

MEETING NOTICE

The regular monthly meeting of the Ellsworth City Council will be held on Monday, August 19, 2024 at 6:00 PM in the Ellsworth City Hall Council Chambers

Meetings will be broadcast live on:

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

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

Spectrum Channel 1303

AGENDA

1. Call to Order.
2. Pledge of Allegiance.
3. Rules of Order.
4. Adoption of the Ellsworth City Council minutes from the following meeting:
 - July 15, 2024 Regular Meeting
5. Presentation of Awards.
 - Brian Smith – 5 years of service
 - Aimee Barnes – 5 years of service
6. City Manager's Report.
7. Committee Reports.
8. Citizen's Comments.
9. Councilor Comments.

UNFINISHED BUSINESS

10. Continued discussion and potential action on 7 Fairgrounds Rd property regarding whether the building has been secured and exterminated.
11. Continued discussion and potential action on Maine Organics; Code Office complaints report and Planning Office report on Planning Board discussions at time of approval/DEP role.

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.

NEW BUSINESS

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

- Margs Mex Ellsworth LLC d/b/a Margaritas Ellsworth, 191 Main Street, for renewal of a City Class B License (Amusement, Liquor, Victualer) and renewal of a State Class A Restaurant/Lounge Malt Liquor, Wine, Spirits (Class XI) Liquor License.
- Jennifer Wing Goodrich d/b/a Pepper's Pub, 20 Water Street for renewal of a City Class B License (Amusement, Liquor, Victualer) and renewal of a State Class A Restaurant/Lounge Liquor License.
- Da Butler Did It, LLC d/b/a Dragonfire, 248 State Street, for a renewal of a City Class B License (Arcade, Victualer, Liquor) and renewal of a State Malt Liquor license.

*****New Below*****

- Aargh Inc d/b/a Pat's Pizza, 396 High Street for a new City Class B License (Amusement, Victualer and Liquor) and renewal of a State Restaurant (Class I, II, III, IV) Malt, Spirituous and Vinous Liquor License. (Currently has Class C changing to Class B)
- The Fuzion Buffet, 200 High Street for a new City Class C License (Victualer and Liquor) and a new State Liquor License.

13. Council Order #082400, Presentation from Ellsworth Rotary Club on DeMeyer field project. (Sponsored by Manager Pearce)

14. Council Order #082401, Approval of City Manager's appointments.

- Promotions

15. Council Order #082402, Appointment of City Officials by the City Council.

- Reappointments – Arbor Commission *

16. Council Order #082403, Request of the Public Works Director to award the bid for the Surry Road Water Main Replacement.

17. Council Order #082404, Request of the Public Works Director to extend the current winter sand and road gravel contract.

18. Council Order #082405, Request of the Public Works Director and Safety Officer to purchase additional safety equipment for safe working conditions.

19. Council Order #082406, Discussion and possible action for extension of the Moore Center lease. (Sponsored by Councilor Lyons)
20. Council Order #082407, Request of the City Assessor to create a Senior Tax Stabilization Program for FY2025.
21. Council Order #082408, Request of the Facilities Manager to authorize the City Manager to enter into a contract for lead paint abatement in the Fire Department bunk rooms as part of a Capital Improvement.
22. Council Order #082409, Discussion and possible action on sending the question of opting into adult recreational marijuana and medical use marijuana to referendum. (Sponsored by Councilor Stein)
23. Adjournment.

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Spectrum Channel 1303

AGENDA

1. Call to Order.
2. Pledge of Allegiance.
3. Rules of Order.
4. Adoption of the Ellsworth City Council minutes from the following meeting:
 - ❖ June 17, 2024 Regular Meeting Minutes
 - ❖ June 26, 2024 Special Meeting

Motion to approve C. Hanson second T. Mote, passed 7-0

5. City Manager's Report.

- *Staffing – New Promotions, but will add more later in the agenda. Police Chief in second round of in person interviews, 2 extremely qualified candidates. Finalizing interview process, committee meeting next week to make recommendation to Council.*

New Hires posted – GA Specialist, Code Enforcement Administrator and HR Specialist.

- *Now that Budget is done looking toward an Infrastructure plan. Looking for a 1, 5 and 10 year plan. Look forward to getting involved with bond cycle, future taxes, Bipartisan Infrastructure Act, Inflation Reduction Act, Maine Department of Transportation, US Department of Transportation. There is a wealth of sources of funding that could align with our projects. Start with roads, wants lots of public input.*

- *Nomination papers available July 26*

- *Water Treatment Plant replacement, late August public workshop to see latest updates on the plans. Have received a \$1 million Northern Borders Grant to offset some of the costs.*

- *High Street upgrades – bid has been awarded. Still looking for a starting date not sure if it will be late fall or summer.*

- *Frenchman's Bay Conservancy; they have been a huge help with a variety of projects. Public participation workshops scheduled for the fall, with a final report in Jan 2025. Looking into River walk project.*

- *Courthouse update – workshop on July 30 at 6pm. Also arranging a meeting with the State Judiciary on the courthouse and people that are involved with that.*

6. Presentation of Awards.

- ❖ Nathan Burckhard – 10 years of service to the City
- ❖ Cpl. Kelvin Mote – Life Saving Award

- ❖ Off. Nicholas Bagley – Life Saving Award
- ❖ Captain Tyler Kennedy – Unit Citation Award
- ❖ Firefighter Peter Leighton – Unit Citation Award
- ❖ Firefighter/EMT Brandon Leavitt – Unit Citation Award
- ❖ Firefighter/EMT-A Tyler Isherwood – Unit Citation Award
- ❖ Brandon Eugley – Civilian Life Saving Award

7. Committee Reports.

J. Stein – Broadband committee has dispersed but some Councilors received an email recently regarding Graham Way and Branch Pond area and the internet issues they have. Fidium Fiber potentially doing work in some areas. Personally did some research with help of Janna and Jason. There was a plan for internet to go into the areas but plans ended up being abandoned. Janna is looking into grants and other funding opportunities to get internet to these areas.

N. Smith – Historic Preservation Commission, there was a presentation about mapping of the Ancient Burial Grounds; and the meeting to follow the presentation had to be canceled but they are meeting Wednesday afternoon. They will bring up the funding for printing report so that it is available. Was not satisfied with minutes from presentation in describing the project; has an addendum to minutes that better describes.

8. Citizen's Comments.

Buris Jester Sr – lived in Ellsworth for 24 years, has a complaint regarding Maine Organics. Asked to wait until the agenda item.

9. Councilor Comments.

UNFINISHED BUSINESS

CONSENT AGENDA

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NEW BUSINESS

10. Public hearing and action on the application (s) for renewal for the following license (s):

- ❖ Maine Organic Therapy d/b/a Curaleaf Maine, 3 Myrick St Suite B, for renewal of a Medical Marijuana Dispensary License including a City Victualer License.
- ❖ Ellsworth Lodge of Elks #2743, 317 High Street, for renewal of a City Class B License (Victualer, Liquor and Amusement) and renewal for a State Club-on Premise with Catering Malt, Spirituous and Vinous (Class I) 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.

- ❖ Melanie Omlor-Fox d/b/a Helen's Restaurant of Ellsworth, 55 Downeast Highway, for renewal of a City Class C License (Victualer and Liquor) and renewal of a State Restaurant Malt, Spirituous and Vinous (Class I, II, III, IV) Liquor License.
- ❖ Daniel C Potts d/b/a Lakeside Cedar Cabins, 397 Mariaville Road, for renewal of a City Lodging License.

Motion to approve C. Hanson, second N. Smith, passed 7-0

11. Council Order #072400, Discussion and possible action against Maine Organics for violation of Ellsworth Unified Development Ordinance and the Administrative Consent Agreement signed on March 21, 2024. (Sponsored by Councilor O'Halloran)

C. Pearce – we don't have any violations of the agreement yet, but there are various complaints. Toured the facility and met with Robert and reviewed the consent agreement.

R. Grant – Memo detailing all complaints received since consent agreement was signed, there are 10 or 11 complaints; two days in particular June 11 & 28. On the 11th smell was gone before 10am, and everywhere but the Industrial Rd by 9am. On 28th persistent smell on route 180 but nowhere else. Smell throughout the day on the road but not a violation because it is just on the road, it isn't damaging property value. Allowed to "smell" from 6-8am, Monday – Friday because it is mixing time. In order for violation to begin, consistent smell for 1 hour after or any time during the day. Has to go to the site of complaint to verify and then go to Maine Organics to determine it is the same smell and then they are given an amount of time to get rid of the smell.

Buris Jester Sr – been here since 1965 for clean air, how would you like to sit on your deck and smell it. Why was it approved to begin with? Whoever approved it needs to do something about it now. Would like to see a solution to the problem.

Tim Stone – 30 Old Mill Rd. Putting in 16 unit luxury tree house, well over \$8 million into Ellsworth. There were lots of options but Ellsworth was the best place to do it, lots of potential. Smell 4 times on the property in the last 3 weeks. Consent agreement is unenforceable. Smell doesn't last all day but that isn't the problem, it is because it is so often. Will destroy the business, can't have the smell.

S. O'Halloran – been in the seat for 3 years and it doesn't look like we are any further ahead. From the beginning it has gotten push back from city and previous Council. Maine Organics has done a better job each year in the last 3 years. There have been efforts and improvements. Ordinance says you are not permitted to produce an odor beyond the lot lines. If this is going to be overlooked, Ellsworth could become a fair city and give everyone a pass to not follow the rules. Voted against the consent agreement.

N. Smith – her understanding is the consent agreement was to address the issue to make everyone happy. Do we have flexibility with the consent agreement? What are the options to correct it? Still support the goal but this tool doesn't seem to be working so what can be done to adjust or amend.

City Attorney Hamor – the consent agreement signed is an administrative agreement, did not go to court. It is a contractual matter to try to resolve the situation before if went to court. Possibility to amend by working with Maine Organics. Would need to look more into it if unilateral changes need to be made.

P. Lyons – Grew up on the coast and Maine doesn't always smell good. Would like to find a balance businesses and people. Hope that Council can find a way to make it work, don't want to have anyone go out of business.

S. O'Halloran – lived here 60 years. Sometimes visual aids are the best way to show what others are feeling. Issue not Council or Ellsworth's problem, it is Maine Organics, they need to figure out how to keep the smell on their property.

C. Hanson – Is curious if the business had lived up to the original agreement, if they are doing what they are supposed to be then she agrees with Councilor Smith to amend and make something work.

N. Smith – Arbor Camp at least a mile away, they did their part so this is a big deal because it isn't just in the neighborhood.

J. Stein – it is our problem and responsibility. Council steps in when needed. Unenforceable, but previous version was just us trying to figure out the ordinance and how we can fine them and could we do anything with their license since they are licensed through the DEP. When agreement was signed did recommend that we sit back down in 6 months when it started to get warmer. We have a good baseline, now we should sit down with them and make changes.

S. O'Halloran – Was soft with the contractor from the start, he doesn't want them to not thrive. The process is taking too long by not addressing it. Don't want to fine anyone. Watched video from planning board and contractor said if done right it won't smell. Enough is enough, if the neighbors can't rely on the city then neighbors should be filing for tax evadement.

M. Beal – Haven't watched the video, would like to have it sent to everyone or minutes so that they can review it.

P. Lyons – What would we like the result to be? Proposal?

S. O'Halloran – Enforce the ordinance.

C. Pearce – Let's review the minutes and consent agreement, what other action items are. What the council's intent/direction is. Did not find violations with the way the consent agreement is written so what can we change.

N. Smith – Not sure how people contact code, hopes we can work on this between council meetings.

R. Grant – easiest way is to email city email, does get 24hours a day. Call office during business hours. Will have a City cell any day and will make the number available for people. June 28th was there 4-5 hours after hours. Purchasing equipment to measure smell, contacted DEP gave name of company and have emailed them but haven't heard back from them.

12. Update/discussion with potential action on Juniper Cemetery. (Sponsored by Councilor Smith)

N. Smith – Juniper Cemetery came to the council in November of last year, she offered to take the lead into what is next. There has been a lot of work put into it so far to determine the best path forward to ensure care of the cemetery and respect for those who are buried there. She is pleased with the plan that C. Pearce has come up with.

C. Pearce – The city is proposing to outline what our responsibilities will be to ensure the site is maintained. Financial administration, currently holds a TD Bank checking and savings, Clerk will be signer on accounts. Will outline detailed public financial reporting structures and auditing procedures for if and when money is used for maintenance of the grounds as well as how much money we take in for burials. Rudman and Winchell will be revising the bylaws to reflect the City's ongoing control of the property; specific policies and procedures for the city to maintain compliance and high standards of care. A new governance structure which could include the formation of a new city committee to oversee cemeteries. Jennifer Sala has been assisting with burials and acting as an Interim Sexton and may look to formalize her role as

Sexton, also would look to have her train additional Sexton's so we have backups. Records and maps are currently in the Clerk's Office and making sure we have policies and procedures in place for those. Have an informal agreement with the previous maintenance person to continue taking care of it, and will formalize the role and potentially put it out to bid. Highway department will regularly check on the grounds to make sure that it is being taken care of. Upon completion of the new bylaws, they will be presented to the Council for approval. At the year mark, we will reevaluate how well it is going with the City holding it and potential non-profits who could take over ownership of the grounds. If we do take it over, there would be increased reporting to Council and budgeting to make sure that it is adequately accounted for and audited appropriately.

P. Lyons – The understanding was when we took it on was to help with transition and find new folks to operate it, not the city. Circumstances change and we need to do what is best but hopefully the goal is to find an organization that can run the cemetery. If it isn't possible the City needs to do what is necessary to respect the cemeteries and burial grounds. Would encourage former path of a non-profit running it but if it isn't feasible we look into whatever options are left.

C. Pearce – Knowing where we are at we would like to tighten up the policies and procedures so we can operate in good faith and then look into other non-profits for operation.

M. Beal – There is a board that has been put together that is interested in running the cemetery, so would encourage us to get things in order and then look toward passing it along.

13. Council Appointments – Discussion and action to appoint:

- ❖ Nathaniel Moore as Finance Director
- ❖ Suzanne McLean as City Clerk
- ❖ KaTina Vanadestine as Director of Social Services
- ❖ Michael Harris as Public Works Director

Motion to approve C. Hanson, second T. Mote, passed 7-0

14. Council Order #072401, Determination of whether the residential building located at 7 Fairgrounds Rd, on land owned by Sandra L. Kazlaskas, (**MAP 137, LOT 113**) of the current Tax Maps of Ellsworth, Maine, described in **BOOK 2901, PAGE 308** at the Hancock County Registry of Deeds, is a nuisance or dangerous within the meaning of 17 M.R.S. § 2851.

The Code Office reports that in February 2023 the home caught fire in the upstairs and was partially burned and has been uninhabitable since. We have received numerous complaints from the neighborhood about rodent infestations coming from the property. We have not seen any sign from the owners of any progress being made on rectifying the damage done to the structure or cleaning up any debris surrounding it. That is the reason for the Public Hearing request to deem it a dangerous building, unsafe structure and ask that the City demolish it so there are no issues. If the building was demolished the property still belongs to the owner.

The City Lawyer stated what typically happens in a dangerous building condemnation is that Council would issue an order which would specify what happens next. Order would go to the landowner saying you have 30 days to rehabilitate and make the property safe again, and if you don't then you would be required to demolish the building within 30 days, and if you don't then the City can go in and demolish it for you and charge you for the cost; which would be put on the property through a special assessment. Timeline would be up to the Council, but where it has been sitting for such a long period of time a shorter time period would be appropriate.

The homeowner and her son were present at the meeting. She stated that less than a week before the fire her husband had been released from the hospital after a lower limb double amputee surgery and is still not back on his feet and she has multiple health issues. Hilary Fernald, with the legal aid for the elderly, has been helping them and had been working with Lori. They are in the process of having people coming in to work on the house. Bill Crawford Jr is coming to seal off the building from the elements, they have a contract coordinator lining up plumbers, electricians, etc.

Council has concerns regarding timeframes for completion. They also have concerns regarding the safety of the building and whether it could be secured in the short term.

The Director of Social Services was working with Lori regarding this situation. Lori needed proof that the insurance was going to move forward with the rebuild. We need proof that they were going to pay to have the work completed and proof that the permitting was going forward. Code has not received anything yet for proof.

