennifer Wing d/b/a Peppers Pub Inc., 20 Water Street, for renewal of a City Class B License (Victualer, Alcohol, and Amusement) and renewal of a State Restaurant/Lounge Malt, Spirituous and Vinous (Class XI) Liquor License. **
- Taste Jamaica, LLC 190 State Street for renewal of a City Class C License (Victualer and Liquor) and renewal of a State Restaurant (Class III & IV) Wine and Malt Liquor License. **
- Rockbound Management LLC, d/b/a Twin Hills Cottages of Acadia, 210 Twin Hill Road, for renewal of a City Lodging License. **

13. Council Order #072003, Request of the Fire Chief to accept a revised agreement with the County of Hancock for providing Fletchers Landing Township fire protection and emergency services. **

14. Council Order #072004, Request of the Development Services Director to approve a Business in Residence Contract for services at the Union River Center for Innovation. **

15. Council Order #072005, Request of the Development Services Director to approve a Services Agreement with Pulse Marketing at the Union River Center for Innovation. **

16. Council Order #072006, Request of the Development Services Director to accept the Keep Maine Healthy Grant in the amount of \$25,372. **

17. Council Order #072007, Request of the Development Services Director to accept the Maine Technology Institute Grant for URCI in the amount of \$72,000. **

18. Public hearing and action on the City of Ellsworth Municipal Budget Resolutions for FY 2021. **

19. Council Order #072008, Request of the City Manager to approve a contract for Lawn Treatment Services at City Hall, Merrill Park, SK Whiting Park, Harbor Park, Triangle at Demeyer, Wilson Field, and Demeyer Fields 1-3. **

20. Council Order #072009, Request of the City Manager to approve a contract for Knowlton Park Mowing and Grounds Maintenance Services. **Request to remove from the agenda this evening.

21. Adjournment.

* ** - Consent agenda items containing backup material.

** - Agenda items containing backup material.

Item #4

**RECORD OF REGULAR MEETING
ELLSWORTH CITY COUNCIL**

DATE: JUNE 15, 2020

TIME: 7:00 PM

PLACE: ELLSWORTH CITY HALL COUNCIL CHAMBERS

**CITY COUNCIL PRESENT: BLANCHETTE, GRINDLE, HAMILTON,
KAPLAN, MILLER, MOORE, AND PHILLIPS.**

CITY COUNCIL ABSENT:

**KEY SPEAKERS PRESENT: CITY MANAGER DAVID COLE, JENNIFER
MERCHANT, DAN HIGGINS, BRENDA THOMAS, AND HEIDI GRINDLE.**

ON CONFERENCE CALL: LISA SEKULICH.

In accordance with An Act To implement Provisions Necessary to the Health, Welfare and Safety of the Citizens of Maine in Response to the COVID-19 Public Health Emergency, as enacted to read: Sec G-1 1 MRSA §403-A Public proceedings through remote access during declaration of State of Emergency due to COVID-19, the meeting will be held live at 1 City Hall Plaza in the City Hall Council Chambers with only the City Council, City Manager, and the allowable number of participants allowed according to the Governor's executive order present. Citizens may email questions and public comments on the public hearing agenda items as well as other items this evening to Chair Dale Hamilton at dhamilton@ellsworthmaine.gov prior to and throughout the duration of the meeting. The meeting will be broadcast live on the City of Ellsworth, Maine Facebook page and YouTube Page; as well as recorded and made available live on Spectrum Channel 1303.

Facebook: <https://www.facebook.com/ellsworthme>

YouTube: <https://www.youtube.com/c/CityofEllsworthMaine>

Call to Order.

Call to Order.

Chair Hamilton called the regular meeting of the Ellsworth City Council to order at 7:00 PM.

Pledge of Allegiance.

Pledge of Allegiance.

All stood for the pledge of allegiance.

Rules of Order.

Rules of Order.

The meeting was conducted under Robert's Rules of Order and other rules adopted at the November 13, 2019 Annual Organizational Meeting of the Ellsworth City Council. After being recognized by the Chairman, a person may speak not more than three (3) minutes on any one item on the agenda. In addition, the person may speak not more than two (2) minutes in rebuttal.

On a motion by Miller, seconded by Blanchette, it was unanimously

**Approved - addition
of an item to the
agenda. Executive
session in accordance
with MRSA Title 1,**

RESOLVED to approve the addition of an item to the agenda. Executive session to discuss the condition, acquisition or the use of real or personal property permanently attached to real property or interests therein or disposition of

**RECORD OF REGULAR MEETING
ELLSWORTH CITY COUNCIL**

DATE: JUNE 15, 2020

TIME: 7:00 PM

PLACE: ELLSWORTH CITY HALL COUNCIL CHAMBERS

**CITY COUNCIL PRESENT: BLANCHETTE, GRINDLE, HAMILTON,
KAPLAN, MILLER, MOORE, AND PHILLIPS.**

CITY COUNCIL ABSENT:

**KEY SPEAKERS PRESENT: CITY MANAGER DAVID COLE, JENNIFER
MERCHANT, DAN HIGGINS, BRENDA THOMAS, AND HEIDI GRINDLE.**

ON CONFERENCE CALL: LISA SEKULICH.

publicly held property or economic development only if premature disposition of the information would prejudice the competitive or bargaining position of the body or agency in accordance with MRSA Title 1, Chapter 13, Section 405, Paragraph 6C. Actions as needed on the part of the Committee are anticipated following the executive session.

Following the vote to add this item to the agenda; Chair Hamilton designated this item as #23 and move adjournment to item #24.

Adoption of minutes from the following meeting (s) of the Ellsworth City Council:

🕒 May 18, 2020 Regular Meeting.

On a motion by Blanchette, seconded by Miller, it was unanimously

RESOLVED to approve the adoption of the Ellsworth City Council minutes from the May 18, 2020 Regular Meeting as presented this evening.

City Manager's Report.

David Cole, City Manager noted the most significant development since the May Council meeting was City Hall has reopened. Staff that had been working from home have now returned to City Hall. Staff members have been spread out in the building, added accommodations such as Plexiglas, masks, and have added other items to ensure a safe environment. City Hall is now open 5 days a week to the public by appointment only. The appointment system seems to be working very well; it is successful for the City staff because they can control the number of citizens coming into the building. There are designated parking spots in the parking lot off from Church Street where the customer waits until their turn. Only four people are allowed in the building at one time. This is good for the customers as well because they have a specific time they can come into take care of their business. Cole noted the Harbor is open. The new walkway is substantially completed at the Harbor there is still some landscaping work remaining as well as backing up to the concrete structure. Oak Street has been improved with some cleanup remaining. There are a few projects in progress which the Public Works Director will provide an update on later in the agenda.

Committee Reports.

Chapter 13, Section 405, Paragraph 6C. Actions as needed on the part of the Committee are anticipated following the executive session.

Approved - Adoption of the Ellsworth City Council minutes from the May 18, 2020 Regular Meeting as presented this evening.

City Manager's Report.

Committee Reports.

**RECORD OF REGULAR MEETING
ELLSWORTH CITY COUNCIL**

DATE: JUNE 15, 2020

TIME: 7:00 PM

PLACE: ELLSWORTH CITY HALL COUNCIL CHAMBERS

**CITY COUNCIL PRESENT: BLANCHETTE, GRINDLE, HAMILTON,
KAPLAN, MILLER, MOORE, AND PHILLIPS.**

CITY COUNCIL ABSENT:

**KEY SPEAKERS PRESENT: CITY MANAGER DAVID COLE, JENNIFER
MERCHANT, DAN HIGGINS, BRENDA THOMAS, AND HEIDI GRINDLE.
ON CONFERENCE CALL: LISA SEKULICH.**

➤ *Harbor Commission.* Councilor Moore reported to date \$21,762.94 has been collected in various fees. Gaftch has been at the Harbor to make some adjustments to the new fuel supply that was recently put in place. The Harbor users seem to be very pleased with the new offerings. The pathway that extends out to Water Street was one of the biggest improvements at the Harbor this spring. The sections of the parking lot that had been disturbed by the installation of the fuel tanks has been repaved. Moore thanked KJ Dugas Construction for assisting the Ellsworth Public Works Department in getting that paving project completed. Due to a variety of factors the Harbor did not officially open until June 1, 2020; however, they did provide birthing of boats beginning May 15, 2020. Moore announced the City has hired two part-time seasonal employees to serve as Deputy Harbormasters this season. Their names are Kim Shay and Shawn Merrill.

Citizens' Comments.

Citizens' Comments.

Chair Dale Hamilton read into the record a public comment from the Library Board of Trustees. The Board of Trustees is dismayed by the action of the City Council and particularly in the way that this post mischaracterizes the use of the library by non-residents as was discussed at a meeting of the Board of Trustees earlier this year. The Library has already changed the policy to require surrounding towns to either one contribute a standardized per capita fee for use of the Ellsworth public library by their own residence or two the library will charge each resident of that town the standard non-resident card fee. In fact the surrounding towns have for the most part been paying into the library operations budget for many years. It has never been the library's policy for surrounding towns and residents to use the library for free. The City Council had already expressed a desire to see a greater contribution of funding from surrounding towns and this plan was designed specifically in reaction to that conversation. The new policy was due to take effect July 1 but due to the COVID-19 pandemic the Board voted to postpone the implementation by six months because of the hardship it would impose on many of the long-standing patrons and community members. This mixed with the fact that many towns simply have not been able to hold town meetings and vote on this change to their funding. Decreasing the City provided funding by this amount will unnecessarily reduce the entire library budget. The \$100,000 dollar shortfall cannot be made up by user fees and is likely to result in significant reduction of library services. After the Library Board's December 17, 2019 meeting with both councilors Phillips and Hamilton we proactively removed more than \$34,000 from

**RECORD OF REGULAR MEETING
ELLSWORTH CITY COUNCIL**

DATE: JUNE 15, 2020

TIME: 7:00 PM

PLACE: ELLSWORTH CITY HALL COUNCIL CHAMBERS

**CITY COUNCIL PRESENT: BLANCHETTE, GRINDLE, HAMILTON,
KAPLAN, MILLER, MOORE, AND PHILLIPS.**

CITY COUNCIL ABSENT:

**KEY SPEAKERS PRESENT: CITY MANAGER DAVID COLE, JENNIFER
MERCHANT, DAN HIGGINS, BRENDA THOMAS, AND HEIDI GRINDLE.**

ON CONFERENCE CALL: LISA SEKULICH.

the budget to avoid this situation. They had already mentioned the possibility of a six figure reduction. This made for a fifty seven thousand dollar decrease from the 2019 budget. At a time when so many community members are in desperate need of library services the Board of Trustees believes this action by the City Council will harm children, adults, and senior members of Ellsworth. There remain many possible solutions to the Council's need to decrease the overall city budget and a proposed smaller percentage across city departments may be a more fair and equitable way to decrease city funding. It is the sincere hope of the Board of Library Trustees that this decision is reversed and they are grateful to the residents of Ellsworth and surrounding towns for expressing their own dismay. Sincerely Board of Trustees Ellsworth Public Library. That was the only comment Hamilton received through email this evening. Hamilton asked the public to watch the budget meeting. Contrary to what has been portrayed as a move to balance the budget within an automatic email (similar to Robocalls) that was sent to residents; the truth is the proposal to reduce the Library budget was not about reducing the City budget to achieve a certain level. Hamilton is confident in this because he is the one that raised the issue. This reduction was to address a fairness issue in terms of how much the City of Ellsworth taxpayers are paying for a library. The surrounding communities where they do pay some fees as the Trustees have stated, it is a very tiny percentage of the overall budget. Over at least the past 3 years the Council has tried to work proactively to come up with other solutions to help bring the cost of the library in line with other communities of our size and without damaging the library. Hamilton does not believe this is going to be damaging to children, families, and seniors that is a mischaracterization of what would happen. The Council does not maintain line item control over the budget. Hamilton still believes there are ways to achieve savings and bring it in line with other libraries of this size to release the burden. He hoped that surrounding communities would then step up and pay their fair share which overtime would increase the library budget giving them more resources at that point. To be clear this is not to balance a budget or reach a certain number; it is solely to address the fairness issue and continue to support the Library with very significant taxpayer funding. Councilor Kaplan inquired if this could be approached as a step down method over the next two to three years. She suggested cutting a percentage now and then work up towards where ideally it would be in line with other communities. Hamilton noted that is an approach they have been trying to take for at least the past three years. He noted tonight as he did at the last budget meeting this has reached a point where a line must be drawn in the sand. The argument has been made as well as emails received, and in the statement read into the record this evening that people are

**RECORD OF REGULAR MEETING
ELLSWORTH CITY COUNCIL**

DATE: JUNE 15, 2020

TIME: 7:00 PM

PLACE: ELLSWORTH CITY HALL COUNCIL CHAMBERS

**CITY COUNCIL PRESENT: BLANCHETTE, GRINDLE, HAMILTON,
KAPLAN, MILLER, MOORE, AND PHILLIPS.**

CITY COUNCIL ABSENT:

**KEY SPEAKERS PRESENT: CITY MANAGER DAVID COLE, JENNIFER
MERCHANT, DAN HIGGINS, BRENDA THOMAS, AND HEIDI GRINDLE.**

ON CONFERENCE CALL: LISA SEKULICH.

concerned with the residents from other communities and their ability to afford what would be a comparable per capita rate at this time of the economy. Hamilton finds it hard to not take the position of supporting the Ellsworth taxpayers for the same reason. The argument of stating well everybody else in other communities are having it tough so let's continue to carry that burden and ignore what is happening with the Ellsworth taxpayers is not a fair option. Hamilton did not feel there was a willingness to get to that agreement; for Hamilton personally if there was some movement that demonstrated a strong sentiment in that direction where that would happen he might feel differently. It was believed that would be accomplished July 1 and now that has been postponed as addressed in the statement presented this evening. The willingness to take that step just has not been there and that has led to Hamilton's position. Kaplan noted the Ellsworth mil-rate is currently higher than the surrounding communities by at least 50%. Cole noted traditionally a service center community will have a higher tax rate than the smaller communities around. He indicated it could be in that range of difference. Hamilton noted as the budget process moves forward there will be other opportunities to address this topic. The School budget will be validated by the public at the July 14 election; tonight the Council will be taking a vote on a Continuing Resolution with the municipal budget. The budget will not be finalized tonight so there will be ample time for individuals to continue to weigh in on this discussion. Councilor Grindle stressed this is equality for the Ellsworth taxpayer.

Grindle indicated this should be a regional library; however, she was not going to expand on that topic tonight. In staying with her campaign promise she did compare the Ellsworth library department to similar communities of our size and identify the differences in the costs and services that are provided. Ellsworth's population is 8,000, the tax revenue is approximately \$21 million; the library's proposed appropriation budget is \$561,000 which is 2.6 percent of the total tax revenue raised. This is approximately \$70 per Ellsworth resident or per capita. In her research Freeport, had 8,500 residents, \$26,000 tax revenue base, \$53,000 appropriation, that is 1.7 percentage of tax revenues to be raise, per capita cost is \$53. Old Orchard Beach, had 8,900 population, \$28 million in tax revenue, library appropriation \$288,000, 1 percent of total tax revenue, \$32 per capita. Yarmouth, 8,500 population, \$30 million in tax revenue, \$502,000 library appropriation, 1.7 percent, \$59 per capita. Kittery, 9,800 population, \$26 million in tax revenue, \$467,000 library appropriations, 1.8 of tax revenue, \$47 per capita cost. Based on this research there is an inequality between Ellsworth and the other communities that have far more in tax revenue that Ellsworth does. In Ellsworth the per capita cost is \$70 compared to the next highest of \$59 per capita. Grindle felt to get to a

**RECORD OF REGULAR MEETING
ELLSWORTH CITY COUNCIL**

DATE: JUNE 15, 2020

TIME: 7:00 PM

PLACE: ELLSWORTH CITY HALL COUNCIL CHAMBERS

**CITY COUNCIL PRESENT: BLANCHETTE, GRINDLE, HAMILTON,
KAPLAN, MILLER, MOORE, AND PHILLIPS.**

CITY COUNCIL ABSENT:

**KEY SPEAKERS PRESENT: CITY MANAGER DAVID COLE, JENNIFER
MERCHANT, DAN HIGGINS, BRENDA THOMAS, AND HEIDI GRINDLE.**

ON CONFERENCE CALL: LISA SEKULICH.

more equitable situation this deduction is necessary to be fair to Ellsworth residents. Grindle appreciates all the emails she has received; those are not a surprise to her and she does believe the Library is a gem. 27 of the emails are from non-residents; she encouraged those residents to speak with their town selectmen and push the issue of supporting the Ellsworth Library with them. The state of rules and regulations around attendance at the July Council meeting are still unclear although one could assume the current orders will still be in place; however, Hamilton encouraged individuals who would like to offer an opinion on this topic to send an email to any City Councilor and be prepared for the July Council meeting where there can be a robust discussion.

Presentation of Awards.

Troy Bires, for thirty years of service with the Ellsworth Police Department.

Troy Bires was absent from the meeting. The award will be given to his supervisor for presentation at a later date.

UNFINISHED BUSINESS

There were no items under Unfinished Business this month.

CONSENT AGENDA

CONSENT AGENDA: All items with an asterisk () are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member so requests, in which event, the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.*

*Council Order #062000, Request of the Deputy Treasurer/Tax Collector to set the real estate and personal property tax due dates at September 10, 2020 and March 11, 2021. **

See attachment #1 for a complete explanation.

Council Order #062001, Request of the Deputy Treasurer/Tax Collector for an Order of the Municipal Officers on the application of real estate and personal

**Presentation of
Awards.**

**Troy Bires – 30 years
of service, Ellsworth
Police Department.**

Unfinished Business.

Consent Agenda.

**Approved - Consent
agenda as presented
this evening.**

**Approved - Council
Order #062000, Set
the real estate and
personal property
tax due dates.**

**Approved - Council
Order #062001, this
order will allow for**

**RECORD OF REGULAR MEETING
ELLSWORTH CITY COUNCIL**

DATE: JUNE 15, 2020

TIME: 7:00 PM

PLACE: ELLSWORTH CITY HALL COUNCIL CHAMBERS

**CITY COUNCIL PRESENT: BLANCHETTE, GRINDLE, HAMILTON,
KAPLAN, MILLER, MOORE, AND PHILLIPS.**

CITY COUNCIL ABSENT:

**KEY SPEAKERS PRESENT: CITY MANAGER DAVID COLE, JENNIFER
MERCHANT, DAN HIGGINS, BRENDA THOMAS, AND HEIDI GRINDLE.**

ON CONFERENCE CALL: LISA SEKULICH.

*property tax payments. This order will allow for the Tax Collector and Treasurer to apply tax payments against the oldest unpaid tax bills. **

**the Tax Collector
and Treasurer to
apply tax payments
against the oldest
unpaid tax bills.**

See attachment #1 for a complete explanation.

On a motion by Phillips, seconded by Moore, it was unanimously

RESOLVED to approve the consent agenda as presented this evening.

New Business.

NEW BUSINESS

Public hearing and action on the application (s) for new or renewal for the following license (s):

Pavida Visetrut Young d/b/a Thai Sana, 321 High Street, for renewal of a City Class C License (Liquor and Victualer) and renewal of a State Restaurant Malt and Vinous (Class III and IV) Liquor License.

**Approved - Pavida
Visetrut Young d/b/a
Thai Sana, 321 High
Street, for renewal of
a City Class C
License (Liquor and
Victualer) and
renewal of a State
Restaurant Malt and
Vinous (Class III and
IV) Liquor License.**

The staff reports the premises are in compliance with required codes and ordinances necessary to issue the requested licenses.

Public hearing was opened.

There were no comments.

Public hearing was closed.

On a motion by Moore, seconded by Blanchette, it was unanimously

RESOLVED to approve the request of Pavida Visetrut Young d/b/a Thai Sana, 321 High Street, for renewal of a City Class C License (Liquor and Victualer) and renewal of a State Restaurant Malt and Vinous (Class III and IV) Liquor License.

Luhrs Empire Inc. d/b/a DragonFire, 248 State Street, for renewal of a City Class B License (Victualer, Liquor, and Arcade < 12 devices) and renewal of a State Restaurant (Class III and IV) Malt and Vinous Liquor License.

**Approved - Luhrs
Empire Inc. d/b/a
DragonFire, 248
State Street, for**

**RECORD OF REGULAR MEETING
ELLSWORTH CITY COUNCIL**

DATE: JUNE 15, 2020

TIME: 7:00 PM

PLACE: ELLSWORTH CITY HALL COUNCIL CHAMBERS

**CITY COUNCIL PRESENT: BLANCHETTE, GRINDLE, HAMILTON,
KAPLAN, MILLER, MOORE, AND PHILLIPS.**

CITY COUNCIL ABSENT:

**KEY SPEAKERS PRESENT: CITY MANAGER DAVID COLE, JENNIFER
MERCHANT, DAN HIGGINS, BRENDA THOMAS, AND HEIDI GRINDLE.**

ON CONFERENCE CALL: LISA SEKULICH.

The staff reports the premises are in compliance with required codes and ordinances necessary to issue the requested licenses.

Public hearing was opened.

There were no comments.

Public hearing was closed.

On a motion by Miller, seconded by Moore, it was unanimously

RESOLVED to approve the request of Luhrs Empire Inc. d/b/a DragonFire, 248 State Street, for renewal of a City Class B License (Victualer, Liquor, and Arcade < 12 devices) and renewal of a State Restaurant (Class III and IV) Malt and Vinous Liquor License.

Brian Langley d/b/a Union River Lobster Pot, 8 South Street, for renewal of a City Class C License (Victualer and Liquor) and renewal of a State Restaurant (Class I, II, III, IV) Malt, Spirituous and Vinous Liquor License.

The staff reports the premises are in compliance with required codes and ordinances necessary to issue the requested licenses.

Public hearing was opened.

There were no comments.

Public hearing was closed.

On a motion by Phillips, seconded by Kaplan, it was unanimously

RESOLVED to approve the request of Brian Langley d/b/a Union River Lobster Pot, 8 South Street, for renewal of a City Class C License (Victualer and Liquor) and renewal of a State Restaurant (Class I, II, III, IV) Malt, Spirituous and Vinous Liquor License.

renewal of a City
Class B License
(Victualer, Liquor,
and Arcade < 12
devices) and renewal
of a State Restaurant
(Class III and IV)
Malt and Vinous
Liquor License.

Approved - Brian
Langley d/b/a Union
River Lobster Pot, 8
South Street, for
renewal of a City
Class C License
(Victualer and
Liquor) and renewal
of a State Restaurant
(Class I, II, III, IV)
Malt, Spirituous and
Vinous Liquor
License.

**RECORD OF REGULAR MEETING
ELLSWORTH CITY COUNCIL**

DATE: JUNE 15, 2020

TIME: 7:00 PM

PLACE: ELLSWORTH CITY HALL COUNCIL CHAMBERS

**CITY COUNCIL PRESENT: BLANCHETTE, GRINDLE, HAMILTON,
KAPLAN, MILLER, MOORE, AND PHILLIPS.**

CITY COUNCIL ABSENT:

**KEY SPEAKERS PRESENT: CITY MANAGER DAVID COLE, JENNIFER
MERCHANT, DAN HIGGINS, BRENDA THOMAS, AND HEIDI GRINDLE.**

ON CONFERENCE CALL: LISA SEKULICH.

*Douglas J. Kiehm and Racheal E. Wallace d/b/a Homestead Motel and Cottages,
143 Bucksport Road, for renewal of a City Lodging License.*

**Approved - Douglas
J. Kiehm and
Racheal E. Wallace
d/b/a Homestead
Motel and Cottages,
143 Bucksport Road,
for renewal of a City
Lodging License.**

The staff reports the premises are in compliance with required codes and ordinances necessary to issue the requested licenses.

Public hearing was opened.

There were no comments.

Public hearing was closed.

On a motion by Kaplan, seconded by Blanchette, it was unanimously

**RESOLVED to approve the request of Douglas J. Kiehm and Racheal E.
Wallace d/b/a Homestead Motel and Cottages, 143 Bucksport Road, for renewal
of a City Lodging License.**

*Public hearing and action on approving the establishment of the Oriole Senior
Municipal Affordable Housing Development and Tax Increment Financing District
Development Program.*

**Approved -
Designation of the
TIF district, the
development
program, and credit
enhancement
agreement per the
attached City
Council Resolution
(see attachment #2).**

David Cole, City Manager stated Kevin Bunker from Developers Collaborative was on the phone tonight representing the Oriole Way Senior Housing project. Bunker gave a presentation at the May Council meeting on the Oriole Way Senior housing project, the proposed TIF, and the reasons why that concept would be a win-win for both the City and the developer. Cole added that in 2015 the Council at that time ordered a senior housing study; that study demonstrated a very acute need for senior housing units. He indicated this project satisfies that need. The way tax increment financing works is it takes new investment which in this case would be three million two hundred and eighty thousand dollars and removes it from the tax rolls in the sense of state funding formulas. At the May Council meeting the benefits of a TIF were described. Ultimately the City would end up with a little bit more tax revenue than it normally would even if it were taxed in a normal way. This would be a 50/50 arrangement. 50% of the taxes would go back from the district to the developer to help finance the project and the other 50% would go into a special fund within the City. In this case the special fund would be designated to offset expenses at the Moore Center specifically the debit service associated with the

**RECORD OF REGULAR MEETING
ELLSWORTH CITY COUNCIL**

DATE: JUNE 15, 2020

TIME: 7:00 PM

PLACE: ELLSWORTH CITY HALL COUNCIL CHAMBERS

**CITY COUNCIL PRESENT: BLANCHETTE, GRINDLE, HAMILTON,
KAPLAN, MILLER, MOORE, AND PHILLIPS.**

CITY COUNCIL ABSENT:

**KEY SPEAKERS PRESENT: CITY MANAGER DAVID COLE, JENNIFER
MERCHANT, DAN HIGGINS, BRENDA THOMAS, AND HEIDI GRINDLE.**

ON CONFERENCE CALL: LISA SEKULICH.

Moore Center. This would be taking what would otherwise have been a general taxation obligation off the table. Cole believes there are a lot of benefits to the project and is a good use of TIF dollars. This is very similar to the Leonard Lake Senior Housing TIF the Council approved five or six years ago. Chair Hamilton noted this is a public hearing and encouraged the viewing public to submit any questions they might have at this time, to allow for the delay of technology. Councilor Kaplan noticed on the valuation and numbers that typically with a TIF it is highest at the beginning and then declines over the next few years; however, the numbers provided remain the same in regards to the evaluation and mil-rate. She did not believe the property would be evaluated the same nor would the mil-rate remain the same between this year and 2049. Kaplan also wondered what this project would do to the Ellsworth general tax base; would it increase the overall tax base of Ellsworth as a whole. If so, would that ultimately increase the tax owed by residents that are not involved in the TIF. Cole indicated he understood the first question to be why are the evaluations static? The answer to that is these are real estate values and generally overtime they will increase not decrease. The other factor is it doesn't matter what is projected the City will only accrue benefits on whatever the value is at that time. These are good faith estimates; Cole believed them to be on the conservative side. Kevin Bunker indicated they had discussed what to use as a mil-rate and evaluation assumption with the City at the beginning of the project. Over the course of 30 years it would be impossible to make an accurate statement to the penny; the other way to do this would be to assume 1-2% in assessed value and 1-2% in tax rate and if everything is around 50% it will come out in approximately the same place. Bunker explained this process and it appeared throughout the explanation that the City would be breaking even or possibly making a small amount of money. Kaplan wondered what this would do to the property value of the people around Ellsworth; would this increase due to additional use of services such as police, fire, and education. Kaplan wondered if there would be a net benefit or if the overall tax base would be increased which would then cause an increase in the amount owed by each taxpayer. Cole indicated there has not been an impact study conducted; however, generally senior housing has a very low to non-existent impact on City services. Kaplan inquired if this is senior housing solely based on age or could disabled people also qualify for this type of housing regardless of age. Bunker indicated only people 62 plus years of age qualify. See attachment #2 for the complete request, Order for Oriole Senior Municipal Affordable Housing Development, and Maine State Housing Authority Application.

Public hearing opened.

**RECORD OF REGULAR MEETING
ELLSWORTH CITY COUNCIL**

DATE: JUNE 15, 2020

TIME: 7:00 PM

PLACE: ELLSWORTH CITY HALL COUNCIL CHAMBERS

**CITY COUNCIL PRESENT: BLANCHETTE, GRINDLE, HAMILTON,
KAPLAN, MILLER, MOORE, AND PHILLIPS.**

CITY COUNCIL ABSENT:

**KEY SPEAKERS PRESENT: CITY MANAGER DAVID COLE, JENNIFER
MERCHANT, DAN HIGGINS, BRENDA THOMAS, AND HEIDI GRINDLE.**

ON CONFERENCE CALL: LISA SEKULICH.

Councilor Moore thought the Council would look favorably on such an arrangement based on the cost to educate a child entering the Ellsworth School system and the value of taxes paid. Cole believed the example Moore provided does support a TIF for a senior housing project. Cole noted this project was one of 7 projects that the State selected under this program. This is part of the senior bond funds that were approved by the voters of Maine and there was a competitive process used to identify Ellsworth as one of seven projects worthy of these funds. Kaplan noted the typical reason for a TIF is for a blighted area or a depressed area within a City to boost the value of that area. Kaplan felt this particular project is part senior housing for the TIF portion but then also moderately priced apartments in addition to that. She is not sure if moderately priced apartments are included that would qualify as a blighted area. Bunker explained the TIF Statute requires that 25% of the land be suitable for residential development and not 100% but in any case the blighted language does not refer to the post development condition. The goal is to eliminate the blight; that language refers to the pre-development condition so the operative judgement on whether or not an area is blighted or needs redevelopment applies to what is there now and not based on the development plan to be implemented.

Public hearing closed.

On a motion by Phillips, seconded by Moore, it was

RESOLVED to approve the designation of the TIF district, the development program, and credit enhancement agreement per the attached City Council Resolution (see attachment #2).

A final vote was taken on the above motion with 6 members voting in favor (Blanchette, Grindle, Hamilton, Miller, Moore and Phillips) and 1 member abstaining from the vote (Kaplan).

Public hearing and action on Council Order #062002, the Ellsworth School Budget Resolutions for FY 2021.

Chair Hamilton stated this item requires a public hearing; he encouraged residents to send their comments in now to avoid the delay from technology.

See attachment # 3 for the complete request. Chair Hamilton read the entire agenda

**RECORD OF REGULAR MEETING
ELLSWORTH CITY COUNCIL**

DATE: JUNE 15, 2020

TIME: 7:00 PM

PLACE: ELLSWORTH CITY HALL COUNCIL CHAMBERS

**CITY COUNCIL PRESENT: BLANCHETTE, GRINDLE, HAMILTON,
KAPLAN, MILLER, MOORE, AND PHILLIPS.**

CITY COUNCIL ABSENT:

**KEY SPEAKERS PRESENT: CITY MANAGER DAVID COLE, JENNIFER
MERCHANT, DAN HIGGINS, BRENDA THOMAS, AND HEIDI GRINDLE.**

ON CONFERENCE CALL: LISA SEKULICH.

item into the record before individual votes were taken on the sub-items.

Superintendent Daniel Higgins stated he presented his budget during the budget workshop and would be willing to answer any questions that the Council might have this evening.

Public hearing opened.

There were no comments.

Public hearing closed.

A separate vote is required on items a – c. The remaining items could be voted by one motion; however, the Council has traditionally taken individual votes on items d - h.