The Lawyer would suggest if the Council can give him an idea of what they are looking for regarding an order, if the matter could be postponed until the next meeting, that he can prepare draft findings including timelines and then if it was acceptable then the order could be issued. It would allow the homeowner a little extra time to work with Code on the necessary paperwork.

Councilors had concerns regarding the insurance company and their non-responsiveness, which has created the problem that we are in. Can, and would it be effective if, the City were to reach out to them to follow up about the property. Is there insurance money that has been sent to pay for repairs?

The Tax Collector stated that when there is a mortgage and claims are made, the check always has to go to the mortgage holder for their signature and then it will come back. They give the initial amount to help get the project going and then when the work gets started the invoices from the contractors go to the insurance company and they will pay them. With replacement cost, the insurance will pay to build the house to brand new, not just try and fix it. If they don't build back then the insurance will pay based on the actual cash value of what the house was at the time of the loss. That can be a big difference.

Motion to declare the property a dangerous property pursuant to 17 M.R.S. § 2851 and within 30 days be secured and exterminated. Resume conversation at August meeting with updated information about insurance and a proposed plan for moving forward by C. Hanson, second P. Lyons, passed 7-0

15. Council Order #072402, Request of the Waste Water Superintendent to approve the expenditure of \$322,324.00 for the materials and labor associated with the Maine DOT High Street paving project. The funding would come from the reallocated bond money from the 2023 General Obligation Bond.

M. Harris – amendment given, dollar figure a couple thousand higher. DOT hoping to start in August but no confirmation yet. City is required to fund labor to adjust manhole covers and rims and also water boxes. Contract was \$2,900 each for rims and covers and \$950 each for water valves and covers. We are required to supply the materials, new manhole rims and covers where appropriate, and new water box gate valves where appropriate. Separate item, 3 insertion valves in the project area that need replacement, that price is included in the total. Would contract with EJP to come down and replace. Requesting to expend \$330,962 to pay for labor, manhole rims and covers, water gate boxes and covers and 3 insertion valves and labor to replace them funded from the bond money from the 2023 General Obligation bond.

Motion to approve request to expend \$330,962 for materials and labor associated with Maine DOT High Street Paving Project funding to come from the reallocated bond money from the 2023 General Obligation Bond by P. Lyons, second C. Hanson, passed 7-0.

16. Council Order #072403, Request of the Interim Police Chief to approve the purchase of body/cruiser camera system from Motorola Solutions in the amount of \$25,000.00 for the first year payment and to sign a 5-year contract for service. The total 5-year contract price is \$249,009.35.

T. Bires – 20 body cameras, 11 cruisers, 2 recorders for interview rooms. Thursday night incident, with a barricaded suspect in a trailer threatening with a gun, after several hours they found did not have a weapon. This is another situation that if they had the body cameras it would help.

C. Pearce – there is a grant opportunity available for the cameras, if awarded Motorola would work with us to transition the contract to be funded from the grant.

Move to approve the purchase of body/cruiser camera system from Motorola Solutions in the amount of \$25,000.00 for the first year and to sign a 5-year contract price of \$249,009.35 from budget by C. Hanson, second N. Smith, passed 7-0

17. Council Order #072404, Request of the Interim Police Chief to approve the purchase of Tasers from AXON in the amount of \$19,360.45 for the first year payment and to sign a 5-year contract for service. The total 5-year contract price is \$104,862.40.

T. Bires – replace entire supply of tasers and in 5 years we would own them. Purchase includes everything – tasers, instructions, training cartridges, live rounds and holsters as well as software.

Motion to approve the purchase of Tasers from Axon in the amount of \$19,360.45 for the first year payment and sign 5-year contract for service total price \$104,862.40 from budget C. Hanson, second N. Smith, passed 7-0

18. Council Order #072405, Discussion on the formation of an internal City Working Group to hold educational workshops on the opportunities and challenges related to Ellsworth opting in to allow cannabis businesses within certain areas of the City. (Sponsored by Councilor Stein)

J. Stein – Create a working group, an assignment of internal city people such as board, commission, committee and/or staff. Recommendation would be that it is comprised of Planning Board, City Councilor(s), Officer (PD), Economic Development, Manager and City Planner. The

idea is to look into opting in to the use of medical cannabis usage in the City. To start to determine what would be the best way to design an ordinance for Ellsworth. It should go to referendum in November for public to vote on.

M. Beal – Appreciates this effort, this is great for the people so they can understand instead of just a simple do you approve.

P. Lyons – Appreciate proposal to put it out to the public to vote, the council could make the decision but this is a great opportunity to let the people speak. They can make an informed decision.

N. Smith – If understanding the flow chart correctly, by vote in November the draft ordinance would be available?

J. Stein – The hope is the recommendations would be published.

M. Williams – Group would collect information and do a lot of the leg work for Planning Board and Council. If voters were to approve, recommendation would be for Council to put out a moratorium for 6 months to get ordinances drafted, then go through the Planning Board process and to the Council.

C. Pearce – won't need extra meeting due to printing time, will be able to put it on the August agenda.

J. Stein – would cost estimated \$10,000-\$20,000 of staffing/research time and City could get reimbursed for the cost, so potentially there would be no cost to the City.

S. O'Halloran – closest towns who are doing it?

M. Williams – SWH, Surry, Franklin, Trenton, Bucksport

Patrick will serve on the committee

19. Adjournment.

Motion to adjourn by N. Smith, second C. Hanson, passed 7-0

MEMORANDUM

To: City Council
From: Robert Grant, Code Enforce Officer
CC: City Manager Charles Pearce
Date: August 14, 2024
RE: 7 Fairground Road Update

Background

At the July Council meeting, the Council asked the Kazlaskas family to do two things to show good faith that they were serious about repairing the condition of their home to make it a livable space again. Those two conditions were to board up the window penetrations that were opened during the fire and to have the rodents exterminated from the property.

I have attached photos taken on Monday (8-12-24) and today (8-14-24) which shows the state of the Property at 7 Fairground Road. Last night (8-13) the wall penetrations caused by the fire were covered with plywood. As you can see from some of the photos, trash and debris inside the home were moved between 8-12 and when I was there on 8-14. The Unsafe Premises notice that Lori posted there after the fire states no one is supposed to go inside without the permission of the CEO.

I have asked Ebony to get you access to a video of the inside of the home I took through a window. If the video is unclear, there is a large amount of flies swarming the general area of the living room above a blanket. I cannot say what that swarm of flies might be from, but I contacted Shawn Willey at the Police Department and informed him that the PD may want to investigate just in case. Shawn declined to send one of the officers inside. Regardless of what the cause of the flies may be, that is evidence that there is still some sort of food source for rodents and other pests bothering the neighborhood.

I have also attached a poorly scanned copy of an email that was presented to me as proof that the Kazlaskas family had an exterminator coming to the home. The top line of the email response appears to read "Thank you. I will get your account set up and the technician will text you 1-2 days ahead to give you the day and time frame of arrival." This would indicate that exterminators are on their way to the home at some point, but that date is not known at this time.

Suggested Motion:

Move to deem the property at 7 Fairground a dangerous building pursuant to 17 M.R.S. § 2851 and instruct the City Manager and Code Enforcement Officer to oversee the demolition of the building and removal of related debris.

Fwd: New submission from Contact Us

1 message

Sandra Kazlaskas <sandrakaz347@gmail.com>
To: 01021982x@gmail.com

Tue, Aug 13, 2024 at 3:33 PM

----- Forwarded message -----

From: Sue Ward <sue@mainepestsolutions.com>
Date: Tuesday, August 13, 2024
Subject: Re: New submission from Contact Us
To: Sandra Kazlaskas <sandrakaz347@gmail.com>

Thank you, I will get your account setup and the technician will text you 1-2 days ahead to give you the day and time frame of arrival.
Have a great day!

Sue Ward
Maine Pest Solutions
P.O. Box 346
Brewer, ME 04412
207-944-8385
sue@mainepestsolutions.com

On Tue, Aug 13, 2024 at 1:43 PM Sandra Kazlaskas <sandrakaz347@gmail.com> wrote:

Text preferred
7 fairground road Ellsworth Me is the physical address
The house is yellow

On Monday, August 12, 2024, Sue Ward <sue@mainepestsolutions.com> wrote:

Good morning,

Thank you for the information. We usually recommend a quarterly service for homes with rodent concerns. At the first service we would look for entry points and install interior and exterior rodent bait stations in areas of concern. These stations contain an anticoagulant rodenticide and are locked and tamper resistant. The initial service helps to eliminate the current issue and the quarterly service is for continued prevention. The quarterly service also includes treatment for insects like ants, spiders, hornets, on the exterior of the home in the warmer months. The cost for your size home is \$400-\$500 for the initial service including equipment and then every 3 months the quarterly would be \$160-\$190, depending on if you want to include the detached garage.

I will get you on the list and we should be able to fit you in next week. The technician will reach out to you 1-2 days ahead to give you the day and arrival window.

We do ask for payment at time of service and accept cash, check or credit/debit cards.

Monday, August 12th







Wednesday, August 14





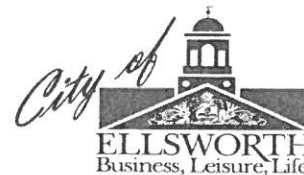


City of Ellsworth

One City Hall Plaza
Ellsworth ME 04605

Business License Renewal Form

MARGARITAS ELLSWORTH
MARGS MEX ELLSWORTH LLC
147 15TH STREET
BANGOR ME 04401



Please review the information we have on record, for your business. Make note of any changes or corrections, return the signed application, along with your payment to the City Office (address shown above) as soon as possible for quick processing and to avoid lapse in license. If you have any questions call 207-669-6625.

If you are no longer in business, please check this box and return the form. ☐

Account Number: 429

State Tax ID:

Business Name: MARGS MEX ELLSWORTH LLC

State License #:

Business Address: 191 MAIN STREET

Business Email: dreesman@margsorono.com

Business Phone: 414-975-4087

Business Fax:

Type of Business:

Mailing Address: 147 15TH STREET, BANGOR ME 04401

Owner Name: MARGARITAS ELLSWORTH

Owner Phone: 414-975-4087

Owner Address: 191 MAIN STREET, ELLSWORTH ME 04605

Fees	Fee Based On	Quantity	Amount
\$85.00 per year			\$ 85.00
\$80. Public Hearing Notice Fee			\$ 80.00

Total License Fees: \$ 165.00

Fees are due upon receipt. Payments can be made via cash or check, or by using a credit or debit card. Use of credit or debit will incur a 2.5% consumer fee. You can mail your renewal, liquor application and fees to City Clerk, 1 City Hall Plaza, Ellsworth, ME 04605.

Fees due before new license will be issued Current License expires on 08/31/2025

All applications and remittances are accepted subject to audit and approval and do not constitute a license to do business. The foregoing information is correct to the best to my knowledge. The applicant hereby acknowledges his responsibility to maintain the business in compliance with all applicable laws and ordinances.

Signature

Print Name

Date

Please return signed application and payment to the City of Ellsworth

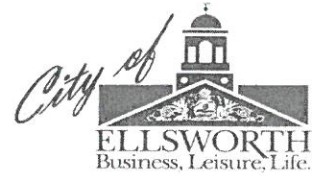
Office Use Only: Date Received: _____ Receipt No: _____

City of Ellsworth

One City Hall Plaza
Ellsworth ME 04605

Business License Renewal Form

PEPPERS PUB
WING GOODRICH JENNIFER A
20 WATER STREET
ELLSWORTH ME 04605



Please review the information we have on record, for your business. Make note of any changes or corrections, return the signed application, along with your payment to the City Office (address shown above) as soon as possible for quick processing and to avoid lapse in license. If you have any questions call 207-669-6625.

If you are no longer in business, please check this box and return the form. ☐

Account Number: 95

State Tax ID:

Business Name: WING GOODRICH JENNIFER A

State License #:

Business Address: 20 WATER STREET

Business Email: jgpepperspub@aol.com

Business Phone: 207-460-9182

Business Fax:

Type of Business:

Mailing Address: 20 WATER STREET, ELLSWORTH ME 04605

Owner Name: WING GOODRICH JENNIFER A

Owner Phone:

Owner Address: 20 WATER STREET, ELLSWORTH ME 04605

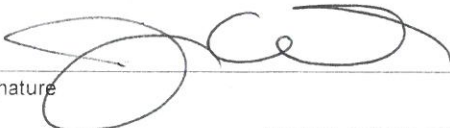
Fees	Fee Based On	Quantity	Amount
\$85.00 per year			\$ 85.00
\$80. Public Hearing Notice Fee			\$ 80.00

Total License Fees: \$ 165.00

Fees are due upon receipt. Payments can be made via cash or check, or by using a credit or debit card. Use of credit or debit will incur a 2.5% consumer fee. You can mail your renewal, liquor application and fees to City Clerk, 1 City Hall Plaza, Ellsworth, ME 04605.

Fees due before new license will be issued Current License expires on 09/01/2024

All applications and remittances are accepted subject to audit and approval and do not constitute a license to do business. The foregoing information is correct to the best to my knowledge. The applicant hereby acknowledges his responsibility to maintain the business in compliance with all applicable laws and ordinances.

Signature  Print Name JENNIFER A WING Date 7/9/2024

Please return signed application and payment to the City of Ellsworth

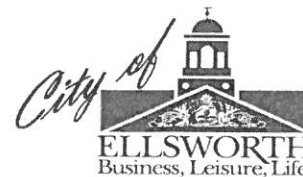
Office Use Only: Date Received: 7/9/24 Receipt No: 32000067

City of Ellsworth

One City Hall Plaza
Ellsworth ME 04605

Business License Renewal Form

DRAGONFIRE
DA BUTLER DID IT, LLC
81 BIRCHLAWN DR
LAMOINE ME 04605



Please review the information we have on record, for your business. Make note of any changes or corrections, return the signed application, along with your payment to the City Office (address shown above) as soon as possible for quick processing and to avoid lapse in license. If you have any questions call 207-669-6625.

If you are no longer in business, please check this box and return the form. ☐

Account Number: 494

State Tax ID:

Business Name: DA BUTLER DID IT, LLC

State License #:

Business Address: 248 STATE STREET

Business Email: JESSICAATG@GMAIL.COM

Business Phone: 207-667-3473

Business Fax:

Type of Business:

Mailing Address: 81 BIRCHLAWN DR, LAMOINE ME 04605

Owner Name: JESSICA BUTLER

Owner Phone: 207-266-8281

Owner Address: 81 BIRCHLAWN DR, LAMOINE ME 04605

Fees	Fee Based On	Quantity	Amount
\$85.00 per year			\$ 85.00
\$80. Public Hearing Notice Fee			\$ 80.00

Total License Fees: \$ 165.00

Fees are due upon receipt. Payments can be made via cash or check, or by using a credit or debit card. Use of credit or debit will incur a 2.5% consumer fee. You can mail your renewal, liquor application and fees to City Clerk, 1 City Hall Plaza, Ellsworth, ME 04605.

Fees due before new license will be issued Current License expires on 08/31/2025

All applications and remittances are accepted subject to audit and approval and do not constitute a license to do business. The foregoing information is correct to the best to my knowledge. The applicant hereby acknowledges his responsibility to maintain the business in compliance with all applicable laws and ordinances.

Signature

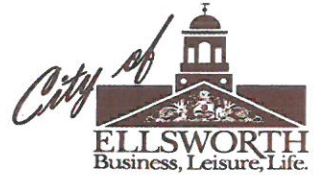
Print Name

Date

Please return signed application and payment to the City of Ellsworth

Office Use Only: Date Received: _____ Receipt No: _____

One City Hall Plaza
Ellsworth ME 04605



Business License Application

The City of Ellsworth thanks you for choosing our City to do business. Please fill out the required information below. Once complete, return to the City Clerk's office for processing. Once the required fees are paid, the City Code Enforcement Office and Fire Inspector will schedule your business for an inspection. Once your business passes inspection, we will confirm taxes are paid and that there are no issues with our police department. If your business requires a public hearing, I will place you on the schedule. If this is your first year operating, a representative must be present at the hearing. Once the City Council approves your license, you may open for business!