- a. Order Approving State/Local EPS Funding Allocation for Public Education from Kindergarten to Grade 12 for Ellsworth Schools for FY2021.*

On a motion by Kaplan, seconded by Moore, it was unanimously

RESOLVED to approve City Council Order #062002 (a), ORDERED that the City will appropriate for the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act (Recommend \$8,681,706.66) and to see what sum the municipality will raise as the municipality's contribution to the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act in accordance with the Maine Revised Statutes, Title 20-A, section 15688.

The dollar amount was added to the proposed motion before a final vote was taken on it. Superintendent Higgins stated the amount requested is the amount that the School is required to raise as a municipality in order to receive the full state subsidy.

- b. Order Approving Non-State Funded School Construction Debt Service For Ellsworth Schools For FY2021.*

Approved - City Council Order #062002 (a), ORDERED that the City will appropriate for the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act (Recommend \$8,681,706.66) and to see what sum the municipality will raise.....

Approved - City Council Order #062002 (b):

**RECORD OF REGULAR MEETING
ELLSWORTH CITY COUNCIL**

DATE: JUNE 15, 2020

TIME: 7:00 PM

PLACE: ELLSWORTH CITY HALL COUNCIL CHAMBERS

**CITY COUNCIL PRESENT: BLANCHETTE, GRINDLE, HAMILTON,
KAPLAN, MILLER, MOORE, AND PHILLIPS.**

CITY COUNCIL ABSENT:

**KEY SPEAKERS PRESENT: CITY MANAGER DAVID COLE, JENNIFER
MERCHANT, DAN HIGGINS, BRENDA THOMAS, AND HEIDI GRINDLE.**

ON CONFERENCE CALL: LISA SEKULICH.

On a motion by Phillips, seconded by Miller, it was unanimously

RESOLVED to approve City Council Order #062002 (b): ORDERED that the City will raise and appropriate for the annual payments on debt service previously approved by the legislative body for non-state-funded school construction projects, or non-state-funded portions of school construction projects in addition to the funds appropriated as the local share of the school administrative unit's contribution to the total cost of funding public education from kindergarten to grade 12. The School Board Recommends \$82,510.11.

c. Order Raising And Appropriating Additional Local Funds For Ellsworth Schools For FY2021.

On a motion by Phillips, seconded by Kaplan, it was

RESOLVED to approve City Council Order #062002 (c): ORDERED that the City of Ellsworth raise and appropriate \$2,457,207.56 in additional local funds, which exceeds the State's Essential Programs and Services allocation model by \$2,457,207.56 as required to fund the budget recommended by the school board?

The School Board recommends \$2,457,207.56 for additional local funds and gives the following reasons for exceeding the State's Essential Programs and Services funding model by \$2,457,207.56. This amount is needed to cover the School Department's expenses that are not recognized or fully funded by the State's funding model: Facilities/Maintenance costs, Special Education costs, Technology costs, Transportation costs, Professional Development costs, and System Administration costs.

Before a vote was taken Councilor Blanchette inquired if this was the amount before or after (2.5) last Thursday's budget workshop meeting. Councilor Phillips inquired if these were the corrected budget amounts; rather if attachment #3 was based on the reduction of \$100,000 since the last discussion. Higgins stated he was not aware that decision was formally made; if there is going to be a reduction of \$100,000 he will provide a revised figure for this item. Higgins recommended the Council withdraw the second as well as the motion. Phillips was under the impression there had been some discussions and there would be a reduction in the amounts that were presented this evening. Hamilton stated that was his understanding as well. Higgins explained the numbers within attachment #3 are the

ORDERED that the City will raise and appropriate for the annual payments on debt service ... The School Board Recommends \$82,510.11.

Approved - City Council Order #062002 (c): ORDERED that the City of Ellsworth raise and appropriate \$2,457,207.56 in additional local funds, which exceeds the State's Essential Programs and Services allocation model by \$2,457,207.56 as required to fund the budget recommended by the school board?

**RECORD OF REGULAR MEETING
ELLSWORTH CITY COUNCIL**

DATE: JUNE 15, 2020

TIME: 7:00 PM

PLACE: ELLSWORTH CITY HALL COUNCIL CHAMBERS

**CITY COUNCIL PRESENT: BLANCHETTE, GRINDLE, HAMILTON,
KAPLAN, MILLER, MOORE, AND PHILLIPS.**

CITY COUNCIL ABSENT:

**KEY SPEAKERS PRESENT: CITY MANAGER DAVID COLE, JENNIFER
MERCHANT, DAN HIGGINS, BRENDA THOMAS, AND HEIDI GRINDLE.**

ON CONFERENCE CALL: LISA SEKULICH.

numbers that the School Board approved and by law those are the numbers that need to be listed on this document. If there is an adjustment to those it needs to take place tonight. David Cole, City Manager noted Higgins is prepared to deal with that. Higgins stated in regards to a reduction of a \$100,000 he can provide the information in terms of what those numbers would be if that's what the Council would like. The School Department did come in with their budget consistent with the times. This is just less than a flat budget but certainly based on the current situations; the School Department is willing to do their part in providing the appropriate tax burden or no additional tax burden on the citizens. Hamilton stated there is a motion and a second on item C; a vote has not been taken yet so there could be an amendment to that motion by reducing the amount by \$100,000. The amended motion then could be voted on. Phillips inquired if the first two items already passed would also need to be amended. Higgins indicated no those do not require an amendment to the dollar amount. This article along with the next one require an adjusted amount be provided. Item (c) the additional local funds article needs to be reduced by \$100,000. The motion would need to include the dollar amount of \$2,457,207.56

Before a vote was taken on the above motion, Councilor Phillips amended his motion to state the dollar amount would be \$2,457,207.56. This was amended tonight by \$100,000. Kaplan seconded the amendment.

A final vote was taken on the above amended motion with all members voting unanimously in favor.

d. Order Approving Total School Operating Budget for Ellsworth Schools for FY2021.

Superintendent Higgins stated this is the total school operating budget which would need to be reduced by \$50,000. The adjusted figure would be \$22,748,918.07.

On a motion by Phillips, seconded by Miller, it was unanimously

RESOLVED to approve City Council Order #062002 (d): ORDERED that the City of Ellsworth will authorize the School Board to expend for the fiscal year beginning July 1, 2020 and ending June 30, 2021 from the school administrative unit's contribution to the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services

**Approved - City
Council Order
#062002 (d):**

**ORDERED that the
City of Ellsworth will
authorize the School
Board to expend for
the fiscal year
beginning July 1,
2020 and ending
June 30, 2021 from
the school
administrative unit's**

**RECORD OF REGULAR MEETING
ELLSWORTH CITY COUNCIL**

DATE: JUNE 15, 2020

TIME: 7:00 PM

PLACE: ELLSWORTH CITY HALL COUNCIL CHAMBERS

**CITY COUNCIL PRESENT: BLANCHETTE, GRINDLE, HAMILTON,
KAPLAN, MILLER, MOORE, AND PHILLIPS.**

CITY COUNCIL ABSENT:

**KEY SPEAKERS PRESENT: CITY MANAGER DAVID COLE, JENNIFER
MERCHANT, DAN HIGGINS, BRENDA THOMAS, AND HEIDI GRINDLE.**

ON CONFERENCE CALL: LISA SEKULICH.

Funding Act, non-state-funded school construction projects, additional local funds for school purposes under the Maine Revised Statutes, Title 20-A, section 15690, unexpended balances, tuition receipts, state subsidy and other receipts for the support of schools. Council Approved: 22,748,918.07.

contribution to the total cost of funding..... Council Approved: 22,748,918.07.

- e. *Order Appropriating And Raising Funds For Adult Education For FY 2021 As Required By The Maine Revised Statues, Title 20-A M.R.S.A. §8603-A (1).*

Approve City Council Order #062002 (e):
ORDERED that the City of Ellsworth appropriate \$210,877.35 for Adult Education and raise \$210,877.35 as the local share; with authorization to expend any additional,

Councilor Phillips questioned if any of the remaining items required amended figures this evening. Superintendent Higgins indicated none of the remaining items required an adjustment to the figures provided as part of attachment #3.

On a motion by Phillips, seconded by Moore, it was unanimously

RESOLVED to approve City Council Order #062002 (e): ORDERED that the City of Ellsworth appropriate \$210,877.35 for Adult Education and raise \$210,877.35 as the local share; with authorization to expend any additional, incidental, or miscellaneous receipts in the interest and for the well-being of the adult education program.

- f. *Order Raising Local Funds for Food Service in the Ellsworth Public Schools for FY2021.*

Approved - City Council Order #062002 (f):
ORDERED that the City authorizes that the sum of \$127,939.16 is hereby raised for All Other Expenditures (the Food Service Program).....

On a motion by Moore, seconded by Blanchette, it was unanimously

RESOLVED to approve City Council Order #062002 (f): ORDERED that the City authorizes that the sum of \$127,939.16 is hereby raised for All Other Expenditures (the Food Service Program) for Fiscal Year 2020-21; and that the Ellsworth School Department is authorized to expend any unexpended balances, and additional, incidental, or miscellaneous receipts in the interest and for the well-being of the food service program.

- g. *Order Authorizing Expenditure of Grants and Other Receipts for School Department Programs.*

Approved - City Council Order #062002 (g):
ORDERED that in

On a motion by Moore, seconded by Kaplan, it was unanimously

**RECORD OF REGULAR MEETING
ELLSWORTH CITY COUNCIL**

DATE: JUNE 15, 2020

TIME: 7:00 PM

PLACE: ELLSWORTH CITY HALL COUNCIL CHAMBERS

**CITY COUNCIL PRESENT: BLANCHETTE, GRINDLE, HAMILTON,
KAPLAN, MILLER, MOORE, AND PHILLIPS.**

CITY COUNCIL ABSENT:

**KEY SPEAKERS PRESENT: CITY MANAGER DAVID COLE, JENNIFER
MERCHANT, DAN HIGGINS, BRENDA THOMAS, AND HEIDI GRINDLE.**

ON CONFERENCE CALL: LISA SEKULICH.

RESOLVED to approve City Council Order #062002 (g): ORDERED that in addition to amounts approved for the Fiscal Year 2020-21 School Operating Budget, the School Board be hereby authorized to expend such other sums as may be received from federal or state grants or programs or other sources during the fiscal year for school purposes, provided that such grants, programs or other sources do not require the expenditure of other funds not appropriated for the School Operating budget.

- h. Order Authorizing Disposition of Additional State Funding for Public Schools for FY2021 in the event of an increase.*

Councilor Phillips inquired if this was the point where the Council could allow the School Board to keep anything that they receive over and above what has been anticipated. The City Council may have the ability to have those funds returned to reduce local taxation. Superintendent Higgins believed in past years the intention was if the School were to receive additional subsidy it would be used to benefit the taxpayers. Higgins explained one of the ways to do that is by reducing the local assessment for the School Department. In doing so, it would not go directly back but it would reduce the tax burden. Higgins did ask in reference to the way the item was written if funding comes through to support any necessary COVID related expenses in terms of the reopening of schools fully that there be some consideration to using those funds to expend for those types of things. The guidelines to help prepare of the reopening of schools was recently released. The school is currently working on the list and determining what needs to be in place to open safely. There may be costs associated with those plans. The budget discussions included the use of fund balance and education reserves to help cover some of those costs, those things have been put in place. In the event that money does come from the Department of Education either State or Federal Higgins would ask the Council at least consider a conversation on being able to use some of those as the School identifies potential costs. Phillips agreed there would be costs and burdens placed upon the School as they plan to reopen. If any additional funds come through the path of straight subsidy then Higgins believes the intent of the Council and the School Board would be it goes right in to reduce the local burden but given this circumstance at least a conversation should be had. Councilor Moore and Phillips agreed it was reasonable that a conversation be held if additional funding comes through. Phillips felt this was an unusual year and rather than state it as it has been in the past he would rather wait and have a conversation when and if additional funds are dispersed. Hamilton noted what may

addition to amounts approved for the Fiscal Year 2020-21 School Operating Budget, the School Board be hereby authorized.....

Approved - City Council Order #062002 (h): ORDERED that in the event the Ellsworth School Department receives more state education subsidy than the amount included in its budget, the School Board be authorized to use all or part of the additional state subsidy to increase expenditures for school purposes in cost center categories approved by the School Board, increase the allocation of finances in a reserve fund approved by the School Board, and/or decrease the local cost share expectation, as defined in Title 20-

**RECORD OF REGULAR MEETING
ELLSWORTH CITY COUNCIL**

DATE: JUNE 15, 2020

TIME: 7:00 PM

PLACE: ELLSWORTH CITY HALL COUNCIL CHAMBERS

**CITY COUNCIL PRESENT: BLANCHETTE, GRINDLE, HAMILTON,
KAPLAN, MILLER, MOORE, AND PHILLIPS.**

CITY COUNCIL ABSENT:

**KEY SPEAKERS PRESENT: CITY MANAGER DAVID COLE, JENNIFER
MERCHANT, DAN HIGGINS, BRENDA THOMAS, AND HEIDI GRINDLE.**

ON CONFERENCE CALL: LISA SEKULICH.

happen is although money may come through the Cares Act or some other A(1)(B), or local appropriation it may not flow in that manner; however, the School may still incur property taxpayers some costs. It would be difficult to parse that out as COVID related funding it may for funding public not come in that direction. The State might use the COVID funding in one instance education as but then have some extra. Hamilton felt the Schools would incur some pretty approved by the significant costs associated with reopening post COVID. Councilor Blanchette School Board. wondered in whose charge that would leave any extra funds that may come in. Phillips stated after hearing Higgins explanation, he did not feel there would be enough extra funds to significantly change the face of the budget and did not feel it would be worth handling those extra funds to many times. His feeling would be leave it as stated in the prepared motion within attachment #3; let the School Board use it to address the needs that will undoubtedly arise from the COVID situation. Blanchette had no doubt there would be related extra costs; he would be more comfortable if the Council put a maximum dollar amount of unanticipated funds and then anything over that the School Board comes to the Council for authorization to expend. Moore thought it would be best to have a discussion if the need arises. At that point if there is a need, he would hope the Council would support the Schools with as much of the unanticipated funds they need. Higgins stated in the event they do receive something he would certainly work with the School staff, School finance committee, and School Board as well as come back to the City Council with the identified expenses for use by the additional funds. Hamilton feels a later conversation would be in order although he does not feel the School will see a windfall of extra money coming from the State to support education this year. Higgins stated this is an annual item and each time the School has seen extra money it has been used to reduce the tax burden on the Ellsworth citizens, there is a record of handing those extra funds in that manner. This item is a matter of practice and protocol. There will be communication and appreciation for the Council listening in the event there is extra funding received.

On a motion by Phillips, seconded by Moore, it was

RESOLVED to approve City Council Order #062002 (h): ORDERED that in the event the Ellsworth School Department receives more state education subsidy than the amount included in its budget, the School Board be authorized to use all or part of the additional state subsidy to increase expenditures for school purposes in cost center categories approved by the School Board, increase the allocation of finances in a reserve fund approved by the School Board, and/or decrease the local cost share expectation, as defined in Title 20-A(1)(B), or local

**RECORD OF REGULAR MEETING
ELLSWORTH CITY COUNCIL**

DATE: JUNE 15, 2020

TIME: 7:00 PM

PLACE: ELLSWORTH CITY HALL COUNCIL CHAMBERS

**CITY COUNCIL PRESENT: BLANCHETTE, GRINDLE, HAMILTON,
KAPLAN, MILLER, MOORE, AND PHILLIPS.**

CITY COUNCIL ABSENT:

**KEY SPEAKERS PRESENT: CITY MANAGER DAVID COLE, JENNIFER
MERCHANT, DAN HIGGINS, BRENDA THOMAS, AND HEIDI GRINDLE.**

ON CONFERENCE CALL: LISA SEKULICH.

property taxpayers for funding public education as approved by the School Board.

A final vote was taken on the above motion with 6 members voting in favor (Hamilton, Grindle, Kaplan, Miller, Moore, and Phillips) and 1 member voting in opposition (Blanchette).

Chair Hamilton apologized for the confusion relating to the School Board budget as submitted; he did not realize the City Council needed to conduct it in this manner in terms of the additional reduction. Hamilton stated it was his error not Superintendent Higgin's. He thanked Councilor Blanchette for bringing that change to his attention. Hamilton thanked Higgins and the School Department for their work on the budget and he recognizes there were some tough decisions to be made. He feels the recognition of what the community is going through was there and he appreciates that. Higgins stated there will be some remaining tough decisions; however, they will work on those and then communicate those to the City Clerk to be sure those are forwarded for the proper posting at the Budget Validation Election.

Chair Hamilton noted an email that relates to an earlier item just arrived within his email. Gordon and Melinda Workman submitted a comment related to the TIF agenda item. Hamilton read those comments into the record. I feel as many do that Ellsworth cannot afford this type of funding. Our City's infrastructure is already overloaded; schools, water, sewer, roads etc. Secondly, our tax base cannot support such a tax break for developers. They have the money and backers already to support their developments. Thirdly, to support such tax breaks those will have to fall on the backs of our property owning residents. Fourth, if our property values do increase that is more of a tax burden on property owners.

The email addresses were correct and the comment was sent at 7:29 PM. Hamilton apologized for the delay in receiving the email. There were no comments made in response to the email submitted.

Public hearing and action on the adoption of a continuing resolution to fund the city's various departments and accounts in an amount sufficient to finance necessary expenses until a final budget resolve is in force.

David Cole, City Manager noted due to the current pandemic the election concerning the validation on the School budget has been postponed until July 14, 2020. This

**Approved - Adopting
a continuing
resolution as
presented (see
attachment #4) to
fund the various**

**RECORD OF REGULAR MEETING
ELLSWORTH CITY COUNCIL**

DATE: JUNE 15, 2020

TIME: 7:00 PM

PLACE: ELLSWORTH CITY HALL COUNCIL CHAMBERS

**CITY COUNCIL PRESENT: BLANCHETTE, GRINDLE, HAMILTON,
KAPLAN, MILLER, MOORE, AND PHILLIPS.**

CITY COUNCIL ABSENT:

**KEY SPEAKERS PRESENT: CITY MANAGER DAVID COLE, JENNIFER
MERCHANT, DAN HIGGINS, BRENDA THOMAS, AND HEIDI GRINDLE.**

ON CONFERENCE CALL: LISA SEKULICH.

means the municipal budget cannot be addressed until the school budget is validated by the Ellsworth voters. The City's legal counsel has prepared a continuing resolution; see attachment #4 for a complete explanation of this request. Whereby, the City would through the month of July or as needed fund the various departments and accounts within the City. Cole noted this anticipates current funding levels; the reality is the City has been under a budget freeze for almost four months. The current freeze would continue through this period as well. Any expenses that are incurred would be rolled into the new budget when it is adopted. The proposed Resolution is contained within attachment #4. Chair Hamilton reiterated for the public that the final vote on the budget for FY2021 will not happen until July. This further means that all items that the City Council considers within the budget are still being discussed so public comments are still welcomed and encouraged to be emailed to the City Councilors.

Public hearing opened.

There were no comments.

Public hearing closed.

On a motion by Kaplan, seconded by Moore, it was unanimously

RESOLVED to approve adopting a continuing resolution as presented (see attachment #4) to fund the various departments and accounts of the City of Ellsworth for the month of July 2020 in order to finance necessary City expenses until a final budget resolve is adopted. In the event a final budget resolve is not adopted by the end of July 2020, this process shall be repeated.

Council Order #062003, Request of the Deputy Treasurer/Tax Collector to set the interest rate on overdue taxes.

Jennifer Merchant, Finance Director stated this is the yearly request to set the interest rate on overdue taxes. The maximum interest rate allowed by law is established by the Treasurer State of Maine and is based on the prime rate that is published in the Wall Street Journal. See attachment #5 for the complete request. There was not an increase in the prime rate from last year. In the past, the City has stayed within two to three percentage points of the maximum rate. Councilor

departments and accounts of the City of Ellsworth for the month of July 2020 in order to finance necessary City expenses until a final budget resolve is adopted. In the event a final budget resolve is not adopted by the end of July 2020, this process shall be repeated.

Approved - Council Order #062003, request of the Tax Collector/Deputy Treasurer to set the interest rate on overdue taxes at 6%.

**RECORD OF REGULAR MEETING
ELLSWORTH CITY COUNCIL**

DATE: JUNE 15, 2020

TIME: 7:00 PM

PLACE: ELLSWORTH CITY HALL COUNCIL CHAMBERS

**CITY COUNCIL PRESENT: BLANCHETTE, GRINDLE, HAMILTON,
KAPLAN, MILLER, MOORE, AND PHILLIPS.**

CITY COUNCIL ABSENT:

**KEY SPEAKERS PRESENT: CITY MANAGER DAVID COLE, JENNIFER
MERCHANT, DAN HIGGINS, BRENDA THOMAS, AND HEIDI GRINDLE.**

ON CONFERENCE CALL: LISA SEKULICH.

Moore noted based on the current pandemic situation he would like to leave the interest rate at 6%.

On a motion by Phillips, seconded by Blanchette, it was unanimously

**RESOLVED to approve Council Order #062003, request of the Tax
Collector/Deputy Treasurer to set the interest rate on overdue taxes at 6%.**

Council Order #062004, Appointment of City Officials by the City Council.

David Cole, City Manager noted these are the annual appointments by the City Council. See attachment #6 for the complete list.

On a motion by Phillips, seconded by Moore, it was unanimously

**RESOLVED to approve Council Order #062004, Appointment of City Officials
by the City Council as presented this evening (attachment #6).**

Council Order #062005, Approval of City Manager's appointments.

(a) Reappointments.

David Cole, City Manager explained certain positions are reappointed every year. See attachment #7 for the complete list as presented.

On a motion by Phillips, seconded by Moore, it was unanimously

**RESOLVED to approve Council Order #062005 (a), Confirmation of the City
Manager's reappointments of City Officials by the City Council as presented this
evening in attachment #7.**

(b) New appointments.

David Cole, City Manager noted he has one new appointment this evening for an employee who will be joining the City. Recently, the City's Planner passed away. The process to refill the position has been underway, two rounds of interviews were conducted. Cole brought forth the name of Theresa Oleksiw for the open Planner position. See attachment #8 for the memo describing her knowledge and

**Approved - Council
Order #062004,
Appointment of City
Officials by the City
Council as presented
this evening
(attachment #6).**

**Approved - Council
Order #062005 (a),
Confirmation of the
City Manager's
reappointments of
City Officials by the
City Council as
presented this
evening in
attachment #7.**

**Approved - Council
Order #062005 (b),
confirm the
appointment of
Theresa Oleksiw as
the new City Planner
by the City Council.**

**RECORD OF REGULAR MEETING
ELLSWORTH CITY COUNCIL**

DATE: JUNE 15, 2020

TIME: 7:00 PM

PLACE: ELLSWORTH CITY HALL COUNCIL CHAMBERS

**CITY COUNCIL PRESENT: BLANCHETTE, GRINDLE, HAMILTON,
KAPLAN, MILLER, MOORE, AND PHILLIPS.**

CITY COUNCIL ABSENT:

**KEY SPEAKERS PRESENT: CITY MANAGER DAVID COLE, JENNIFER
MERCHANT, DAN HIGGINS, BRENDA THOMAS, AND HEIDI GRINDLE.**

ON CONFERENCE CALL: LISA SEKULICH.

experience. Oleksiw will be joining the City on July 6, 2020. This appointment is subject to City Council confirmation as outlined in the City Charter and reconfirmed annually after.

**Her start date will be
July 6, 2020.**

On a motion by Moore, seconded by Miller, it was unanimously

RESOLVED to approve Council Order #062005 (b), confirm the appointment of Theresa Oleksiw as the new City Planner by the City Council. Her start date will be July 6, 2020.

Public hearing and action on Council Order #062006: Authorization for Tax Anticipation Borrowing (\$2,000,000).

Jennifer Merchant, Finance Director stated there was a bid opening on June 5, 2020 at 10:00 AM for a Tax Anticipation Note (TAN). This is an annual request. The proceeds of the TAN will be used for financing governmental activities and obligations of the City in anticipation of funds to be raised by taxation. Attachment #9 contains the official Order Authorization for Tax Anticipation Borrowing as well as the written request and bid results. A cash analysis was prepared in order to determine how much money the City would require. It was determined that \$2 million would best fit the cash needs for the City this year. Five different bids were received from local banks; Merchant read the results into the record as they are stated within attachment #9. She is requesting the bid be awarded to the low bidder of Key Bank at an interest rate of 1.41%. This was a very aggressive bid.

Councilor Phillips noted both Key and The First bid the same interest rate; however, he assumed the small difference in interest was due to the way they individually calculate that interest. Merchant explained Key Bank calculates the interest on 364 days and The First calculates interest on 365 days. Councilor Kaplan clarified this would be a loan in anticipation of taxes being received. She wondered what would happen if the City did not accept the loan. Merchant explained the City would not have the cash flow to pay the weekly bills or cover the payroll expenses. City Manager Cole, explained the City is not legally allowed to borrow money without producing a cash flow analysis to the Bond Counsel. After reviewing this cash analysis today, Cole indicated there must be and there was a basis for requesting this funding. Chair Hamilton compared this to a line of credit that ebbs and flows with cash in and cash out for a private business. Councilor Phillips noted this particular year with the timing being off on tax revenues the cash will be needed in order to cover payroll and meet the expenses.

**Approved - Council
Order #062006:
award the Tax
Anticipation Note
(TAN) low bid to Key
Bank at an interest
rate of 1.41 percent
for a \$2 million TAN
as presented in
attachment #9, and
also to authorize as
Ordered in the
Resolve Council
Order #062006 per
the attached written
Order Title:
Authorization for
Tax Anticipation
Borrowing
(\$2,000,000).**

**RECORD OF REGULAR MEETING
ELLSWORTH CITY COUNCIL**

DATE: JUNE 15, 2020

TIME: 7:00 PM

PLACE: ELLSWORTH CITY HALL COUNCIL CHAMBERS

**CITY COUNCIL PRESENT: BLANCHETTE, GRINDLE, HAMILTON,
KAPLAN, MILLER, MOORE, AND PHILLIPS.**

CITY COUNCIL ABSENT:

**KEY SPEAKERS PRESENT: CITY MANAGER DAVID COLE, JENNIFER
MERCHANT, DAN HIGGINS, BRENDA THOMAS, AND HEIDI GRINDLE.**

ON CONFERENCE CALL: LISA SEKULICH.

Public hearing was opened.

There were no comments.

Public hearing was closed.

On a motion by Blanchette, seconded by Kaplan, it was unanimously

RESOLVED to approve Council Order #062006: award the Tax Anticipation Note (TAN) low bid to Key Bank at an interest rate of 1.41 percent for a \$2 million TAN as presented in attachment #9, and also to authorize as Ordered in the Resolve Council Order #062006 per the attached written Order Title: Authorization for Tax Anticipation Borrowing (\$2,000,000).

Presentation on the local roads work plan and road work schedule for this season.

Lisa Sekulich, Public Works Director was present via telephone this evening. Sekulich presented a list of projects the Public Works Department has completed as well as the remaining tasks to be funded out of the current fiscal year. Sekulich described some projects that could be completed depending on available funding and approved budgets. Some of the completed projects under the current fiscal year budget are: the repaving of the Oak Street or the shim and overlay, the Public Works crew is currently conducting some cleanup in gravel driveways and shoulder backing up work. Last week, the top coat was completed on a section of the Branch Pond Road as well as a thick overlay on a section of the Gary Moore Road. Sekulich noted in the next couple of months the Public Works Department will be working on some drainage improvements along Spruce Street and Pleasant Street. Once the drainage improvements are completed they intend to have the pavers back to complete a combination of overlays and mill and fills on Spruce, Pleasant, and Franklin Streets. There is a plan to overlay a section of Kingsland Crossing in order to address some concerns on that road. On the drawing board is a project that currently ran into some easement obstacles; however, once those are worked out the plan is to work on a drainage project on Water Street near Foster Street. The goal is to complete that project this fall or next spring. There is also a possibility of drainage work being completed at the South Street/Bridge Hill locations due to some current concerns. Those items are all on the current fiscal year agenda and are dependent on funding during this current year. Some of those projects could move

This was a presentation only; no formal action was taken or required this evening.

**RECORD OF REGULAR MEETING
ELLSWORTH CITY COUNCIL**

DATE: JUNE 15, 2020

TIME: 7:00 PM

PLACE: ELLSWORTH CITY HALL COUNCIL CHAMBERS

**CITY COUNCIL PRESENT: BLANCHETTE, GRINDLE, HAMILTON,
KAPLAN, MILLER, MOORE, AND PHILLIPS.**

CITY COUNCIL ABSENT:

**KEY SPEAKERS PRESENT: CITY MANAGER DAVID COLE, JENNIFER
MERCHANT, DAN HIGGINS, BRENDA THOMAS, AND HEIDI GRINDLE.**

ON CONFERENCE CALL: LISA SEKULICH.

into the next fiscal year depending on available funds. Next fiscal year depending on if the Local Roads Committee's \$1.5 million dollar budget request is approved some of the roads that are being considered for work are: another section of the Gary Moore Road, the section of the Happytown Road from Emera pole #24 to 332 Happytown Road. That would be a section of the paved road that is in the worst condition. A section of Grant Street, about a quarter of a mile from approximately 210 Grant Street to 94 Grant Street. The section of Lakes Lane owned by the City which is paved is scheduled for potential repair. Chapel Street is on the list for work next fiscal year. The section of the Gary Moore Road where there is a hill requiring drainage repair as well as repaving that section is also on the agenda. A paved approach at Sunset Park is planned as currently there is gravel onto pavement; the idea is to do a 75' section at the approach with 180. This would cause vehicles to be on a paved apron as they are entering the high speed route 180. There are some overhead signs, no left hand turn signs as well as other signage that were on signal wires that have come down over the years and Sekulich is planning on replacing those. The Public Works Department is planning on finishing more drainage projects throughout the City as well as fund the bulk culvert purchase plan. This would allow the Department to continue to do drainage upgrades throughout the City. There is also a request for matched funding for engineering an MPI and Municipal partnership with the DOT. This would start the engineering process on redoing the section of Christian Ridge Road from the Red Bridge Road back to the Bucksport Road. Approximately 3 miles of improvements on Red Bridge Road as well as on the Beechland Road that needs attention. Another project would include the scoping and complete reconstruction of Oak Street in the not too distant future, even though an overlay was just completed. The plan was to start setting funds aside to start that project as well as some of the downstream drainage on Park Street and Birch Avenue which needs to be upgraded. The idea is to get the downstream drainage in that area taken care of in the next few years so that when the complete reconstruction of Oak Street rises to the top of the priority list that part of the project will already be finished. Those are the big picture items on the radar for the Public Works Department. Councilor Moore was hopeful that the worst section of Water Street near the top of the hill before the Harbor could be addressed. This is not a very big area; however, is very rough in the Southbound lane. Moore felt this might tie in nicely if there are plans to do some work at the bottom of Foster Street. Councilor Grindle was wondering in relation to the Kingsland Crossing if there was going to be a reimbursement from some of the businesses in regards to the scheduled work. Sekulich noted there is a section of Kingsland Crossing that was dug up for a project at the end of the road by a contractor and the idea is that they

**RECORD OF REGULAR MEETING
ELLSWORTH CITY COUNCIL**

DATE: JUNE 15, 2020

TIME: 7:00 PM

PLACE: ELLSWORTH CITY HALL COUNCIL CHAMBERS

**CITY COUNCIL PRESENT: BLANCHETTE, GRINDLE, HAMILTON,
KAPLAN, MILLER, MOORE, AND PHILLIPS.**

CITY COUNCIL ABSENT:

**KEY SPEAKERS PRESENT: CITY MANAGER DAVID COLE, JENNIFER
MERCHANT, DAN HIGGINS, BRENDA THOMAS, AND HEIDI GRINDLE.**

ON CONFERENCE CALL: LISA SEKULICH.

would fund the portion that is theirs and the City would pay for the additional work. It would be basically 1/3 paid by the Contractor and 2/3 the City's expense. This is based on the square footage of the area to be completed. Councilor Blanchette inquired in regards to the Birch Avenue and Park Street downstream scoping project, would Church Street also be included in that. Sekulich was aware that Church and Park are the main streets that drain the water from uphill on the other side of Oak Street. She was not sure if much water comes down Church Street at the moment. Most of the water goes cross country from Park and goes behind buildings, under the DMV property, and kind of down to City Hall. There is a possibility they will reroute the whole thing and that Church Street and each individual street would get a whole new line down it. The part that needs to be researched is the best way to get the water from the uphill side of Oak Street to go down toward the River. Blanchette was aware of three or four backyards that have City drains going through or underneath private property. He was under the impression at some point those were going to be corrected, whenever Oak Street gets a complete reconstruction. He wants to be sure that if the City is going to fix two streets they also look at Church and see if it is necessary. Sekulich's assessment is ultimately a lot of the backyards or cross-country as it is called in the industry would be removed at that point most of the water would run underground down each of the actual roadways through catch basins and underground piping. The goal would be to eliminate the ones that go under lawns and buildings as well as other structures that the City does not have access to and cannot maintain. Hamilton thanked Sekulich for the presentation. This information is helpful for the public to gain a sense of the road conditions and the priority listing for future projects. This is a major concern for the residents.

This was a presentation only; no formal action was taken or required this evening.

Discussion and update from the May 7, 2020 Public Safety Planning Committee meeting concerning the role of Emergency Medical Services within the Ellsworth Fire Department.

Councilor Phillips stated there was a robust discussion at the May 7 Committee meeting and now it is up to the Council on how far to move forward or if they even want to continue to move forward. Another option is to back away from this type of service or possibly offer limited services. Chair Hamilton noted he has received one comment. Mariah Curtis stated her grandmother Nancy Davis bled to death for

This was a presentation only; no formal action was taken or required this evening.

**RECORD OF REGULAR MEETING
ELLSWORTH CITY COUNCIL**

DATE: JUNE 15, 2020

TIME: 7:00 PM

PLACE: ELLSWORTH CITY HALL COUNCIL CHAMBERS

**CITY COUNCIL PRESENT: BLANCHETTE, GRINDLE, HAMILTON,
KAPLAN, MILLER, MOORE, AND PHILLIPS.**

CITY COUNCIL ABSENT:

**KEY SPEAKERS PRESENT: CITY MANAGER DAVID COLE, JENNIFER
MERCHANT, DAN HIGGINS, BRENDA THOMAS, AND HEIDI GRINDLE.**

ON CONFERENCE CALL: LISA SEKULICH.

40 minutes from a small varicose vein while waiting for an ambulance at 16 Wood Street. This was before the perfectly capable Fire Department was being dispatched to medical calls as licensed first responders. She wrote if you choose to stop having the Fire Department respond to calls within the City this will happen again and it could be one of your family members. She felt if the Fire Department had been licensed then she would be alive after their life-saving interventions. The City Council needs to educate themselves on all aspects of EMS and stop deferring this and waiting until the end of meetings to discuss it. They are licensed, they have the equipment, they are capable, and they will save lives. Richard Tupper, Fire Chief gave a brief background on the recent interactions with the Maine EMS Board; he was not authorized to go into the finer details on that interaction because it is still in executive session. However, the outcome of the discussion was a letter of recommendation basically to have the Fire Department either move forward fully into doing EMS, providing a modified response plan (which could be a host of different modifications to accomplish that), or eliminate it completely, and rescind the license. Tupper suggested doing this full-fledged and to go to every call. Tupper previously had been asked what the cost estimate would be if the Fire Department went to every EMS 911 call in the City of Ellsworth as well as Fletchers Landing Township. The Fire Department currently covers that area by contract. Tupper has somewhat limited data and resources to base the estimates on; however, he has used information from what they have seen in the timeframe they have been providing EMS starting at the beginning of October 2019. Then when it was brought to their attention that according to their license they were supposed to go to all calls, there is a shorter window of the Fire Department responding to all calls in the City of Ellsworth. In doing that comparison, there was a concern regarding how much overtime would be involved with responding to the calls. Tupper stated within an eleven month data period there was an average of 5.63 hours of overtime per month. This overtime is created when off-duty personnel come back due to the Fire Department going on a call. This changed a little bit from the period of July 2019 through March 2020, resulting in 6.5 hours of overtime per month. From April to May 2020, the point of time when the Fire Department was attending all calls; the Department was seeing an average of 5 overtime hours per month so the overtime is a fairly small number. Tupper stated this number is without having any set policy in place addressing when an employee is required to come back to fill in while the on-duty crew is out on a call. He thought they might be able to limit the overtime to some extent. Tupper explained those overtime hours are accumulated when the on-duty staff respond to calls, depending on the severity of the call and the information they receive, two of the

**RECORD OF REGULAR MEETING
ELLSWORTH CITY COUNCIL**

DATE: JUNE 15, 2020

TIME: 7:00 PM

PLACE: ELLSWORTH CITY HALL COUNCIL CHAMBERS

**CITY COUNCIL PRESENT: BLANCHETTE, GRINDLE, HAMILTON,
KAPLAN, MILLER, MOORE, AND PHILLIPS.**

CITY COUNCIL ABSENT:

**KEY SPEAKERS PRESENT: CITY MANAGER DAVID COLE, JENNIFER
MERCHANT, DAN HIGGINS, BRENDA THOMAS, AND HEIDI GRINDLE.**

ON CONFERENCE CALL: LISA SEKULICH.

on-duty staff may attend the call or it could be up to all four of the on-duty crew that respond. That will depend on the seriousness level of the call and what type of information is received concerning the details of the call. Tupper provided the example of a cardiac arrest call, all four people on-duty will be responding because it takes a lot of people to handle a CPR call. He also provided the example of an incident of a person falling off a ladder or roof which resulted in trauma, and the need to move the patient a distance to an ambulance that would be a judgement call whether 3 or 4 should respond. When the incident requires the majority of the staff to respond to a call that is a situation that warrants having a call-back of staff. The off-duty personnel are listening to the call, they are making a judgement call on whether they are needed to return to the station for the call that was just toned out. Additionally, to that if the on-duty officer recognizes that their crew is going to be committed to a particular call, they will either call back to the station to see if somebody is at the station already and if they do not get a reply they will ask the dispatcher to put out a second tone for manpower for the station. Those are the types of situations when there is a need for overtime hours as people are coming back into the station from off-duty hours. Tupper stated this is a relatively small amount of time. He did stress the fact that he does not have a tremendous amount of data to build these decisions on; however, based on what he has for data it would cost approximately \$2,000 worth of overtime for the year based on the Fire Department's overtime rate. Tupper stated additionally the impact on the fuel expense has been questioned if they respond to more calls. A spreadsheet was created with data from over the year comparing the Engine 2 and Rescue 5. Those two trucks are typically the ones responding to the EMS calls. From 2019 to 2020 if Tupper took those two trucks and compared the entire year there was a very minimal difference of approximately \$87 per month. Tupper felt that was insignificant, as it could have been influenced by the number of fire calls the Department responded to last year compared to fire calls this year coupled with EMS calls. Tupper felt calculating a \$100 increase in fuel costs monthly or \$1,200 for the year would be accurate. Tupper noted the other interesting fact to those numbers as part of conducting this research and collecting the data was if they went on all the EMS calls in Ellsworth there will be an increased fuel usage. If they go on all of the calls or only the more serious leveled calls they will see roughly the same amount of overtime need. This is because it is the more serious calls that commit the staff and will require staff to come back and cover the station or assist on the incident scene. Tupper recognized the fuel usage will be the biggest difference. He noted the other operational costs for the year would not be different than if they were just strictly staying with fire based tasks. Tupper had very little

**RECORD OF REGULAR MEETING
ELLSWORTH CITY COUNCIL**

DATE: JUNE 15, 2020

TIME: 7:00 PM

PLACE: ELLSWORTH CITY HALL COUNCIL CHAMBERS

**CITY COUNCIL PRESENT: BLANCHETTE, GRINDLE, HAMILTON,
KAPLAN, MILLER, MOORE, AND PHILLIPS.**

CITY COUNCIL ABSENT:

**KEY SPEAKERS PRESENT: CITY MANAGER DAVID COLE, JENNIFER
MERCHANT, DAN HIGGINS, BRENDA THOMAS, AND HEIDI GRINDLE.**

ON CONFERENCE CALL: LISA SEKULICH.

historical information to develop the following numbers from so he compared the Department to the Hancock Fire Department in relation to what they use for their budgets for supplies, equipment, licensing fee, and insurance costs. Hancock Fire Department budgets \$2,000 a year for supplies. Supplies for this purpose would be bandages, single-use type items that might be used on an incident scene that wouldn't necessarily be replenished one for one by the ambulance service. For example, if the Fire Department helps someone who then signs off without doing a transport; the ambulance will not be billing for that transport and in turn the Fire Department will not be replenished one for one for the use of some of these minor supplies. If the ambulance transports the patient, they will be billing the patient, then they will give the Fire Department back what they used to help them out. They also budget \$2,000 a year for annual equipment costs. This might include splinting, use of a backboard, or some other type of equipment that gets damaged or used to the point where it cannot be cleaned properly. If that piece of equipment needs to be discarded then this expense would be an allowance for that as well. The license fee is \$100 and is already built into Tupper's regular budget. The annual insurance cost is \$517 which is the liability insurance that the City picked up through the Maine Municipal Association. That fee has been covered within the general insurance category already. Tupper thought those pieces might cost approximately \$4,000 based on what the Fire Department has for basic data. If everything is added together the yearly cost would be approximately \$7,800 to continue to offer EMS. Councilor Miller inquired about the additional cost for training. Tupper stated a majority of the CEU credits they need can be provided either online or Northern Light can help them. There may be some expenses to allow members to attend a hands-on certification offsite. Tupper is fairly confident those training expenses could be absorbed within his regular training budget. Miller inquired if an additional dispatcher would be needed. Tupper felt Police Chief Moshier would be the better person to speak on this topic; however, the Fire Department is a very small percentage of the call volume. The Fire Department's call volume would certainly increase but they are a small percentage in the overall call volume handled by either the Ellsworth or RCC dispatchers. Councilor Blanchette inquired about the cost for the equipment given they will respond in the trucks and the added miles that will be put on them over the course of the year. He also wondered what the impact on the roads would be from the added traffic on them from the trucks responding to the EMS calls. Tupper stated those indirect costs have not been accounted for as there is no data available on those types of incidentals. Blanchette inquired if the PPE needed for a health crisis such as COVID also factored in. Tupper felt that would be included within the annual equipment line item.

**RECORD OF REGULAR MEETING
ELLSWORTH CITY COUNCIL**

DATE: JUNE 15, 2020

TIME: 7:00 PM

PLACE: ELLSWORTH CITY HALL COUNCIL CHAMBERS

**CITY COUNCIL PRESENT: BLANCHETTE, GRINDLE, HAMILTON,
KAPLAN, MILLER, MOORE, AND PHILLIPS.**

CITY COUNCIL ABSENT:

**KEY SPEAKERS PRESENT: CITY MANAGER DAVID COLE, JENNIFER
MERCHANT, DAN HIGGINS, BRENDA THOMAS, AND HEIDI GRINDLE.**

ON CONFERENCE CALL: LISA SEKULICH.

Blanchette inquired what the minimum callback number of hours an employee would earn. Tupper indicated by contract any callback hours the individual receives would be a 2 hour minimum unless there are reoccurring calls back to back. In that case, it would be a minimum of 2 hours and then whatever the numbers add up to if they were there for three calls directly in a row. If they are separated then it would be a minimum of 2 hour callback for each call. Blanchette clarified that potentially all four on-duty firefighters at any given time could be answering a call in Fletchers Landing Township. Tupper stated that could be the case; although, common sense would be used. They would not strip the town completely of other coverage; that is the reason behind having mutual aid agreements. Tupper noted it does get a little tricky when finding mutual aid coverage for EMS because not all fire departments have the ability to offer that nor does the Fire Department necessarily go to other towns on an everyday occurrence with mutual aid to EMS. Tupper noted in the past year the Fire Department has only been to Fletchers Landing Township at the most half a dozen times. That includes the need for any call relating to fire or medical; however, the potential always exists they will be needed. Blanchette questioned in regards to the information Tupper presented earlier in the year on this topic there was an option where the State presented a way to classify Ellsworth (we would have to apply annually and could do this up to three years) as a demonstration site. Tupper's understanding is the City is past that opportunity already as being a licensed entity. Blanchette inquired if the City turned the license in, would that option still be open to the City. Tupper was not sure of the answer; however, could look into that. Blanchette would like to know the answer as it may take some of the concerns away. Tupper indicated if the City is not a licensed agency, the Department does have licensed individuals which would place that individual in a position of duty to act because they carry that license. When that person is on an accident scene and somebody is involved that needs help, the City would then be telling that employee you need to stand back and do nothing. Blanchette clarified if the City did not have that demonstration site permit. The way Blanchette understood the information was if the City has the permit then the duty person can respond to the accident scene or the site of the emergency. Tupper could not answer that question at this time. Blanchette asked Tupper to look into that process. Councilor Kaplan reiterated that the Fire Department are "BLS" certified. Tupper stated the City is licensed to EMT basic level and most of the group has trained to EMT basic and there are still 7 members that need to fulfill the National Registry test. They are still waiting on that. Kaplan noted that means the Fire Department can operate an AED if needed, but they cannot do lidocaine epinephrine or similar tasks. Kaplan inquired in the

**RECORD OF REGULAR MEETING
ELLSWORTH CITY COUNCIL**

DATE: JUNE 15, 2020

TIME: 7:00 PM

PLACE: ELLSWORTH CITY HALL COUNCIL CHAMBERS

**CITY COUNCIL PRESENT: BLANCHETTE, GRINDLE, HAMILTON,
KAPLAN, MILLER, MOORE, AND PHILLIPS.**

CITY COUNCIL ABSENT:

**KEY SPEAKERS PRESENT: CITY MANAGER DAVID COLE, JENNIFER
MERCHANT, DAN HIGGINS, BRENDA THOMAS, AND HEIDI GRINDLE.**

ON CONFERENCE CALL: LISA SEKULICH.

scenario mentioned at the beginning of the meeting if the Fire Department could have applied direct pressure to that bleeding varicosity until Northern Light arrived. Tupper indicated yes they could. Kaplan inquired if the Fire Department had done that would the patient still be alive. Tupper stated he would presume that would have made a difference in the outcome. Kaplan stated for \$7,800 the City could potentially save lives. She inquired if the Fire Department could bill for their services through Medicare, Medicaid, or private insurance companies. Tupper stated no, because they are not transport at this point. Kaplan inquired how many basic transports between calls and inter-facility transports there would be between the City of Ellsworth and Fletchers Landing. Tupper estimated approximately 1500. Kaplan stated if the Fire Department could bill for those services given the average basic level transport is between \$600 and \$1,000 per transport that could potentially bring in a fair amount of revenue. Tupper indicated one of the topics that has been discussed is taking this process slowly and currently not everyone is overly experienced time-wise and with patient interaction. Tupper felt being able to continue what they are doing as first responders and working side by side with the ambulance has given them the opportunity to build that time and experience so hopefully when the day comes that the City chooses to have an ambulance the foundation will be set. Those pieces include the billing cycles, understanding Mainecare and Medicaid, and private insurance carriers. He does not feel they are ready to take on those tasks yet. Tupper thought at some point there will be a revenue source to offset the costs. The average response time from just Ellsworth starting from when the call is toned out until the time of arrival is approximately 5 minutes or so depending on where in the City the incident is located. Many times the ambulances are doing inter-facility transports so the Fire Department needs to get the basic level or ACLS started while the ambulance is dispatched to the Ellsworth incident. Kaplan believed for the cost, when seconds matter, having this opportunity present would be best. Hamilton read into the record the comments from Gary Fortier from Westwood Drive. He said the citizens of Ellsworth deserve the additional coverage, five to six hours of overtime in a month is a minor expense. Gramps is still alive, priceless, full steam ahead. Do what is right for the citizens and all the visitors to the community. Thanks. The EMT basic is the level that the Fire Department will be credentialed for. There are 7 people that are still in the progress of achieving this level. Anything beyond that requires a higher level license. To maintain an ambulance as an outright ambulance is going to require a lot more training and a higher level staffing. Tupper stated the Council could set it at any different level. A department could have a basic level transport ambulance. They could only practice to that basic level. There was a discussion on the different

**RECORD OF REGULAR MEETING
ELLSWORTH CITY COUNCIL**

DATE: JUNE 15, 2020

TIME: 7:00 PM

PLACE: ELLSWORTH CITY HALL COUNCIL CHAMBERS

**CITY COUNCIL PRESENT: BLANCHETTE, GRINDLE, HAMILTON,
KAPLAN, MILLER, MOORE, AND PHILLIPS.**

CITY COUNCIL ABSENT:

**KEY SPEAKERS PRESENT: CITY MANAGER DAVID COLE, JENNIFER
MERCHANT, DAN HIGGINS, BRENDA THOMAS, AND HEIDI GRINDLE.**

ON CONFERENCE CALL: LISA SEKULICH.

types of licenses and different scenarios that require those services. Hamilton noted to maintain one ambulance on a 24/7 basis would require approximately 10 to 12 full time staff members to manage that obligation. Tupper stated there would be a minimum of six full time employees so the staff ration could be covered 24/7. Part of the discussion has included the difficulty in terms of becoming a provider of an ambulance service. That would be taking on a whole new level of staffing and recruitment; it has already been proven difficult to recruit. It is a very expensive concept although in the future it may be appropriate. Currently, there is a partnership that the City needs to revisit and have a discussion on how that is working, identify where the problems are; how can it be improved and there may not be a need for the City to necessarily take this on if some of the problems can be addressed. Hamilton felt having advanced training at the EMT level to respond at a small cost makes sense in terms of serving the community. Hamilton at this point would hope the focus remains on meeting that need, getting proficient at it, making sure that all the firefighters are trained and they are comfortable with this responsibility. He would hope they do not try to push and jump to a level where it may not be great for the City. Tupper agreed with this thought process. Tupper noted not all transport calls that an ambulance takes get paid; some of those will be free transports or may even cost the city money. This is not an all for profit venture and it can push out a viable service that exists. When the reimbursement a provider receives is considered a significant part of the market, and then that goes away because Ellsworth takes over that part of the market. Potentially the City could jeopardize that stability for the residents of Ellsworth because the City would need more than one ambulance and likely the City would not be able to afford more than one. This concept requires a lot of due diligence. Councilor Phillips asked for the steps relating to when an EMS call comes into the Fire Department. Tupper explained the Fire Department gets dispatched by the Ellsworth Dispatch center or the RCC, this depends on the timeframe of when the call comes in. The ambulance is dispatched by Medcom, which is a private dispatch service hired out of Bangor. Tupper explained the process that takes place once a 9-1-1 call is received by the RCC. The City dispatcher/RCC will make two calls once determined the caller needs an ambulance. The first calls goes to Medcom than they will tone the Fire Department out. Two different entities are making the two services go together. Once it is decided an ambulance is needed the ambulance is dispatched and then the Fire Department is automatically toned out. The Fire Department did not request to be toned out to those types of calls; however, because their license status states any 9-1-1 medical call that is received by the City of Ellsworth requires the Fire Department to be toned out as well. Prior to the Fire Department obtaining this

**RECORD OF REGULAR MEETING
ELLSWORTH CITY COUNCIL**

DATE: JUNE 15, 2020

TIME: 7:00 PM

PLACE: ELLSWORTH CITY HALL COUNCIL CHAMBERS

**CITY COUNCIL PRESENT: BLANCHETTE, GRINDLE, HAMILTON,
KAPLAN, MILLER, MOORE, AND PHILLIPS.**

CITY COUNCIL ABSENT:

**KEY SPEAKERS PRESENT: CITY MANAGER DAVID COLE, JENNIFER
MERCHANT, DAN HIGGINS, BRENDA THOMAS, AND HEIDI GRINDLE.**

ON CONFERENCE CALL: LISA SEKULICH.

license they did not receive those calls. At that point, they were being requested by the ambulance because they needed additional support. Phillips stated the number one concern is to protect the citizens of Ellsworth; he feels this service will cost more than \$7,800 a year. Phillips had some concerns regarding the current knowledge that the Fire Department is already requesting additional staff every budget cycle. He wondered how they would be able to start responding to the extra calls in a responsible manner while covering the other calls with the current staffing level. In the near future the Fire Department will need additional staff members as the call volume increases. At this point Ellsworth has a good relationship with Northern Light and the Medical service. There will be times when the Fire Department runs into situations that no one can anticipate and will need those calls but Phillips is not convinced yet the City needs to get into this business further. He feels there are still hidden costs and issues that are there that will pop up at some point. Miller felt there are extra costs that will come up. He has read a lot of studies from cities around the Country on how they operate this type of service and the most cost effective and safest way was the relationship Ellsworth currently has. They have an establishment similar to Northern Light and their local fire departments respond together. This item did not require a decision this evening; however, the question remains in terms of the license. Hamilton was wondering if the committee would like to prepare something for City Council to consider at the July 20, 2020 Council meeting. Phillips stated the Committee could meet and have a discussion on the next steps.

This was a presentation only; no formal action was taken or required this evening.

Executive Session to discuss labor negotiations between the City of Ellsworth and the Massachusetts and Northern New England Labor's District Council on behalf of Local 327, Ellsworth Wastewater Treatment Plant Unit in accordance with MRSA Title 1, Chapter 13, Section 405, Paragraph 6D.

On a motion by Blanchette, seconded by Miller, it was unanimously

RESOLVED to approve entering executive session for the purpose of discussing labor negotiations between the City of Ellsworth and the Massachusetts and Northern New England Labor's District Council on behalf of Local 327, Ellsworth Wastewater Treatment Plant Unit in accordance with MRSA Title 1, Chapter 13, Section 405, Paragraph 6D at 9:06 PM.

Approved - Entering executive session for the purpose of discussing labor negotiations between the City of Ellsworth and the Massachusetts and Northern New England Labor's District Council on behalf of Local 327,

**RECORD OF REGULAR MEETING
ELLSWORTH CITY COUNCIL**

DATE: JUNE 15, 2020

TIME: 7:00 PM

PLACE: ELLSWORTH CITY HALL COUNCIL CHAMBERS

**CITY COUNCIL PRESENT: BLANCHETTE, GRINDLE, HAMILTON,
KAPLAN, MILLER, MOORE, AND PHILLIPS.**

CITY COUNCIL ABSENT:

**KEY SPEAKERS PRESENT: CITY MANAGER DAVID COLE, JENNIFER
MERCHANT, DAN HIGGINS, BRENDA THOMAS, AND HEIDI GRINDLE.**

ON CONFERENCE CALL: LISA SEKULICH.

David Cole remained in the executive session.

On a motion by Moore, seconded by Blanchette, it was unanimously

**RESOLVED to approve adjourning from executive session in accordance with
MRSA Title 1, Chapter 13, Section 405, Paragraph 6D at 9:21 PM.**

*Council Order #062007, Action on discussion between the City of Ellsworth and the
Massachusetts and Northern New England Labor's District Council on behalf of
Local 327, Ellsworth Wastewater Treatment Plant Unit.*

There was no discussion before a motion was made.

On a motion by Blanchette, seconded by Miller, it was unanimously

**RESOLVED to approve a one-year extension of the current contract with the
Wastewater Treatment unit with the following two changes: first the same cost of
living increase given to non-unionized employees if any will be given to the unit.
Secondly, striking language regarding agency fees held unconstitutional by the
US Supreme Court in Janis Versus AFSCME in 2018.**

Before the Council discussed item #23 that was added to the meeting this evening.
Chair Hamilton wanted to remind the public that he does monitor his emails
throughout the meeting and he reads the ones that come in and are from Ellsworth
residents. If they do not come in through the email system he apologizes for that as
was the case this evening. They will be read and there is an effort being made to
have the voices heard. There is no attempt to screen out comments. If they are

**Ellsworth
Wastewater
Treatment Plant Unit
in accordance with
MRSA Title I,
Chapter 13, Section
405, Paragraph 6D at
9:06 PM.**

**Approved -
Adjourning from
executive session in
accordance with
MRSA Title 1,
Chapter 13, Section
405, Paragraph 6D at
9:21 PM.**

**Approved - A one-
year extension of the
current contract with
the Wastewater
Treatment unit with
the following two
changes: first the
same cost of living
increase given to
non-unionized
employees if any will
be given to the unit.
Secondly, striking
language regarding
agency fees held
unconstitutional by
the US Supreme
Court in Janis
Versus AFSCME in
2018.**

**RECORD OF REGULAR MEETING
ELLSWORTH CITY COUNCIL**

DATE: JUNE 15, 2020

TIME: 7:00 PM

PLACE: ELLSWORTH CITY HALL COUNCIL CHAMBERS

**CITY COUNCIL PRESENT: BLANCHETTE, GRINDLE, HAMILTON,
KAPLAN, MILLER, MOORE, AND PHILLIPS.**

CITY COUNCIL ABSENT:

**KEY SPEAKERS PRESENT: CITY MANAGER DAVID COLE, JENNIFER
MERCHANT, DAN HIGGINS, BRENDA THOMAS, AND HEIDI GRINDLE.**

ON CONFERENCE CALL: LISA SEKULICH.

received they are read.

Executive session to discuss the condition, acquisition or the use of real or personal property permanently attached to real property or interests therein or disposition of publicly held property or economic development only if premature disposition of the information would prejudice the competitive or bargaining position of the body or agency in accordance with MRSA Title 1, Chapter 13, Section 405, Paragraph 6C. Actions as needed on the part of the Committee are anticipated following the executive session.

On a motion by Miller, seconded by Blanchette, it was unanimously

RESOLVED to approve entering executive session for the purpose of discussing discuss the condition, acquisition or the use of real or personal property permanently attached to real property or interests therein or disposition of publicly held property or economic development only if premature disposition of the information would prejudice the competitive or bargaining position of the body or agency in accordance with MRSA Title 1, Chapter 13, Section 405, Paragraph 6C at 9:23 PM.

David Cole remained in the executive session. Gary Fortier and George Wood were invited to take part in the Executive Session by telephone this evening.

On a motion by Blanchette, seconded by Grindle, it was unanimously

RESOLVED to approve adjourning from executive session in accordance with MRSA Title 1, Chapter 13, Section 405, Paragraph 6C at 9:32 PM.

Council Order #062008, Action on executive session for the purpose of discussing discuss the condition, acquisition or the use of real or personal property permanently attached to real property or interests therein or disposition of publicly held property or economic development only if premature disposition of the information would prejudice the competitive or bargaining position of the body or agency in accordance with MRSA Title 1, Chapter 13, Section 405, Paragraph 6C.

Approved - Entering executive session for the purpose of discussing discuss the condition, acquisition or the use of real or personal property permanently attached to real property or interests therein or disposition of publicly held property or economic development in accordance with MRSA Title 1, Chapter 13, Section 405, Paragraph 6C at 9:23 PM.

Approved - Adjourning from executive session in accordance with MRSA Title 1, Chapter 13, Section 405, Paragraph 6C at 9:32 PM.

Approved - Authoring the City Manager and his representative to negotiate with an unknown vendor for

**RECORD OF REGULAR MEETING
ELLSWORTH CITY COUNCIL**

DATE: JUNE 15, 2020

TIME: 7:00 PM

PLACE: ELLSWORTH CITY HALL COUNCIL CHAMBERS

**CITY COUNCIL PRESENT: BLANCHETTE, GRINDLE, HAMILTON,
KAPLAN, MILLER, MOORE, AND PHILLIPS.**

CITY COUNCIL ABSENT:

**KEY SPEAKERS PRESENT: CITY MANAGER DAVID COLE, JENNIFER
MERCHANT, DAN HIGGINS, BRENDA THOMAS, AND HEIDI GRINDLE.**

ON CONFERENCE CALL: LISA SEKULICH.

There was no discussion prior to a motion being made.

On a motion by Miller, seconded by Moore, it was unanimously

**RESOLVED to approve authoring the City Manager and his representative to
negotiate with an unknown vendor for solar energy provider for the City of
Ellsworth.**

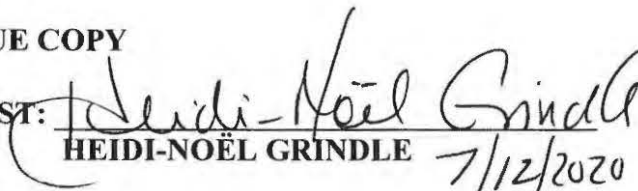
Adjournment.

On a motion by Moore, seconded by Kaplan, it was unanimously

RESOLVED to approve adjournment at 9:35 PM.

A TRUE COPY

ATTEST:


HEIDI-NOËL GRINDLE 7/12/2020

**solar energy provider
for the City of
Ellsworth.**

**Approved -
Adjournment at 9:35
PM.**

Council order #072000

MEMO TO: Heidi Grindle, City Clerk
From: Larry Gardner, City Assessor
Date: June 9, 2020
Re: City Council Abatement Request

May I please have the following item on the next available **City Council CONSENT AGENDA**?

The Assessor requests the City Council approve a property tax abatement of two previous years, FY2019 and FY2018 for a vacant lot NOT owned but incorrectly billed to:

Bonnie Walker

Map 33, Lot 46
Munis ID # 6883

----- synopsis -----

A 2017 transfer tax declaration incorrectly indicated only one of two lots Bonnie Walker owned transferred. We continued taxing her for this other lot. She never responded, never paid the tax bill, and the city foreclosed on 12/19/2019.

We now learn she had indeed transferred bought lots.

I have abated her and supplemented the correct owner for the current year.

I hereby request the City Council abate Bonnie Walker for the two previous years.

I will then supplement the correct owner for these two previous years and the City Tax Collector will prepare a corrected quitclaim deed dissolving the foreclosure.

----- MOTION-----

I move we grant

Bonnie Walker

This tax abatement of two previous years as requested by the City Assessor.

FY2019 - \$988.61

FY2018 - \$973.97

Council order # 072001

6/4/2020

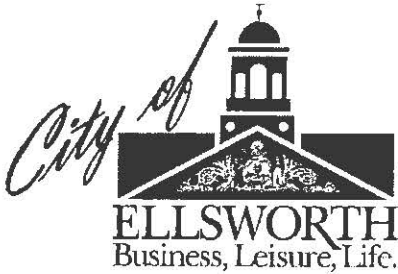
Attention ; Janna Richards, Economic Development Director

Dear Janna,

I have been on the Ellsworth Planning Board for over ten years. Now with a full compliment of board members I believe it is time for me to step down . The new members are very enthusiastic and well versed. I feel they are more than qualified to take on the role of help guiding the future growth and expansion of Ellsworth's development.

I have enjoyed my time on the board. The board members I have work with as well as the city planning staff did the best we could to contribute to the expansion and development of the city in accordance to the UDO.

Thank You
Roger P Lessard



City Clerk

1 City Hall Plaza ▪ Ellsworth, ME 04605-1942

Phone (207) 669-6604 ▪ Fax (207) 667-4908

hgrindle@ellsworthmaine.gov

thowes@ellsworthmaine.gov

mmonk@ellsworthmaine.gov

MEMO

To: City Council and City Manager
From: Heidi-Noël Grindle, City Clerk
Date: July 16, 2020
Re: July 14, 2020 election results

The City Charter as of 12/1/2011, states "as soon as possible following an election, the Council will, meet, examine the election record, and declare the results" for all municipal elections not just ones that require notifying candidates.