Account Number: 104

State Tax ID:

Business Name: Adryh Inc dba Part's Pizz

State License #:

Business Address: 396 High St

Business Email:

Business Phone: 207-610-5007

Business Fax:

Type of Business:

Mailing Address: PO Box 1016

Owner Name:

Owner Phone:

Owner Address:

Class A Establishment (Amusement, Victualer, Liquor, Lodging) \$100.00
 Class B Establishment (any THREE of the Class A types) \$85.00
 Class C Establishment (any TWO of the Class A types) \$65.00
 Victualer's License (provider of food for consumption on or off premise) \$35.00
 Mobile Vending License (any unit selling prepared food) \$45.00
 Amusement (Live music, dancing, entertainment etc.) \$35.00
 Lodging House (sleeping accomodations) \$30 plus \$2.00 per room
 Liquor (for on or off premise consumption) \$35.00
 Arcade (area for video games, billiards, pool etc.) <12 devices \$20.00
 > 12 devices \$35.00
 Special Amusement (regular amusement, with alochol) \$35.00

[illegible]

Fees are due upon receipt. Payments can be made via cash or check, or by using a credit or debit card. Use of credit or debit will incur a 2.5% consumer fee. You can mail your renewal, liquor application and fees to City Clerk, 1 City Hall Plaza, Ellsworth, ME 04605.

All applications and remittances are accepted subject to audit and approval and do not constitute a license to do business. The foregoing information is correct to the best to my knowledge. The applicant hereby acknowledges his responsibility to maintain the business in compliance with all applicable laws and ordinances.

Signature _____

Print Name

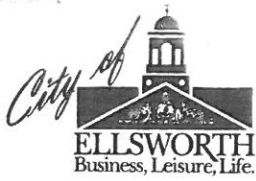
Date _____

Please return signed application and payment to the City of Ellsworth

Office Use Only:

Date Received: 7/23/24

Receipt No: 32000075



City Clerk
1 City Hall Plaza ▪ Ellsworth, ME 04605-1942
Phone (207) 669-6604 ▪ Fax (207) 667-4908
clerksoffice@ellsworthmaine.gov

BUSINESS LICENSE APPLICATION

CUSTOMER #630

APPLICANT: THE FUZION BUFFET

MAILING ADDRESS: THE FUZION BUFFET 200 HIGH STREET ELLSWORTH, ME 04605

MAP LOT: 131043000000

BUSINESS TELEPHONE:

FAX NUMBER:

EMAIL ADDRESS:

NAME OF BUSINESS (DBA): THE FUZION BUFFET

LOCATION OF BUSINESS: 200 HIGH STREET

NUMBER OF EMPLOYEES:

NATURE OF BUSINESS: CLASS C

DESCRIPTION: Public Hearing Notice Fee

PROPERTY OWNER: WCJJ LLC

BUSINESS OWNER: MICHELLE GRIFFITHS PHONE NUMBER: 207-812-1005

:
:
:
:
:
:
:
:
:
:

SIGNATURE:

DATE:

LICENSE EFFECTIVE FROM:

EXPIRES: 01/23/2025

March 28, 2024

The Rotary Club of Ellsworth is hosting a fundraiser on May 17th at Big Cats Catering in Trenton Maine from 5-7 pm for the benefit of improvements needed at Demeyer Field in Ellsworth Maine. The Demeyer Field is used by the Little League, Challenger Little League, and the YMCA from April - October for various athletic programs.

The need for improvements is critical for the safety of the children and an improved family experience for all. The project plans include a fenced playground area for siblings to use when the games are in progress, a fence along the pathway that connects the three fields that will aid in keeping children from using the busy road and repurposing the third field for multi-use multi age to include Little League, Farm League, Challenger Little League and to provide for future expanded Challenger programs, YMCA soccer and football programs. Additional parking spaces are also planned along the renovated field to provide for a safer and convenient parking structure. Currently the fields are right on the road and safety has been a concern for decades.

The event is a fundraiser to include a live and silent auction. The Rotary Club of Ellsworth in partnership with the Little League, Challenger Little League, Down East Family YMCA and the Ellsworth Recreation Committee are working collaboratively on the project.

In 1974 the ballfields were donated by the Rotary Club of Ellsworth to the City of Ellsworth for the purpose of recreational programs and after 50 years TLC and redesign for today's programs are needed. The event will likely have 250 people in attendance and the goal is to raise \$50,000 - 100% of the proceeds will go to this worthy community project.

Please join us in making a positive impact for the families and youth in our community.

Sincerely

Debra

Debra Ehrlenbach

President, Rotary Club of Ellsworth

Becky

Rebecca Sargent

Steering Committee

Peter

Peter Farragher

Steering Committee



INCLUSIVE BOCCE



MAROON MONSTER PATH



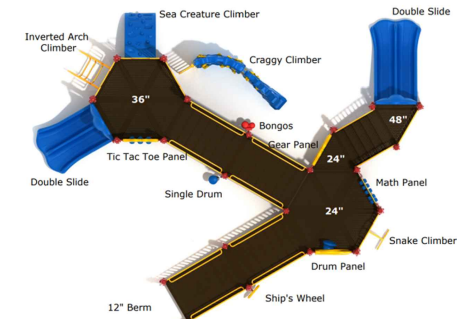
PLAYGROUND CONCEPT



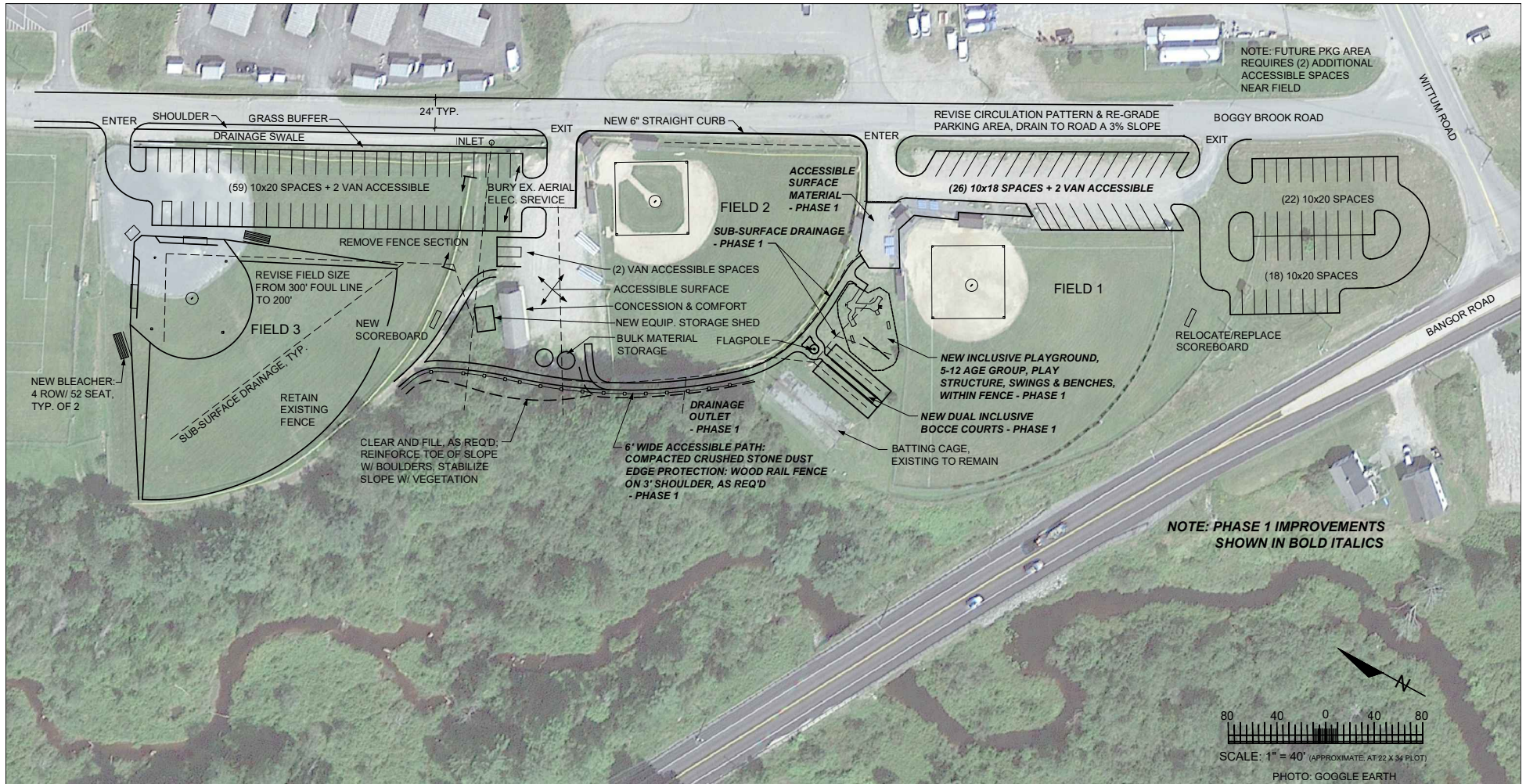
SWINGS: 1 INCLUSIVE, 3 STANDARD
BENCH: TWO PROPOSED



PLAYGROUND DONOR RECOGNITION FENCE



INCLUSIVE PLAY SET, AGES 5-12



Confirmation of City Manager's Appointments

WHEREAS, the City Charter provides that the City Manager appoints certain department heads or officers subject to confirmation by the City Council, it is hereby

ORDERED, that the following persons are appointed to the position indicated for a term to expire as indicated below:

<u>OFFICE</u>	<u>INCUMBENT</u>	<u>TERM TO EXP.</u>
Police Chief	Troy Bires	6/30/25
Deputy Police Chief	Shawn Willey	6/30/25
Communications Director	Maura Condon	6/30/25

Title: Appointments of City Officials by the City Council

WHEREAS, the City Charter or Statutes provide that the following officials be appointed by the City Council, and

WHEREAS, several of the appointments made by the City Council expire at midnight on June 30, 2024; it is hereby

ORDERED, that the following persons are appointed to the position indicated for a term to expire as indicated below:

Arbor Commission Members current term to expire 06/30/2024, request to reappoint until 06/30/2025:

Sandy Walczyk
Albert Harmon
Amy Reisman
Tabatha White
Jamie Lambert
Mary Blackstone
Jay Barnes
Iain Drummond
Teresa Davis

Memorandum

To: City Council Members
CC: City Manager
From: Mike Harris Public Works Director
Date: 8/14/2024
Re: Surry Road Water Main Project

Dear Members of the City Council,

I am writing to formally request the approval of a crucial infrastructure project that aims to enhance our water distribution system on Surry Road. The proposed project involves replacing a section of our existing water main, specifically from the Wye intersection of Route 172 and Route 1&3 and installing a new main extending from Westwood Drive to Josie's Store. This replacement will allow us to retire a section of asbestos pipe that currently runs cross-country behind the first row of houses between Westwood Drive and Mountainview Drive.

The upgrade includes increasing the main size from the current six inches to an eight-inch main, which will significantly improve the water flow and overall system reliability.

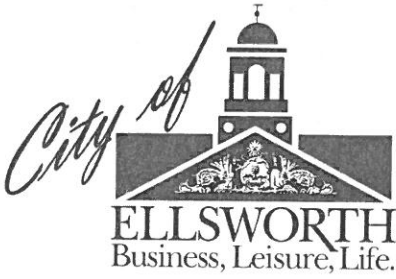
This project is fully funded through the State Drinking Water Revolving Fund. We have received 5 proposals with the lowest being a proposal from Sargent Construction for the amount of \$2,990,000. We respectfully request that the City Council approve this proposal and authorize the City Manager to sign the notice of intent to award letter, thereby facilitating the commencement of this essential work. Thank you for your attention to this matter and your continued support in enhancing our community's infrastructure.

2024 Surry Road Water Main Replacement
July 16, 2024

Vendor	Total of all Base	Total of all Bid Alternative	Total Bid Price		
RF Jordan	\$3,597,350.00	\$1,630,515.62	\$5,227,865.62		
Sargent	\$2,658,400.00	\$331,600.00	\$2,990,000.00	X	
Eastwood Contractors	\$3,222,500.00	\$476,980.00	\$3,699,480.00		
Ranger Construction Corp.	\$3,078,802.50	\$223,669.00	\$3,302,471.50		
Gordon Contracting	\$4,351,265.00	\$374,164.00	\$4,725,429.00		

True Copy Attest:


Ebony Kramp-Dowling
Deputy City Clerk



Public Works

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

MEMO

To: City Council Members

From: Michael Harris

Date: 07/30/2024

Re: Bid Award for winter sand and road gravel

The Public Works Director respectfully request that the Council extend the winter sand and road gravel contract we have with KJ Dugas.

The following is a summary of the bids from 2023:

KJ Dugas @ \$4.85 a yard for winter sand & road gravel @ 4.85 a yard

Harold Macquinn Inc. @ 6.00 a yard for winter sand & 2" road gravel @ 5.50 a yard

K.J. Dugas, has screened gravel for the past 3 years for the City and has done a fantastic job. They have always been very responsive to any issues that come up and have produced a great product for us.

If the Council approves this request, the following motion is suggested:

Move to approve the request of the Public Works Director to award the FY2024 Mineral Screening contract to KJ Dugas. The Contract amount to be funded from the Highway Department operating budget account #1030300-51325

K.J.
DUGAS
CONSTRUCTION, INC.

P.O. Box 298
Surry, ME 04684

(207) 667-5735
fax (207) 667-2440

July 24th 2024

City Of Ellsworth
1 City Hall Plaza
Ellsworth, Maine 04605

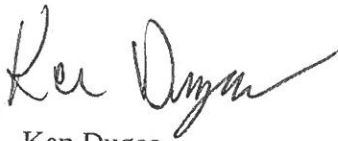
Attn Adam

RE: Winter sand and gravel screening

K J Dugas is pleased to propose the following

1) Screen ½ minus and 2" minus aggregate at 2023 price of \$4.85 per CY for the 2024 season.

Sincerely,



Ken Dugas

\

BID SHEET
CITY OF ELLSWORTH
Mineral Screening

BID SHEET

Sand \$ 4.85 /cyd. 10,000 cyds. Total Bid \$ 48,500.00

2"minus gravel \$ 4.85 /cyd 5,000 cyds Total Bid \$ 24,250.00

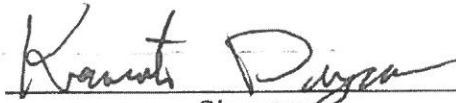
Winter Screening \$ 7.00 /cyd

Alt. 1 Sand \$ 14.00 /cyd. 10,000 cyds. Total Bid \$ 140,000.00

Comments or restrictions on Bid Price _____

KJ Dugas would like to purchase 2000 CY of tailings at \$2.00 per CY

K.J. Dugas Construction Inc.
Name of Company


Signature

PO Box 298
Address

Kenneth J Dugas
Print Name

Surry ME 04684
Town/State/Zip

President
Title

207-667-5735
Telephone

7/31/2023
Date

Memorandum

To: City Council Members
CC: City Manager
From: Mike Harris Public Works Director
Date: 8/14/2024
Re: Safety Equipment

I am writing to request the City Council's approval for the purchase of essential safety equipment to enhance the Public Works team's ability to work safely on our local roads. Our tasks, such as addressing water leaks or paving, often require us to operate within active traffic patterns, making this equipment crucial for safety and efficiency.

We are requesting the following items:

- Inventory of signs for clear work area designation
- Portable light stands for night work in poorly lit areas
- Necessary hand tools and cordless tools
- Portable traffic lights
- Portable Jersey barriers

The total cost for these items is \$64,000. We propose funding this purchase initially from the Wastewater Reserve Account, with the agreement that one-third of the cost will be reimbursed from the 2026 Highway and Water Departments' budgets.

The Ellsworth Public Works Director respectfully seeks the Council's approval for this investment in safety equipment, which will significantly improve our operational safety and effectiveness in the amount of \$64,000. This purchase would initially be paid for out of the Wastewater Reserve Account with the provision that a third of the cost will be returned to the reserve account from the 2026 Highway and Water Departments budget.