The official Municipal election results are:

Question 1: Do you favor approving the City of Ellsworth school budget for the upcoming school year that the City Council adopted at its meeting held June 15, 2020?

Yes: 1,483

No: 496

Blank votes cast: 44

Suggested Motion: Move to approve acceptance of the July 14, 2020 City of Ellsworth School Budget Validation Special Municipal Referendum Election results as presented.

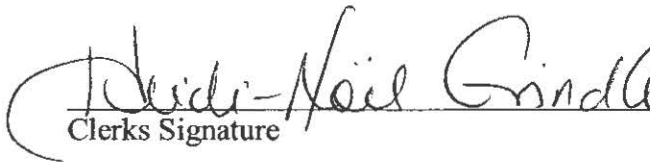
CLERK'S RETURN OF VOTES CAST
RETURN OF BALLOTS CAST
Municipal Election
Municipality: Ellsworth W-P: 1-4
July 14, 2020

TOTAL BALLOTS CAST

TOTAL BALLOTS COUNTED	2,021
TOTAL AUXILIARY BALLOTS	2
TOTAL BALLOTS CAST	2,023

CERTIFICATION

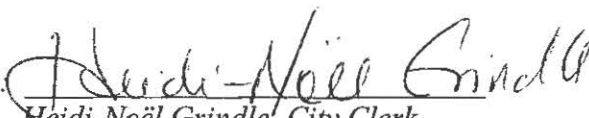
We, the undersigned election officials duly sworn, do declare that, in accordance with 21-A MRSA §698, we have publicly sorted, counted, declared, recorded, and packaged all Ballots cast at the Municipal Election held on July 14, 2020.


Clerks Signature

THIS BOX IS FOR COUNCIL SIGNATURES ONLY Majority of Municipal Officers

DATED: _____

A true copy:

Attest. 
Heidi-Noël Grindle, City Clerk
7/14/2020

CLERK'S RETURN OF VOTES CAST
Municipal Election
MUNICIPALITY: ELLSWORTH W-1-4
July 14, 2020

TOTAL BALLOTS CAST: Record the total number of Municipal ballots cast. (If no votes were cast, write "none" or "0")

Total Number of Ballots Cast 2,023

Question One:

Do you favor approving the City of Ellsworth School Budget for the upcoming school year that the City Council adopted at its meeting held June 15, 2020?

1,483 Yes

496 No

44 Blanks

Heidi-Noël Grindle
Clerks Signature

A true copy:

Attest: Heidi-Noël Grindle
Heidi-Noël Grindle, City Clerk
7/16/2020

WARDENS RETURN OF VOTES CAST
RETURN OF BALLOTS CAST
MUNICIPAL ELECTION

Municipality: Ellsworth W-P: 1
July 14, 2020

TOTAL BALLOTS CAST

TOTAL BALLOTS COUNTED	Thomas B. Farley
TOTAL AUXILIARY BALLOTS	Ø
TOTAL BALLOTS CAST	416 ✓

416 ✓

CERTIFICATION

We, the undersigned election officials duly sworn, do declare that, in accordance with 21-A MRSA §698, we have publicly sorted, counted, declared, recorded, and packaged all Ballots cast at the Municipal Election held on
July 14, 2020

Bunkie Daniels
Election Clerk Counting Ballots

Election Clerk Counting Ballots

Jose S. Sinclair
Warden

THIS FORM MUST BE IMMEDIATELY DELIVERED TO THE MUNICIPAL CLERK

A true copy:

Attest: Heidi-Noël Grindle
Heidi-Noël Grindle, City Clerk 7/14/2020

FORM #3

WARDENS RETURN OF VOTES CAST
RETURN OF BALLOTS CAST
MUNICIPAL ELECTION
Municipality: Ellsworth W-P: 1
July 14, 2020

TOTAL BALLOTS CAST: Record the total numbers of municipal ballots cast. (If no votes were cast, write "none" or "0")

Total Number of Ballots Cast 416 ✓

Question One:

Do you favor approving the City of Ellsworth school budget for the upcoming school year that the City Council adopted at its meeting held June 15, 2020?

301 ✓ Yes

108 ✓ No

7 ✓ Blanks

Elsa Sinclair
Wardens Signature

Bernie Daniels
Election Officials signature

The Warden must immediately deliver the completed and signed RETURN to the MUNICIPAL CLERK

A true copy:

Attest: Heidi-Noël Grindle
Heidi-Noël Grindle, City Clerk
7/14/2020

FORM #2

WARDENS RETURN OF VOTES CAST

RETURN OF BALLOTS CAST

MUNICIPAL ELECTION

Municipality: Ellsworth W-P: 2

July 14, 2020

TOTAL BALLOTS CAST

TOTAL BALLOTS COUNTED	197	✓
TOTAL AUXILIARY BALLOTS	2	✓
TOTAL BALLOTS CAST	199	✓

CERTIFICATION

We, the undersigned election officials duly sworn, do declare that, in accordance with 21-A MRSA §698, we have publicly sorted, counted, declared, recorded, and packaged all Ballots cast at the Municipal Election held on

July 14, 2020

Ed Abbey

Election Clerk Counting Ballots

Anna Ritchie

Election Clerk Counting Ballots

Lyn D. O'Keefe

Warden

THIS FORM MUST BE IMMEDIATELY DELIVERED TO THE MUNICIPAL CLERK

A true copy:

Attest

Heidi-Noël Grindle

Heidi-Noël Grindle, City Clerk

7/14/2020

FORM #3

WARDENS RETURN OF VOTES CAST
RETURN OF BALLOTS CAST
MUNICIPAL ELECTION

Municipality: Ellsworth W-P: 2

July 14, 2020

TOTAL BALLOTS CAST: Record the total numbers of municipal ballots cast. (If no votes were cast, write "none" or "0")

Total Number of Ballots Cast 199 ✓

Question One:

Do you favor approving the City of Ellsworth school budget for the upcoming school year that the City Council adopted at its meeting held June 15, 2020?

140 ✓ Yes 56 ✓ No 3 ✓ Blanks

Lynn D. Oka
Wardens Signature

Norman R. H. H.
Election Officials signature

The Warden must immediately deliver the completed and signed RETURN to the MUNICIPAL CLERK

A true copy:

Attest: *Heidi-Noël Grindle*
Heidi-Noël Grindle, City Clerk
7/14/2020

FORM #2

WORKSHEET ONLY
HAND-TALLY RETURN OF BALLOTS CAST
MUNICIPAL ELECTION

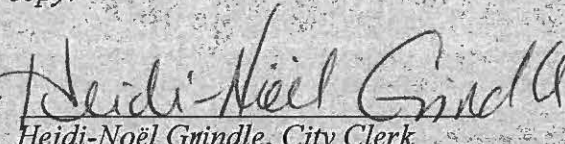
Municipality: Ellsworth W-P: 2

July 14, 2020

Instructions: ONLY Use this form as a tally worksheet if you have auxiliary ballots.

Question One	
Do you favor approving the City of Ellsworth school budget for the upcoming school year that the City Council adopted at its meeting held June 15, 2020?	
	Votes Cast
YES	1
NO	1
BLANKS	
TOTAL AUXILIARY BALLOTS	2

A true copy:

Attest: 
Heidi-Noël Grindle, City Clerk
7/14/2020

FORM #1

**WARDENS RETURN OF VOTES CAST
HAND-TALLY RETURN OF BALLOTS CAST
MUNICIPAL ELECTION**

Municipality: Ellsworth W-P: 3

July 14, 2020

TOTAL BALLOTS CAST

TOTAL BALLOTS COUNTED	205 ✓
TOTAL AUXILIARY BALLOTS	0
TOTAL BALLOTS CAST	205 ✓

CERTIFICATION

We, the undersigned election officials duly sworn, do declare that, in accordance with 21-A MRSA §698, we have publicly sorted, counted, declared, recorded, and packaged all Ballots cast at the Municipal Election held on

July 14, 2020

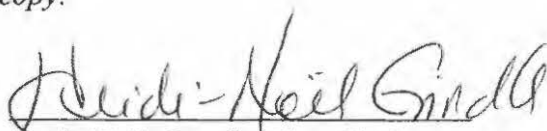

Election Clerk Counting Ballots


Election Clerk Counting Ballots


Warden

THIS FORM MUST BE IMMEDIATELY DELIVERED TO THE MUNICIPAL CLERK

A true copy:

Attest: 
Heidi-Noël Grindler, City Clerk
7/16/2020

FORM #3

WARDENS RETURN OF VOTES CAST
RETURN OF BALLOTS CAST
MUNICIPAL ELECTION
Municipality: Ellsworth W-P: 3
July 14, 2020

TOTAL BALLOTS CAST: Record the total numbers of municipal ballots cast. (If no votes were cast, write "none" or "0")

Total Number of Ballots Cast 205 ✓

Question One:

Do you favor approving the City of Ellsworth school budget for the upcoming school year that the City Council adopted at its meeting held June 15, 2020?

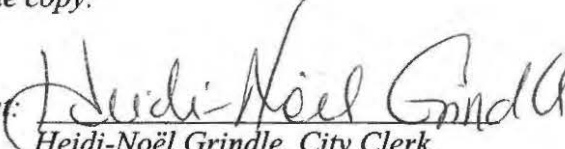
139 ✓ Yes 62 ✓ No 4 ✓ Blanks


Wardens Signature


Election Officials signature

The Warden must immediately deliver the completed and signed RETURN to the MUNICIPAL CLERK

A true copy:

Attest: 
Heidi-Noël Grindle, City Clerk
7/14/2020

FORM #2

WARDENS RETURN OF VOTES CAST
RETURN OF BALLOTS CAST
MUNICIPAL ELECTION

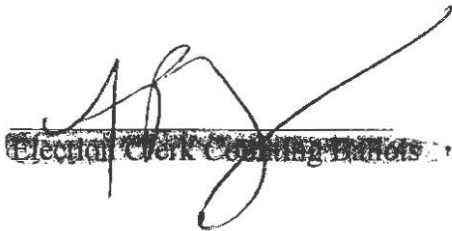
Municipality: Ellsworth W-P: 4
July 14, 2020

TOTAL BALLOTS CAST

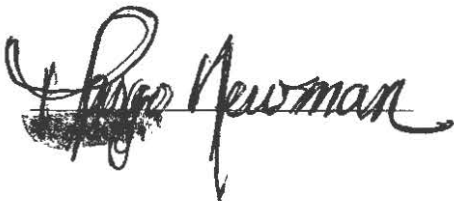
TOTAL BALLOTS COUNTED	383	✓
TOTAL AUXILIARY BALLOTS	0	✓
TOTAL BALLOTS CAST	383	✓

CERTIFICATION

We, the undersigned election officials duly sworn, do declare that, in accordance with 21-A MRSA §698, we have publicly sorted, counted, declared, recorded, and packaged all Ballots cast at the Municipal Election held on
July 14, 2020



Election Clerk Counting Ballots


Election Clerk Counting Ballots


Heidi-Noël Grindle

THIS FORM MUST BE IMMEDIATELY DELIVERED TO THE MUNICIPAL CLERK

A true copy:

Attest: 
Heidi-Noël Grindle, City Clerk 7/14/2020

FORM #3

WARDENS RETURN OF VOTES CAST
RETURN OF BALLOTS CAST
MUNICIPAL ELECTION

Municipality: Ellsworth W-P: 4
July 14, 2020

TOTAL BALLOTS CAST: Record the total numbers of municipal ballots cast. (If no votes were cast, write "none" or "0")

Total Number of Ballots Cast 383 ✓

Question One:

Do you favor approving the City of Ellsworth school budget for the upcoming school year that the City Council adopted at its meeting held June 15, 2020?

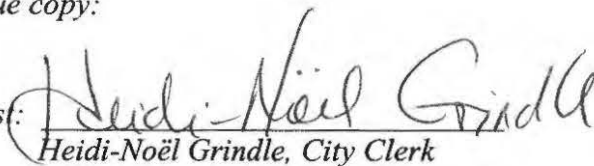
269 ✓ Yes 107 ✓ No 7 ✓ Blanks


Wardens Signature


Election Officials signature

The Warden must immediately deliver the completed and signed RETURN to the MUNICIPAL CLERK

A true copy:

Attest: 
Heidi-Noël Grindle, City Clerk

FORM #2

WORKSHEET ONLY
HAND-TALLY RETURN OF BALLOTS CAST
MUNICIPAL ELECTION

Municipality: Ellsworth W-P: 4
July 14, 2020

Instructions: ONLY Use this form as a tally worksheet if you have auxiliary ballots.

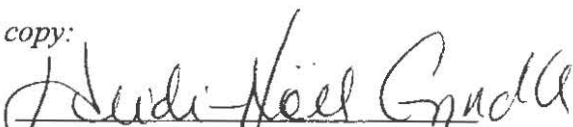
Question One

Do you favor approving the City of Ellsworth school budget for the upcoming school year that the City Council adopted at its meeting held June 15, 2020?

	Votes Cast
YES	269
NO	107
BLANKS	7
TOTAL AUXILIARY BALLOTS	383

A true copy:

Attest:


Heidi-Noël Grindle, City Clerk
7/16/2020

FORM #1

WARDENS RETURN OF VOTES CAST
RETURN OF BALLOTS CAST
MUNICIPAL ELECTION

Municipality: Ellsworth ~~W-P-2~~

July 14, 2020

*Early absentee
processing*

TOTAL BALLOTS CAST

TOTAL BALLOTS COUNTED	820	✓
TOTAL AUXILIARY BALLOTS	0	✓
TOTAL BALLOTS CAST	820	✓

CERTIFICATION

We, the undersigned election officials duly sworn, do declare that, in accordance with 21-A MRSA §698, we have publicly sorted, counted, declared, recorded, and packaged all Ballots cast at the Municipal Election held on

July 14, 2020

Heidi-Noël Grindle
Election Clerk Counting Ballots

Maureen Mow
Election Clerk Counting Ballots

KATH
Warden

THIS FORM MUST BE IMMEDIATELY DELIVERED TO THE MUNICIPAL CLERK

A true copy:

Attest: *Heidi-Noël Grindle*
Heidi-Noël Grindle, City Clerk

FORM #3

WARDENS RETURN OF VOTES CAST
RETURN OF BALLOTS CAST
MUNICIPAL ELECTION
Municipality: Ellsworth W-P: 2
July 14, 2020

TOTAL BALLOTS CAST: Record the total numbers of municipal ballots cast. (If no votes were cast, write "none" or "0")

Total Number of Ballots Cast 820 ✓

Question One:

Do you favor approving the City of Ellsworth school budget for the upcoming school year that the City Council adopted at its meeting held June 15, 2020?

634 ✓ Yes 163 ✓ No 23 ✓ Blanks

KATH
Wardens Signature

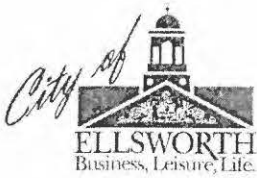
Heidi-Noël Grindle
Election Officials signature

The Warden must immediately deliver the completed and signed RETURN to the MUNICIPAL CLERK

A true copy:

Attest: Heidi-Noël Grindle
Heidi-Noël Grindle, City Clerk
7/14/2020

FORM #2



Item #12 (1)

City Clerk

1 City Hall Plaza • Ellsworth, ME 04605-1942

Phone (207) 669-6604 • Fax (207) 667-4908

hgrindle@ellsworthmaine.gov

thowes@ellsworthmaine.gov

mmonk@ellsworthmaine.gov

BUSINESS LICENSE APPLICATION

CUSTOMER #90

APPLICANT: ELLSWORTH LODGE OF ELKS #2743

MAILING ADDRESS: ELLSWORTH LODGE OF ELKS #2743 P.O. BOX 85 ELLSWORTH, ME 04605

MAP LOT: 016024000000

BUSINESS TELEPHONE: 207-667-3073

FAX NUMBER: 207-667-3073

EMAIL ADDRESS: ellsworth.elks@yahoo.com

NAME OF BUSINESS (DBA): ELLSWORTH LODGE OF ELKS #2743

LOCATION OF BUSINESS: 317 HIGH STREET

NUMBER OF EMPLOYEES:

NATURE OF BUSINESS: CLASS B

DESCRIPTION: FOOD ALCOHOL AMUSEMENT Public Hearing Notice Fee

PROPERTY OWNER: GREATER ELLSWORTH ME LODGE 2743

BUSINESS OWNER: ELLSWORTH LODGE OF ELKS #2743 PHONE NUMBER: 667-3073

EMERGENCY CONTACT:

~~ROBERT HUBBERT SR: 207-422-3571~~

2nd contact
Eric Hoard 207-974-8603

1st
EMERGENCY CONTACT:

SUSAN PIPER: 207-479-4534

:
:
:
:
:

SIGNATURE:

DATE:

6/9/2020 *Susan Piper*

LICENSE EFFECTIVE FROM:

EXPIRES: 07/31/2021

Bill # 862
pd 6/10/2020
CK # 2757
\$165.00
C85 + PO 14 fee
PA 7/20/2020
emailed 6/10/2020

LICENSE TYPES

Class A Establishment

Designated as an establishment requiring a combination of any FOUR city licences.
(amusement, lodging, liquor, victualer's)
\$100.00

Class B Establishment

Designated as an establishment requiring a combination of any THREE city licences.
(amusement, lodging, liquor, victualer's)
\$85.00 + \$80 p/h fee = 165

Class C Establishment

Designated as an establishment requiring a combination of any TWO city licences.
(amusement, lodging, liquor, victualer's)
\$65.00

Victualer's

Provider of food of any sort for public consumption either on or off premises for a fee.

\$35.00

Mobile Vending Units

Operation of any vehicle including a lunch wagon, a fixed mobile vending unit or reaming unit which is used for the sale of any prepared food. \$45.00

Amusement

Live music, dancing, entertainment, exhibition, performance, shows, diversions.
\$35.00

Lodging house

 New Renewal

Place providing sleeping accommodations with or without meals and charges a fee including but not limited to boarding houses, hotels, inns and motels.

\$30.00 + \$2.00/room

Liquor

Alcoholic beverages. All liquors but not limited to wine, beer or spirits, on and off premises consumption.

\$35.00

Arcade

Building or area containing pinball, video games, bagatelle games, pool and billiards.
12 devises or less \$20.00

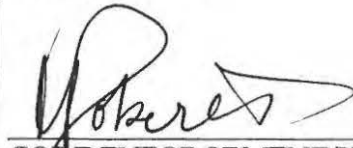
Over 12 / \$35.00

Special Amusement

Live music, dancing, entertainment, exhibition, and performances, shows and diversions that include the offering of alcoholic beverages.

\$35.00

APPROVED BY:



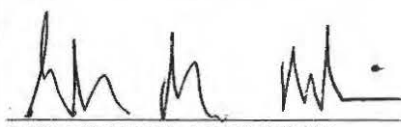
CODE ENFORCEMENT/HEALTH OFFICER

DATE: 6-17-2020



FIRE DEPARTMENT

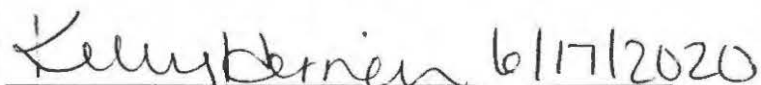
DATE: 6-17-2020



POLICE DEPARTMENT

DATE: 6/17/20

I hereby certify that all taxes and fees due the City of Ellsworth have/have not been paid in full.



CITY TREASURER/ TAX COLLECTOR

REMARKS:

APPROVAL CRITERIA

City officials, (Code enforcement officer, Fire Chief & Police Chief) shall cause inspections to be made and a written report forwarded to the licensing authority that the premises are in compliance with the following"

- A. Current zoning ordinance
- B. Current 101 life safety code
- C. Current fire prevention codes and ordinances
- D. Current electrical code
- E. Current building code
- F. Current plumbing and subsurface waste water disposal rules
- G. Current sewer/storm water ordinance

In its consideration to approve or deny said request, the city council shall determine that the applicant has: A) Obtained approval from appropriate city officials; B) Paid all arrearages of compliance with any requirements for obtaining the license or permit pursuant to this or any other ordinance and any state or federal law.

Division of Liquor Licensing & Enforcement
8 State House Station, Augusta, ME 04333-0008 (Regular Mail)
10 Water Street, Hallowell, ME 04347 (Overnight Mail)
Telephone (207) 624-7220 Fax: (207) 287-3434
Email Inquiries: MaineLiquor@maine.gov



REQUEST FOR EXTENSION OF LICENSE ON PREMISE

Legal Name: Greater Ellsworth Elks Lodge #2743 License Number: _____
DBA Name: Ellsworth Elks Lodge #2743 Expiration Date: _____
Physical Address: 317 State St City, State, Zip Ellsworth, ME 04605
Mailing address: PO Box 85 Ellsworth ME 04605
Street / PO Box City State Zip
Phone: 207-667-3073 Fax: 207-667-3073 Email address: ellsworth.elks@yahoo.com

Name, address, telephone number of Property Owner (if property is rented or leased, need copy of rental agreement / lease):

Greater Ellsworth Elks #2743 317 State St Ellsworth 207-667-3073

Temporary ☐ Permanent ☒ Inside ☐ Outside ☒ Live Entertainment: Yes ☒ No ☐

Start Date: 8/1/20 End Date (if applicable): - -

Reason for this request: Outside street dances

This request for an extension of service area for on premise license location MUST have Town / County Commission approval and MUST have a diagram submitted with this form.

Outdoor Restrictions:

There must be a stanchion or fence completely enclosing the area. Signs must be posted, stating "no alcohol beyond this point". There must be sufficient employees at the extension of premise, which would be able to control and monitor the area.

Susan H Piper
Signature of Owner / Corporate Officer

Susan H Piper
Printed Name of Owner / Corporate Officer

For Municipal Approval Only

TO STATE OF MAINE MUNICIPAL OFFICERS & COUNTY COMMISSIONERS:

Hereby certify that we have complied with Section 653 of Title 28-A Maine Revised Statutes and hereby approve said application.

Dated at: _____, Maine _____
City/Town (County)

On: _____
Date

The undersigned being: ☐ Municipal Offices ☐ County Commissioners of the
☐ City ☐ Town ☐ Plantation ☐ Unincorporated Place of: _____, Maine

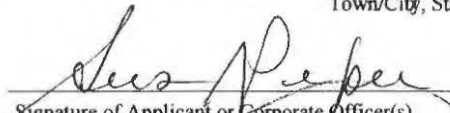
Signature of Officials	Printed Name	Title

The Division of Liquor Licensing & Enforcement is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: Ellsworth, Maine on 6/9, 20 20
Town/City, State Date

Please sign in blue ink


Signature of Applicant or Corporate Officer(s)
Susan M. Piper
Print Name

Signature of Applicant or Corporate Officer(s)

Print Name

UNORGANIZED TERRITORIES \$10.00 filing fee shall be paid directly to County Treasurer. **All applicants in unorganized territories shall submit along with their application evidence of payment to the County Treasurer.**

All applications for NEW or RENEWAL liquor licenses must contact their Municipal Officials or the County Commissioners in unincorporated places for approval and signatures for liquor licenses prior to submitting them to the bureau.

All fees must accompany application. Please make check payable to the **Treasurer, State of Maine.**

This application must be completed and signed by the Town or City and mailed to:

Bureau of Alcoholic Beverages and Lottery Operations

Division of Liquor Licensing and Enforcement

8 State House Station, Augusta, ME 04333-0008 (Regular address)

10 Water Street, Hallowell, ME 04347 (Overnight address)

Payments by check subject to penalty provided by Title 28A, MRS, Section 3-B.

TO STATE OF MAINE MUNICIPAL OFFICERS & COUNTY COMMISSIONERS:

Hereby certify that we have complied with Section 653 of Title 28-A Maine Revised Statutes and hereby approve said application.

Dated at: _____, Maine _____
City/Town County

On: _____
Date

The undersigned being: ☐ Municipal Officers ☐ County Commissioners of the
☐ City ☐ Town ☐ Plantation ☐ Unincorporated Place of: _____, Maine

THIS APPROVAL EXPIRES IN 60 DAYS



Item #12 (2)

City Clerk

1 City Hall Plaza • Ellsworth, ME 04605-1942

Phone (207) 669-6604 • Fax (207) 667-4908

hgrindle@ellsworthmaine.gov

thowes@ellsworthmaine.gov

minonk@ellsworthmaine.gov

BUSINESS LICENSE APPLICATION

CUSTOMER #270

APPLICANT: FOGTOWN BREWING COMPANY

MAILING ADDRESS: HEYSE IAN STEIN JON 25 PINE STREET ELLSWORTH, ME 04605

MAP LOT: 134076000000

BUSINESS TELEPHONE: 207-412-9460 x IAN

FAX NUMBER:

EMAIL ADDRESS: beer@fogtownbrewing.com

NAME OF BUSINESS (DBA): FOGTOWN BREWING COMPANY

LOCATION OF BUSINESS: 25 PINE STREET

NUMBER OF EMPLOYEES:

NATURE OF BUSINESS: CLASS B

DESCRIPTION: ALCOHOL FOOD AMUSEMENT Public Hearing Notice Fee

PROPERTY OWNER: PERRIN KENNETH S

BUSINESS OWNER: HEYSE IAN PHONE NUMBER: 207-412-9460 x IAN

EMERGENCY CONTACT:

DEBBIE COLLINS: 207-941-8899

PARTNER:

IAN HEYSE: 207-412-9460

PARTNER:

JON STEIN: 1-610-389-7224

SIGNATURE:

DATE:

04/27/2020

LICENSE EFFECTIVE FROM:

08.07.2019

EXPIRES: 07/31/2021

Bill # 866
Pd 5/1/2020
CK # 2239
\$165.00
\$85 + 110 PH
July 20 CM
PH 7/9/20
emailed
5/1/2021

LICENSE TYPES

Class A Establishment

Designated as an establishment requiring a combination of any FOUR city licences.
(amusement, lodging, liquor, victualer's)
\$100.00

Class B Establishment

Designated as an establishment requiring a combination of any THREE city licences.
(amusement, lodging, liquor, victualer's)
\$85.00

Class C Establishment

Designated as an establishment requiring a combination of any TWO city licences.
(amusement, lodging, liquor, victualer's)
\$65.00

Victualer's

Provider of food of any sort for public consumption either on or off premises for a fee.
\$35.00

Mobile Vending Units

Operation of any vehicle including a lunch wagon, a fixed mobile vending unit or reaming unit which is used for the sale of any prepared food. \$45.00

Amusement

Live music, dancing, entertainment, exhibition, performance, shows, diversions.
\$35.00

Lodging house

 New Renewal

Place providing sleeping accommodations with or without meals and charges a fee including but not limited to boarding houses, hotels, inns and motels.
\$30.00 + \$2.00/room

Liquor

Alcoholic beverages. All liquors but not limited to wine, beer or spirits, on and off premises consumption.
\$35.00

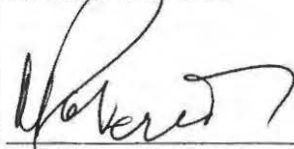
Arcade

Building or area containing pinball, video games, bagatelle games, pool and billiards.
12 devises or less \$20.00
Over 12 / \$35.00

Special Amusement

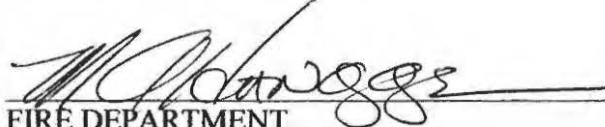
Live music, dancing, entertainment, exhibition, and performances, shows and diversions that include the offering of alcoholic beverages.
\$35.00

APPROVED BY:



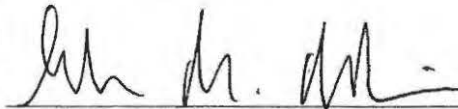
CODE ENFORCEMENT/HEALTH OFFICER

DATE: 6-17-2020



FIRE DEPARTMENT

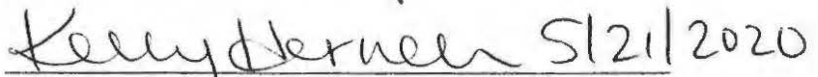
DATE: 6-17-2020



POLICE DEPARTMENT

DATE: 6/17/20

I hereby certify that all taxes and fees due the City of Ellsworth have/have not been paid in full.

 5/21/2020

CITY TREASURER/ TAX COLLECTOR

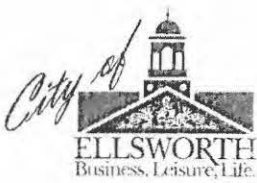
REMARKS:

APPROVAL CRITERIA

City officials, (Code enforcement officer, Fire Chief & Police Chief) shall cause inspections to be made and a written report forwarded to the licensing authority that the premises are in compliance with the following"

- A. Current zoning ordinance
- B. Current 101 life safety code
- C. Current fire prevention codes and ordinances
- D. Current electrical code
- E. Current building code
- F. Current plumbing and subsurface waste water disposal rules
- G. Current sewer/storm water ordinance

In its consideration to approve or deny said request, the city council shall determine that the applicant has: A) Obtained approval from appropriate city officials; B) Paid all arrearages of compliance with any requirements for obtaining the license or permit pursuant to this or any other ordinance and any state or federal law.



Item #12(3)

City Clerk

1 City Hall Plaza • Ellsworth, ME 04605-1942

Phone (207) 669-6604 • Fax (207) 667-4908

hgrindle@ellsworthmaine.gov

thowes@ellsworthmaine.gov

mmonk@ellsworthmaine.gov

BUSINESS LICENSE APPLICATION

CUSTOMER #95

APPLICANT: PEPPERS PUB

MAILING ADDRESS: JENNIFER GOODRICH WING 20 WATER STREET ELLSWORTH, ME 04605

MAP LOT: 134018000000

BUSINESS TELEPHONE: 207-667-1170

FAX NUMBER:

EMAIL ADDRESS: jgpepperspub@aol.com

NAME OF BUSINESS (DBA): PEPPERS PUB

LOCATION OF BUSINESS: 20 WATER STREET

NUMBER OF EMPLOYEES:

NATURE OF BUSINESS: CLASS B

DESCRIPTION: AMUSEMENT ALCOHOL FOOD Public Hearing Notice Fee

PROPERTY OWNER: WING GOODRICH JENNIFER A

BUSINESS OWNER: WING GOODRICH JENNIFER A PHONE NUMBER:

EMERGENCY CONTACT:

JENNIFER GOODRICH WING: 207-460-9182

:

:

:

SIGNATURE:

DATE:


6/20/2020

LICENSE EFFECTIVE FROM:

EXPIRES: 08/31/2021

7/20/2020 CM
Cust #95
Bill #881
Pd 6/22/2020
CK# 3710
\$165.00 (85)
Email: 6/22/2020

LICENSE TYPES

Class A Establishment

Designated as an establishment requiring a combination of any FOUR city licences.
(amusement, lodging, liquor, victualer's)
\$100.00

Class B Establishment

Designated as an establishment requiring a combination of any THREE city licences.
(amusement, lodging, liquor, victualer's)
\$85.00 + \$70 PH fee = 145

Class C Establishment

Designated as an establishment requiring a combination of any TWO city licences.
(amusement, lodging, liquor, victualer's)
\$65.00

Victualer's

Provider of food of any sort for public consumption either on or off premises for a fee.

\$35.00

Mobile Vending Units

Operation of any vehicle including a lunch wagon, a fixed mobile vending unit or reaming unit which is used for the sale of any prepared food. \$45.00

Amusement

Live music, dancing, entertainment, exhibition, performance, shows, diversions.
\$35.00

Lodging house

 New Renewal

Place providing sleeping accommodations with or without meals and charges a fee including but not limited to boarding houses, hotels, inns and motels.

\$30.00 + \$2.00/room

Liquor

Alcoholic beverages. All liquors but not limited to wine, beer or spirits, on and off premises consumption.

\$35.00

Arcade

Building or area containing pinball, video games, bagatelle games, pool and billiards.
12 devises or less \$20.00

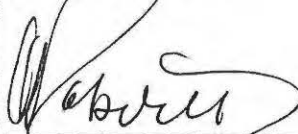
Over 12 / \$35.00

Special Amusement

Live music, dancing, entertainment, exhibition, and performances, shows and diversions that include the offering of alcoholic beverages.

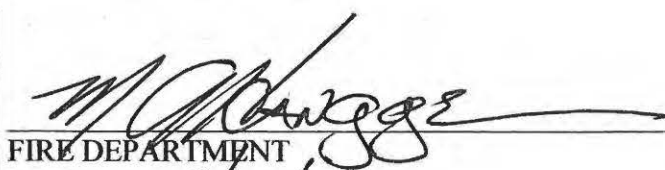
\$35.00

APPROVED BY:



CODE ENFORCEMENT/HEALTH OFFICER

DATE: 7-13-20



FIRE DEPARTMENT

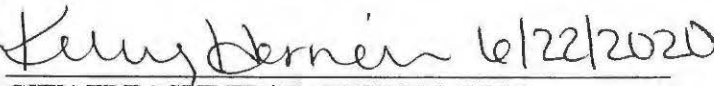
DATE: 7/13/2020



POLICE DEPARTMENT

DATE: 7/13/20

I hereby certify that all taxes and fees due the City of Ellsworth have/have not been paid in full.



CITY TREASURER/ TAX COLLECTOR

REMARKS:

APPROVAL CRITERIA

City officials, (Code enforcement officer, Fire Chief & Police Chief) shall cause inspections to be made and a written report forwarded to the licensing authority that the premises are in compliance with the following"

- A. Current zoning ordinance
- B. Current 101 life safety code
- C. Current fire prevention codes and ordinances
- D. Current electrical code
- E. Current building code
- F. Current plumbing and subsurface waste water disposal rules
- G. Current sewer/storm water ordinance

In its consideration to approve or deny said request, the city council shall determine that the applicant has: A) Obtained approval from appropriate city officials; B) Paid all arrearages of compliance with any requirements for obtaining the license or permit pursuant to this or any other ordinance and any state or federal law.



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): PEPPERS PUB INC	Business Name (D/B/A): PEPPERS PUB INC
Individual or Sole Proprietor Applicant Name(s):	Physical Location: 20 WATER ST ELSWORTH, ME
Individual or Sole Proprietor Applicant Name(s):	Mailing address, if different:
Mailing address, if different from DBA address:	Email Address: jgpepperspub@aol.com
Telephone # Fax #: 207 460 9182	Business Telephone # Fax #: 207 460 9182
Federal Tax Identification Number: 04 3389488	Maine Seller Certificate # or Sales Tax #: 1101569
Retail Beverage Alcohol Dealers Permit:	Website address: N/A

1. New license or renewal of existing license? ☐ New Expected Start date: _____
☒ Renewal Expiration Date: **9/2/2020**

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

Food: **36,500.00** Beer, Wine or Spirits: **69,239.00** Guest Rooms: **N/A**

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

☒ Malt Liquor (beer) ☒ Wine ☒ Spirits

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

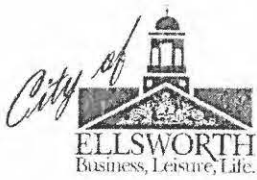
**This Application will Expire 60 Days from the date of
Municipal or County Approval unless submitted to the Bureau**

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.



Item # 12 (4)

City Clerk

1 City Hall Plaza • Ellsworth, ME 04605-1942

Phone (207) 669-6604 • Fax (207) 667-4908

hgrindle@ellsworthmaine.gov

thowes@ellsworthmaine.gov

mmonk@ellsworthmaine.gov

BUSINESS LICENSE APPLICATION

CUSTOMER #379

APPLICANT: TASTE OF JAMAICA

MAILING ADDRESS: GRIFFITHS GILMORE 17 CARLISLE STREET ELLSWORTH, ME 04605

MAP LOT: 138051000000

BUSINESS TELEPHONE:

FAX NUMBER:

EMAIL ADDRESS: shaneg2550@yahoo.com

NAME OF BUSINESS (DBA): TASTE OF JAMAICA

LOCATION OF BUSINESS: 190 STATE STREET

NUMBER OF EMPLOYEES:

NATURE OF BUSINESS: CLASS C

DESCRIPTION: FOOD ALCOHOL Public Hearing Notice Fee

PROPERTY OWNER: WALLACE KEVIN

BUSINESS OWNER: GRIFFITHS GILMORE PHONE NUMBER:

EMERGENCY CONTACT:

GILMORE GRIFFITHS: 207-992-7322

• • • • •

SIGNATURE:

DATE:

~~G. Campbell~~
4/27/20

LICENSE EFFECTIVE FROM:

EXPIRES: 07/31/2021

\$145.00 (24 fee + fee)
Bill # 865
Pd 5/12/2020
Ck # 124
CM - 7/20/2020
Pd 7/9 + 7/16
e-mailed: 5/12/2020

LICENSE TYPES

Class A Establishment

Designated as an establishment requiring a combination of any FOUR city licences.
(amusement, lodging, liquor, victualer's)
\$100.00

Class B Establishment

Designated as an establishment requiring a combination of any THREE city licences.
(amusement, lodging, liquor, victualer's)
\$85.00

Class C Establishment

Designated as an establishment requiring a combination of any TWO city licences.
(amusement, lodging, liquor, victualer's)
\$65.00 + \$80 PH fee = 145

Victualer's

Provider of food of any sort for public consumption either on or off premises for a fee.

\$35.00

Mobile Vending Units

Operation of any vehicle including a lunch wagon, a fixed mobile vending unit or reaming unit which is used for the sale of any prepared food. \$45.00

Amusement

Live music, dancing, entertainment, exhibition, performance, shows, diversions.
\$35.00

Lodging house

 New Renewal

Place providing sleeping accommodations with or without meals and charges a fee including but not limited to boarding houses, hotels, inns and motels.

\$30.00 + \$2.00/room

Liquor

Alcoholic beverages. All liquors but not limited to wine, beer or spirits, on and off premises consumption.

\$35.00

Arcade

Building or area containing pinball, video games, bagatelle games, pool and billiards.
12 devises or less \$20.00

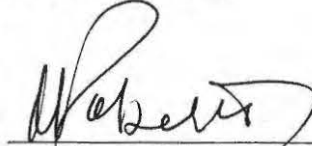
Over 12 / \$35.00

Special Amusement

Live music, dancing, entertainment, exhibition, and performances, shows and diversions that include the offering of alcoholic beverages.

\$35.00

APPROVED BY:



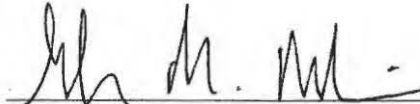
CODE ENFORCEMENT/HEALTH OFFICER

DATE: 6-17-2020



FIRE DEPARTMENT

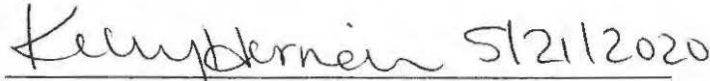
DATE: 6-17-2020



POLICE DEPARTMENT

DATE: 6/17/20

I hereby certify that all taxes and fees due the City of Ellsworth have/have not been paid in full.



CITY TREASURER/ TAX COLLECTOR

REMARKS:

APPROVAL CRITERIA

City officials, (Code enforcement officer, Fire Chief & Police Chief) shall cause inspections to be made and a written report forwarded to the licensing authority that the premises are in compliance with the following"

- A. Current zoning ordinance
- B. Current 101 life safety code
- C. Current fire prevention codes and ordinances
- D. Current electrical code
- E. Current building code
- F. Current plumbing and subsurface waste water disposal rules
- G. Current sewer/storm water ordinance

In its consideration to approve or deny said request, the city council shall determine that the applicant has: A) Obtained approval from appropriate city officials; B) Paid all arrearages of compliance with any requirements for obtaining the license or permit pursuant to this or any other ordinance and any state or federal law.



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

Application for an On-Premises License

All Questions Must Be Answered Completely. Please print legibly.

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

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

Legal Business Entity Applicant Name (corporation, LLC): Taste Jamaica LLC	Business Name (D/B/A): Taste Jamaica
Individual or Sole Proprietor Applicant Name(s):	Physical Location: 190 State Street
Individual or Sole Proprietor Applicant Name(s):	Mailing address, if different: Ellsworth, ME, 04605
Mailing address, if different from DBA address:	Email Address: Shaney2550@yahoo.com
Telephone # Fax #:	Business Telephone # Fax #: 207-412-2449
Federal Tax Identification Number: 81-1609392	Maine Seller Certificate # or Sales Tax #: 1201345
Retail Beverage Alcohol Dealers Permit:	Website address:

1. New license or renewal of existing license? ☐ New Expected Start date: _____
☒ Renewal Expiration Date: 9/5/20

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

Food: _____ Beer, Wine or Spirits: _____ Guest Rooms: _____

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

☒ Malt Liquor (beer) ☒ Wine ☐ Spirits

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.

EXPIRES: 04/30/2021

Class A Establishment
Designated as an establishment
requiring a combination of any
FOUR city licenses.
(amusement, lodging, liquor,
victualer's)

\$160.00

Class B Establishment
Designated as an establishment
requiring a combination of any
THREE city licenses.
(amusement, lodging, liquor,
victualer's)

\$85.00

Class C Establishment
Designated as an establishment
requiring a combination of any
TWO city licenses. (amusement,
lodging, liquor, victualer's)

\$65.00

Consumer Fireworks
Retail Sales License

\$500

Victualer's

Provider of food of any sort for
public consumption either on or
off premises for a fee. \$35.00

Mobile Vending Units

Operation of any vehicle,
including a lunch wagon, a fixed
mobile vending unit or roaming
unit which is used for the sale of
any prepared food. \$45.00

Amusement

Live music, dancing,
entertainment, exhibition,
performance, shows, diversions.

\$35.00

☒ Lodging House

New ☒ Renewal

Place providing sleeping
accommodations with or without
meals and charges a fee
including but not limited to
boarding houses, hotels, inns and
motel.

\$30.00 + 2.00/room

Liquor

Alcoholic beverages. All liquors
but not limited to wine, beer or
spirits, on and off premises
consumption

\$35.00

Arcade

Building or area containing
pinball, video games, bagatelle
games, pool and billiards
devices or less

26.00

over 12 \$35.00

Special Amusement

Live music, dancing,
entertainment, exhibition, and
performances, shows and
diversions that include the
offering of alcoholic beverages.

\$35.00

APPROVED BY:

Robert

CODE ENFORCEMENT/HEALTH OFFICER

DATE: 7-13-20

M. H. S.
FIRE DEPARTMENT

DATE: 7/13/2020

M. M. M.
POLICE DEPARTMENT

DATE: 7/13/20

I hereby certify that all taxes and fees due the City of
Ellsworth have/have not been paid in full.

Kelly Dervin 7/16/2020

CITY TREASURER/TAX COLLECTOR

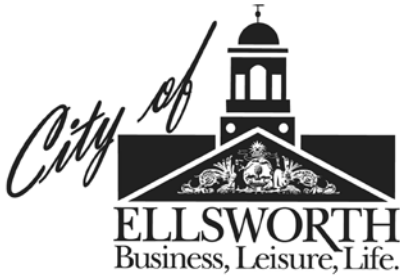
REMARKS:

APPROVAL CRITERIA

City Officials, (Code Enforcement Officer, Fire Chief & Police
Chief) shall cause inspections to be made and by signing above
confirm the premises are in compliance with the following:

- A. Current Land Use Ordinance
- B. Current 101 Life Safety Code
- C. Current Chapter 14 Fire Prevention Codes and Ordinances
- D. Current Chapter 59 Consumer Fireworks Sales License and
Commercial Outdoor Public Fireworks/Pyrotechnics Display
Ordinance.
- E. Current Electrical Code
- F. Current Building Code
- G. Current Plumbing and Subsurface Wastewater Disposal Rules
- H. Current Sewer/Storm Water Ordinance
- I. Current Maine State Food Code
- J. As a condition of approval, the Police and/or Fire Department
may require that Police and/or Fire personnel be present before,
during, or after the event, at the applicant's expense.

In its consideration to approve or deny said request, the City
Council shall determine that the applicant has: A.) Obtained
approval from appropriate city officials; B.) Paid all arrearages of
City taxes, fees or any other obligations owed to the City; C.) Is in
compliance with any requirements for obtaining the license or
permit pursuant to this or any other ordinance and any state or
federal law.



From the Desk of Chief Richard Tupper

1 City Hall Plaza ♦ Ellsworth, ME 04605-1942

Phone (207) 667-8666 ♦ Fax (207) 667-4902

www.ellsworthmaine.gov

MEMO

To: City Council
Cc: David Cole, City Manager
Heidi Grindle, City Clerk
From: Richard Tupper, Fire Chief
Date: 07-16-2020

Re: Revised Agreement for providing Fire and Emergency Services to Fletchers Landing Township

The City of Ellsworth has been contracted by the County of Hancock to provide response to structure fires for several years. I am able to find documentation as far back as 1989 but I believe an agreement has been on the record long before this.

The previous agreement has expired on June 30, 2020.

The County of Hancock seeks to renew the agreement which includes response for vehicle accidents, hazards in the road way, entrapment, leaking fuel or fluids, water/ice rescue, and confined space rescue.

In the previous agreement the City of Ellsworth was compensated \$15,000.00 annually. This amount was computed by taking the Ellsworth Fire Department's budget, divided by the population of the City of Ellsworth for a per capita cost, divided by 2, and multiplying by the population of Fletchers Landing Township, and rounding off. This same formula was used this time because we do not see a large number of responses or a large increase to that area. The agreement is for one year.

The County of Hancock would like to have the Ellsworth Fire Department provide non-transport First Responder EMS services in the future. An agreement, that would include non-transport EMS, has also been provided for your review that includes an additional \$2,500.00 for a total of \$17,500.00.

Our records indicate the fire department responded to Fletchers Landing Township 11 times in FY20 with 6 of those being EMS calls.

Suggested Motion: Move to approve the request of the Fire Chief to accept a revised agreement with the City of Ellsworth and the County of Hancock for providing Fletchers Landing Township fire protection and emergency services.

**HANCOCK COUNTY
FIRE PROTECTION
EMERGENCY RESPONSE SERVICE
AGREEMENT**

This agreement is entered into this 1st day of July, 2020 by and between the inhabitants of the Municipality of Ellsworth, a body politic and corporate, located at Ellsworth, County of Hancock, State of Maine, hereinafter referred to as "Ellsworth" and the County of Hancock, an organized county within the State of Maine, hereinafter referred to as "Hancock County".

WITNESSETH

Ellsworth and Hancock County, in consideration of the mutual covenants and stipulations set forth herein agree as follows;

ARTICLE ONE

In consideration of Seventeen Thousand, Five Hundred dollars and no cents (\$17,500.00) annual payment to be paid by Hancock County to the Municipality of Ellsworth, Ellsworth agrees to provide Hancock County with fire protection and Emergency Response Service from **July 1, 2020** through **June 30, 2021** in accordance with the terms and conditions set forth herein, for Fletcher's Landing Township. Service to the above described area shall be provided assuming the access roads are open and passable, for Fire Equipment. Hancock County will remit the annual payment to the City of Ellsworth after July 1 of each fiscal year but prior to July 30 of that fiscal year.

ARTICLE TWO

The purpose of this agreement is to enable Hancock County to acquire fire protection and emergency medical response, non-transport, service from the Municipality of Ellsworth for Fletcher's Landing Township. **This agreement includes structural fires and excludes incidents covered by Maine Forestry Service and/or Maine Department of Inland Fisheries and Wildlife, and excludes any other non-structural emergency not listed in Article Three.**

ARTICLE THREE

The City of Ellsworth shall only be dispatched the under the following criteria;

3.1 Structure fires or any fire that endangers a structure.

3.2 For personal injury accidents, emergency health issues, people entrapped or otherwise in danger of death or injury.

3.3 For leaking fuel or fluids.

3.4 For Traffic Hazards, (vehicles in the road, vehicle fires, incidents on bad corners with poor visibility) to secure the scene for public safety.

3.5 For people in the water, through the ice or at risk of cold related death or injury.

3.6 For high angle rescue, confined space rescue, extrication/entrapped (machinery non MVA).

3.7 This list is not all inclusive and at the best judgment of the dispatcher based on information provided at the time of the call.

3.8 The City of Ellsworth agrees to provide the County with a copy of incident reports for incidents that occur in Fletcher's Landing Township.

ARTICLE FOUR

Ellsworth shall provide Hancock County fire protection and emergency medical response, non-transport, service for Fletcher's Landing Township so long as the Ellsworth Municipal Fire Department is available to respond. Ellsworth shall provide Hancock County, Fletcher's Landing Township fire protection and emergency response services as stated, on a 24-hour basis.

ARTICLE FIVE

5.1 The City of Ellsworth shall provide the above Fire and Emergency Response services, when requested by any resident, part-time resident or other person located within Fletchers Landing Township, upon properly identifying themselves and providing incident information and location.

5.2 Hancock County will provide City of Ellsworth with a map of the areas to be serviced. The City of Ellsworth shall provide the necessary equipment and personnel to adequately provide emergency response as defined in ARTICLE FOUR.

5.3 The City of Ellsworth may recall equipment and personnel from an incident in Fletcher's Landing Township, if an incident occurs concurrently in the City of Ellsworth and the equipment and/or personnel are needed in the City of Ellsworth.

5.4 The Incident Commander shall have the authority to withdraw equipment and/or personnel in conformity with this contract.

5.5 The City of Ellsworth shall notify the State Fire Marshall's Office where appropriate including but not limited to arson fires.

ARTICLE SIX

6.1 The City of Ellsworth and Hancock County agree not to assign this contract, or any

- part herein, without the written consent of the other party;
- 6.2 Any assignment of this contract shall be in writing;
- 6.3 This contract shall not limit Hancock County from supplementing the above emergency response service with other equipment and/or personnel.

ARTICLE SEVEN

- 7.1 The City of Ellsworth or the County of Hancock may terminate this agreement at any time, with ninety (90) days written notice.

ARTICLE EIGHT

The City of Ellsworth shall provide the County with a Certificate of Insurance as a verification document of their general liability insurance coverage with Hancock County named as an Additional Insured on said policy.

IN WITNESS WHEREOF, the parties to this agreement have executed the same in triplicate on this ____ day of _____, ■■■ 2020 and hereunto set their hands.

CITY OF ELLSWORTH

By: _____
Ellsworth City Manager

Attest: _____
City Clerk

COUNTY OF HANCOCK

By: _____
Commissioner John Wombacher

Attest: _____
County Clerk

By: _____
Commissioner William Clark

Attest: _____
County Clerk

By: _____
Commissioner Antonio Blasi

Attest: _____
County Clerk

**HANCOCK COUNTY
FIRE PROTECTION
EMERGENCY RESPONSE SERVICE
AGREEMENT**

This agreement is entered into this 1st day of July ~~2019~~ 2020 by and between the inhabitants of the Municipality of Ellsworth, a body politic and corporate, located at Ellsworth, County of Hancock, State of Maine, hereinafter referred to as "Ellsworth" and the County of Hancock, an organized county within the State of Maine, hereinafter referred to as "Hancock County".

WITNESSETH

Ellsworth and Hancock County, in consideration of the mutual covenants and stipulations set forth herein agree as follows;

ARTICLE ONE

In consideration of Fifteen Thousand dollars and no cents (\$15,000.00) annual payment to be paid by Hancock County to the Municipality of Ellsworth, Ellsworth agrees to provide Hancock County with fire protection and Emergency Response Service from **July 1, [REDACTED] 2020** through **June 30, [REDACTED] 2020** in accordance with the terms and conditions set forth herein, for Fletcher's Landing Township. Service to the above described area shall be provided assuming the access roads are open and passable, for Fire Equipment. Hancock County will remit the annual payment to the City of Ellsworth after July 1 of each fiscal year but prior to July 30 of that fiscal year.

ARTICLE TWO

The purpose of this agreement is to enable Hancock County to acquire fire protection and emergency response service from the Municipality of Ellsworth for Fletcher's Landing Township. **This agreement includes structural fires and excludes incidents covered by Maine Forestry Service and/or Maine Department of Inland Fisheries and Wildlife, and excludes any other non-structural emergency not listed in Article Three.**

ARTICLE THREE

The City of Ellsworth shall only be dispatched the under the following criteria;

3.1 Structure fires or any fire that endangers a structure.

3.2 For personal injury accidents, emergency health issues, people entrapped or otherwise in danger of death or injury.

3.3 For leaking fuel or fluids.

3.4 For Traffic Hazards, (vehicles in the road, vehicle fires, incidents on bad corners with poor visibility) to secure the scene for public safety.

3.5 For people in the water, through the ice or at risk of cold related death or injury.

3.6 For high angle rescue, confined space rescue, extrication/entrapped (machinery non MVA).

3.7 This list is not all inclusive and at the best judgment of the dispatcher based on information provided at the time of the call.

3.8 The City of Ellsworth agrees to provide the County with a copy of incident reports for incidents that occur in Fletcher's Landing Township.

ARTICLE FOUR

Ellsworth shall provide Hancock County fire protection and emergency response service for Fletcher's Landing Township so long as the Ellsworth Municipal Fire Department is available to respond. Ellsworth shall provide Hancock County, Fletcher's Landing Township fire protection and emergency response services as stated, on a 24-hour basis.

ARTICLE FIVE

- 5.1 The City of Ellsworth shall provide the above Fire and Emergency Response services, when requested by any resident, part-time resident or other person located within Fletchers Landing Township, upon properly identifying themselves and providing incident information and location.
- 5.2 Hancock County will provide City of Ellsworth with a map of the areas to be serviced. The City of Ellsworth shall provide the necessary equipment and personnel to adequately provide emergency response as defined in ARTICLE FOUR.
- 5.3 The City of Ellsworth may recall equipment and personnel from an incident in Fletcher's Landing Township, if an incident occurs concurrently in the City of Ellsworth and the equipment and/or personnel are needed in the City of Ellsworth.
- 5.4 The Incident Commander shall have the authority to withdraw equipment and/or personnel in conformity with this contract.
- 5.5 The City of Ellsworth shall notify the State Fire Marshall's Office where appropriate including but not limited to arson fires.

ARTICLE SIX

- 6.1 The City of Ellsworth and Hancock County agree not to assign this contract, or any part herein, without the written consent of the other party;

6.2 Any assignment of this contract shall be in writing;

6.3 This contract shall not limit Hancock County from supplementing the above emergency response service with other equipment and/or personnel.

ARTICLE SEVEN

7.1 The City of Ellsworth or the County of Hancock may terminate this agreement at any time, with ninety (90) days written notice.

ARTICLE EIGHT

The City of Ellsworth shall provide the County with a Certificate of Insurance as a verification document of their general liability insurance coverage with Hancock County named as an Additional Insured on said policy.

IN WITNESS WHEREOF, the parties to this agreement have executed the same in triplicate on this ____ day of _____, ■■■ 2020 and hereunto set their hands.

CITY OF ELLSWORTH

By: _____
Ellsworth City Manager

Attest: _____
City Clerk

COUNTY OF HANCOCK

By: _____
Commissioner John Wombacher

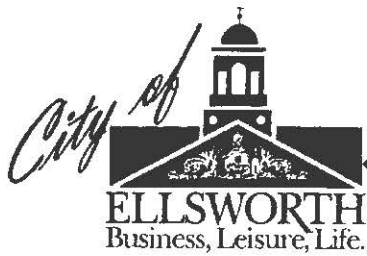
Attest: _____
County Clerk

By: _____
Commissioner William Clark

Attest: _____
County Clerk

By: _____
Commissioner Antonio Blasi

Attest: _____
County Clerk



Council order # 072004

Development Services Department
1 City Hall Plaza ♦ Ellsworth, ME 04605-1942
Phone (207) 669-6655
www.ellsworthmaine.gov

MEMO

To: City Council
From: Janna Richards, Director of Development Services
Cc: David Cole, City Manager
Date: July 15, 2020
Re: Request to approve and renew a Business-in-Residence Contract at URCI

In June 2019, the Council approved the acceptance of a three-year, \$125,000 grant from the Maine Technology Institute (MTI) to provide ongoing support for the Union River Center for Innovation (URCI), and to commit necessary in-kind and cash match (as presented in the grant agreement). The purpose of the MTI grant is to support and enhance programming at URCI, which includes two primary focus areas: (1) continuation of the Business-in-Residence/Entrepreneur-on-Site position (a position to be filled by an entrepreneur located at URCI, responsible for developing new entrepreneurial opportunities and supporting the growth of existing entrepreneurs in the URCI incubator program); and (2) transition to a professional, targeted marketing plan, which also includes business coaching and mentoring.

Last year, in July, the Council approved a one-year contract with Ms. Kathy Taylor, the Union River Center for Innovation's Business-in-Residence/Entrepreneur-on-Site. Ms. Taylor is one of the founders of an anchor tenant, GenoTyping Center of America, which is located at URCI. She also has a consulting business, Until Now Productions, which specializes in providing business coaching, networking, and mentoring services to startup businesses. Over the past year, Ms. Taylor has provided much needed administrative oversight of the center, as well as day-to-day support and targeted mentoring services to the entrepreneurs enrolled in URCI programming. Ms. Taylor has built and established relationships with the businesses and entrepreneurs in the incubator and affiliate programs at URCI, as well as with City staff. She has proven successful in mentoring the entrepreneurs on a daily basis, helping the entrepreneurs build their networks statewide, assisting the entrepreneurs in applying for and receiving grant funding, and in ensuring that financial and administrative oversight of URCI is handled appropriately, with direct communication with City staff. Therefore, City staff support the renewal of Ms. Kathy Taylor's contract to continue to operate as the Business-in-Residence/ Entrepreneur-on-Site at URCI. Accordingly, a contract with Kathy Taylor is attached. As such, I respectfully request the City Council to please consider authorizing the City Manager to approve and renew a Business-in-Residence Contract with Kathy Taylor of Until Now Productions for services at URCI.

Accordingly, the following motion is suggested:

Authorize the City Manager to renew and approve a Business-in-Residence Contract for services at the Union River Center for Innovation. This contract will be funded from the Maine Technology Institute grant, approved by Council on June 17, 2019.

AGREEMENT FOR SERVICES

Between UNTIL NOW PRODUCTIONS, and the City of Ellsworth

This Agreement made this _____ day of _____ 2020 between UNTIL NOW PRODUCTIONS, hereinafter referred to as "Contractor," and the City of Ellsworth, hereinafter referred to as "The City."

1. Scope of Services.

The City hereby contracts with the contractor to be the "Entrepreneur On-Site" at the Union River Center for Innovation (URCI), in order to attract new clients and to promote URCI, as well as assist existing entrepreneurs and tenants in URCI programming in areas such as ideation, product launch, business models, funding, talent acquisition, and technology. The contractor will also refer and connect clients to various organizations and agencies, both public and private. In addition, the contractor will coordinate and host educational/coaching sessions for URCI.

The Contractor's primary tasks include:

- A. Identify and seek clients while promoting URCI and URCI programming.
- B. Maintain a focus and commit to a practice of diversity and inclusion in service and programs through outreach efforts and networking at various community, regional and statewide events.
- C. Provide a minimum of 24 hours each week for Entrepreneur On-Site appointments and projects, including evenings.
- D. Intake, maintain, track and follow-up on all Entrepreneur On-Site appointments.
- E. Coordinate and provide marketing contractors with marketing materials for use on website, social media, etc.
- F. Coordinate with educational/coaching contractors to develop and execute educational and coaching workshops and meetings for URCI and the community.
- G. Document progress and process of entrepreneurs and clients and their ventures.
- H. Establish a relationship and collaborate with other local, regional, state, national, and global co-working spaces, incubators, accelerators, and other entrepreneurial support organizations to provide referrals for more specialized help for program clients.
- I. Coordinate and update leases for all incubators as well as private offices, and co-working space.
- J. Manage customer support systems such as: 800 number, website inquiries, email inquiries, payments, and site tours.
- K. Assist with coordination of URCI budget and finances with the City's Finance Department.
- L. Assist Director of Development Services with information to include in any grant applications related to URCI.

2. Compensation.

Contractor shall work a minimum of 24 hours per week. Compensation will be payable upon receipt of a monthly activity report, weekly timesheets, and a monthly invoice, at a rate of \$50 per hour. Mileage will be reimbursed at a rate of \$0.485 per mile for attendance at events where contractor will principally be representing the Union River Center for Innovation, subject to prior authorization by the Director of Development Services.

3. Reports.

The Contractor reports directly to the Director of Development Services and shall provide written or verbal progress reports as reasonably required by the Director of Development Services.

4. Disclaimer of Relationships.

Neither this Agreement nor any act of either the Contractor or the City shall be deemed or construed by any party to create any relationship of third-party beneficiary, or of principal agent, or of limited or general partnership or of joint venture of any other association or relationship except as provided herein.

5. Equal Employment Opportunity.

The Contractor will not discriminate against any applicant/project because of race, color, religion, sex, national origin, ancestry, age, or physical handicap.

6. Liability of Damages.

The City, its officers, agents, or employees, shall not in any manner be liable or responsible for any loss or damage due to the Contractor's work or to any part thereof; to any materials, building, equipment, or other property that may be used or employed therein, or placed on the work site during the progress of the work; for any injury done or damages or compensation required to be paid under any present or future law, to any person, whether an employee of the Contractor or otherwise; or any damage to any property occurring during or resulting from the work, provided however that such loss or damage is not occasioned by the action of the City, its officers, agents, or employees.

7. Insurance.

The Contractor shall carry an insurance policy providing complete broad form comprehensive general liability insurance including, but not limited to, manufacturer's and contractor's liability, independent contractor's liability, contractual liability, complete operations liability, and automobile insurance including hired and non-owned vehicles, insuring the Contractor and the City of Ellsworth, limits of which shall not be less than \$1,000,000 for combined bodily injury and property damage. All insurance policies shall be provided by an insurance company licensed to do business in the State of Maine. The City of Ellsworth shall be named as an additional insured with the Contractor under the insurance policies. The Contractor also shall carry adequate insurance to cover the risk and requirements specified under the Worker's Compensation Law of the State of Maine. The Contractor shall furnish evidence of its compliance with the provisions of this paragraph at the time of Contract signing. The policy shall provide that the City be given a minimum of thirty (30) days written notice regarding any change, cancellation, or lapse of such policy.

8. Indemnification.

The Contractor shall indemnify, defend, and hold harmless the City from and against all claims and actions, and all expenses and actions, and all expenses incidental to such claims or actions, based upon or arising out of damage to property or injuries to persons or other tortuous acts caused or contributed to by the Contractor or anyone acting under its direction or control or in its behalf in the course of its performance under this Contract, provided the Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability based upon the sole negligence of the City.