JIMAR Construction Products, LLC

1270 Hammond St Suite 2
Bangor, ME 04401

Phone # 207-907-4491

marny@jimar.us

Estimate

Date	Estimate #
7/31/2024	9302

Name / Address
City of Ellsworth 1 City Hall Plaza Ellsworth, ME 04605

Project

Item	Description	Qty	Rate	Total
48SBR-MS-RC	48" Hi-Viz Reflective Roll up with Ribs "ROAD CLOSED"	16	128.61938	2,057.91
48SBR-MS-WA	48" Hi-Viz REFLECTIVE Roll up with Ribs "WORK ZONE AHEAD"	8	127.99875	1,023.99
48SBR-MS-UWA	48" Reflective Hi-Viz "ALTERNATING TRAFFIC"	8	128.00	1,024.00
48SBR-MS-OLRA	48" Reflective "ONE LANE ROAD AHEAD" w/ Ribs	8	127.99875	1,023.99
5012SSAL	Heavy Duty Single Spring Aluminum Stand, Adjustable Legs, Screw Lock Upright	24 48	144.99771	6,959.89
48 SBR-MS-BPTS	48" Reflective Hi-Viz " Be Prepared To Stop"	8	128.00	1,024.00

			Subtotal	\$13,113.78
			Sales Tax (0.0%)	\$0.00
			Total	\$13,113.78

9633.78

Shopping Cart

	Quantity	Each	Price
Road Closed Sign - 48" X 48" (/traffic-signs/roll-up-road-closed#RU-48-REF-RDCLSD) RU-48-REF-RDCLSD Roll Up Sign Material: Reflective Size: 48" X 48" Roll Up Sign Text: ROAD CLOSED	16	\$133.95	\$2,143.20
One Lane Road Ahead Sign - 48" X 48" (/traffic-signs/roll-up-one-lane-road-ahead-sign#RU-48-REF-OLRA) RU-48-REF-OLRA Roll Up Sign Material: Reflective Size: 48" X 48" Roll Up Sign Text: ONE LANE ROAD AHEAD	8	\$133.95	\$1,071.60
Utility Work Ahead Sign - 48" X 48" (/traffic-signs/roll-up-utility-work-ahead-sign#RU-48-REF-UWAHD) RU-48-REF-UWAHD Roll Up Sign Material: Reflective Size: 48" X 48" Roll Up Sign Text: UTILITY WORK AHEAD	8	\$133.95	\$1,071.60
Single Lane Ahead Sign - 48" X 48" (/traffic-signs/roll-up-single-lane-ahead-sign#RU-48-REF-SLAHD) RU-48-REF-SLAHD Roll Up Sign Material: Reflective Size: 48" X 48" Roll Up Sign Text: SINGLE LANE AHEAD	8	\$133.95	\$1,071.60
Customized Roll Up Construction Signs - 48 Inch (/traffic-signs/roll-up-custom#RU-48-REF-O-CUSTOM) RU-48-REF-O-CUSTOM Color: Orange Finish: Reflective Size: 48 Inch	8	\$153.95	\$1,231.60
34 Lb. Zephyr Sign Stand (/traffic-signs/zephyr-sign-holder-stand#ZEPHYR) ZEPHYR Sign Bracket: 'Quick Latch'	24	\$143.85	\$3,452.40

Shipping Summary

Shipping Weight: **1,216 lbs.**Shipping Method: **FedEx Freight**Shipping Cost: **\$885.70****Estimated Delivery Date: Wednesday, August 7, 2024**

*Please note that applying lettering sometimes adds 1 business day to delivery dates.
 Please call if you need an exact delivery date for your customized order.

Zip Code: Ellsworth, ME

[Recalculate Shipping](#)

Order Summary

Subtotal: **\$10,042.00**

Shipping: **\$885.70**

Sales Tax: **\$552.32** Sales Tax Exempt?

Final Total: \$11,480.02

QUOTATION



WHITE SIGN
TRAFFIC CONTROL PRODUCTS

P.O. Box 261
45 Dempsey-Greaves Lane
Stillwater, ME 04489

Phone: 207-827-5802
800-479-6193
Fax: 207-827-3774

Date: 8/8/2024

TO: City of Ellsworth

Attention:

Fax:

Project:

Quantity	Description of Materials	Unit Price	U/M	Extended Price
16	48" Refl Rollup Road Closed	169.70	ea	2715.20
8	48" Refl Rollup Work Area Ahead	169.70	ea	1357.60
8	48" Refl Rollup Be Prepared to Stop	169.70	ea	1357.60
8	48" Refl Rollup Alternating Traffic	192.70	ea	1541.60
8	48" Refl Rollup One Lane Road Ahead	169.70	ea	1357.60
24	C-202 Stands	175.40	ea	4209.60

TOTAL \$12,539.20

Freight: F.O.B Stillwater, Maine unless otherwise noted.

Payment Terms: NET 30

5.5% Sales Tax will apply where applicable.

Comments:

Respectfully Submitted,
WHITE SIGN

per _____
Luke Bouchard, Manager

Prices are subject to acceptance within 30 days from date of quote. Thereafter, prices are subject to change without notice.
Changes in quantities could effect prices. All prices quotations are subject to readjustment or cancellation until formally accepted. If freight rates increase, we will increase freight amounts accordingly.



Ellsworth 9PM

04605

What can w...



Ellsworth 9PM

04605



Shop All Services



DIY



Log In

CART (1)

Share

[Remove All Items](#)

Delivery

Delivering to 04605 (1 item)



Your Delivery Cost: FREE

Feedback



Milwaukee

MX FUEL ROCKET Tower Light/Charger

Model #MXF041-1XC

\$2,999.00

	1	+
--	---	---

Customers Also Purchased...

Top Rated



Milwaukee
MX FUEL Lithium-Ion REDLITHIUM XC406 Battery...

★★★★★ (30)

Top Rated



CP2.5

Milwaukee
M12 12V Lithium-Ion CP High Output 2.5 Ah...

★★★★★ (1359)

Top Rated



CP2.0

Milwaukee
M12 12-Volt Lithium-Ion 2.0 Ah Compact Batter...

★★★★★ (1851)



XC3.0

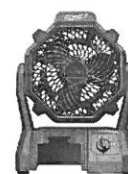
Milwaukee
M12 12-Volt Lithium-Ion XC Extended...

★★★★★ (1755)



Milwaukee
M12 ROVER Service and Repair Flood Li...

★★★★★ (952)



Milwaukee
M18 18-Volt Lithium-Ion Cordless Jobsit...

★★★★★ (4208)

Best Seller



Milwaukee
M18 18-Volt Lithium-Ion High Output Starter K...

★★★★★ (1563)

- Most Portable 10' Light Designed for Inside & Outside Use

MX FUEL ROCKET Tower Light/Charger

by Milwaukee

Related Videos & 360° View



Product Images

**27,000 LUMENS OF TRUEVIEW™
HIGH DEFINITION OUTPUT**



MOTORIZED MAST

Quickly deploys light heads up to 10 ft

4 ADJUSTABLE LIGHT HEADS

Maneuver in multiple orientations to direct light where needed

**ONE-KEY™
COMPATIBLE**

Track and Manage Inventory



INTEGRATED AC PLUG

Plug into an extension cord for all-day use and MX FUEL™ battery charging



**4 OUTRIGGERS AND
WHEELED BASE**

Provides more stability on uneven terrain and easy transportation

CHARGES



POWERED BY



Hover Image to Zoom

2+

Live Chat



MILWAUKEE Tower Light Kit and Battery: MX FUEL, Battery Included, 27,000 lm Max., 3 Modes

Item **391MP4**

Mfr. Model **MXF041-1XC, MXFXC608**

Sale Price 

\$3,299.00 / each

Offer Ends 10/29/2024 [Details](#)

~~Web Price \$5,078.43~~

This item requires special shipping, additional charges may apply.

Qty

1

Add to Cart



Ship



Pickup

 Expected to arrive by end of Sep, 2024.

Ship to **04469** | [Change](#)

Shipping Weight **171.4 lbs**

[Ship Availability Terms](#)

[Add to List](#)

 Product Image Feedback

☐ Compare

Product Details

Catalog Page **N/A**

Brand **MILWAUKEE**

Bare Tool/Battery Included **Battery Included**

Voltage **18 V**

Battery Platform **MX FUEL**

Tool Series **ROCKET**

Product Type **Tripod Light**

Max. Brightness **27,000 lm**

Min. Brightness **5,000 lm**

No. of Light Output Modes **3**

Light Output Mode **High / Medium / Low**

Mount Type **Wheeled Platform**

Max. Height **120 in**

Light Distribution **90 °**

Kit Contents **(1) Bare Tool; (2) Batteries**

Battery Capacity **6 Ah; 8 Ah**

Wireless Technology **Yes**

Max. Head Rotation Angle **360 °**

Battery Model Number **55JL75; 809NV7**

Brightness Level **27,000 lm**





Get Heavy Duty Deals

Subscribe for email-only Milwaukee discounts

Your email

Subscribe

Free Ground Shipping Over \$199

Subscribe & Save



RED TOOL STORE



Search...

Close

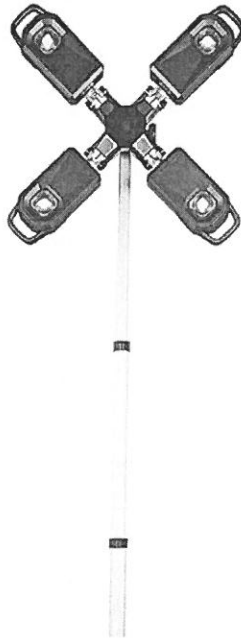
Login / Signup



My account ▾



Cart



Q Roll over image to zoom in Click on image to zoom



4.7 ★★★★★
Google
Customer Reviews



Milwaukee MXF041-1XC MX FUEL ROCKET 27,000 Lumen Tower Light/Charger Kit w/ Battery

Save 39%

[Be the first to write a review](#)

Price: **\$ 3,299.00**

From **\$297.76/mo** with **shop Pay** [Check your purchasing power](#)

Stock: In stock

Quantity:

Add to cart

Buy with

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1820

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What are you looking for today?



Bangor Lowe's

Open until 10 PM

Delivery to

04401



Prices, Promotions, styles, and availability may vary. Our local stores do not honor online pricing. Prices and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and Lowe's reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted.

Cart (20)

[Email Cart](#)[Empty Cart](#)

Pickup at Bangor Lowe's (19)

**VEVOR - 1/2-in Drive Torque Multiplier Torque Wrench (25-ft lb to 250-ft lb)**

Item #5720342

Model #DISNLBSKDSSZNYVHFV0

[Details](#)[Save For Later](#)

- 1 +

Pickup

☒ **Ready by** Fri, Aug 16
At Bangor Lowe's

Delivery to 04401

- ☐ Get it by Thu, Aug 15
Ship to Home
- ☐ Get it by Sat, Aug 17
Scheduled Delivery ⓘ
Delivery Scheduling in Checkout

\$41.99 X

**DEWALT - XR 20-volt Max Variable Brushless 1/2-in Drive Cordless Impac...**

Item #3829600

Model #DCF900P1

[Details](#)[Save For Later](#)

- 1 +

Low in Stock

Pickup

☒ **Ready Today**
At Bangor Lowe's

Delivery to 04401

- ☐ Get it by Sun, Aug 11
Ship to Home
- ☐ Get it Tomorrow
Next-Day Delivery ⓘ
- ☐ Get it by Thu, Aug 22
Scheduled Delivery ⓘ
Delivery Scheduling in Checkout

\$349.00 X

Feedback



Add a Protection Plan

☐ ☒ Protection Plans[Terms & Coverage](#)

**DEWALT - XR POWERDETECT 20-volt
Max Variable Brushless Cordless...**
Item #1597145
Model #DCS368W1

— **1** +

[Details](#)

Low in Stock

[Save For Later](#)

Pickup

☒ **Ready Today**
At Bangor Lowe's

Delivery to 04401

☐ Get it by Wed, Aug 14
Ship to Home

☐ Get it Tomorrow
Next-Day Delivery ⓘ

☐ Get it by Thu, Aug 22
Scheduled Delivery ⓘ
Delivery Scheduling in Checkout

\$249.00 ✕~~Was \$329.00~~

Save \$80.00
Ends Sep 4

Add a Protection Plan

☐ ☒ Protection Plans[Terms & Coverage](#)

**DEWALT - 5-in 20-volt Max Paddle
Switch Brushless Cordless Angle...**
Item #1597146
Model #DCG415W1

— **1** +

[Details](#)

Low in Stock

[Save For Later](#)

Pickup

☒ **Ready Today**
At Bangor Lowe's

Delivery to 04401

☐ Get it by Wed, Aug 14
Ship to Home

☐ Get it Tomorrow
Next-Day Delivery ⓘ

☐ Get it by Sat, Aug 17
Scheduled Delivery ⓘ
Delivery Scheduling in Checkout

\$249.00 ✕~~Was \$329.00~~

Save \$80.00
Ends Sep 4

Add a Protection Plan

☐ ☒ Protection Plans[Terms & Coverage](#)

**DEWALT - 4.5-in 11 Amps Paddle
Switch Corded Angle Grinder**
Item #795313
Model #DWE402W1

— **1** +

[Details](#)

Low in Stock

[Save For Later](#)

Pickup

☒ **Ready Today**
At Bangor Lowe's

Delivery to 04401

☐ Get it by Mon, Aug 12
Ship to Home

☐ Get it Tomorrow
Next-Day Delivery ⓘ

☐ Get it by Mon, Aug 19

\$99.00 ✕

Scheduled Delivery ⓘ
Delivery Scheduling in Checkout

Add a Protection Plan

☐ ☒ Protection Plans

[Terms & Coverage](#)



Bosch - 12-Amp Variable Speed
Corded Reciprocating Saw

Item #203392
Model #RS325

[Details](#)

[Save For Later](#)

— +
☐ Low in Stock

Add a Protection Plan

☐ ☒ Protection Plans

[Terms & Coverage](#)



TEKTON - 3-pc. (12, 17, 25 in) Angled
End Handled Steel Pry Bar Set

Item #1953658
Model #LSQ42103

[Details](#)

[Save For Later](#)

— +



GEARWRENCH - 24-in Alloy Steel Pry
Bar Set

Item #4968726
Model #70-578G

[Details](#)

[Save For Later](#)

— +

Pickup

☒ Ready Today
At Bangor Lowe's

Delivery to 04401

- ☐ Get it by Sun, Aug 11
Ship to Home
- ☐ Get it Tomorrow
Next-Day Delivery ⓘ
- ☐ Get it by Thu, Aug 22
Scheduled Delivery ⓘ
Delivery Scheduling in Checkout

\$99.00



~~Was \$119.00~~

Save \$20.00
Ends Oct 2

Pickup

☒ Ready by Fri, Aug 16
At Bangor Lowe's

Delivery to 04401

- ☐ Get it by Thu, Aug 15
Ship to Home
- ☐ Get it by Thu, Aug 22
Scheduled Delivery ⓘ
Delivery Scheduling in Checkout

\$48.00



Pickup

☒ Ready by Thu, Aug 22
At Bangor Lowe's

Delivery to 04401

- ☐ Get it by Wed, Aug 21
Ship to Home
- ☐ Get it by Thu, Aug 22
Scheduled Delivery ⓘ
Delivery Scheduling in Checkout

\$108.70



~~Was \$129.00~~

Save \$20.30



Bon Tool - Bon Lancer 60-Inch Pencil-Point Digging Bar, Forged Steel, 17 lbs.

Item #2904443
Model #84-609

[Details](#)

[Save For Later](#)

— 1 +

Pickup

☒ **Ready by** Fri, Aug 16
At Bangor Lowe's

Delivery to 04401

☐ **Get it by** Thu, Aug 15
Ship to Home

☐ **Get it by** Mon, Aug 19
Scheduled Delivery ⓘ
Delivery Scheduling in Checkout

\$92.31 ✕



Kobalt - 8-in Single-cut, double-cut Bastard Tooth File Set Black Oxide File

Item #5024405
Model #52266

[Details](#)

[Save For Later](#)

— 1 +

Low in Stock

Pickup

☒ **Ready Today**
At Bangor Lowe's

Delivery to 04401

☐ **Get it by** Mon, Aug 12
Ship to Home

☐ **Get it Tomorrow**
Next-Day Delivery ⓘ

☐ **Get it by** Mon, Aug 19
Scheduled Delivery ⓘ
Delivery Scheduling in Checkout

\$39.98 ✕



Estwing - 8-lb Polished Face Steel Head Fiberglass Sledge Hammer

Item #3636576
Model #ESH-836F

[Details](#)

[Save For Later](#)

— 1 +

Low in Stock

Pickup

☒ **Ready Today**
At Bangor Lowe's

Delivery to 04401

☐ **Get it by** Mon, Aug 12
Ship to Home

☐ **Get it Tomorrow**
Next-Day Delivery ⓘ

☐ **Get it by** Mon, Aug 19
Scheduled Delivery ⓘ
Delivery Scheduling in Checkout

\$39.98 ✕



Kobalt - 24-oz Smooth Face Steel Head Steel Ball Peen Hammer

Item #5144456
Model #68687

[Details](#)

[Save For Later](#)

— 1 +

Low in Stock

Pickup

☒ **Ready Today**
At Bangor Lowe's

Delivery to 04401

☐ **Get it by** Mon, Aug 12
Ship to Home

☐ **Get it Tomorrow**
Next-Day Delivery ⓘ

☐ **Get it by** Sat, Aug 17
Scheduled Delivery ⓘ
Delivery Scheduling in Checkout

\$32.98 ✕



IRWIN - 4-in Brick Chisel

Item #1080933
Model #1992683

-

1

+

Details

Low in Stock

[Save For Later](#)

Pickup

☒ Ready Today

At Bangor Lowe's

Delivery to 04401

☐ Get it by Sun, Aug 11

Ship to Home

☐ Get it Tomorrow

Next-Day Delivery ①

☐ Get it by Thu, Aug 22

Scheduled Delivery ①

Delivery Scheduling in Checkout

\$14.98

✕



IRWIN - 12-Pack Cold Chisels Set

Item #1080939
Model #IRHT82529

-

1

+

Details

Low in Stock

[Save For Later](#)

Pickup

☒ Ready Today

At Bangor Lowe's

Delivery to 04401

☐ Get it by Sun, Aug 11

Ship to Home

☐ Get it Tomorrow

Next-Day Delivery ①

☐ Get it by Thu, Aug 22

Scheduled Delivery ①

Delivery Scheduling in Checkout

\$39.98

✕



CRAFTSMAN - 20-Piece Set 12-point (Sae) Standard Combination Wrench

Item #1049420
Model #CMMT12069

-

1

+

Details

Low in Stock

[Save For Later](#)

Pickup

☒ Ready Today

At Bangor Lowe's

Delivery to 04401

☐ Get it by Mon, Aug 12

Ship to Home

☐ Get it Tomorrow

Next-Day Delivery ①

☐ Get it by Sat, Aug 17

Scheduled Delivery ①

Delivery Scheduling in Checkout

\$59.98

✕



GEARWRENCH - 1/2-in Drive Standard (SAE) Shallow Socket Set (15-Pieces)

Item #5440866
Model #80706

-

1

+

Details

[Save For Later](#)

Pickup

☒ Ready by Thu, Aug 22

At Bangor Lowe's

Delivery to 04401

☐ Get it by Fri, Aug 16

Ship to Home

☐ Get it by Mon, Aug 19

Scheduled Delivery ①

Delivery Scheduling in Checkout

\$68.05

✕



Item #1142372
Model #80733

[Details](#)[Save For Later](#)

— 1 +

Pickup

☒ **Ready by** Thu, Aug 22
At Bangor Lowe's

Delivery to 04401

☐ **Get it by** Wed, Aug 21
Ship to Home

☐ **Get it by** Thu, Aug 22
Scheduled Delivery ⓘ
Delivery Scheduling in Checkout

\$92.45 ✕



**Kobalt - 10-Piece Plastic Handle
Magnetic Assorted Drive Screwdriver...**

Item #5055421
Model #68514

[Details](#)[Save For Later](#)

— 1 +

Low in Stock

Pickup

☒ **Ready Today**
At Bangor Lowe's

Delivery to 04401

☐ **Get it by** Mon, Aug 12
Ship to Home

☐ **Get it Tomorrow**
Next-Day Delivery ⓘ

☐ **Get it by** Mon, Aug 19
Scheduled Delivery ⓘ
Delivery Scheduling in Checkout

\$19.98 ✕



**IRWIN - VISE-GRIP Original 3-Pack
Locking Plier Set with Soft Case**

Item #2660667
Model #73

[Details](#)[Save For Later](#)

— 1 +

Low in Stock

Pickup

☒ **Ready by** Wed, Aug 14
At Bangor Lowe's
[Check Other Stores](#)

Delivery to 04401

☐ **Get it by** Tue, Aug 13
Ship to Home

☐ **Get it by** Sat, Aug 17
Scheduled Delivery ⓘ
Delivery Scheduling in Checkout

\$36.98 ✕

Pickup at [Thomaston Lowe's](#) (1)



**Kobalt - 4-lb Smooth Face Steel Head
Fiberglass Engineering Sledge...**

Item #420259
Model #0420259

[Details](#)[Save For Later](#)

— 1 +

Low in Stock

Pickup

☒ **Ready Today**
At Thomaston Lowe's

Delivery to 04401

☐ **Get it by** Mon, Aug 12
Ship to Home

\$19.98 ✕

-  **FREE & Easy Returns** [View Returns Policy](#)
-  **Lowest Price Guarantee** [View Details](#)
-  **Pickup & Delivery Options** [View Details](#)

Order Summary

Item Subtotal (20)	\$1,801.32
Estimated Tax	Calculated in Checkout
Promo Code 	
Savings 	-\$200.30
Estimated Total	\$1,801.32

Start Secure Checkout

Or

royal

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We've got ideas to share.

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Cart

Order Summary

Subtotal	\$2,875.72	Estimated Tax	N/A	Estimated Shipping	\$79.00
----------	------------	---------------	-----	--------------------	---------

Estimated Total \$2,954.72

	WHEELER-REX Pipe Scraper: 36 in Max Pipe Size, 12 in Min Pipe Size, 72 in Overall Lg Item # 38L087 Availability Expected to arrive Mon. Aug 12.	Qty 1	Web Price \$173.89 / each
	WESTWARD File Set: 8 in Flat Double End/8 in Round/8 in Triangular, Includes Handle, 4 Pieces, Pouch Item # 10Z757  Availability Expected to arrive Mon. Aug 12.	Qty 1	Web Price \$51.48 / each
	WESTWARD Digging Bar: Wedge End, 1 9/16 in End Wd, Hexagon Bar Shape, 1 1/8 in Bar Dia Item # 20C888  Availability Expected to arrive Mon. Aug 12. This item requires special shipping, additional charges may apply.	Qty 1	Web Price \$63.52 / each
	WESTWARD Pry Bar Set: Chisel End, 12 in_18 in_24 in Overall Lg, 11/16 in_25/32 in Bar Wd, Pry Bar Set Item # 2AJL2  Availability Expected to arrive Mon. Aug 12.	Qty 1	Web Price \$63.64 / each

	WESTWARD Pry Bar Set: Chisel/Point End, 14 in_16 1/2 in_20 in Overall Lg, 1/2 in_3/4 in Bar Wd, Pry Bar Set Item # 31MA40 Availability Expected to arrive Mon. Aug 12.	Qty 1	Web Price \$48.08 / each
	MILWAUKEE Reciprocating Saw: 12 A Current, 1 1/8 in Stroke Lg, 3,000 stroke/min Max. Strokes per Minute Item # 5HXL7 Availability Expected to arrive Mon. Aug 12.	Qty 1	Web Price \$167.26 / each
	DEWALT Angle Grinder: 13 A, 11,000 RPM Max. Speed, Paddle, 4 1/2 in_5 in Wheel Dia Item # 54DD29 Availability Expected to arrive Mon. Aug 12.	Qty 1	Sale Price \$145.00 / each Offer Ends 09/28/24 Web Price \$206.00
	DEWALT Angle Grinder Kit: 4 1/2 in Wheel Dia, Paddle, with Lock-On, Anti-Kickback Clutch/Brake, (2) 6.0 Ah Item # 54JJ40  Availability Expected to arrive Mon. Aug 12.	Qty 1	Web Price \$507.93 / each
	MILWAUKEE Reciprocating Saw and Battery: 1 1/4 in Stroke Lg, 3,000 Max. Strokes per Minute, Straight, 18 V Item # 387WF0 Availability Expected to arrive Mon. Aug 12.	Qty 1	Sale Price \$199.00 / each Offer Ends 10/29/24 Web Price \$433.58
	MILWAUKEE HTIW Kit: 1/2 in Drive Size, 1,100 ft-lb Fastening Torque, 1,500 ft-lb Breakaway Torque, 5.0Ah, 18 V Item # 809JL8  Availability Expected to arrive Mon. Aug 12.	Qty 1	Web Price \$576.40 / each

 Micrometer Torque Wrench:	WESTWARD Micrometer Torque Wrench: Foot-Pound/Newton-Meter, 1/2 in Drive Size, 10 ft-lb to 150 ft-lb Item # 4DA96	Qty 1	Web Price \$63.35 / each
	 Availability Expected to arrive Mon. Aug 12.		
 Locking Pliers Set: Curved/Flat	WESTWARD Locking Pliers Set: Curved/Flat/Long Nose, 1 1/8 in_1 1/2 in_1 3/4 in_1 7/8 in_2 in Max Jaw Opening Item # 1ECG5	Qty 1	Web Price \$80.01 / each
	 Availability Expected to arrive Mon. Aug 12.		
 Demolition Magnetized Tip	WESTWARD Demolition Magnetized Tip Screwdriver Set: 6 Pieces, Phillips/Slotted Tip, Ergonomic Grip Item # 401L77	Qty 1	Web Price \$33.93 / each
	 Availability Expected to arrive Mon. Aug 12.		
 Socket Set: 1/2 in Drive Size. 12	SK PROFESSIONAL TOOLS Socket Set: 1/2 in Drive Size, 12 Pieces, 1/2 in to 1 1/4 in Socket Size Range Item # 20K411	Qty 1	Web Price \$279.82 / each
	Availability Expected to arrive Tue. Aug 13.		
 Socket Wrench Set: 1/2 in Drive	WESTWARD Socket Wrench Set: 1/2 in Drive Size, 17 Pieces, 3/8 in to 1 1/8 in Socket Size Range Item # 4PL90	Qty 1	Sale Price \$81.14 / each Offer Ends 08/08/24 Web Price \$95.46
	 Availability Expected to arrive Mon. Aug 12.		
 Combination Wrench Set: Alloy	KTI Combination Wrench Set: Alloy Steel, Chrome, 16 Tools, 1/4 in to 1 1/4 in Range of Head Sizes Item # 36WA93	Qty 1	Web Price \$122.28 / each
	Availability Expected to arrive Mon. Aug 12.		

 Punch and Chisel Set: 12	WESTWARD Punch and Chisel Set: 12 Pieces, Flat Chisel, Center Punch/Pin Punch/Prick Punch/Starting Punch Item # 2AJB4	Qty 1	Web Price \$51.03 / each
	 Availability Expected to arrive Mon. Aug 12.		
 Brick Chisel: 4 in Blade Wd. 7 in	DASCO PRO Brick Chisel: 4 in Blade Wd, 7 in Overall Lg, Includes Striking Cap Item # 40JC37	Qty 1	Web Price \$15.60 / each
	Availability Expected to arrive Mon. Aug 12.		
 Ball Pein Hammer Set:	WESTWARD Ball Pein Hammer Set: Wood, 452 g_905 g Head Wt, 1 3/16 in_1 35/64 in Face Dia, Plain Grip Item # 4YR63	Qty 1	Web Price \$25.07 / each
	Availability Expected to arrive Mon. Aug 12.		
 Steel Engineering Hammer:	WESTWARD Steel Engineering Hammer: Fiberglass Handle, 4 lb Head Wt, 1 7/8 in Dia, 15 in Overall Lg Item # 6DWL4	Qty 2	Web Price \$35.37 / each Total \$70.74
	 Availability Expected to arrive Mon. Aug 12.		
 Standard Sledge Hammer: Steel.	WESTWARD Standard Sledge Hammer: Steel, Fiberglass Handle, 8 lb Head Wt, 2 1/2 in Dia, 34 in Overall Lg Item # 2DBT9	Qty 1	Web Price \$56.55 / each
	 Availability Expected to arrive Mon. Aug 12.		

Products You Have Recently Viewed

 WHEELER-REX Pipe Scraper: 36 in Max Pipe Size, 12 in Min Pipe... Item # 38L087	 WESTWARD File Set: 8 in Flat Double End/8 in Round/8 in... Item # 10Z757	 WESTWARD File Set: 10 in Flat Chip- Breaking/10 in Flat with... Item # 30PA59	 WESTWARD File Set: 5 Pieces, Bastard Cut/Smooth Cut, Pouch Item # 1NFK4	 NICHOLSON File Set, Half Round, Bastrd, Smooth Cut: 5 Pieces,... Item # 24H182
Web Price ⓘ \$173.89 / each	Web Price ⓘ \$51.48 / each	Web Price ⓘ \$73.55 / each	Web Price ⓘ \$44.96 / each	Web Price ⓘ \$78.33 / each
Qty 1 Add to Cart	Qty 1 Add to Cart	Qty 1 Add to Cart	Qty 1 Add to Cart	Qty 1 Add to Cart



Ellsworth 9PM 04605

What can we help you find today?



Ellsworth 9PM 04605

Shop All Services DIY Log In

CART (20)

Share

Remove All Items

Total: \$1,819.00

Checkout

Pickup

20 items can be delivered. Deliver Instead
Ellsworth (20 items)

Feedback

This item is only returnable in store.



SAE

Milwaukee
Combination SAE Wrench Mechanics Tool Set (15-Piece)
Number of Pieces: **15**
SAE vs. Metric: **SAE**

\$99.97
~~\$139.97~~
Save 29%
⌚ 13 Hrs 40 Min Left

Pickup at Ellsworth

Delivering to 04605

Ship to Store

Aug 9 - Aug 13
518 available

FREE

Delivery

Saturday, Aug 10
518 available

FREE

1

[Save for Later](#) [Save to List](#) [Remove](#)

Limit 1 per order



FREE BATTERY

**Milwaukee**

M18 FUEL GEN-2 18V Lithium-Ion Brushless Cordless SAWZALL Reciprocating Saw (Tool-Only)

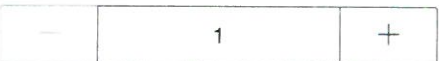
\$199.00Attachment Options: **No Additional Attachment**
Battery/Charger: **Tool Only**

Pickup at Ellsworth

Delivering to 04605

PickupToday
13 in stock
FREE**Delivery**Saturday, Aug 10
1,174 available
FREE**Get it as soon as today.** Schedule your delivery in checkout.☐ **Add a Home Depot Protection Plan by Allstate**2-year protection for **\$30.00**[Learn More](#)[Save for Later](#)[Save to List](#)[Remove](#)

Feedback

**Husky**

Screwdriver Set (15-Piece)

\$32.97

Model #246340150

Pickup at Ellsworth

Delivering to 04605

PickupToday
10 in stock
FREE**Delivery**Today
10 available**Get it as soon as today.** Schedule your delivery in checkout.[Save for Later](#)[Save to List](#)[Remove](#)



Husky
8 lbs. Sledge Hammer with 34 in. Fiberglass Handle
Weight of Head (lbs.): 8
Handle Length (in.): 34

\$34.98

Pickup at Ellsworth

Delivering to 04605

Pickup
Today
9 in stock
FREE

Delivery
Today
10 available

Get it as soon as today. Schedule your delivery in checkout.