The Contractor hereby expressly agrees that it will defend, indemnify, and hold the City of Ellsworth harmless from and against all claims made or asserted by Contractor's agents, servants or employees arising out of Contractor's activities under this Contract. The indemnification provided under this

paragraph shall extend to and include any and all costs incurred by the City of Ellsworth to answer, investigate, defend, and settle all such claims, including but not limited to the City of Ellsworth's costs for attorney's fees, expert and other witness fees, the cost of investigators, and payment in full of any and all judgments rendered in favor of Contractor's agents, servants or employees against the City of Ellsworth in regard to claims made or asserted by such agents, servants or employees.

9. Compliance with Laws.

Contractor shall keep itself fully informed of all national and state laws and all municipal ordinance and regulations in any manner affecting the work or performance of this Contract or any extra work, and shall at all times observe and comply with such laws, ordinances, and regulations, whether or not such laws, ordinances, or regulations are mentioned herein, and shall indemnify the City, its officers, agents, and employees against any claim or liability arising from or based on the violation of any such laws, ordinances, or regulations.

10. Disagreements

To prevent all disputes or litigation, it is understood that all questions arising as to the proper performance and the amount of work to be paid under this Contract shall be the decision of the City Manager. The decision of the City Manager shall be final and conclusive unless, within ten (10) calendar days from the date of receipt of the decision, the Contractor mails or otherwise delivers a written appeal to the City Clerk for consideration by the City Council.

11. Non-Assignability and Termination of Contract

The Contract or any interest therein or part thereof, shall not be assigned, whether by operation of law or otherwise, or shall any part thereof be subcontracted, without prior written consent of the City. The City reserves the right to cancel or terminate the Contract at any time in case the Contractor fails or neglects to perform or adhere to any provisions, terms, or regulations of the Contract or fails to abide by any of the conditions or covenants herein contained.

12. Termination.

This agreement ends on June 30, 2021, or within 15 days of written notice, renewable annually subject to mutual agreement and funding availability.

Termination for Default: When the Contractor has not performed or has unsatisfactorily performed the Contract, the City may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of the City of Ellsworth. Failure on the part of a Contractor to fulfill contractual obligations shall be considered just cause for termination of the Contract. The Contractor will be paid work satisfactorily performed prior to termination less any excess costs incurred by the City in procuring and completing the work.

Termination for Convenience: The City of Ellsworth may terminate this Contract for convenience or for any reason that is in the best interest of the City. Terminations caused without fault of or for reasons beyond the control of the Contractor are Terminations for Convenience. The City will notify the Contractor of such terminations by sending a Notice of Termination for Convenience.

13. Waivers.

No party hereto shall be deemed to have waived any right, power, or privilege under this Contract or any provision thereof unless such waiver shall have been duly executed in writing and acknowledge by the party to be charged with such waiver. The failure of either party hereto to enforce at any time any of

the provisions of this Contract or any part hereof, shall not be deemed to waive the right of either party to thereafter enforce each and every such provision. No waiver of any breach of this Contract shall be held to be a waiver of any other subsequent breach. All remedies afforded in this Contract shall be not held to be a waiver of any other or subsequent breach. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by the law.

14. Integration.

This Contract, Request for Proposals, Submitted Proposal by the Contractor set forth the entire agreement and understanding between the parties hereto as the subject matter of this Contract and merge and shall supersede all prior agreements, commitments, representations, writings, and discussions between them, and neither of the parties shall be bound by any obligations, conditions, warranties, or representations with respect to the subject matter of this Contract, other than as expressly provided in this Contract or as duly set forth on or subsequent to the date hereof in writing and signed by the proper and duly authorized representative of the party bound thereby.

15. Invalidity of Contract Provisions.

If any term or provision of this Contract or the application thereof to any person or circumstance is hereafter determined by a court of competent jurisdiction to be to any extent, invalid, or unenforceable, the remainder of this Contract or the application of such terms and provisions to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected hereby and such terms and provisions of this Contract shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereunder duly authorized have executed and delivered this Agreement as of the date first above written.

WITNESS

City of Ellsworth

Name

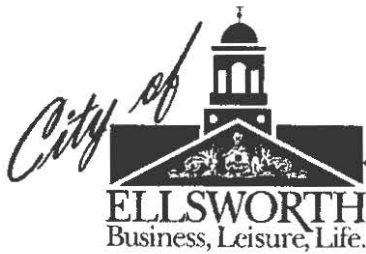
David A. Cole
City Manager

WITNESS

CONTRACTOR

Date

Kathy Taylor
UNTIL NOW PRODUCTIONS
TAX ID#



Council order # 072005

Development Services Department

1 City Hall Plaza • Ellsworth, ME 04605-1942

Phone (207) 669-6655

www.ellsworthmaine.gov

MEMO

To: City Council
From: Janna Richards, Director of Development Services
Cc: David Cole, City Manager
Date: July 15, 2020
Re: Request to approve and renew a professional services agreement for marketing at URCI

In June 2019, the Council approved the acceptance of a three-year, \$125,000 grant from the Maine Technology Institute (MTI) to provide ongoing support for the Union River Center for Innovation (URCI), and to commit necessary in-kind and cash match (as presented in the grant agreement). The purpose of the MTI grant is to support and enhance programming at URCI, which includes two primary focus areas: (1) continuation of the Business-in-Residence/Entrepreneur-on-Site position (a position to be filled by an entrepreneur located at URCI, responsible for developing new entrepreneurial opportunities and supporting the growth of existing entrepreneurs in the URCI incubator program); and (2) transition to a professional, targeted marketing plan, which also includes business coaching and mentoring.

Last year, in July, the Council approved a one-year contract with Pulse Marketing to provide professional marketing services at URCI. In that one year, Pulse Marketing developed and revamped the Center's website; significantly improved and managed the Center's social media accounts; developed full, one-page advertisements in the Bangor Daily News; coordinated business coaching services for the tenants at the Center; and organized and managed the DREAM series of public education workshops, which are open and free to all businesses and entrepreneurs in the greater Ellsworth area. Positive reports from the Center's existing tenants, as well as an uptick in social media engagements and new leads at the Center, demonstrate that Pulse's professional marketing services are making a positive impact on the Center and its plan for the future. Therefore, I respectfully request that the Council please consider authorizing the City Manager to approve and renew a one-year professional services agreement for marketing with Pulse Marketing at URCI for a cost of \$18,480.

Accordingly, the following motion is suggested:

Authorize the City Manager to approve a Services Agreement with Pulse Marketing at the Union River Center for Innovation for \$18,480. This agreement will be funded from the Maine Technology Institute grant, approved by Council on June 17, 2019.



July 1, 2020

Dear URCI Team,

On behalf of Pulse Marketing Agency, I would like to thank you for the opportunity to offer this proposal of services for Union River Center for Innovation (URCI).

If you decide to award Pulse Marketing Agency with this contract, your goals and expectations will be met— that is my pledge to you. The following pages contain a detailed outline of suggested marketing campaigns and trainings, including investment costs. Please contact me at camoroso@pulsemarketingagency.com or at (207) 947-9333 (ext. 9513) if you have any questions. I look forward to hearing from you soon.

Kind regards,

A handwritten signature in black ink, appearing to read "Camden Amoroso".

Camden Amoroso
Business Growth Executive
Pulse Marketing Agency

*Note that throughout this proposal, Pulse Marketing Agency will be referred to both as Pulse and The Agency. The Union River Center for Innovation will be referred to both by its initials (URCI) and as The Client.

Our Approach

Below is a list of marketing deliverables, which will be delivered to you upon bestowment of a formal contract –

Monthly Marketing Resources

Pulse will create one (1) digital resource per month to help tell the story of the Union River Center for Innovation and the companies in its incubator program. Monthly resources will rotate between case studies, blogs, infographics, press releases and short videos. The goal of creating these monthly resources is to increase brand credibility, highlight the incubator program and co-working space as well as exhibit the existing tenants' success stories and capabilities to potential investors. Resources will help generate new inquiries and increase the Union River Center for Innovation's organic search ranking.

Estimated Cost: \$6,600.00; equivalent to 5 labor hours per month at \$110/hour (12 months total).

Social Media Management

Pulse will manage the Union River Center for Innovation's social media presence, implementing posts weekly. The goal of managing the Union River Center for Innovation's social media channels is to expand their digital identity in the community, drive qualified traffic to their website, as well as increase followers and public knowledge of the incubator program and coworking space. Our social media package includes the following services –

- Management of profiles for the Union River Center for Innovation on the following social media services:
 - Facebook
 - Twitter
 - Instagram
 - LinkedIn
- Implementation of an editorial calendar. The Union River Center for Innovation will review the editorial calendar prior to implementation bi-weekly.
- Pulse will post three (3) times per week on Facebook and Twitter.
- Pulse will post to Instagram and LinkedIn once per week.
- Boosted posts based on targeted audiences and popular posts from the week prior.
- Creation of graphics that are relevant to posting materials.
- Ability to create promotions, polls, and advertisements on any of the above listed channels (advertisement fees will be billed separately).
- Establishment of a schedule and frequency of social media management. The Union River Center for Innovation can change active months for management, if necessary. Any adjustment to months involved will alter estimated cost.
- Responding to user comments.
- Monthly reporting based on social media performance as well as recommendations on potential optimizations. Performance will be determined by overall engagement of posts (i.e. likes, comments, and shares) and estimated reach.



Estimated Cost: \$3,960.00; equivalent to 3 labor hours at \$110/hour per month (12 months total). This estimated cost does not include Facebook advertising budget. The Agency recommends an advertising budget of \$20 per week for boosted posts (not included in the above quote).

Monthly Custom Coaching Sessions

Marketing, Management & Leadership & Financial Planning Sessions

Pulse Academy, the specialized training division of Pulse Marketing Agency, works with local professionals to develop and facilitate training solutions for organizations in a variety of industries. Union River Center of Innovation tenants in the incubator program will receive one hour of dedicated, individual coaching during ten (10) months (one [1] month will be complimentary)* from experts in marketing, management & leadership, and financial planning. Pulse has assembled the following group of professionals to deliver this custom coaching package –

Marketing | The Pulse Marketing Team

The Pulse team has thorough knowledge of current marketing trends and industry best practices, providing our clients with a competitive advantage. Our team regularly attends digital and in-person professional development courses to stay up-to-date on marketing strategies, software, and technology. Our staff is cross-trained in all facets of services we offer and can provide tenants insight into maintaining their digital presence as well as digital advertising, social media, and content creation best practices. Pulse will rotate between the following topics (adjustments can be made to proposed topics if needed) –

Team Member	Proposed Topics
Chris Green; Senior Marketing Manager	Free Marketing Channels; Google MyBusiness, online listings, reviewing Google Analytics & setting up your profiles (social included).
Colleen Cropley; Marketing Manager	Social Media Overview; how to setup campaigns, posting ideas & how to write engaging posts.
Cam Amoroso; Business Growth Executive	Digital Advertising; how to setup a Google Ad campaign, measure success & other avenues to consider.
Ally Scott; Senior Marketing Manager	Inbound Marketing (Blogs & SEO); how to write with SEO in mind & importance of inbound marketing materials for startups

**One (1) marketing seminar will be provided to URCI for free. This complimentary seminar carries over from the 2019 -20 contract.*

Management & Leadership | David Green, Executive Coach & Consultant at WardGreen Group

David Green is Co-Owner of the WardGreen Group, a Bangor based training, management consulting and coaching business. David focuses on executive coaching, leadership development and facilitation.

People who have worked with David say his unique talents include: seeing possibilities and opportunities that others don't see, finding ways to overcome what seem like impossible obstacles, and leading teams to achieve what hasn't been done before. Another (possibly) lesser unique feature is his Scottish accent.



Prior to starting WardGreen Group with Ginger in 2005 David spent 25 years working for Nortel Networks in a variety of roles including engineering, operations, project management, organizational development and business process re-engineering. Nortel was an international company and the scope of many projects reflected this.

David staffs annually at The Power Lab, one of the world's most impactful leadership development programs, held at Cape Cod.

David has a degree in Production Engineering from Napier University in Edinburgh, Scotland, has a Certificate in Organizational Development from the NTL Institute, is a Certified Executive Leadership Coach and Certified Life Coach. He is certified in the Leadership Circle Profile™ (a 360 degree leadership assessment), the Leadership Circle Culture Survey, Myers Briggs Type Indicator, FIRO-B, Personality Dimensions and The Organization Workshop and has been trained in the Immunity-To-Change™ process for individuals and teams, and graduated from the 30 week ITC Coach Training Program.

LinkedIn Profile: <https://www.linkedin.com/in/david-green-b7979a1>

Management & Leadership | Ginger Ward-Green, Human Resources Consultant & Coach at WardGreen Group

Ginger Ward-Green co-owns the WardGreen Group, a Bangor based training, management consulting and coaching business.

Her interest in "the way people and organizations work" started many years ago when she was hired as a Training Associate at UNUM, down in Portland. Ginger eventually ran UNUM's training and development department before moving on to run her own small business doing organization development work, first in Canada, then in the Dallas area, and finally here, after moving back to Bangor in 2005.

With over 25 years in the "people development business", she is an experienced trainer, facilitator and coach and has worked with individuals and groups on many different issues related to improving individual and organizational effectiveness. She is especially interested in helping people develop confidence and skills related to leadership, team effectiveness, managing conflict and change, and managerial courage.

Ginger is a Master Life Coach certified with the Martha Beck Institute, a certified trainer of Power & System's Organization Workshop simulation and a long-standing member of the NTL Institute.

Ginger is also certified to:

Administer the Myers-Briggs Type Indicator (MBTI) and the Murphy- Meisgeier Type Indicator (MBTI for children and adolescents)

Administer the Fundamental Interpersonal Relationships Orientation – Behavior (FIRO B) assessment

LinkedIn Profile: <https://www.linkedin.com/in/ginger-ward-green-2a76a44>



Financial Planning | TBD

Below is a list of potential financial planners and firms to consider for upcoming seminars.

Firms	Website Email
Ellsworth Advisors	www.ellsworthadvisors.com
Gibson Financial Solutions	www.gibsonfinancialsolutions.com
John Simpson (CFO, CEO Retired)	hesjis@msn.com umaine.foundation.org/john-i-simpson-appointed-as-honorary-member/

Pulse has yet to reach out to these entities and will not pursue opportunities until the Union River Center for Innovation approves.

Proposed coaching schedule for incubator tenants of the Union River Center for Innovation (TBD).

Estimated Cost: \$7,920.00; equivalent to 8 labor hours per month for the one-on-one sessions. The seminars are being provided by the coaches as an added service at no extra cost, a value of \$1,980.00. This proposal assumes seminars/coaching will take place over ten (10) months; one (1) month will be provided to URCI for free as it carries over from the 2019-20 contract.

Added Value: BDN Entrepreneurship Sponsorship

The Bangor Daily News, sister company of Pulse Marketing Agency, is happy to provide an in-kind sponsorship value of \$16,800.00 for the year of 2020/21. Pulse suggests using these funds for 4 full page advertorial/ads, one per quarter, highlighting the success stories of Union River Center for Innovation.

Costs & Payment Methods

Below is a cost estimate of marketing deliverables, excluding Facebook ad budget –

Monthly Marketing Resources	\$6,600.00
Social Media Management	\$3,960.00
Seminar/Coaching Sessions	\$7,920.00

Total Cost: \$18,480.00

The Agency requests a down payment of \$1,980.00 to begin working on the project. The remaining balance of \$16,500.00 can be divided into eleven equal payments of \$1,500.00.

This payment plan shall in no way be construed as a retainer arrangement. Any services that The Client requests which are not explicitly outlined in this contract shall incur an additional fee. Furthermore, The Client acknowledges that the nature of this payment arrangement requires that payment be made by the specified due date each month. Failure to submit payments on time will automatically void The Client's payment plan, resulting in the full balance for all contracted services being due at that time. Payment for

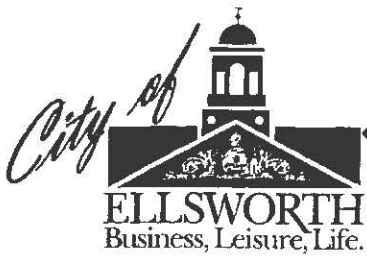




the services outlined in this contract shall in no way be contingent on the delivery of additional services by The Agency. Past due invoices accrue a 1.5% monthly fee.

By the end of the project, if The Agency is able to deliver all assets below the estimated cost, The Client will be reimbursed any unused funds, or the amount will be deducted from the final invoice. Should the project require more work-hours than originally estimated (usually due to change of scope), The Agency will notify The Client of additional cost estimates and updated completion date before proceeding.





Council Order # 072006

Development Services Department
1 City Hall Plaza ♦ Ellsworth, ME 04605-1942
Phone (207) 669-6655
www.ellsworthmaine.gov

MEMO

To: City Council
From: Janna Richards, Development Services Director
Cc: David Cole, City Manager
Date: July 15, 2020
Re: Request to accept grant funding from the Keep ME Healthy Program

The City of Ellsworth has been awarded a \$25,372 grant from the State's Department of Health and Human Services "Keep Maine Healthy 2020 Municipal COVID-19 Awareness Campaign".

Prevention activities to be funded through this grant were broken down into three categories: Public Education Activities, Physical Distancing and Public Health Support, and Local Business Assistance. After discussions with staff and the City Manager, the City's application included activities that fall under the Public Education and Physical Distancing and Public Health Support categories.

Public Education activities that were written into the grant include the creation and distribution of a COVID-19 informational rack card to be disbursed by the City, the Chamber of Commerce, and local businesses. The target market of this rack card is primarily visitors and guests to the City. The creation of an educational campaign to promote safety and civility amongst residents, business owners, employees, and visitors/guests using the City's local media sources was also included in the grant application. A working group has been created to develop and implement the components of this campaign.

Physical Distancing and Public Health Support activities that were written into the grant include obtaining more PPE for City staff and public use, a cleaning contract for the restrooms at Harbor Park and the playground at Knowlton Park, and an upgrade to "no-touch" toilets and sinks at Knowlton Park.

A total budget of \$25,372 was requested for these activities and the City has received a preliminary award for this amount. A more detailed budget was submitted to the State and the City is waiting to receive full approval at this time. Attached to this memo is the preliminary award letter. There may be opportunities to expand upon the activities listed above and the potential to utilize some of the dollars that the Council re-allocated toward COVID-19 relief at their meeting in April (\$20,000) toward these activities if necessary.

I respectfully request that the City Council consider authorizing the City Manager to accept a grant in the amount of \$25,372 from the State of Maine Department of Health and Human Services "Keep Maine Healthy 2020 Municipal COVID-19 Awareness Campaign".

Accordingly, the following motion is suggested:

Authorize the City Manager to accept a \$25,372 grant from the State of Maine Department of Health and Human Services "Keep Maine Healthy 2020 Municipal COVID-19 Awareness Campaign" to fund public education and physical distancing and public health support activities.

Janet T. Mills
Governor

Jeanne M. Lambrew, Ph.D.
Commissioner



Maine Department of Health and Human Services
Maine Center for Disease Control and Prevention
11 State House Station
286 Water Street
Augusta, Maine 04333-0011
Tel; (207) 287-8016; Fax (207) 287-9058
TTY: Dial 711 (Maine Relay)

Keep Maine Healthy
2020 Municipal COVID-19 Awareness Campaign
Financial Assistance Available for Maine Municipalities and Tribal Governments to Help Keep Maine Residents and Visitors Safe This Summer and Fall

Funding Period: June 8 – October 31, 2020

Applications must be Submitted to Maine CDC by Monday, June 22, 2020

Municipalities and Tribal governments are best positioned to create local education and prevention plans to encourage Maine businesses, residents and summer visitors to follow best practices to prevent the spread of the Coronavirus and COVID-19 infections during the reopening of the State's economy and as we resume many recreational activities quintessential to the Maine experience.

As part of the Keep Maine Healthy initiative, the Department of Health and Human Services (DHHS) has created the 2020 Municipal COVID-19 Awareness Campaign to encourage municipalities and Tribes to implement their own COVID-19 prevention, education and protection plans in partnership with DHHS. Municipalities and Tribal governments that submit plans approved by DHHS will be reimbursed for costs associated with approved public health education and prevention activities during the funding period from June 8 through October 31, 2020. Costs incurred between June 8 – June 30 that are directly attributed to this education and prevention campaign will be considered for plan inclusion and reimbursement; however, reimbursement is not guaranteed until the application is approved by the CDC.

Maine's public health agency within DHHS, the Maine Center for Disease Control & Prevention (CDC) will oversee this initiative. Applications must be submitted to CDC by **Monday June 22, 2020**. You can email the completed Application to michael.abbott@maine.gov. Or, if you wish to send a paper version of this Application, please mail to:

Michael Abbott P.E., C.G., Interim Associate Director
Division of Environmental & Community Health
Maine CDC
286 Water Street
Augusta, ME 04333

Who is eligible to apply for funding? All municipal and Tribal governments in Maine are eligible to apply for available funding using this Application. Municipalities or Tribal governments who wish to partner with community organizations, including visitor centers, public health groups, or chambers of commerce, to implement approved prevention and education activities will be allowed to subcontract.

How much funding is available for each municipality or Tribe? The amount of funding available for reimbursement to each municipality or Tribe will be based on the plans and budgets they request, subject to limits. Such limits will be based on whether proposed expenditures are consistent with this initiative as well as

factors such as the year-round population combined with an estimate of the increase in population during the peak of the summer tourist season, as this number will influence the amount of work needed to complete the tasks involved in COVID-19 prevention activities.

What kinds of prevention activities should be included in the plan? Local prevention and education plans should include a point of contact for the municipality or Tribal government and one or more of the following:

- Public education activities: This could include printing and posting of existing State or national COVID-19 prevention information and/or developing local educational activities that are consistent with CDC guidelines. Costs eligible for reimbursement would include staff time for planning and education activities and costs for signage, materials, website development, brochures and mailing.
- Physical distancing and public health support: This could include fences, tape, and signage for physical distancing in public spaces and closed streets; hiring or reassigning staff to limit crowds in front of restaurants, bars, beaches and other sites; new traffic pattern signage and education; purchases of personal protective equipment and hand sanitizer to be made available for staff, visitors, and for use at public locations; and extra cleaning supplies and additional staff time required for enhanced cleaning and management of public spaces and restroom facilities.
- Local business assistance: This includes staff time for a Code Enforcement Officer, Local Health Officer, local law enforcement, or other person designated by the municipality or Tribe to be the local contact for educating of local businesses on best practices. This may include following up on public complaints and, for certain cases, providing information to State officials when there is a potential public health violation that cannot be quickly resolved through educating the business or individual.

What project expenses are not eligible for reimbursement? Work performed outside of the funding period (June 8 – October 31, 2020) is not eligible for reimbursement. However, salaries for staff already hired or redeployed and working on eligible activities can be paid with these funds for the duration of the state contract. Costs incurred between June 8 – June 30 that are directly attributed to this education and prevention campaign will be considered for plan inclusion and reimbursement; however, reimbursement is not guaranteed until the application is approved by the CDC.

Municipal and Tribal governments may not submit allowable expenditures for reimbursement under this program that are, or may, also be eligible for reimbursement from any other available federal or other public funding source for COVID-19 relief that is now, or that becomes available during the term of this Agreement, including, but not limited to the Federal Emergency Management Agency (FEMA), the Centers for Disease Control (CDC), Health and Human Services including Medicaid and Medicare, Treasury or the Small Business Administration until application has been made for such other funding and been disallowed or paid only in part. If an allowable expenditure is denied or covered only in part by such alternate relief funding source, the expenditure or remainder will be allowed under this Agreement during the period of reimbursement in which the denial or partial payment decision is received, subject to the statutes, rules and guidance for the alternate funding source. For example, at this time, FEMA reimbursement is for 75% of allowable costs, but the 25% State or local match cannot be made up from other federal funds.

How will the CDC determine which municipalities and Tribal governments will be approved? Each Application will be reviewed for completeness and a determination that the proposed activities and budgets are consistent with the goals of this program as outlined above.

When will the approved applications be announced? Funding recipients will be informed on or before June 30, 2020. Cost settled contracts will be awarded to all approved municipalities and Tribal governments. Upon

award, the Department will begin working with the awarded entity to establish contracts and to finalize budgets based upon the award amount. Contracts will include reporting requirements and the mechanism for reimbursement of expenses. Contract budgets, which will include subcontractors, will be reviewed for allowable expenses.

Are there specific requirements in place for the administration of these grants? This grant is being issued under the Corona Virus Relief Fund (CRF), CFDA # 21.019; therefore, the Federal Uniform Guidance 2 CFR 200 applies to the administration of these grant funds. Specifically, award recipients (municipal and Tribal governments) and sub-recipients (your community partners) must adhere to all applicable federal requirements, including Office of Management Budget (OMB) guidance: Title 2 C.F.R. subtitle A, Chapter II, Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. §200). Due to the nature of these grants, it is almost certain that you will be considered a sub-recipient of the State. Additionally, if you enlist the aid of your local partners, you may be creating additional subrecipient relationships. Please be especially mindful of the “sub-recipient” requirements set forth in 2 CFR 200.330 and 2 CFR 200.331.

Thank you for your interest in 2020 Municipal COVID-19 Awareness Campaign to protect public health. Actions taken by municipal and tribal representatives will greatly aid the State in our efforts to prevent the spread of the Coronavirus and COVID-19 infections in Maine. Please complete the Application below, including a project narrative and a budget detailing anticipated expenses for the activities indicated, as well as anticipated subcontracts and related expenses and a vendor form (if you are not already an approved vendor). If you need additional information or have questions about this Application, please contact Michael Abbott at 207-287-5684 or 207-592-2174 (mobile). Or, send your questions via email to michael.abbott@maine.gov.

2020 Municipal COVID-19 Awareness Campaign APPLICATION

Please complete this form and return to the CDC no later than **June 22, 2020**. Applications received after this date will not be eligible for funding.

Contact Information for Municipality or Tribe

Name of Municipality or Tribe:

County:

City of Ellsworth

Hancock

Population (Year-round):

8,000

Estimated Summer Peak Population:

12,000

Municipal or Tribal Representative, Name:

David Cole

Title:

City Manager

Mailing Address (Street or Box #):

1 City Hall Plaza

City:

Ellsworth

State:

ME

Zip Code:

04605

Phone:

207-951-6576

Email:

dcole@ellsworthmaine.gov

Municipality or Tribe public health protection plan will include the following activities (check all boxes that apply):

Public Education

- ☐ Print and post COVID-19 Educational Signs
- ☒ Create and distribute COVID-19 Informational Brochures
- ☐ Provide educational campaign on local social media platforms
- ☐ Develop training events for local businesses (online or in person)
- ☐ Develop educational pages on Municipality or Tribe website
- ☒ Other similar items (please describe in one sentence or less):

Create educational campaign using local media sources.

Physical Distancing and Public Health Support

- ☐ Post signs and install physical barriers to limit congregation, encourage social distancing
- ☐ Close streets to expand outdoor dining and pedestrian opportunities
- ☐ Provide staff to control congregations in front of restaurants, bars, at beaches and parks
- ☒ Provide personal protective equipment (PPE) and hand sanitizer for staff and public use
- ☒ Increase sanitization of public spaces, including benches, picnic tables, public restrooms
- ☐ Other similar items (please describe in one sentence or less):

Create educational campaign using local media sources.

Local Business Assistance

- ☐ Provide Local Health Officer, Code Enforcement Officer and/or other designee of Municipality or Tribe to act as contact for educating local businesses and individuals on best practices. Duties to include the following:
 - Provide proactive education and training to areas businesses on compliance with best public health practices and DECD check-list guidance
 - Follow up on complaints received by Municipality, Tribe or State licensing agency. This will include contacting or visiting the business or individual and educating them on COVID-19 guidance
 - Report public health violations to appropriate State licensing agency
 - Refer criminal activity to local law enforcement.

Resource Name and Contact Information (include phone number and email address):

-
- ☐ Other similar items (please describe in one sentence or less):

Create educational campaign using local media sources.

Provide a brief 1-page narrative describing additional public health activities unique to the Municipality or Tribe (e.g., name specific parks, beaches, recreational areas or other public spaces that will be included in plan).

Also include, within the narrative, an explanation for each item selected that describes how the costs were determined and will be tracked.

Budget

Complete the attached budget detailing anticipated expenses for the activities indicated in the plan. This should include anticipated subcontracts and related expenses.

Municipalities are responsible for promptly submitting revised budgets for approval should there be any deviation of planned activities or identified subcontracts. Reimbursement of expenses will not be approved unless they correspond to the submitted, approved budget.

NOTE: If a municipality intends to subcontract with an organization, then the organization needs to be identified and the contracting vehicle must be submitted to the Department. If a subcontract is for \$25,000 or more of the requested funding, then the organization receiving the subcontract must also submit a budget for the Department's approval.

City of Ellsworth Keep Maine Healthy Initiative Funding Application - Narrative

Public Education:

1. Create and distribute COVID-19 informational brochures -

The City of Ellsworth and the Ellsworth Area Chamber of Commerce will work with a local printer to design and print rack cards. These cards will include Ellsworth COVID-19 information, such as where medical assistance can be attained; what our City, businesses, and other community entities are doing to keep our residents and visitors safe; and what we would like our residents and visitors to do in order to keep our community safe. The rack cards will be placed at City buildings, at the Chamber's Visitor's Center, and distributed to all local businesses to be placed in customer's bags and on counters.

The budget for this item is based on a quote from Full Circle Printing, a local print shop, for 1,000 cards, plus design work. A line item in the City's budget will be created for COVID public education related expenses and expenditures/invoices will be tracked through the City's Finance Department system (MUNIS).

2. Create educational campaign using local media sources –

The City and partnering organizations will create a "Welcome to Ellsworth" public service announcement/educational marketing campaign to promote civility and safety amongst our residents, business owners/employees, and visitors/guests. A working group will be tasked with creating the campaign's components and will work with local media sources, such as the local radio station and newspaper, to promote the campaign.

The budget for this item is based on quotes from Star 97.7, the City's local radio station, and The Ellsworth American, the City's local newspaper. A line item in the City's budget will be created for COVID public education related expenses and expenditures/invoices will be tracked through the City's Finance Department system (MUNIS).

Physical Distancing and Public Health Support:

1. Provide personal protective equipment (PPE) and hand sanitizer for staff and public use –

The City would like to obtain more PPE for staff and the public's use. We will be creating hand sanitizing stations at all of our public buildings, and will also include these at public spaces such as our parks. We will purchase hand sanitizer refills for the stations and for our dispensers. We would also like to provide masks to those entering our public buildings to either do business or attend a public meeting. For local businesses having difficulty acquiring PPE, the City created a program to donate PPE to these establishments. Our greatest request has been for hand sanitizer, so we would like to replenish the stock for this program in addition to the hand sanitizer stock for City staff and the public who enter our buildings and public spaces.


The budget for PPE is based on prices from vendors the City has been ordering from to acquire necessary PPE since March. A line item in the City's budget will be created for COVID PPE related expenses and expenditures/invoices will be tracked through the City's Finance Department system (MUNIS).

2. Increase sanitization of public spaces, including benches, picnic tables, public restrooms –

The City currently contracts with a cleaning company to clean the public restrooms at Knowlton Park once per day. We are not asking for funds to go toward that already budgeted expense; however, to safely open the playground at this park, the City would like to expand upon the bathroom cleaning contract to include playground sanitization once per day for the rest of the season (mid-October). Also, to increase sanitization in the Knowlton Park public restrooms, the City is considering converting the toilets to auto-flush and the sinks to non-touch.

The City's Harbor Park public restrooms are typically serviced by the Public Works staff (including the Harbormaster). While staff are able to provide a minimal level of cleanliness in these public restrooms, the City would like to significantly increase the level of sanitization of these overly used facilities by contracting with a cleaning company to fully sanitize the public restrooms at Harbor Park once per day.

The budget to increase sanitization of the playground at Knowlton Park and the restrooms at Harbor Park is based on quotes from the cleaning company the City currently contracts with to clean the public restroom at Knowlton Park. The budget to convert to auto-flushing toilets and non-touch sinks at Knowlton Park come from local contractors who would purchase and install the fixtures. A line item in the City's budget will be created for COVID sanitization related expenses and expenditures/invoices will be tracked through the City's Finance Department system (MUNIS).

Maine Department of Health and Human Services 		AGENCY NAME: City of Ellsworth				
		PROGRAM NAME:				
		AGREEMENT START DATE:				
		AGREEMENT END DATE:				
		DHHS AGREEMENT#:				
EXPENSE SUMMARY						
LINE	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5	
1	EXPENSES	TOTAL PROGRAMS (this agreement)	Public Education	Physical Distancing and Public Health Support	Local Business Assistance	
2						
3	PERSONNEL EXPENSES					
4	SALARIES/WAGES					
5	FRINGE BENEFITS					
6	THIRD PARTY IN-KIND (Match Only)					
7	TOTAL PERSONNEL EXPENSES					
8	CAPITAL EQUIPMENT PURCHASES					
9	SUB-RECIPIENT AWARDS					
10	ALL OTHER EXPENSES					
11	OCCUPANCY - DEPRECIATION					
12	OCCUPANCY - INTEREST					
13	OCCUPANCY - RENT					
14	UTILITIES/HEAT					
15	TELEPHONE					
16	MAINTENANCE/MINOR REPAIRS					
17	BONDING/INSURANCE					
18	EQUIPMENT RENTAL/LEASE					
19	MATERIALS/SUPPLIES	5,452	252	5,200		
20	DEPRECIATION (Non-Occupancy)					
21	CLIENT-RELATED TRAVEL					
22	OTHER TRAVEL					
23	CONSULTANTS - DIRECT SERVICE	19,920	5,920	14,000		
24	CONSULTANTS - OTHER					
25	INDEPENDENT PUBLIC ACCOUNTANTS					
26	TECHNOLOGY SERVICES/SOFTWARE					
27	THIRD PARTY IN-KIND (Match Only)					
28	SERVICE PROVIDER TAX					
29	TRAINING/EDUCATION					
30	MISCELLANEOUS					
31						
32	SUBTOTAL - ALL OTHER EXPENSES	25,372	6,172	19,200		
33	INDIRECT Costs					
34	TOTAL ALL OTHER EXPENSES (Lines 32, 33)	25,372	6,172	19,200		
35	TOTAL EXPENSES (Lines 7, 8, 9, 34)	25,372	6,172	19,200		

Janet T. Mills
Governor

Jeanne M. Lambrew, Ph.D.
Commissioner



Maine Department of Health and Human Services
Division of Contract Management
11 State House Station
109 Capitol Street
Augusta, Maine 04333-0011
Tel.: (207) 287-3707; Fax: (207) 287-5031
TTY: Dial 711 (Maine Relay)

June 26, 2020

Via Electronic Mail: dcole@ellsworthmaine.gov

City of Ellsworth
David Cole
1 City Hall Plaza
Ellsworth, ME 4605

SUBJECT: Notice of Conditional Contract Award under DHHS' Request for Applications "Keep Maine Healthy 2020 Municipal COVID-19 Awareness Campaign"

Dear David Cole:

This letter is in regard to the subject Request for Applications (RFA), issued by the State of Maine Department of Health and Human Services. The Department has evaluated your proposal using the criteria outlined in the RFA, and the Department is hereby approving your request for funding to support your submitted plan as per the following conditions and specifications.

Funding amount approved: \$25,372.00

This Notice of Conditional Contract Award is subject to execution of a written contract and, as a result, this Notice does NOT constitute the formation of a contract between your organization and the Department. As such, your organization shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the Department is executed. The Department further reserves the right to cancel this Notice of Conditional Contract Award at any time prior to the execution of a written contract. The Department will reach out to you to begin the process of developing the written contract.

This written contract will cover allowable expenses, based upon the approved plan, retroactive to June 8, 2020. Please note that included as a part of the terms and conditions of the written contract are the Cost Principles specified in the Uniform Guidance, 2 CFR 200 Subpart E – Cost Principles <https://www.ecfr.gov/cgi-bin/text-idx?SID=9dc986444f8e1a9665d4eee9c76c77fc&mc=true&node=sp2.1.200.e&rgn=div6>. Expenditures that are made outside of the terms and conditions of the written contract, including the Uniform Guidance Cost Principles, will not be eligible for reimbursement. Additionally, expenditures can only be paid for by one funding source. Awardees may not submit allowable expenditures for reimbursement under this program that are, or may, also be eligible for reimbursement from other available federal or other public funding source for COVID-19 relief that is now, or that becomes available during the term of this Agreement. The written contract will require your agency to keep records to this effect as well as to support reimbursable expenses.

The Uniform Guidance requires the Department to monitor each subrecipient of these funds. As such, the written contract will require regular reporting to assess the progress of these projects which are being funded.

For costs not approved by this Contract Award, additional resources may be available to assist, including:

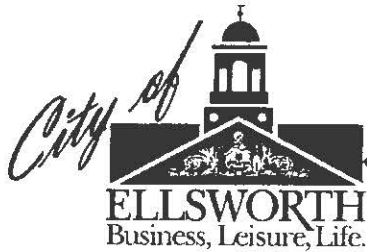
- FEMA Public Assistance. Please visit the MEMA website at <https://www.maine.gov/mema/grants/public-assistance-grant-program>. For questions, contact maine.recovery@maine.gov.
- State of Maine, Bureau of the Budget. Coronavirus Relief Fund Payments for 25% Local Match on FEMA Public Assistance. Please refer to the link for more information: <https://www.maine.gov/budget/sites/maine.gov.budget/files/inline-files/Final%20Announcement%20of%20CRF%20for%20FEMA%20match%20for%20Web%20Posting.pdf>.

Thank you for your interest in doing business with the State of Maine.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Abbott", followed by a horizontal line extending to the right.

Michael Abbott P.E., C.G.,
Interim Associate Director
Maine Center for Disease Control and Prevention
Department of Health and Human Services



MEMO

To: City Council
From: Janna Richards, Development Services Director
Cc: David Cole, City Manager
Date: July 15, 2020
Re: Request to accept grant funding from the Maine Technology Institute to support URCI

The City of Ellsworth has been awarded a \$72,000 grant from the Maine Technology Institute to upgrade and expand upon the Union River Center for Innovation's community laboratory.

With their encouragement, the City submitted a grant to the Maine Technology Institute to upgrade and expand upon the Center's community laboratory, including its research and development capabilities, in order to better serve local, regional, and statewide life science startup companies and entrepreneurs. From its inception, the Center's target market has been entrepreneurs and startup companies that focus on the life sciences sector. With this target market in mind, the Center's programs and infrastructure, including the community laboratory, have been designed to encourage locating these businesses in Ellsworth.

The Center will offer this resource to companies currently participating in URCI programming. At least half of the tenants/companies will utilize the upgraded space, further enabling their growth and graduation from the Incubator program. The Center will also market the enhanced community laboratory to on-board more life science based startups and entrepreneurs. The impact this program will have on the Center and the City have both short-term and long-term effects. Short-term, staff expects to see growth of existing life science companies at the Center as well as the attraction of new life science companies to the region. Long-term, staff expects there to be an increase in exposure of the Center, leading to the attraction of startup investment/funding to this region.

As match for this grant, the City included revenues from FY 2020 that have been already been budgeted toward an electrical upgrade at the Center (approximately \$10,000). A new tenant to the Center, Novo Biosciences, provided the remainder of the match through the donation of their personal laboratory equipment to the Union River Center for Innovation. The donation is formalized through a Memorandum of Understanding between Novo Biosciences and the City (see MOU attached).

I respectfully request that the City Council consider authorizing the City Manager to accept a grant in the amount of \$72,000 from the Maine Technology Institute.

Accordingly, the following motion is suggested:

Authorize the City Manager to accept a \$72,000 grant from the Maine Technology Institute to upgrade and expand upon the community laboratory at the Union River Center for Innovation.

Janna Richards

From: Amy Leshure <aleshure@mainetechnology.org>
Sent: Thursday, July 16, 2020 9:35 AM
To: Kat Taylor
Cc: Janna Richards
Subject: W9

Attention: This e-mail message is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.

City of Ellsworth Application for Project 20200270

Dear Janna,

Congratulations! Your request for a Investment Range 2 of "Union River Center for Innovation Community Laboratory Expansion" was approved for \$72,000.00 with the following conditions:

1. Signed MOU between NovoBiosciences and URIC detailing the equipment that is to stay with UCRI-donated to the center by NovoBiosciences
2. Revised budget that utilizes the \$25,000 philanthropic gift to be included as cash match for the equipment purchases. No Monies from previous MTI grants, nor DECD funds are allowed as cash match.

You must complete a W-9 Form so we may generate an award agreement for this project. You can access this form at:

<https://www.mainetechnology.org/wp-content/uploads/W-9-blank.pdf>

Complete, sign and return the W-9 form via email or mail within two weeks.

Please contact me if you have any questions.

Best,

Amy Leshure
aleshure@mainetechnology.org

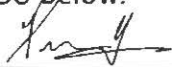
Amy Leshure
Investment Officer
Maine Technology Institute
8 Venture Avenue
Brunswick, ME 04011
(207)-588-1017
www.mainetechnology.org

Memorandum of Understanding

This document serves as a Memorandum of Understanding (MOU) between Novo Biosciences and the City of Ellsworth, Maine (owner and operator of the Union River Center for Innovation). This MOU is to formalize an agreement that Novo Biosciences will donate (with the appropriate transfers of title as needed) the following laboratory equipment at the following monetary values to the City of Ellsworth. This MOU and donation will become effective on the effective date of the grant award to the City of Ellsworth in the amount of \$72,000 from the Maine Technology Institute. The equipment is to reside within the laboratory at the Union River Center for Innovation. The equipment's value also acts as matching funds for the grant awarded by the Maine Technology Institute in the amount of \$72,000 for the City of Ellsworth to purchase additional equipment for the laboratory.

<u>Equipment</u>	<u>Current Value</u>
Mouse Anesthesia and ventilation equipment	\$9,000
Mouse EKG surgical monitoring system	\$8,500
Fluorescence dissecting stereomicroscope with computerized video imaging system	\$40,000
Olympus SZ61 dissecting stereomicroscope for general use	\$2,500
Microcentrifuge	\$6,000
Slide histology staining system	\$200
Agarose gel electrophoresis equipment of various size	\$2,000
Bio-Rad DNA Engine Thermal Cycler	\$1,250
Sutter Instrument Model P-97 Flaming/Browning micropipette puller	\$5,000
Vortex Genie 2	\$200
PicoFuge	\$300
Mechanical tissue homogenizer	\$800
TOTAL	\$75,750

Both Novo Biosciences and the City of Ellsworth agree to this Memorandum of Understanding. As such, authorized individuals from Novo Biosciences and the City of Ellsworth have signed this MOU below.



Novo Biosciences Date

7-6-2020

/s/ David Cole 07/01/20

City of Ellsworth, Date
City Manager

URCI Community Lab equipment and infrastructure request	
Equipment	Cost
Generator system for backup power to URCI	\$20,000
Olympus BX53M upright manual imaging system equipped with fluorescence, color and monochrome camera and integrated imaging software	\$30,000
Leica UV1860 cryostat	\$20,000
Photo spec system	\$7,000
Roche 480 Lightcycler	\$20,000
TOTAL	\$97,000
MTI ask	\$72,000
Cash and In-kind match	\$129,650

Matching funds for MTI ask specifications
--

Cash match: equipment donated to the URCI Community Lab by Novo Biosciences	
Equipment	Current value
Mouse Anesthesia and ventilation equipment	\$9,000
Mouse EKG surgical monitoring system	\$8,500
Fluorescence dissecting stereomicroscope with computerized video imaging system	\$40,000
Olympus SZ61 dissecting stereomicroscope for general use	\$2,500
Microcentrifuge	\$6,000
Slide histology staining system	\$200
Agarose gel electrophoresis equipment of various size	\$2,000
Bio-Rad DNA Engine Thermal Cycler	\$1,250
Sutter Instrument Model P-97 Flaming/Browning micropipette puller	\$5,000
Vortex Genie 2	\$200
PicoFuge	\$300
Mechanical tissue homogenizer	\$800
TOTAL	\$75,750

Cash match	
Source	Amount
URCI funds for electrical upgrade in order to sustain electrical load from community laboratory and prep for generator	\$10,000
Philanthropic gifts	\$25,000
TOTAL	\$35,000

In-kind support services provided by Novo Biosciences personnel	
Expertise	Number of hours over 2 years @\$150/hr
Set-up of new Community Lab equipment, development of SOPs for equipment use and regular equipment maintenance	\$6,000 (40 hrs)

Provide expertise in NIH mandated animal use regulations and IACUC protocols; develop SOPs for animal husbandry, welfare and experimental use	\$7,500 (50 hrs)
Access to attending veterinarian and DEA for narcotic purchases for surgical procedures.	\$3,000 (20 hrs)
Training of new personnel on Community Lab equipment use	\$2,400 (16 hrs)
TOTAL	\$18,900

BE IT HEREBY RESOLVED, that the sum of **\$20,583,366** which constitutes the estimated requirements of the various city accounts for the Fiscal Year 2021, based upon the budget submitted by the City Manager as provided by the Charter, be raised assessments upon the inhabitants of the City of Ellsworth and upon the estates on non-resident proprietors with the City for the present municipal year, and that the sums hereby appropriated, in addition to sums as otherwise provided, the amount for each purpose being specified as follows:

ACCOUNT APPROPRIATION

GENERAL GOVERNMENT

0100	Legislative	\$17,000	
0110	Administrative	322,182	
0120	City Clerk	102,466	
0130	Finance	303,224	
0140	Assessment	120,339	
0145	Code Enforcement	125,247	
0150	Planning	113,079	
0155	Legal	49,000	
0160	Elections	45,485	
0165	Economic Development	142,361	
0170	Technology	346,147	
0171	COBI	22,100	
0175	Board of Appeals	0	
0180	Joint Office Services	76,500	
0185	Insurance	106,050	
0190	Employee Benefits	2,068,947	
0192	Miscellaneous	844,111	
	SUBTOTAL		\$4,804,238

PUBLIC SAFETY

0200	Police Department	\$1,499,717	
0210	Fire Department	1,315,383	
0220	Dispatch	201,105	
0230	Hydrant Rental	350,000	
0240	Streetlights	86,500	
0250	Traffic Signals	26,000	
	SUBTOTAL		\$3,478,705

PUBLIC WORKS

0300	Public Works	\$1,403,788	
0310	Public Works Garage	36,900	
0340	Solid Waste Disposal	339,547	
0380	Parks/Trees/ Cemetery	37,500	
0382	Water Supply Protection	60,986	
	SUBTOTAL		\$1,878,720

HEALTH & HUMAN SERVICES

0400	General Assistance	\$59,737	
0430	Health & Social Services	16,400	
	SUBTOTAL		\$76,137

LEISURE ACTIVITIES

0500	Library	\$672,372	
0504	Historic Preservation	600	
0505	Historical Society	2,000	
0510	Recreation	102,500	
0520	Ellsworth Harbor	40,510	
	SUBTOTAL		\$817,982

MUNICIPAL BUILDINGS

0600	City Hall	\$201,561	
0640	Misc. City Property	62,750	
	SUBTOTAL		\$264,311

DEBT SERVICE

0700	Debt		\$1,470,952
------	------	--	-------------

COUNTY TAX

0800	County Tax		\$517,237
------	------------	--	-----------

TOTAL MUNICIPAL BUDGET

\$13,308,283

CAPITAL IMPROVEMENTS

0900	CAPITAL IMPROVEMENTS	<u>\$1,000,000</u>
------	----------------------	--------------------

TOTAL MUNICIPAL BUDGET & CIP	\$14,308,283
---	---------------------

REVENUES

Taxes	1,739,000
Intergovernmental Revenue	1,732,605
Licenses/Permits	136,700
Departmental Income	484,693
Other Revenues	378,000
TIF Revenues	<u>814,161</u>

TOTAL MUNICIPAL REVENUE	\$5,285,158
--------------------------------	--------------------

NET MUNICIPAL BUDGET FOR FY 2021	\$9,023,125
---	--------------------

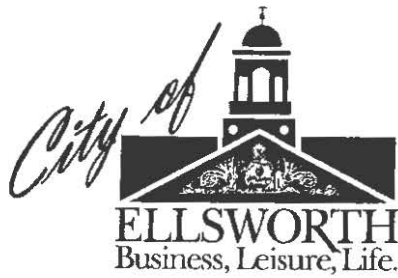
ELLSWORTH SCHOOL DEPARTMENT	<u>\$11,560,241</u>
------------------------------------	----------------------------

TOTAL AMOUNT TO BE RAISED BY PROPERTY TAXES FY 2021	<u><u>\$20,583,366</u></u>
--	-----------------------------------

**CITY OF ELLSWORTH
MUNICIPAL BUDGET SUMMARY
FY 2021**

	<u>FY 2021</u> <u>Budget</u>	<u>FY 2020</u> <u>Budget</u>	<u>FY 2019</u> <u>Budget</u>	<u>FY 2018</u> <u>Budget</u>
<u>MUNICIPAL APPROPRIATIONS</u>				
Administration	3,990,078	3,727,985	3,810,996	3,640,639
Public Safety	3,478,705	3,333,198	3,127,361	2,929,378
Public Works	1,878,720	1,935,510	1,731,480	1,705,478
Human Services	76,137	73,504	70,674	71,781
Recreational Activities	145,610	183,070	165,694	158,694
City Property	264,311	253,666	250,903	238,497
Debt	1,470,952	1,473,346	1,071,299	1,171,409
County Tax	517,237	483,885	471,281	448,320
Public Library	672,372	697,033	709,495	694,224
Total Municipal Appropriations	12,494,122	12,161,197	11,409,184	11,058,419
Total Operating Budget Increase	2.738%	6.591%	3.172%	4.983%
Capital Improvements (to be determined)	1,000,000	1,072,446	879,361	909,600
TIF Expenses	814,161	758,741	606,420	874,868
Total Appropriations	14,308,283	13,992,384	12,894,965	12,842,887
<i>City Budget % Change</i>	2.26%	8.51%	0.41%	7.91%
<u>MUNICIPAL REVENUES</u>				
Property Taxes	0	0	19,782,179	19,486,737
Other Taxes	1,739,000	1,750,000	1,699,000	1,588,000
Inter-Governmental	1,732,605	1,557,455	1,218,241	1,204,048
Licenses & Permits	136,700	131,700	127,700	119,700
Departmental	1,298,853	1,219,295	1,113,451	1,337,335
Other	378,000	317,000	279,100	303,600
Total Municipal Revenue	5,285,158	4,975,450	24,219,671	24,039,420
<u>School Department</u>				
City Appropriation	11,560,241	11,663,547	11,335,191	11,120,777
<i>School Budget % Change</i>	-0.89%	2.90%	1.93%	0.48%
<u>OVERALL TAX IMPACT SUMMARY</u>				
Amount to be raised by taxes	20,583,365	20,680,481	19,782,179	19,410,981
Overlay		8,916	12,793	12,792
Estimated Assessment	1,096,614,840	1,099,914,840	1,085,536,440	1,080,786,440
Mil Rate	18.77	18.81	18.24	17.97
City Mil Rate	7.76	7.76	7.35	7.26
County Mil Rate	0.47	0.44	0.43	0.42
School Mil Rate	10.54	10.61	10.45	10.30

Council order #072008



Public Works Director

1 City Hall Plaza ♦ Ellsworth, ME 04605-1942

Phone (207) 669-6619

www.ellsworthmaine.gov

lwilson@ellsworthmaine.gov

MEMO

To: City Council Members

From: Lisa Sekulich

Date: 07/16/2020

Re: Lawn Treatment Services Contract Extension

This is to extend for 1 year the lawn services to various city properties. See attached for the history of these treatment services and the updated prices/ costs. We would also like to include Knowlton Park to have these treatment services as in the past it was handled under a separate contract through Goadall Landscaping.

If acceptable, the following motion is suggested:

Move to approve the request of the City Manager to extend the Lawn Treatment Services contract with Natural Lawn of America per the attached unit/application /location pricing.

	City Hall - 30452	Merrill Park - 30674	SK Whiting - 30673	Harbor Park - 30667	Triangle at Demeyer - 30668	Wilson Field - 30672	LL Softball Field Demeyer - 30670	LL Baseball Field Demeyer - 30669
FERTILIZER	\$149.35	\$36.05	\$36.05	\$103.00	\$169.95	\$360.50	\$149.35	\$175.10
WEED CONTROL	Included	Included	Included	Included	Included	Included	Included	Included
AERATION	\$437.75	\$51.50	\$51.50	\$309.00	\$463.50	\$957.90	437.75	\$491.75
OVERSEEDING	\$309.00	\$25.75	\$25.75	\$180.25	\$309.00	\$669.50	309	\$327.60
LIME APPLICATION	\$149.35	\$36.05	\$36.05	\$103.00	\$169.95	\$360.50	149.35	\$175.10
GRUB CONTROL	\$236.90	\$51.50	\$51.50	\$169.95	\$242.05	\$618.00	\$226.60	\$257.50
	29K	1K	2K	20K	33K	78K	30K	35K



Spring/Summer/Fall - Property Maintenance Contract – 2020-2021

Knowlton Park
11 Shore Rd.
Ellsworth, Maine 04605

General Statement

Goodall Landscaping consists of two divisions: landscape maintenance, and snow & ice management. We provide experienced, professional services with attention to the specific needs of each client. Our prime objective is to deliver a schedule of maintenance that will enhance the overall look of your property.

Contract Terms

This contract is for 1 year with services starting July 1, 2020 and ending June 30, 2021. There is the option for (2) additional 1-year extensions at the pricing outlined below if both parties agree. Billing will be done monthly and will consist of 8 fixed monthly invoices (July- November then April- June) with 15-day payment terms.

7/1/2020 to 6/30/2021:

Spring clean-up	Mulch	Pruning	Vegetation Control	Fall clean-up	Weeding	Spring Sweep
\$1,560	\$3,390	\$4,320	\$450	\$3,000	\$4,320	\$810
TOTAL= \$17,850						

NLA Services:

Alternative Lawn Care	Aeration	Lab Soil Test	Grub Control
\$2,130.90	\$2,254.50	\$0	\$1,352.70
NLA TOTAL= \$5,738.10			

~~TOTAL= \$23,588.10 / 8 month = \$2,948.51~~
~~(July- November then April- June)~~

Goodall Landscaping, Inc. has the first right to fix any property damage. Please notify us as soon as a problem arises. Both parties have the right to terminate the contract with a 30-day written notice only after exhausting all efforts to resolve any and all disputes. If the contract is terminated, a final invoice will be submitted for payment at an increased or prorated amount based on the work that has been provided up to the termination date.

16 Meadow Road Extension • P.O. Box 335 Topsham, ME 04086
Phone: (207) 721-3042 • Fax: (207) 721-1011

Lisa Sekulich

From: Karan Stark <KStark@goodalllandscaping.com>
Sent: Wednesday, July 1, 2020 2:16 PM
To: Lisa Sekulich; Steve Joyal
Cc: David Cole; Toni Dyer
Subject: RE: NaturaLawn of America City of Ellsworth

Update,

I received a call from a citizen questioning whether or not we were onsite. I just happened to pull up the Demeyer's Mens Softball Field account and noticed I hadn't placed it on hold as I did the rest of the accounts. The sign was from a treatment we did in April but I wanted to make sure it was on my list. It wasn't. I did the math again and the total amount is \$11,974.25 and not \$11,927.90. I know it's not much of a difference, I just wanted you to have the correct information. Please let me know if you should have any questions.

Thank you,
Karan Stark
207-721-0600



**Safer Lawn Care
Naturally™!**



NaturaLawn of America would like to assure you of our commitment to keeping your lawn care program on schedule during this uncertain time. Please know we have been following and adhering to your state's guidelines on COVID-19 and business operations, and will continue to do so. The state guidelines classify the Lawn & Landscape Industry as an essential business operation that should stay open for several reasons.

We control and eradicate various vectors which carry diseases. Among these vectors include fleas, ticks, and mosquitoes all of which can cause serious health issues and lead to compromising people at risk to the COVID-19.

COVID-19 is also a respiratory disease. Our service controls and/or eliminates numerous noxious weeds which cause severe allergies, major breathing difficulty, and life-threatening asthma for many people.

Our technicians are trained, state certified, and operate independently so proximity to other personnel is virtually non-existent. To minimize unnecessary exposure, and out of respect towards you, we will not knock on your door to announce the arrival of our service.

Thank you for your understanding and as always, we will continue to act as a good corporate citizen. If you have any questions please give us a call.

From: Karan Stark
Sent: Wednesday, June 17, 2020 12:01 PM

To: 'Lisa Sekulich' <lsekulich@ellsworthmaine.gov>; Steve Joyal <sjoyal@ellsworthmaine.gov>
Cc: David Cole <dcole@ellsworthmaine.gov>; Toni Dyer <tdyer@ellsworthmaine.gov>
Subject: RE: NaturaLawn of America City of Ellsworth

Hello,

Yes, \$11,927.90 is correct. I've forwarded this email off to our sister company Goodall Landscaping. They take care of the mowing. Someone will be in touch soon. Let me know if you should have any other questions.

Thank you,
Karan Stark
207-721-0600



**Safer Lawn Care
Naturally™!**



NaturaLawn of America would like to assure you of our commitment to keeping your lawn care program on schedule during this uncertain time. Please know we have been following and adhering to your state's guidelines on COVID-19 and business operations, and will continue to do so. The state guidelines classify the Lawn & Landscape Industry as an essential business operation that should stay open for several reasons.

We control and eradicate various vectors which carry diseases. Among these vectors include fleas, ticks, and mosquitoes all of which can cause serious health issues and lead to compromising people at risk to the COVID-19.

COVID-19 is also a respiratory disease. Our service controls and/or eliminates numerous noxious weeds which cause severe allergies, major breathing difficulty, and life-threatening asthma for many people.

Our technicians are trained, state certified, and operate independently so proximity to other personnel is virtually non-existent. To minimize unnecessary exposure, and out of respect towards you, we will not knock on your door to announce the arrival of our service.

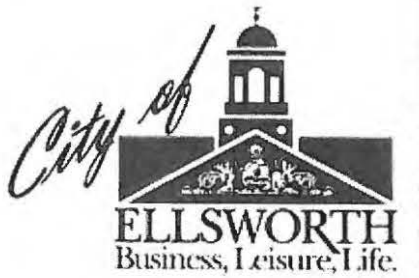
Thank you for your understanding and as always, we will continue to act as a good corporate citizen. If you have any questions please give us a call.

From: Lisa Sekulich <lsekulich@ellsworthmaine.gov>
Sent: Tuesday, June 16, 2020 2:33 PM
To: Karan Stark <KStark@goodalllandscaping.com>; Steve Joyal <sjoyal@ellsworthmaine.gov>
Cc: David Cole <dcole@ellsworthmaine.gov>; Toni Dyer <tdyer@ellsworthmaine.gov>
Subject: RE: NaturaLawn of America City of Ellsworth

Hi Karan – Please let me know if I have this correct . I believe you fertilize each of these locations 3 times a year and then the other treatments once a year. If my math is correct this would be a contract total of \$11,927.90 , correct? Also I don't know if you have spoken with Steve Joyal or if it is on another contract but I don't see these items for Knowlton Park . I believe we want to continue to have you guys do all these services there also , just not the mowing , so can we get costs for that location ? Thanks .

Thanks,

Lisa Sekulich, PE
Public Works Director



Direct Phone: (207) 669-6626
Email: lsekulich@ellsworthmaine.gov

From: Karan Stark <KStark@goodalllandscaping.com>
Sent: Friday, June 12, 2020 2:10 PM
To: Lisa Sekulich <lsekulich@ellsworthmaine.gov>; Steve Joyal <sjoyal@ellsworthmaine.gov>
Cc: David Cole <dcole@ellsworthmaine.gov>; Toni Dyer <tdyer@ellsworthmaine.gov>
Subject: RE: Naturalawn of America City of Ellsworth

Good afternoon,
Attached is the current pricing for the ball fields. The pricing remains the same for the 2020-2021 season. Please let me know if you should have any questions.

All the best.

Thank you,
Karan Stark
207-721-0600



**Safer Lawn Care
Naturally™!**



Naturalawn of America would like to assure you of our commitment to keeping your lawn care program on schedule during this uncertain time. Please know we have been following and adhering to your state's guidelines on COVID-19 and business operations, and will continue to do so. The state guidelines classify the Lawn & Landscape Industry as an essential business operation that should stay open for several reasons.

We control and eradicate various vectors which carry diseases. Among these vectors include fleas, ticks, and mosquitoes all of which can cause serious health issues and lead to compromising people at risk to the COVID-19.

COVID-19 is also a respiratory disease. Our service controls and/or eliminates numerous noxious weeds which cause severe allergies, major breathing difficulty, and life-threatening asthma for many people.

Our technicians are trained, state certified, and operate independently so proximity to other personnel is virtually non-existent. To minimize unnecessary exposure, and out of respect towards you, we will not knock on your door to announce the arrival of our service.

Thank you for your understanding and as always, we will continue to act as a good corporate citizen. If you have any questions please give us a call.

From: Lisa Sekulich <lsekulich@ellsworthmaine.gov>

Sent: Friday, June 12, 2020 10:38 AM

To: Karan Stark <KStark@goodalllandscaping.com>

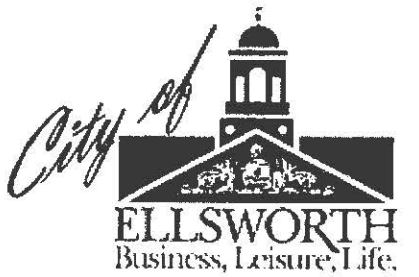
Cc: David Cole <dcole@ellsworthmaine.gov>; Toni Dyer <tdyer@ellsworthmaine.gov>

Subject: FW: NaturaLawn of America City of Ellsworth

Karan - Tammy is no longer working for the City and I apologize I am just getting back to you as I have been out of the office. I believe we do want to continue the contracts for the treatments and such at the locations you have been doing previously. If you can send me info on what you have been doing, where and costs I will be back in the office next week to work this out.

Thanks,

Lisa Sekulich, PE
Public Works Director



Direct Phone: (207) 669-6626

Email: lsekulich@ellsworthmaine.gov

From: Toni Dyer <tdyer@ellsworthmaine.gov>

Sent: Thursday, June 11, 2020 1:03 PM

To: David Cole <dcole@ellsworthmaine.gov>; Lisa Sekulich <lsekulich@ellsworthmaine.gov>

Subject: FW: NaturaLawn of America City of Ellsworth

This just came in again.

Toni Dyer

HR/Payroll Specialist
1 City Hall Plaza
Ellsworth, Maine 04605
207-669-6603
tdyer@ellsworthmaine.gov

From: Karan Stark <KStark@goodalllandscaping.com>
Sent: Thursday, June 11, 2020 12:59 PM
To: Tammy Mote <tmote@ellsworthmaine.gov>
Cc: Steve Joyal <sjoyal@ellsworthmaine.gov>
Subject: RE: NaturaLawn of America City of Ellsworth

Good afternoon,

I hope that all is well.

We're just wondering about the contract for the ball fields. Would you like to renew for another year?