1

+

[Save for Later](#)[Save to List](#)[Remove](#)



Dasco Pro
4 in. x 7 in. Brick Set Chisel
Model #G437

\$18.97

Pickup at Ellsworth

Delivering to 04605

Ship to Store
Aug 13 - Aug 15
9 available
FREE

Delivery
Wednesday, Aug 14
9 available
FREE

[Save for Later](#)[Save to List](#)[Remove](#)

1

+

Milwaukee

12 Amp SAWZALL Reciprocating Saw with Case

Model #6519-31

\$129.00

Pickup at Ellsworth

Delivering to 04605

PickupToday
1 in stock

FREE

DeliveryMonday, Aug 12
22 available

FREE

Get it as soon as today. Schedule your delivery in checkout.☐ **Add a Home Depot Protection Plan by Allstate**
2-year protection for **\$19.00**[Learn More](#)[Save for Later](#)[Save to List](#)[Remove](#)

Feedback

**LIFETIME WARRANTY****Husky**

4 lb. Engineer Hammer with 14 in. Fiberglass Handle

Model #HD-SF4LB

\$19.98

Pickup at Ellsworth

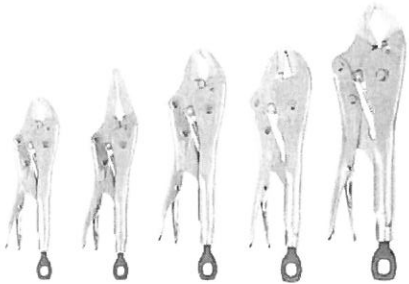
Delivering to 04605

PickupToday
2 in stock

FREE

DeliveryToday
6 available**Get it as soon as today.** Schedule your delivery in checkout.[Save for Later](#)[Save to List](#)[Remove](#)

This item is only returnable in store.



Milwaukee
Torque Lock Locking Pliers Kit (5-Piece)
Number of Pieces: 5

\$59.97
~~\$74.97~~
Save 20%

Pickup at Ellsworth

Delivering to 04605

Ship to Store

Aug 9 - Aug 13
68 available
FREE

Delivery

Monday, Aug 12
68 available
FREE

-

1

+

[Save for Later](#)

[Save to List](#)

[Remove](#)

Feedback



Husky
60 in. Pinch Point Bar
Model #34218

\$39.98

Pickup at Ellsworth

Delivering to 04605

Pickup

Today
10 in stock
FREE

Delivery

Today
10 available

Get it as soon as today. Schedule your delivery in checkout.

-

1

+

[Save for Later](#)

[Save to List](#)

[Remove](#)

This item is only returnable in store.

32 oz. Ball Pein Hammer

\$18.69

Model #TIT63024

Pickup at Ellsworth

Delivering to 04605

**Ship to Store**

Aug 13 - Aug 16

11 available

FREE

Delivery

Aug 13 - Aug 15

11 available

FREE

[Save for Later](#)[Save to List](#)[Remove](#)

-	1	+
---	---	---

Feedback

 This item is only returnable in store.

DEWALT

1/2 in. Drive Combination Socket Set with Case (23-Piece)

\$43.02

Model #DWMT73813

Pickup at Ellsworth

Delivering to 04605

**Ship to Store**

Aug 16 - Aug 21

31 available

FREE

Delivery

Monday, Aug 12

31 available

FREE

[Save for Later](#)[Save to List](#)[Remove](#)

-	1	+
---	---	---



Dasco Pro
Punch and Chisel Set (12-Piece)
Model #88

\$39.97

Pickup at Ellsworth

Delivering to 04605

Ship to Store
Aug 13 - Aug 15
7 available
FREE

Delivery
Wednesday, Aug 14
7 available
FREE

1

+

[Save for Later](#)

[Save to List](#)

[Remove](#)

Feedback



Milwaukee
11 Amp Corded 4-1/2 in. Small Angle Grinder with Lock-On Paddle Switch
Model #6142-30

\$119.00

Pickup at Ellsworth

Delivering to 04605

Pickup
Today
2 in stock
FREE

Delivery
Monday, Aug 12
83 available
FREE

1

+

Get it as soon as today. Schedule your delivery in checkout.

☐ **Add a Home Depot Protection Plan by Allstate**
2-year protection for \$19.00
[Learn More](#)

[Save for Later](#)

[Save to List](#)

[Remove](#)



Milwaukee

M18 FUEL 18V Lithium-Ion Brushless Cordless 1/2 in. Impact Wrench w/Friction Ring Kit
w/One 5.0 Ah Battery and Bag

\$399.00

Attachment Options: **No Additional Attachment**
Battery/Charger: **(1) 5 Ah Battery & Charger Included**
Drive Size (in.): 1/2

Pickup at Ellsworth

Delivering to 04605

Pickup

Today

9 in stock

FREE

Delivery

Monday, Aug 12

299 available

FREE

1

+

Get it as soon as today. Schedule your delivery in checkout.

☐ Add a Home Depot Protection Plan by Allstate
3-year protection for \$60.00
[Learn More](#)

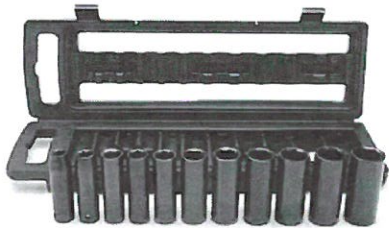
[Save for Later](#)

[Save to List](#)

[Remove](#)

This item is only returnable in store.

Feedback



Husky

1/2 in. Drive SAE 6-Point Impact Socket Set with Storage Case (11-Piece)

\$62.97

Attachment Options: **Impact Socket Set (11 Pieces) Only**
Number of Pieces: 11
SAE vs. Metric: **SAE**
Drive Size: 1/2 in

Pickup at Ellsworth

Delivering to 04605

1

+

✓

Pickup

Today

3 in stock

FREE

✓

Delivery

Monday, Aug 12

105 available

FREE

Get it as soon as today. Schedule your delivery in checkout.

[Save for Later](#)

[Save to List](#)

[Remove](#)



Crescent

Nicholson 6 in., 8 in. and 10 in. Anniversary File Set with Ergonomic Handles (5-Piece)

Model #22150HIN

\$47.97

Feedback

✓

Ship to Store

Aug 15 - Aug 19

160 available

FREE

✓

Delivery

Friday, Aug 16

160 available

FREE

[Save for Later](#)

[Save to List](#)

[Remove](#)

1

+

Klein Tools

Connecting Bar, 7/8-Inch Round by 30-Inch Long

Model #3248

\$52.99



✓

Ship to Store

Aug 13 - Aug 16

693 available

FREE

✓

Delivery

Thursday, Aug 15

693 available

FREE

[Save for Later](#)

[Save to List](#)

[Remove](#)

1

+

 This item is only returnable in store.

TEKTON

1/2 in. Drive Click Torque Wrench (25-250 ft./lb.)

\$72.00

Drive Size: 1/2 in



Pickup at Ellsworth

Delivering to 04605

Ship to Store Aug 9 - Aug 13 12 available FREE	Delivery Monday, Aug 12 12 available FREE
---	--

[Save for Later](#)

[Save to List](#)

[Remove](#)

1

+

Feedback

Milwaukee

M18 FUEL 18V Lithium-Ion Brushless Cordless 4-1/2 in./5 in. Grinder w/Paddle Switch w/Two 6.0 Ah Battery and Charger

\$269.00

~~\$503.80~~

Save 47%



Attachment Options: **w/ Additional (2) 6 Ah Battery and Charger Set**

Battery/Charger: **Tool Only**

Grinder Switch Type: **Paddle**

Wheel Diameter (in.): **4.5 in**

Pickup at Ellsworth

Delivering to 04605

Ship to Store Aug 9 - Aug 13 959 available FREE	Delivery Monday, Aug 12 959 available FREE
--	---

1

+

Limit 5 per order

☐ **Add a Home Depot Protection Plan by Allstate**

2-year protection for **\$45.00**

66

[Learn More](#)

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Channellock
Strike Cap Pry Bar Set (3-Piece)

Model #PRY-3C

Pickup at Ellsworth

Delivering to 04605

Ship to Store

Aug 13 - Aug 16

10 available

FREE

Delivery

Aug 14 - Aug 15

10 available

FREE

[Save for Later](#)

[Save to List](#)

[Remove](#)

1

Feedback

Recently Viewed



SUNEX TOOLS
1/2 in. Drive Extra
Deep SAE Impact
Socket Set (8-Piece)

★★★★★ (2)



TEKTON
1/2 in. Drive Click
Torque Wrench
(25-250 ft./lb.)

★★★★★ (547)



Husky
Screwdriver Set
(15-Piece)

★★★★★ (496)



Milwaukee
Phillips/Slotted
Flat Head Hex
Drive Screwdriver
Set (11-Piece)

★★★★★ (1177)



Husky
1/2 in. Drive SAE
6-Point Impact
Socket Set with
Wrench (11-Piece)

★★★★★ (1133)



DEWALT
1/2 in. Drive
Combination
Socket Set with
Wrench (13-Piece)

★★★★★ (139)



Milwaukee
Combination SAE
Wrench
Mechanics Tool
Set (295-Piece)

★★★★★ (295)



DEWALT
SAE Combination
Wrench Set (8-
Piece)

★★★★★ (194)



Dasco Pro
Punch and Chisel
Set (12-Piece)

★★★★★ (74)

1 4 5 1

< 1/3 >

Customers Also Purchased...



Husky
4 lb. Engineer
Hammer with 14
in. Fiberglass...
★★★★★ (365)
\$19⁹⁸

Add to
Cart



Milwaukee
M18 FUEL 18V
Lithium-Ion
Brushless...
★★★★★ (2629)
\$199⁰⁰

Add to
Cart



Milwaukee
3 lbs. Fiberglass
Drilling Hammer
★★★★★ (450)
\$21⁹⁷

Add to
Cart



Husky
27 oz. Dead-Blow
Hammer with
Rubber Handle
★★★★★ (248)
\$19⁹⁷

Add to
Cart



Husky
Pry Bar Set (3-
Piece)
★★★★★ (427)
\$44⁹⁷

Add to
Cart



Husky
24 in. Aluminum
Pipe Wrench with
2-1/2 in. Jaw...
★★★★★ (336)
\$49⁹⁸

Add to
Cart



Husky
Screwdriver Set
(15-Piece)
★★★★★ (496)
\$32⁹⁷ /set

Add to
Cart



Husky
SAE/Metric Long
Arm Hex Key Set
(26-Piece)
★★★★★ (2516)
\$18⁹⁷

Add to
Cart



Milwaukee
SHOCKWAVE
Impact Duty 1/4
in. Hex Shank...
★★★★★ (1429)
\$10⁴⁷

Add to
Cart

Inspired By Your Recent Views



SUNEX TOOLS
1/2 in. Drive Extra
Deep Socket Set
★★★★★ (3)
\$137⁵⁴

Add to
Cart



TEKTON
3/8 in. Drive Click
Torque Wrench
(10-80 ft.-lb.)
★★★★★ (547)
\$50⁰⁰

Add to
Cart



Klein Tools
Flip Impact
Socket Set, 7-
Piece
★★★★★ (63)
\$49⁹⁷

Add to
Cart



TEKTON
1/2 in. Drive Click
Torque Wrench
(10-150 ft.-lb.)
★★★★★ (405)
\$44⁹⁷

Add to
Cart



Milwaukee
SHOCKWAVE 1/2
in. Drive SAE
Deep Well 6 Poi...
★★★★★ (315)
\$200⁰⁰

Add to
Cart



Milwaukee
SHOCKWAVE 1/2
in. Drive
Metric/SAE 6...
★★★★★ (377)
\$293⁷²

Add to
Cart



TEKTON
3/4 in. Drive Click
Torque Wrench
(50-300 ft./lb.)
★★★★★ (547)
\$95⁰⁰

Add to
Cart



Husky
3/8 in. Drive Thin
Wall SAE Deep 6-
Point Impact...
★★★★★ (485)
\$36⁹⁷

Add to
Cart



Husky
50 ft. / lbs. to 250
ft. / lbs. 1/2 in.
Drive Torque...
★★★★★ (1251)
\$94⁹⁷

Add to
Cart

< 1/3 >

Feedback

Your Order

Subtotal	\$2,108.80
Savings	-\$289.80
Pickup	FREE
Sales Tax (determined in later step)	---

Total\$1,819.00

You Saved 14% Off Your Items

Have a Promo Code? 

Checkout

Or



 **Easy In-Store and Online Returns**
Read Our [Return Policy](#)

 Feedback

 **Get Up to \$100 Off**

Get a Home Depot Credit Card and receive **\$25 off** your qualifying purchase of \$25+, **\$50 off** purchases \$300+, or **\$100 off** orders over \$1000. 

[Apply Now](#)

Item Total	\$1,819.00
Savings	-\$100.00
New Total	\$1,719.00

Let Us Know if You Need Help

See our [Online FAQs](#) or phone us:

Online Customer Support: [1-800-430-3376](tel:1-800-430-3376)

Custom Blinds: [1-800-658-7320](tel:1-800-658-7320)

Call 7 days a week - 6 a.m. to 2 a.m. EST

 [Download Our App](#)

Shop Our Brands
69



46,000

July 31, 2024

Attn: Mike Harris

Re: Quote for Portable traffic Signal

Ver-mac portable traffic signal system set (2 units)

- Model TLD2312
 - One 12" configurable LED signal heads
 - 6 Batteries, 2-85 watt and 30 amp charger
 - V-Touch NTCIP Graphic Touchscreen Controller
 - On board controller can be primary or secondary
 - Freight included (estimated \$950)
 - Battery chargers
 - Complies with Nema TS 5 standards
- \$ 39,950.00/set
- | | |
|---------------------|----------------|
| • Preemption (2) | 700.00/set |
| • Countdown | 1,480.00 / set |
| • Vehicle detection | 3,510.00/set |

<https://www.ver-mac.com/en/products/temporary-traffic-signals/TLD-2312-with-advanced-technology/>

Model TLD-1312 Portable Traffic signal

- Manufactured by Ver-mac
- Model TLD1312
- Video training included
- Internal Battery Charger included
- Trolley mounted
- Freight included
- One-12" configurable LED signals head
- Radio communications
- Batteries two sets of (2) 12 volt batteries

\$ 19,930.00 /set

Wireless control features		1,480.00
	○	
Countdown option		1,400.00
Delivery included		

<https://www.ver-mac.com/en/products/temporary-traffic-signals/TLD-1312/>

Please review and let me know if you have additional questions or needs. I can be reached at 1-800-547-0808

Respectfully submitted by

Debra Lee Ricker

Pacific Highway Rentals, LLC
2415 San Ramon Valley Blvd #4412
San Ramon, CA 94583
(510) 569-5656
(510) 886-5657 FAX



1-519240

Quote

Rent Date:	7/31/2024 7:00 AM
Due Date:	8/28/2024 7:00 AM
Return Date:	
Order Terms:	Cash in Advance
PO #:	
Job #:	

Ship To: City of Ellsworth Wastewater Dept.

Attn: Michael Harris
Phone: (207) 667-7315
Ellsworth, ME 04605

Customer Information

Proposal
29196 Sims Ct
Hayward, CA 94544

Ship VIA		Customer Email		Work Phone #		Cell Phone #			
Common Carrier				(510) 569-5656					
Customer #	Authorized Contact Name		Contact Phone #	Sales Person Name		Employee Name			
534				Chris Sparks		Chris Sparks			
Description		Qty Out	Qty. In	Daily	Weekly	Monthly	Per Unit	Taxable	Extended
Portable Traffic Signal Heavy Duty		2.00					\$30000.00	☒	\$60000.00
Item ID: NAT / PTL2.4X		<<-- Sale -->>							
Notes: The PTL 2.4x is a heavy duty, dual head traffic signal ideal for 24 hour traffic control. The unit is powered by 12 deep-cycle batteries with 400 watts of solar assist and backed by 24 hour on-call tech support. A three year limited warranty is included with the purchase of new equipment at no additional charge.									
Optional Items available upon request: Traffic Sensors, Video Detection Systems, Emergency Vehicle Pre-emption, GPS Emergency Communication, LED Illumination Trailer Kit, Wireless Hand Held Remote, Battery Upgrade to 16 batteries, Countdown Timer, Directional Antenna and Hard Wire Communications. NOTE: Signals may require charging during the winter due to low sunlight conditions. Please check your unit voltage regularly to ensure consistent operation.									
Portable Lane Control Signal		2.00					\$18150.00	☒	\$36300.00
Item ID: NAT / RCF3.4		<<-- Sale -->>							
Notes: The RCF3.4 is a single head portable traffic signal ideal for 24 hr. traffic control. Power is supplied by 8 deep cycle batteries with 100 watt array for solar-assist. This signal type is fully compliant with Book 7 and the Ontario Highway Traffic Act. A three year limited warranty is included with the purchase of new equipment at no additional charge.									
Optional Items available upon request: Traffic Sensors, GPS Emergency Communication, Wireless Hand Held Remote, Countdown Timer, Directional Antenna and Hard Wire Communications. NOTE: Signals may require charging during the winter due to low sunlight conditions. Please check your unit voltage regularly to ensure consistent operation.									
Automated Flagging Assistance Device		2.00					\$11500.00	☒	\$23000.00
Item ID: NAT / RCF2.4 AFAD		<<-- Sale -->>							
Notes: The RCF 2.4 AFAD is ideal for daytime traffic control. One or two RCF 2.4 units are operated by a single flagger by a hand held wireless remote. The units are battery powered with a 100 watt array solar assist providing efficient operation for a full work week. All our equipment is backed with our 24 hour on-call tech support. A three year limited warranty is included with the purchase of new equipment at no additional charge.									