Thank you,

Karan Stark

207-721-0600

From: Karan Stark
Sent: Tuesday, June 09, 2020 12:23 PM
To: 'Tammy Mote' <tmote@ellsworthmaine.gov>
Subject: RE: NaturaLawn of America City of Ellsworth

Hello Tammy,
I just wanted to check in regarding our contract. Is the contract up on June 30th? Would you like to renew?

All the best.

Thank you,
Karan Stark
207-721-0600



**Safer Lawn Care
Naturally™!**



NaturaLawn of America would like to assure you of our commitment to keeping your lawn care program on schedule during this uncertain time. Please know we have been following and adhering to your state's guidelines on COVID-19 and

business operations, and will continue to do so. The state guidelines classify the Lawn & Landscape Industry as an essential business operation that should stay open for several reasons.

We control and eradicate various vectors which carry diseases. Among these vectors include fleas, ticks, and mosquitoes all of which can cause serious health issues and lead to compromising people at risk to the COVID-19.

COVID-19 is also a respiratory disease. Our service controls and/or eliminates numerous noxious weeds which cause severe allergies, major breathing difficulty, and life-threatening asthma for many people.

Our technicians are trained, state certified, and operate independently so proximity to other personnel is virtually non-existent. To minimize unnecessary exposure, and out of respect towards you, we will not knock on your door to announce the arrival of our service.

Thank you for your understanding and as always, we will continue to act as a good corporate citizen. If you have any questions please give us a call.

From: Tammy Mote <tmote@ellsworthmaine.gov>
Sent: Monday, September 23, 2019 12:19 PM
To: Karan Stark <KStark@goodalllandscaping.com>
Subject: RE: NaturaLawn of America City of Ellsworth

Hi Karen,

Please consider this approval of the variances to the contract that you listed below.

Please let me know if you need anything further from me.

Tammy

Tammy Mote
Deputy City Manager
City of Ellsworth
One City Hall Plaza
Ellsworth, ME 04605
207-669-6602

From: Karan Stark <KStark@goodalllandscaping.com>
Sent: Monday, September 23, 2019 11:19 AM
To: Tammy Mote <tmote@ellsworthmaine.gov>
Subject: NaturaLawn of America City of Ellsworth

Attention: This e-mail message is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.

Good morning Tammy,

Can you look in to the following price differences with regards to our contract and get back to me please?

It seems that there's a 3% increase across the board with the exceptions of the following:

Harbor Park – Account 30667

Lime - Listed at \$77.25, should be \$103.00

Triangle at Demeyer – Account 30668

Lime - Listed at \$149.35, should be \$169.95

Wilson Field – Account 30672

Lime - Listed at \$283.25, should be \$360.50

LL Softball Field Demeyer – Account 30670

Seeding - Listed at \$278.10, should be \$309.00

LL Softball Field Demeyer – Account 30670

Lime - Listed at \$133.90, should be \$149.35

LL Baseball Field Demeyr – Account 30669

Aeration – Listed at \$489.25, should be \$491.75

Seeding – Listed at \$334.75, should be \$327.60

Lime – Listed at \$154.50, should be \$175.10

Men's Softball Demeyer 3 – Account 30671

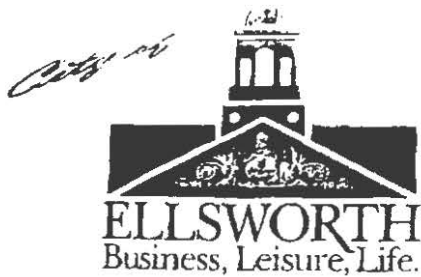
Lime – \$206.00, should be \$293.55

Thank you,

Karan Stark

NaturaLawn of America

207-721-0600



Council order # 071909

Office of the City Manager

1 City Hall Plaza • Ellsworth, ME 04605-1942
Phone (207) 667-2563 • Fax (207) 667-4908
www.ellsworthmaine.gov

MEMO

Date: June 11, 2019

To: City Council

From: Tammy Mote, Deputy City Manager

RE: Lawn Treatment Services Contract Extension

After growing concerns were expressed by residents about the use of chemical applications on the lawns of City properties, the City Council requested to research companies that provide environmentally safe and friendly lawn treatment services that would also provide for an aesthetically pleasing landscape.

Natural Lawn of America was awarded the bid and the City is looking to extend that contract for another year. There is a three percent increases to the contract. They have provided excellent customer service over the past couple of years. Attached is a copy of the current contract and pricing.

If approved, the following motion is suggested:

Move to approve the request of the Deputy City Manager to extend the Lawn Treatment Services contract to Natural Lawn of America per the attached per unit/application pricing.

Lawn Treatment Services Contract

This contract, executed in duplicate by and between the City of Ellsworth, a municipal corporation in the County of Hancock, State of Maine, hereinafter called the City, and Goodall Landscaping (Natural Lawn of America), a Maine company, with a principal office at 16 Meadow Road Extension, hereinafter called the Contractor.

The City has prepared specifications for the work described referred to as the Request for Proposals for Lawn Treatment Services, a copy of which is attached and marked as Appendix A and made a part of this Contract.

The Contractor in response to said Request for Proposal (RFP) has submitted to the City, a proposal, which is attached and marked Appendix B and made a part of this Contract. The

1. Statement of Work

A. Contractor Responsibilities: The chosen Contractor shall provide the management, supervision, and manpower necessary to provide Lawn Treatment Services, as detailed in the proposal.

1. This contract is for one (1) year with renewal options for one-year periods taking into account all pricing, terms and conditions remain the same.
2. The Deputy City Manager shall be the Contract Administrator and the point of contact regarding services to be performed.
3. All materials supplied by the contractor.
4. The Contractor shall be familiar with the project premises.
5. All work shall be performed to the highest standard of horticultural excellence and shall be in accordance with accepted standard practices.

2. Locations

- City Hall, One City Hall Plaza
- Triangle at Demeyer Fields – Boggy Brook Road/Mariaville Road Intersection
- Merrill Park – Franklin Street
- SK Whiting Park – 216 Main Street
- Harbor Park – 333 Water Street
- Demeyer Field (Little League Softball Field) – Boggy Brook Road
- Demeyer Field (Little League Baseball Field) – Boggy Brook Road
- Demeyer Field (Men's Softball Field) – Boggy Brook Road
- Wilson Soccer Field – Boggy Brook Road

3. Environmental Weed and Pest Control Program

- A. All applications and herbicides or pesticides will be performed under the direction of a licensed specialist. All safety precautions will be taken in the handling and application of chemicals as stated on manufacturer's labels.
- B. Material Safety Data Sheets (MSDS) for all chemicals used on sites are available from Contractor to clients in accordance with EPA and OSHA regulations.
- C. Contractor will at all times be in compliance with requirements for hazardous communications programs. Pest control specialist are to be trained and supervised in the safe application, storage, and disposal of chemicals in accordance with EPA and OSHA regulations.

4. Weed Control

- A. Pre-emergent herbicide will be applied to all turf areas in accordance with manufacturer's recommendations to control weeds prior to germination. Chemical control shall be selected for the broadest spectrum control possible.

5. Fertilization

All established lawn areas shall be fertilized at least three (3) times yearly in accordance with the following schedule:

- 1. First application in early spring to stimulate growth.
- 2. Second application in the summer to sustain growth.
- 3. Third application in late fall to establish a hearty root system for the dormant period.

6. Aerating

All lawn areas shall be aerated in accordance with good horticultural practices.

7. Overseeding

All lawn areas shall be overseeded in accordance with good horticultural practices. All seeds shall be of the highest quality.

8. Lime Application

The contractor shall quote to apply lime to all lawn areas. The contractor shall conduct a soil test to determine the amount of lime required. Lime will be applied within good horticultural practices. All lime shall be of the highest quality.

9. Grub Control

All lawn areas shall be controlled for grubs in accordance with good horticultural practices.

10. Compensation

For the services referred to in Statements 1 through 9 above, the City agrees to pay to the Contractor per treatment at various locations as listed in Section 2 of this contract from July 1, 2019 through June 30, 2020, subject to the terms and conditions of the Specifications and this Contract, as follows:

	City Hall	Merrill Park	SK Whiting	Harbor Park	Triangle at Demeyer	Wilson Field	LL Softball Field Demeyer 1	LL Baseball Field Demeyer 2	Men's Softball Field Demeyer 3
Fertilizer	149.35	36.05	36.05	103.00	169.95	360.50	149.35	175.10	293.55
Weed Control	Included	Included	Included	Included	Included	Included	Included	Included	Included
Aeration	437.75	51.50	51.50	309.00	463.50	957.90	437.75	489.25	803.40
Overseeding	309.00	25.75	25.75	180.25	309.	669.50	278.10	334.75	509.85
Lime Application	149.35	36.05	36.05	77.25	149.35	283.25	133.90	154.50	206.00
Grub Control	236.90	51.50	51.50	169.95	242.05	618.00	226.60	257.50	504.70

11. Insurance

The Contractor shall carry an insurance policy providing complete broad form comprehensive general liability insurance including, but not limited to, manufacturer's and contractor's liability, independent contractor's liability, contractual liability, complete operations liability, and automobile insurance including hired and non-owned vehicles. insuring the Contractor and the City of Ellsworth, limits of which shall not be less than \$1,000,000 for combined bodily injury and property damage. All insurance policies shall be provided by an insurance company licensed to do business in the State of Maine. The City of Ellsworth shall be named as an additional insured with the Contractor under the insurance policies. The Contractor also shall carry adequate insurance to cover the risk and requirements specified under the Worker's Compensation Law of the

State of Maine. The Contractor shall furnish evidence of its compliance with the provisions of this paragraph at the time of Contract signing. The policy shall provide that the City be given a minimum of thirty (30) days written notice regarding any change, cancellation, or lapse of such policy.

12. Indemnification

The Contractor shall indemnify, defend, and hold harmless the City from and against all claims and actions, and all expenses and actions, and all expenses incidental to such claims or actions, based upon or arising out of damage to property or injuries to persons or other tortuous acts caused or contributed to by the Contractor or anyone acting under its direction or control or in its behalf in the course of its performance under this Contract, provided the Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability based upon the sole negligence of the City.

The Contractor hereby expressly agrees that it will defend, indemnify, and hold the City of Ellsworth harmless from and against all claims made or asserted by Contractor's agents, servants or employees arising out of Contractor's activities under this Contract. The indemnification provided under this paragraph shall extend to and include any and all costs incurred by the City of Ellsworth to answer, investigate, defend, and settle all such claims, including but not limited to the City of Ellsworth's costs for attorney's fees, expert and other witness fees, the cost of investigators, and payment in full of any and all judgments rendered in favor of Contractor's agents, servants or employees against the City of Ellsworth in regard to claims made or asserted by such agents, servants or employees.

13. Compliance with Laws

Contractor shall keep itself fully informed of all national and state laws and all municipal ordinance and regulations in any manner affecting the work or performance of this Contract or any extra work, and shall at all times observe and comply with such laws, ordinances, and regulations, whether or not such laws, ordinances, or regulations are mentioned herein, and shall indemnify the City, its officers, agents, and employees against any claim or liability arising from or based on the violation of any such laws, ordinances, or regulations.

14. Liability of Damages

The City, its officers, agents, or employees, shall not in any manner be liable or responsible for any loss or damage due to the Contractor's work or to any part thereof; to any materials, building, equipment, or other property that may be used or employed therein, or placed on the work site during the progress of the work; for any injury done or damages or compensation required to be paid under any present or future law, to any person, whether an employee of the Contractor or otherwise; or any damage to any property occurring during or resulting from the

work, provided however that such loss or damage is not occasioned by the action of the City, its officers, agents, or employees.

15. Disagreements

To prevent all disputes or litigation, it is understood that all questions arising as to the proper performance and the amount of work to be paid under this Contract shall be the decision of the City Manager. The decision of the City Manager shall be final and conclusive unless, within ten (10) calendar days from the date of receipt of the decision, the Contractor mails or otherwise delivers a written appeal to the City Clerk for consideration by the City Council.

16. Non-Assignability and Termination of Contract

The Contract or any interest therein or part thereof, shall not be assigned, whether by operation of law or otherwise, or shall any part thereof be subcontracted, without prior written consent of the City. The City reserves the right to cancel or terminate the Contract at any time in case the Contractor fails or neglects to perform or adhere to any provisions, terms, or regulations of the Contract or fails to abide by any of the conditions or covenants herein contained.

17. Termination

Termination for Default: When the Contractor has not performed or has unsatisfactorily performed the Contract, the City may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of the City of Ellsworth. Failure on the part of a Contractor to fulfill contractual obligations shall be considered just cause for termination of the Contract. The Contractor will be paid work satisfactorily performed prior to termination less any excess costs incurred by the City in procuring and completing the work.

Termination for Convenience: The City of Ellsworth may terminate this Contract for convenience or for any reason that is in the best interest of the City.

Terminations caused without fault of or for reasons beyond the control of the Contractor are Terminations for Convenience. The City will notify the Contractor of such terminations by sending a Notice of Termination for Convenience.

18. Waivers

No party hereto shall be deemed to have waived any right, power, or privilege under this Contract or any provision thereof unless such waiver shall have been duly executed in writing and acknowledge by the party to be charged with such waiver. The failure of either party hereto to enforce at any time any of the provisions of this Contract or any part hereof, shall not be deemed to waive the right of either party to thereafter enforce each and every such provision. No waiver of any breach of this Contract shall be held to be a waiver of any other

subsequent breach. All remedies afforded in this Contract shall be not held to be a waiver of any other or subsequent breach. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by the law.

19. Integration

This Contract, Request for Proposals, Submitted Proposal by the Contractor set forth the entire agreement and understanding between the parties hereto as the subject matter of this Contract and merge and shall supersede all prior agreements, commitments, representations, writings, and discussions between them, and neither of the parties shall be bound by any obligations, conditions, warranties, or representations with respect to the subject matter of this Contract, other than as expressly provided in this Contract or as duly set forth on or subsequent to the date hereof in writing and signed by the proper and duly authorized representative of the party bound thereby.

20. Invalidity of Contract Provisions

If any term or provision of this Contract or the application thereof to any person or circumstance is hereafter determined by a court of competent jurisdiction to be to any extent, invalid, or unenforceable, the remainder of this Contract or the application of such terms and provisions to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected hereby and such terms and provisions of this Contract shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the City of Ellsworth has caused this instrument to be signed by its City Manager, hereunto duly authorized, and the Contractor has caused this instrument to be signed by its authorized representative, this ____ day of _____, 2019.

Witness

David Cole, City Manager
City of Ellsworth

Witness

Ben Goodall, President
Goodall Landscaping/Natural Lawn
of America

**CITY OF ELLSWORTH
INVITATION TO BID
LAWN TREATMENT SERVICES**

The City of Ellsworth is currently accepting proposals for Lawn Treatment Services. Bids will be accepted until 10:00 AM, Friday, May 5, 2017. All bids will be opened publicly at that time. Proposals received after the deadline will not be considered. Bids should be marked "Lawn Treatment Service Proposal" and mailed to:

City of Ellsworth
City Treasurer's Office
Attn: Tammy Mote
One City Hall Plaza
Ellsworth, ME 04605

FAX and email bids will be accepted until the time/date deadline. The City's FAX number is 667-4908 and email address is tmote@ellsworthmaine.gov.

Questions concerning the specifications may be addressed to Tammy Mote, Deputy City Manager/Finance Director, at 207-669-6602 or tmote@ellsworthmaine.gov.

The City of Ellsworth reserves the right to accept or reject any or all bids and to waive any informalities or irregularities.

A. Objective

The purpose for this proposal is multi-faceted. While the Respondent's cost is of great importance, proposing the lowest price will not assure award of the contract. The City of Ellsworth will demand safe, reliable, and efficient service.

B. Scope of Work

- I. Contractor Responsibilities:** The chosen Contractor shall provide the management, supervision, and manpower necessary to provide Lawn Treatment Services, as detailed in the proposal.
 1. This contract is for one (1) year with renewal options for one-year periods taking into account all pricing, terms and conditions remain the same.
 2. The Deputy City Manager shall be the Contract Administrator and the point of contact regarding services to be performed.
 3. All materials supplied by the contractor.
 4. The Contractor shall be familiar with the project premises.
 5. All work shall be performed to the highest standard of horticultural excellence and shall be in accordance with accepted standard practices.

II. Locations

- City Hall, One City Hall Plaza
- Triangle at Demeyer Fields – Boggy Brook Road/Mariaville Road Intersection
- Merrill Park – Franklin Street
- SK Whiting Park – 216 Main Street
- Harbor Park – 333 Water Street
- Demeyer Field (Little League Softball Field) – Boggy Brook Road
- Demeyer Field (Little League Baseball Field) – Boggy Brook Road
- Demeyer Field (Men's Softball Field) – Boggy Brook Road
- Wilson Soccer Field – Boggy Brook Road

III. Environmental Weed and Pest Control Program

- A. All applications and herbicides or pesticides will be performed under the direction of a licensed specialist. All safety precautions will be taken in the handling and application of chemicals as stated on manufacturer's labels.
- B. Material Safety Data Sheets (MSDS) for all chemicals used on sites are available from Contractor to clients in accordance with EPA and OSHA regulations.

- C. Contractor will at all times be in compliance with requirements for hazardous communications programs. Pest control specialists are to be trained and supervised in the safe application, storage, and disposal of chemicals in accordance with EPA and OSHA regulations.

IV. Weed Control

- A. Pre-emergent herbicide will be applied to all turf areas in accordance with manufacturer's recommendations to control weeds prior to germination. Chemical control shall be selected for the broadest spectrum control possible.

V. Fertilization

All established lawn areas shall be fertilized at least three (3) times yearly in accordance with the following schedule:

1. First application in early spring to stimulate growth.
2. Second application in the summer to sustain growth.
3. Third application in late fall to establish a hearty root system for the dormant period.

VI. Aerating

All lawn areas shall be aerated in accordance with good horticultural practices.

VII. Overseeding

All lawn areas shall be overseeded in accordance with good horticultural practices. All seeds shall be of the highest quality.

VIII. Lime Application

The contractor shall quote to apply lime to all lawn areas. The contractor shall conduct a soil test to determine the amount of lime required. Lime will be applied within good horticultural practices. All lime shall be of the highest quality.

IX. Grub Control

All lawn areas shall be controlled for grubs in accordance with good horticultural practices.

C. STANDARD REQUIREMENTS AND INSTRUCTIONS FOR BIDDING

I. Preparation of Bid

The bid response package must include: Signature Page, Proposal, Qualifications Statement, and Disclaimer Statement. Unsigned bids will not be accepted. No bid will be considered if received after the due date (See Section 3.2). Bidders are expected to examine all instructions, specifications, attachment, and sites pertinent to this Request for Proposals (RFP). Failure to do so will be at the Bidder's risk.

II. Pricing

The price is to be inclusive of labor, equipment, and all other costs necessary to provide the service. Any discounts for early payment (Invoicing Terms) should be entered on the proposal page and will be considered in the evaluation if the discount period is twenty (20) days or longer.

III. Taxing

The City of Ellsworth is exempt from State and Federal taxes. The bid price must be net exclusive of taxes.

IV. Safety

All practices, materials, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local Safety or Environmental Codes.

V. Qualifications of Contractor

Bids will only be accepted from contractors who are actively engaged in offering the services called for in this RFP. No proposal will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City of Ellsworth upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City or had failed to perform faithfully any previous contract with the City.

Each bidder shall submit, with the Proposal, supporting data regarding the qualifications of the Contractor in order to determine whether the Contractor is qualified and responsible.

VI. Disqualification of Contractors

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes may be considered sufficient for disqualification of a Contractor and the rejection of its Proposal:

- a. Evidence of collusion among contractors
- b. Lack of competency as revealed by experience or equipment statements as submitted or other sources or documents.
- c. Lack of responsibility, as shown by past work, judged from the standpoint of workmanship as submitted.
- d. Default on any previous performance contracts within the past five (5) years.
- e. Other causes deemed appropriate by the City.

VII. Equal Employment

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, sexual orientation, or national origin. The Contractor will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, age, sexual orientation or national origin. Contractors will take steps to insure employees are treated during employment without regard to their race, color, religion, sex, age, sexual orientation, or national origin. Such action shall include but not be limited to the following: employment, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship.

VIII. Award of Contract

- a. The award will be made to the responsible and qualified bidder whose proposal, conforming to the invitation, will be most advantageous to the City in price for the services and other factors considered.
- b. The City of Ellsworth reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received.
- c. The City will notify all bidders of the award.

IX. Observance of Laws

The Contractor at all times shall observe and comply with all Federal, State, and City laws, bylaws, ordinances, and regulations in any manner affecting the conduct of the work or applying to employees in the contract, as well as all orders or decrees which have been promulgated or enacted, by any legal bodies having authority or jurisdiction over the work, materials, employees, or Contract.

X. Insurance

Contractor agrees to maintain liability insurance in no less than the following amounts and to provide proof of such insurance coverage to the City with the bid.

General Liability	\$ 300,000 per incident
& Motor Vehicle	\$1,000,000 aggregate \$50,000 medical
Workers' Comp.	As Required by Maine Statute

By submitting this proposal, the potential Contractor certifies the following:

- This proposal is signed by an authorized representative of the firm.
- The Contractor can obtain insurance certificates as required within 10 calendar days after notice of award.
- The cost and availability of all equipment, materials and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- All labor costs, direct and indirect, have been determined and included in the proposed cost.
- The potential Contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions. If exceptions exist, they must be listed on a separate numbered sheet.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees to perform the services in accordance with the specifications and conditions in this RFP at the prices quoted.

CONTRACTOR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____ FAX: _____

FEDERAL EMPLOYER NUMBER: _____

E-MAIL: _____

BY: _____

Signature

Typed or printed name

Title

Date

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.

By submitting this proposal, the potential Contractor certifies the following:

- This proposal is signed by an authorized representative of the firm.
- The Contractor can obtain insurance certificates as required within 10 calendar days after notice of award.
- The cost and availability of all equipment, materials and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- All labor costs, direct and indirect, have been determined and included in the proposed cost.
- The potential Contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions. If exceptions exist, they must be listed on a separate numbered sheet.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees to perform the services in accordance with the specifications and conditions in this RFP at the prices quoted.

CONTRACTOR: Naturalawn of America

ADDRESS: P.O. Box 335

CITY, STATE, ZIP: Topsham Maine

TELEPHONE NUMBER: 207-721-0600 FAX: 207-721-1011

FEDERAL EMPLOYER NUMBER: 01-0516872

E-MAIL: jmoran@goodalllandscaping.com

BY: James B. Moran James B. Moran
Signature Typed or printed name

Sales Manager 5/4/17
Title Date

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.

BID SHEET

LOCATION: CITY HALL

<u>APPLICATION</u>	<u>PER COST APPLICATION</u>	<u># OF TIMES PER YEAR</u>	<u>TOTAL COST</u>
Fertilizer	<u>\$ 145.⁰⁰</u>	<u>3</u>	<u>\$ 435.⁰⁰</u>
Weed Control	<u>Ø - included</u>	<u>3</u>	<u>0</u>
Aeration	<u>\$ 425.⁰⁰</u>	<u>1</u>	<u>\$ 425.⁰⁰</u>
Overseeding	<u>\$ 300.⁰⁰</u>	<u>1</u>	<u>\$ 300.⁰⁰</u>
Lime Application	<u>\$ 145.⁰⁰</u>	<u>1</u>	<u>\$ 145.⁰⁰</u>
Grub Control	<u>\$ 230.⁰⁰</u>	<u>1</u>	<u>\$ 230.⁰⁰</u>
TOTAL			<u>\$ 1535.⁰⁰</u>

CITY OF ELLSWORTH
BID SHEET

Franklin
St.

LOCATION: MERRILL PARK

<u>APPLICATION</u>	<u>PER COST APPLICATION</u>	<u># OF TIMES PER YEAR</u>	<u>TOTAL COST</u>
Fertilizer	<u>\$ 35.⁰⁰</u>	<u>3</u>	<u>\$ 105.⁰⁰</u>
Weed Control	<u>Ø included with Fertilizer</u>	<u>3</u>	<u>Ø</u>
Aeration	<u>\$ 50.⁰⁰</u>	<u>1</u>	<u>\$ 50.⁰⁰</u>
Overseeding	<u>\$ 25.⁰⁰</u>	<u>1</u>	<u>\$ 25.⁰⁰</u>
Lime Application	<u>\$ 35.⁰⁰</u>	<u>1</u>	<u>\$ 35.⁰⁰</u>
Grubb Control	<u>\$ 50.⁰⁰</u>	<u>1</u>	<u>\$ 50.⁰⁰</u>
TOTAL			<u>\$ 265.⁰⁰</u>

Intersect
Main
Street - Hwy 101

LOCATION: SK WHITING PARK

<u>APPLICATION</u>	<u>PER COST APPLICATION</u>	<u># OF TIMES PER YEAR</u>	<u>TOTAL COST</u>
Fertilizer	<u>\$ 35.00</u>	<u>3</u>	<u>\$ 105.00</u>
Weed Control	<u>Ø included</u>	<u>3</u>	<u>Ø</u>
Aeration	<u>\$ 50.00</u>	<u>1</u>	<u>\$ 50.00</u>
Overseeding	<u>\$ 25.00</u>	<u>1</u>	<u>\$ 25.00</u>
Lime Application	<u>\$ 35.00</u>	<u>1</u>	<u>\$ 35.00</u>
Grubb Control	<u>\$ 50.00</u>	<u>1</u>	<u>\$ 50.00</u>
TOTAL			<u>\$ 265.00</u>

water grass

LOCATION: HARBOR PARK

<u>APPLICATION</u>	<u>PER COST APPLICATION</u>	<u># OF TIMES PER YEAR</u>	<u>TOTAL COST</u>
Fertilizer	<u>\$ 100.⁰⁰</u>	<u>3</u>	<u>\$ 300.⁰⁰</u>
Weed Control	<u>Ø included</u>	<u>3</u>	<u>Ø</u>
Aeration	<u>\$ 300.⁰⁰</u>	<u>1</u>	<u>\$ 300.⁰⁰</u>
Overseeding	<u>\$ 175.⁰⁰</u>	<u>1</u>	<u>\$ 175.⁰⁰</u>
Lime Application	<u>\$ 75.⁰⁰</u>	<u>1</u>	<u>\$ 75.⁰⁰</u>
Grubb Control	<u>\$ 165.⁰⁰</u>	<u>1</u>	<u>\$ 165.⁰⁰</u>
TOTAL			<u>\$ 1015.⁰⁰</u>

LOCATION: TRIANGLE AT DEMEYER FIELDS

<u>APPLICATION</u>	<u>PER COST APPLICATION</u>	<u># OF TIMES PER YEAR</u>	<u>TOTAL COST</u>
Fertilizer	<u>\$ 165.⁰⁰</u>	<u>3</u>	<u>\$ 495.⁰⁰</u>
Weed Control	<u>Ø included</u>	<u>3</u>	<u>Ø</u>
Aeration	<u>\$ 450.⁰⁰</u>	<u>1</u>	<u>\$ 450.⁰⁰</u>
Overseeding	<u>\$ 300.⁰⁰</u>	<u>1</u>	<u>\$ 300.⁰⁰</u>
Lime Application	<u>\$ 145.⁰⁰</u>	<u>1</u>	<u>\$ 145.⁰⁰</u>
Grubb Control	<u>\$ 235.⁰⁰</u>	<u>1</u>	<u>\$ 235.⁰⁰</u>
TOTAL			<u>\$ 1625.⁰⁰</u>

BID SHEET

LOCATION: WILSON SOCCER FIELD

<u>APPLICATION</u>	<u>PER COST APPLICATION</u>	<u># OF TIMES PER YEAR</u>	<u>TOTAL COST</u>
Fertilizer	<u>\$ 350.⁰⁰</u>	<u>3</u>	<u>\$ 1050.⁰⁰</u>
Weed Control	<u>Ø - included</u>	<u>3</u>	<u>Ø</u>
Aeration	<u>\$ 930.⁰⁰</u>	<u>1</u>	<u>\$ 930.⁰⁰</u>
Overseeding	<u>\$ 650.⁰⁰</u>	<u>1</u>	<u>\$ 650.⁰⁰</u>
Lime Application	<u>\$ 275.⁰⁰</u>	<u>1</u>	<u>\$ 275.⁰⁰</u>
Grubb Control	<u>\$ 600.⁰⁰</u>	<u>1</u>	<u>\$ 600.⁰⁰</u>
TOTAL			<u>\$ 3505.⁰⁰</u>

BID SHEET

LOCATION: DEMEYER FIELD (LITTLE LEAGUE SOFTBALL FIELD)

<u>APPLICATION</u>	<u>PER COST APPLICATION</u>	<u># OF TIMES PER YEAR</u>	<u>TOTAL COST</u>
Fertilizer	<u>\$ 170.⁰⁰</u>	<u>3</u>	<u>\$ 510.⁰⁰</u>
Weed Control	<u>Ø included</u>	<u>3</u>	<u>Ø</u>
Aeration	<u>\$ 475</u>	<u>1</u>	<u>\$ 475.⁰⁰</u>
Overseeding	<u>\$ 325.⁰⁰</u>	<u>1</u>	<u>\$ 325.⁰⁰</u>
Lime Application	<u>\$ 150.⁰⁰</u>	<u>1</u>	<u>\$ 150.⁰⁰</u>
Grubb Control	<u>\$ 250.⁰⁰</u>	<u>1</u>	<u>\$ 250.⁰⁰</u>
TOTAL			<u>\$ 1710.⁰⁰</u>

LOCATION:

DEMEYER FIELD (LITTLE LEAGUE BASEBALL FIELD)

<u>APPLICATION</u>	<u>PER COST APPLICATION</u>	<u># OF TIMES PER YEAR</u>	<u>TOTAL COST</u>
Fertilizer	<u>\$ 145.⁰⁰</u>	<u>3</u>	<u>\$ 435.⁰⁰</u>
Weed Control	<u>Ø included</u>	<u>3</u>	<u>Ø</u>
Aeration	<u>\$ 425.⁰⁰</u>	<u>1</u>	<u>\$ 425.⁰⁰</u>
Overseeding	<u>\$ 270.⁰⁰</u>	<u>1</u>	<u>\$ 270.⁰⁰</u>
Lime Application	<u>\$ 130.⁰⁰</u>	<u>1</u>	<u>\$ 130.⁰⁰</u>
Grubb Control	<u>\$ 220.⁰⁰</u>	<u>1</u>	<u>\$ 220.⁰⁰</u>
TOTAL			<u>\$ 1480.⁰⁰</u>

LOCATION: DEMEYER FIELD (MEN'S SOFTBALL FIELD)

<u>APPLICATION</u>	<u>PER COST APPLICATION</u>	<u># OF TIMES PER YEAR</u>	<u>TOTAL COST</u>
Fertilizer	<u>\$ 285.⁰⁰</u>	<u>3</u>	<u>\$ 855.⁰⁰</u>
Weed Control	<u>Ø included</u>	<u>3</u>	<u>Ø</u>
Aeration	<u>\$ 780.⁰⁰</u>	<u>1</u>	<u>\$ 780.⁰⁰</u>
Overseeding	<u>\$ 495.⁰⁰</u>	<u>1</u>	<u>\$ 495.⁰⁰</u>
Lime Application	<u>\$ 200.⁰⁰</u>	<u>1</u>	<u>\$ 200.⁰⁰</u>
Grubb Control	<u>\$ 490.⁰⁰</u>	<u>1</u>	<u>\$ 490.⁰⁰</u>
TOTAL			<u>\$ 2820.⁰⁰</u>