Order Notes:

Terms are Cash in Advance (with management approval term could be 50% cash in advance and the remaining due when the order ships).

We require customers to fill out and return the signed quote. PHR does not collect out of state tax and it is the buyers responsibility to pay the appropriate agency.

We accept electronic payments, checks, and credit cards (credit cards have a 3.75% convenience fee added to the order)

Rates are subject to change with written notice. All equipment subject to availability.

In addition to the items quoted above we have, Portable Signals, Light Towers, Arrow boards, Cone & Crash Trucks (TMA) and just about any other Traffic & Highway Safety device you would need for Rent/Sale/Service.

Any questions or comments, please call Chris Sparks at (510) 427-4198.

Order Terms:

By signing you agree to the rental contract on the reverse side or second page of fax if faxed copy.
Please fax back to (510) 886-5657

X

Customer Signature

Customer Name (Printed) Date

HOURS:
Monday - Friday 7:00am - 5:00pm
Closed Saturdays and Sundays



Merchandise Sales:	\$119,300.00
Sub Total:	\$119,300.00
Tax:	\$0.00
Order Total:	\$119,300.00
Amount Paid:	\$0.00
Amount Due:	\$119,300.00

Tax Exempt ID:	Out of State
----------------	--------------

TERMS AND CONDITIONS OF PACIFIC HIGHWAY, LLC

For the purpose of this Rental Agreement, "PHR" shall mean Pacific Highway, LLC, its owners, officers, directors, shareholders, and employees, and "Customer" shall mean Customer, its agents and/or employees.

In consideration of hiring of the rental equipment (herein "the rental equipment or equipment described on the front of this Rental Agreement it is agreed as follows:

1. **INDEMNITY/HOLD HARMLESS.** CUSTOMER WILL TAKE ALL NECESSARY PRECAUTIONS REGARDING THE EQUIPMENT RENTED, AND PROTECT ALL PERSONS AND PROPERTY FROM INJURY OR DAMAGE. CUSTOMER AGREES TO HOLD HARMLESS PHR FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, JUDGMENTS, ATTORNEYS' FEES, AND COSTS OF EVERY KIND AND NATURE, INCLUDING, BUT NOT LIMITED TO, INJURIES OR DEATH TO PERSONS AND DAMAGE TO PROPERTY ARISING OUT OF THE USE, MAINTENANCE, INSTRUCTION, OPERATION, POSSESSION, OWNERSHIP, OR RENTAL OF THE EQUIPMENT RENTED, HOWEVER CAUSED, EXCEPT CLAIMS OR LITIGATION ARISING THROUGH THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF PHR.
2. **ASSUMPTION OR RISK/RELEASE-DISCHARGE OF LIABILITY.** CUSTOMER IS FULLY AWARE AND ACKNOWLEDGES THERE IS A RISK OF INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE EQUIPMENT RENTED HEREUNDER AND HEREBY ELECTS TO VOLUNTARILY ENTER INTO THIS RENTAL AGREEMENT AND ASSUME ALL OF THE ABOVE RISKS OF INJURY OR DAMAGE. CUSTOMER AGREES TO RELEASE AND DISCHARGE PHR FROM ANY AND ALL RESPONSIBILITY OR LIABILITY FROM SUCH INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE EQUIPMENT. CUSTOMER FURTHER AGREES TO WAIVE, RELEASE, AND DISCHARGE ANY AND ALL CLAIMS FOR INJURY OR DAMAGE AGAINST PHR WHICH CUSTOMER OTHERWISE MAY BE ENTITLED TO ASSERT.
3. **OPERATORS.** No operators are furnished, directly or indirectly with our equipment.
4. **RECEIPT/INSPECTION OF EQUIPMENT.** Customer hires the equipment on an "as is" basis. Customer acknowledges that he/she has or will have, personally inspected the equipment prior to its use and finds it suitable for customer's needs. Customer acknowledges receipt of all items listed in this Rental Agreement and that the equipment is in good working order and repair and that Customer understands without further instructions its proper operation and use.
5. **POSSESSION OF TITLE.** Customer's right to possession of the equipment begins upon equipment leaving PHR and terminates on the Agreed Return Date indicated on the front of this Rental Agreement. Retention of possession after this date constitutes a material breach of this Rental Agreement. Time is of the essence of this Rental Agreement. Any extension of this Rental Agreement must be agreed upon in writing. Title to the equipment is and shall remain in PHR. Customer hereby agrees to indemnify, defend, and hold PHR harmless from any and all claims and costs arising from such retaking and/or levy. If equipment are levied upon, Customer shall notify PHR immediately. PHR will utilize its reasonable efforts to deliver and retrieve rental items from locations determined solely by Customer; accordingly, Customer assumes sole risk and liability for any personal or property damage occurring at such locations.
6. **RENTAL PERIOD/RATE/PAYMENT** Rental period is for a maximum of twenty-four (24) hours unless a longer term is specified in the Rental Agreement Agreed Return Date on the front of this Rental Agreement. Rental rates are based upon single shift usage (eight hours per day, five days per week). If Customer makes greater use of the equipment, it is agreed that the additional usage will be charged. Rental charges begin immediately upon equipment leaving PHR. Rental charges end upon return of the equipment to PHR in an acceptable condition. No allowance will be made for Saturdays, Sundays, Holidays, or time in transit, nor for any period of time the equipment may not be in actual use while in Customer's possession. If the equipment is returned prior to the end of the minimum rental period, the rental due shall be for the entire minimum rental period. PHR may terminate rental at any time and retake the equipment without further notice in case of violation by Customer of any terms or conditions of this Rental Agreement. Customer agrees to pay a monthly service charge on all unpaid balances. Customer agrees to pay PHR a fee (which may go to PHR's general revenue and be utilized by PHR to pay its environmental expenses and costs of compliance with environmental laws) for environmental compliance. Customer agrees not to use equipment in violation of environmental laws.
7. **ORDINARY WEAR AND TEAR/DAMAGES.** Customer shall be responsible for all damage not caused from ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the rental equipment caused by ordinary, reasonable and proper use of the equipment. Customer is responsible for all tire damage. Damage which is not "ordinary wear and tear" includes, but is not limited to damage due to: overturning; overloading or exceeding rated capacities; breakage; improper use; abuse; loss of use of any damaged equipment which has to be repaired and or replaced and cannot be rented out because of the damage (the loss of use of any equipment damaged shall be limited to a maximum loss of use of 3 weeks); lack of cleaning; dirtying of equipment by paint, mud, plaster, concrete, resin or any other material (a cleaning charge will be made on equipment returned unclean).
8. **COMPLIANCE WITH LAWS/USE OF EQUIPMENT.** Customer agrees not to use or allow anyone to use the equipment for any illegal purpose or in any illegal manner or in an unsafe manner. Customer agrees at his sole cost and expense to comply with all municipal, county, state and federal laws, ordinances, and regulations which may apply to the use of the equipment during the rental period. Customer further agrees to pay all licenses, fines, fees, permits, or taxes arising from his use of the equipment, including any subsequently determined to be due. Customer shall not allow any person who is not qualified, not of age, or who has not received and understands safety and operating instructions or who does not utilize all safety equipment required, to operate the equipment or use the equipment. Customer shall not allow any person to use or operate the equipment when it is in need of repair or when it is in an unsafe condition or situation; modify, misuse, harm or abuse the equipment; permit any repairs to the equipment without PHR's prior written permission; or, allow a lien to be placed upon the equipment. Customer agrees to check filters, oil, fluid levels, air pressure, clean and visually inspect the equipment at least daily and to immediately discontinue use and notify PHR when equipment is found to need repair or maintenance or is not properly functioning. Customer acknowledges that PHR has no responsibility to inspect the equipment while it is in Customer's possession.
9. **RETURN OF EQUIPMENT.** Customer agrees to return to PHR the equipment in as good condition as when received by the Return Date. Customer shall be liable for all damages to or loss of the equipment and liability incurred prior to equipment's return to PHR up to the full replacement cost of the equipment and loss of rental revenue. Customer shall be responsible for all costs incurred by PHR recovering and returning damaged equipment to Pacific Highway's premises. If equipment is to be "picked-up" by PHR, Customer agrees to provide a secure storage location and Customer accepts all risk including damage to and liability relative to equipment for a reasonable period of time until the equipment is picked-up by PHR.
10. **DISCLAIMER OF WARRANTIES.** PHR makes no warranty of merchantability or fitness for any particular use or purpose, either express or implied. There is no warranty or representation that the equipment is fit for Customer's particular intended use, or that it is free of latent defects. PHR shall not be responsible to Customer or any third party for any loss, damage or injury resulting from, or in any way attributable to the operation of, use of, or any failure of the equipment. PHR shall not be responsible for any defect or failure unknown to the PHR. Customer's sole remedy for any failure of or defect in the equipment shall be termination of the rental charges at the time of failure provided that Customer notifies PHR immediately and in writing of such failure and returns the equipment to PHR within twenty-four (24) hours of such failure.
11. **PURCHASE ORDERS.** The use of Customer's purchase order number on this Rental Agreement is for Customer's convenience and identification only and does not bind PHR.
12. **SUBLETTING/LOCATION OF EQUIPMENT.** Customer agrees not to sublet, loan or assign the equipment. Customer shall not move the equipment from the address at which Customer represented it was to be used.
13. **DEFAULT.** Should Customer in any way fail to observe or comply with any provision of this Rental Agreement, PHR may, at its sole option, terminate this Rental Agreement, retake the equipment, declare any charges due and payable and initiate legal process to recover monies owed, and/or, pursue any other legal rights and remedies available to PHR. Exercise of any remedy available to PHR shall not constitute an election of remedies or a waiver of any additional remedies to which PHR may be entitled.
14. **RETAKE OF EQUIPMENT.** If for any reason it becomes necessary for PHR to retake the equipment, Customer authorizes PHR to retake the equipment without further notice or further legal process and agrees that PHR shall not be liable for any claims for damage or trespass arising out of the removal of the equipment.
15. **LEGAL FEES.** In the event an attorney is retained to enforce any provision (including collection costs) of this Rental Agreement, the prevailing party in the dispute shall be entitled to recover reasonable attorney's fees and court costs in such action, or proceeding, in an amount to be determined by the court.
16. **NOTICE OF NON-WAIVER/SEVERABILITY.** Any failure of PHR to insist upon strict performance by Customer as regards any provision of this Rental Agreement shall not be interpreted as a waiver of PHR's right to demand strict compliance with all other provisions of this Rental Agreement against Customer or any other person. The provisions of this Rental Agreement shall be severable so that the unenforceability, invalidity, or waiver of any provision shall not affect any other provision.
17. **INSURANCE.** Customer shall maintain in full force and effect during the term of this Agreement separate General Liability and Automobile Liability insurance policies with coverage limits for bodily injury, including death, personal injury and/or property damage that will respond as primary coverage for Customer's liability and all obligations outlined under this Agreement. In addition to the foregoing, Customer shall maintain Property Insurance in an amount adequate to cover any loss and/or damage to the equipment, up to full replacement cost. Customer shall furnish PHR with a Certificate of Insurance evidencing the foregoing insurance requirements and naming Pacific Highway Rentals, LLC as an additional insured.
18. **MISCELLANEOUS.**
 - A. This Rental Agreement may be executed or delivered by facsimile or email. If this Rental Agreement is executed or delivered by facsimile or e-mail, Customer acknowledges receipt of a completed Rental Agreement and agrees to all of the terms and conditions of such Rental Agreement.
 - B. Before digging, it is the sole responsibility of the Customer to follow the requirements of the regional notification center law pursuant to Article 2 (commencing with Section 4216) of Chapter 3.1 of Division 5 of Title 1 of the Government Code. By signing this Rental Agreement, the Customer accepts all liabilities and responsibilities contained in the regional notification center law.
 - C. Customer authorizes and instructs PHR to complete Customer's "blank/open check" and to "fill-in" the amount of all charges.
 - D. Customer authorizes PHR to submit all Customer charges to Customer's credit card account.
 - E. **WARNING : THIS PRODUCT CONTAINS OR PRODUCES ONE OR MORE CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER AND BIRTH DEFECTS (OR OTHER REPRODUCTIVE HARM).**
 - F. Customer acknowledges that it is a violation and Customer assumes potential civil liability of section 4442 or 4443 to use or operate an internal combustion engine on any forest, brush, or grass-covered land unless the engine is equipped with a spark arrestor.
 - G. Customer is responsible to comply with Fugitive Dust Provisions of Air Quality Management Districts. Customer responsible for all requirements of State Air Resources Board and local Air Quality Management Districts.



Safe travels:

Traffic and Parking Control Co., Inc.
5100 West Brown Deer Rd
Brown Deer, WI 53223
Phone No.:800-236-0112
E-Mail: customerservice@tapconet.com

SALES QUOTE

SALES QUOTE DATE

7/16/2024

SALES QUOTE NUMBER

Q24011333

CUSTOMER NO.

C95509

Page: 1

BILL TO

City of Ellsworth
Lisa Sekulich
1 City Hall Plz
Ellsworth, ME 04605-1942
United States of America

SHIP TO

Highway Garage
526 Main St.
ELLSWORTH, ME 04605
United States of America

Ext. Document No.	SHIP VIA	TERMS	SALESPERSON	VALID UNTIL
	TAPCO FRT Quoted	Net 30 DAYS	Nichole Spalla	8/15/2024
Item/Description	U/M	Quantity	Unit Price	Total Price
137986 Portable Traffic Signal,Dual Head,Continuous Operation,Solar Power/Battery Backup,	Each	2	37,994.10	75,988.20
3200-0000 FREIGHT SALES		1	3,120.00	3,120.00

Subtotal:	79108.20
Invoice Discount:	0.00
Total Sales Tax:	0.00
Total:	79,108.20

All prices are listed in US Dollar (USD)
For terms and conditions, please visit <https://tapconet.com/terms-conditions>

Remcon 72" Jersey Style Barriers

Orange 100 Lb Jersey Style Barricade

On Sale You save 19% regardless of quantity

\$378.00	\$378.00	\$378.00
\$464.05	\$431.05	\$400.05
Quantity	Quantity	Quantity
1-25	26-74	75+

78" long x 24" wide at base, narrowing to 10" wide at the top
 length when interconnected to other Guardsafe Barricades is 72".
 ately 100 lbs. each (empty weight)
 ed Barriers Weigh approx. 1,655 lbs filled with water
 rs to choose from - Hi-Viz Safety Orange or White

DRS:

Orange

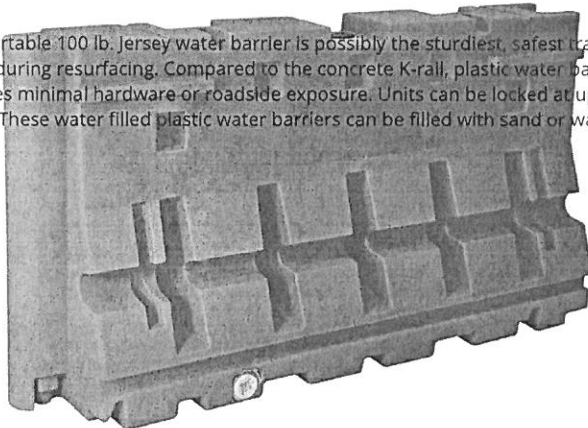
$378 \times 8 = 3024$

Description ^

Remcon 72" Jersey Style Water Fillable Barricades

- 42" tall x 78" long x 24" wide at base, narrowing to 10" wide at the top
- Useable length when interconnected to other Remcon Barricades is 72".
- Approximately 100 lbs. each (empty weight)
- Two Colors to choose from - Hi-Viz Safety Orange or White
- Water Filled Barriers Weigh approx. 1,655 lbs filled with water
- Holds up to 182.9 gallons when filled completely to top
- Each barrier has two pockets to hold optional barricade flashers (sold separately) - All flashers we carry will attached to these barricades.

The portable 100 lb. Jersey water barrier is possibly the sturdiest, safest traffic blockade available. It's used to protect street-side construction sites and block off roads during resurfacing. Compared to the concrete K-rail, plastic water barriers are safer for motorists. Molded-in male/female ends lock together so installation requires minimal hardware or roadside exposure. Units can be locked at up to 15 degree angle to fit curvature. Water filled barriers come in eye-catching orange or white. These water filled plastic water barriers can be filled with sand or water - Easy to drain.



CALL US: (877) 885-1600

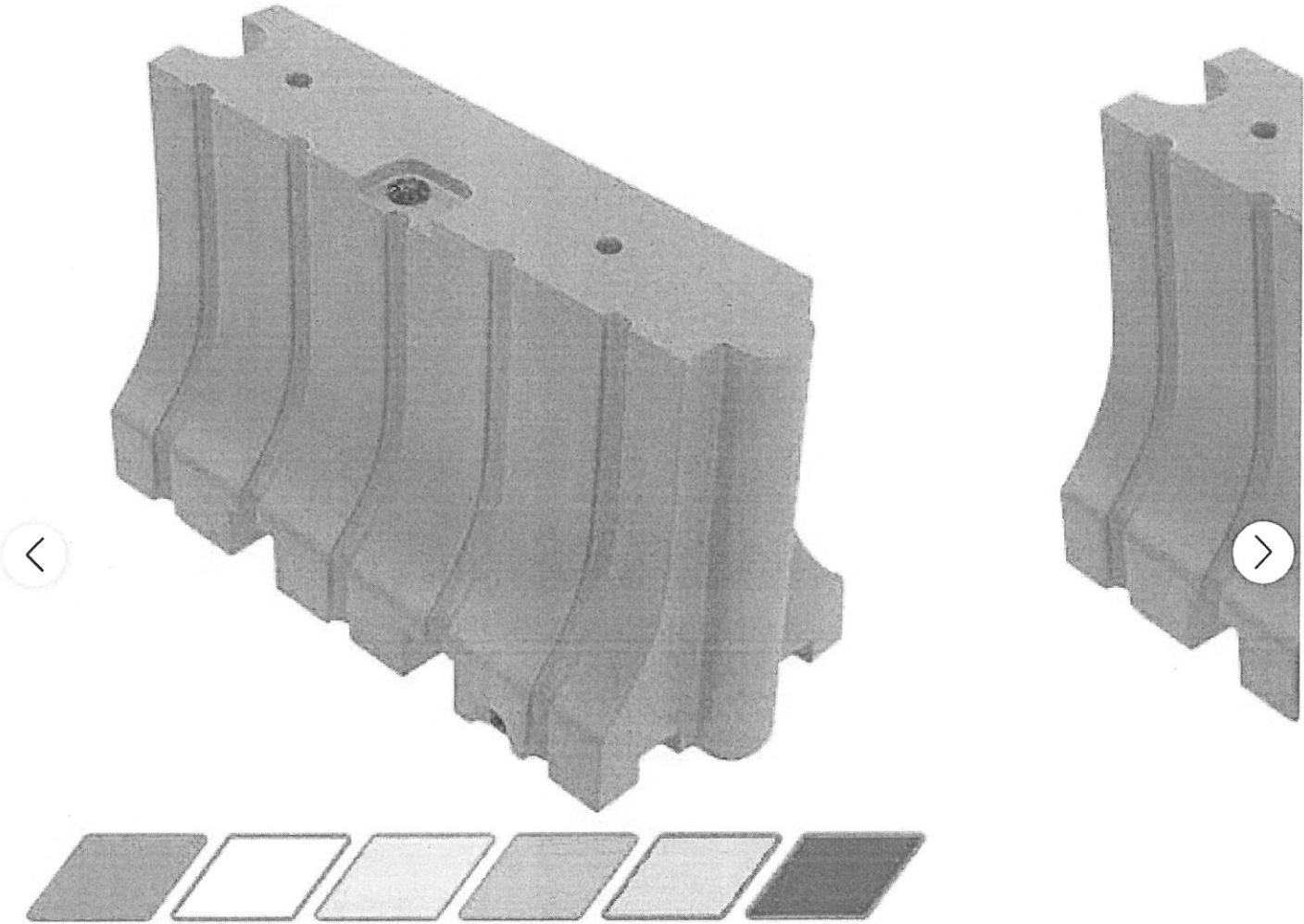
Search

Home / Water/Sand Fillable Jersey Barrier - 42 in. H x 72 in. L x 24 in. W, 100-170 lbs

Water/Sand Fillable Jersey Barrier - 42 in. H x 72 in. L x 24 in. W, 100-170 lbs

SKU CCW-21-007-00082

★★★★★ 2 reviews



Made to Order

PRICE MATCH GUARANTEE

- Heavy weight jersey traffic barrier
- Sand/water fillable for stability - 930 to 1,000 lbs with water
- Fencing Option Available
- Empty weight 100 - 170 lbs
- MASH TL-2 Approved

Color

Tan

Weight



 CALL US: (877) 885-1600

Fencing Option

YES

Quantity

1

\$824.19
 Add to Cart

Request A Quote

Product Overview

***Please note this product currently has a 5 week lead time**

Please note this item (with fencing) has a Minimum Order Quantity of 30 units

This safety barrier barricade is a sturdy, heavy duty solution to high speed traffic or pedestrian control. Designed for outdoor use, this lightweight and portable barrier can be used in a variety of settings. Typical applications include construction zones, crowd control or vehicular channelization. Easily deployable, simply add water or sand for added weight and stability.

Add on fencing panels to increase privacy and security of work sites. The fencing panels are chain link laced all the way around a 1-3/8" frame. The 1-5/8" poles will be bundled and shipped with the pane, They will need to be assembled with purlin clamps (included).

This system is acceptable for use on the NHS under the provisions of the American Association of State Highway and Transportation Officials (AASHTO) "Manual for Assessing Safety Hardware" (MASH). MASH TL-2 approval documentation can be provided on request.

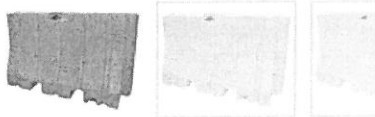
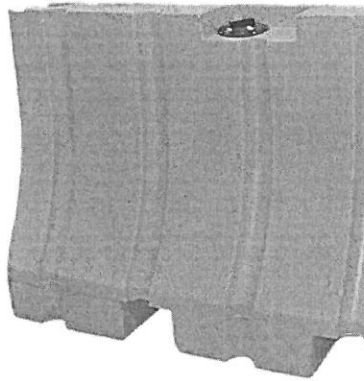
COLOR OPTIONS



FEATURES

- Structurally sound
- Lightweight
- Durable
- Drain plugs
- Variety of colors
- Screw-on fill caps and lids
- Compatible with square bolt-on or round screw-in lights
- Easily relocated
- Lower labor costs
- Impact resistant
- Allows for application flexibility
- UV and long-term fade resistant
- Larger barriers accept fencing
- Withstands harsh treatment during installation and relocation
- Ballastable with water or sand



[< Water Filled Barriers & Barricades](#)

Heavy Duty Plastic Jersey Traffic Crash Barriers

DOT Approved - 72" or 96" Lengths - 6 Colors - Sand & Water Fillable

[Be the first to Leave A Review](#)

Choose Length

72" Long

Choose Weight

170 Lbs

Choose Color

Safety Orange

SELECTED PART#: SB-4206-170-SO

ADD TO CART

Our website uses cookies to improve your experience and record usage statistics. By using our site you consent to cookies as described in our [Privacy Policy](#).

Qty	1 - 10 Units	11 - 49 Units	50 - 99 Units
Price	\$556.03/ea	\$544.91/ea	\$528.21

[See Full Price Chart & Accessory List](#) ↕

Heavy Duty Plastic Jersey Traffic Crash Barriers Features

- **Crash Tested as TL2 Channelizer**
- 42" Height
- Available in Orange, White, Yellow, Tan, Olive Drab, or Blue
- Choose from various wall thicknesses
- Compatible with square bolt-on or round screw-in lights
- UV and long-term fade resistant
- Composition: UV-Resistant Polyethylene
- **PLEASE CALL FOR VOLUME PRICING FOR FULL TRUCK-LOAD QUANTITIES**

[See More Technical Specifications](#) ↕

— Product Overview

42x72x24 plastic jersey barriers have been tested and approved by the US Dept of Transportation. Made from UV-Resistant Polyethylene, this portable and durable safety plastic jersey barrier is structurally sound and impact resistant. It can be easily relocated and reconfigured and is ballast able with sand or water for added stability. It also features built-in molded forklift slots for maximum convenience. Great for road work or parking lot construction projects. The water-filled plastic jersey traffic barrier will not bulge or distort when filled with water ballast or sand. We also will not jeopardize our quality just to sell our barrier. During the design of the plastic jersey barrier, we take into account that cosmetics are also a key selling point in our desired markets. We believe that we have a product that is more cosmetically pleasing than our competitors. This heavy-duty traffic barrier has also been designed to a higher standard of strength and integrity which we feel makes for a superior product for the end-user. as a Test Level 2 Longitudinal Channelizing Device – AASHTO Manual for Assessing Safety Hardware Test Level 2. It was stated to be acceptable as a TL2 water-filled channelizer. We do have a letter with all the testing results if any further questions need to be answered regarding the testing. Most of our barriers now have fill lines. We recommend only filling the barriers to the fill line – overfilling can cause bulging. **To keep water from freezing inside our suggestion is to use Calcium Chloride. You use 4-6 oz of Calcium Chloride per gallon depending on the temps outside.**

+ Prices List

LEASE EXTENSION

THIS LEASE EXTENSION is executed this 7th day of August, 2024, by and between:

CITY OF ELLSWORTH, a municipal corporation located in Hancock County, organized and existing by virtue of the laws of the State of Maine, and having its principal offices at 1 City Hall Plaza, Ellsworth, Maine, 04605 (hereinafter sometimes referred to as "CITY"),

and

DOWN EAST FAMILY YOUNG MEN'S CHRISTIAN ASSOCIATION, a Maine nonprofit corporation located in Hancock County, and having a place of business at 283 State Street, Ellsworth, Maine, 04605 (hereinafter sometimes referred to as "DEFY").

WITNESSETH:

WHEREAS, the CITY is the owner of the a building located at 125 State Street, Ellsworth, known as Moore Community Center (MCC); and

WHEREAS, the CITY and DEFY entered into a lease for the MCC on August 18, 2014, expiring August 15, 2024; and

WHEREAS, the CITY and DEFY desire to extend the Lease on the same terms through the end of 2024; and

WHEREAS, Lease Article XXIII allows the Lease to be amended upon written agreement;

NOW, THEREFORE, the parties do mutually agree as follows:

1. Article II of the Lease between the CITY and DEFY that is dated on or about August 15, 2014, is hereby deleted and replaced with the following.

"TO HAVE AND TO HOLD the demised Premises unto DEFY for the term commencing on the 15th day of August, 2014, and expiring on December 31, 2024."

2. All other contract terms and conditions remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year written above.

CITY OF ELLSWORTH

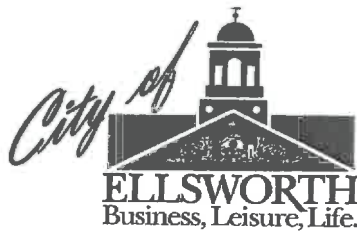
Ebony A Kp-Dwli
Witness

[Signature]
By: Charles Pearce
Its: City Manager

DOWN EAST FAMILY YMCA

Ebony A Kp-Dwli
Witness

[Signature]
By: Matt Montgomery
Its: Chief Executive Officer



Larry Gardner, City Assessor
1 City Hall Plaza ▪ Ellsworth, ME 04605
Phone (207) 667-8674
assessing@ellsworthmaine.gov

August 14, 2024

RE: Ellsworth Senior Stabilization Program Tax Club

Background:

Last year for FY2024, the City had roughly 620 seniors, 65 and older, enrolled in the State's Stabilization Program. This amounted to \$400,000, which equates to an average savings of about \$650 per senior.

These seniors eagerly enrolled in the program primarily because the legislation promised a zero tax increase for the rest of their lives, as long as they owned a property having a Homestead Exemption in Maine. The State law also promised to reimburse every municipality 100% (the \$400,000). Lawmakers learned they had underestimated municipal Stabilization Program reimbursements by almost 50%. Hence, they repealed the law as adequate funding was not available to continue to reimburse municipalities.

While legislators attempted to rectify the issue, the program was repealed and is no longer available for FY2025. As a result, for this next FY2025 tax bill, instead of having that promised lifelong tax freeze, these seniors will be impacted by a 33% tax increase (on average) over last year's FY2024 tax bill. The FY2024 tax bill was the "frozen" tax they had been billed for in FY2023. Taxpayers not stabilized last year will see an estimated 12% increase in tax. To summarize, those who were enrolled in the State's Senior Tax Stabilization Program will incur a 33% increase to their tax bill in just one year, instead of over a two year period. This increase will be about three times the tax increase of everyone else.

Council Consideration:

As such, the Council may want to consider some kind of relief to these residents as they will no longer be "frozen", having to pay the increase between FY2023 to FY2024 and the increase between FY2024 and FY2025 during one fiscal year, approximately a 33% increase.

One option, under Maine Law, Title 36, Section 505 allows for the City Council to create and approve a "Tax Club". Tax Clubs are an effective way for taxpayers to budget their property tax payments without interest accruing for the fiscal year if they cannot meet the semi-annual tax payment dates. Tax clubs do not reduce or waive or abate property taxes. They only provide extra time to pay before interest begins to accrue. The authority under 36 M.R.S. § 505 to create a "tax club" is very broad. Tax clubs are not created by ordinance. They must be accomplished by annual vote by the City Council. A memo from the Maine Municipal Association legal department is attached to provide more context on the Maine law granting authority to municipalities.

If the Council so chooses, the City could establish an Ellsworth Senior Tax Stabilization Program Tax Club, which would:

- Directly notify through a mailing the 621 resident homestead property owners (age 65 and older) who were in the Senior Tax Stabilization Program (STSP), providing

them information about the formation of the Ellsworth Senior Tax Stabilization Program and an application allow to sign up for the program;

- Be in effect for only the FY2025 property tax year;
- Provide extra time for those who sign up for the program to pay their taxes before interest begins to accrue;
- If by June 2025 any amount of property tax is not paid, interest will then begin to accrue for these residents at the rate of interest approved by the City Council.

City staff who would be involved in this program met to discuss the process by which this program would be implemented and, while it does require some alterations to the tax collection process, it is feasible. There are some pros and cons to this program for the Council to consider, which are outlined below:

Pros:

- Provides more time for these residents to pay their tax bill
- Does not penalize the resident for the extra time they may need to pay their tax bill

Cons:

- Equity – only a small subsection of residents will be allowed to be in this program
- Cashflow unpredictability – we won't know exactly when these tax bills will be paid in full during the tax collection process
- Loss in revenue from interest
- Alterations to the existing tax collection process, which equates to more staff time invested
- Does not lower the tax bill of these residents, only provides more time to pay before interest begins to accrue

Motion:

Should the Council decide to move forward with the establishment of an Ellsworth Senior Tax Stabilization Program, the following motion is suggested:

Pursuant to 36 M.R.S. § 505, move to approve the establishment of an Ellsworth Senior Stabilization Program Tax Club for the FY2025 fiscal year, to apply to those homestead resident property owners who were in the State's Senior Tax Stabilization Program during FY2024.

5/10/2024 via email

Larry,

If the municipality is only looking to give more time to pay taxes in full, it sounds like a "tax club" would be a viable option. They are an effective way for taxpayers to budget their property tax payments over several months rather than tendering a single or semi-annual tax payment(s).

The authority 36 M.R.S. § 505 to create a "tax club" is very broad and thus I can't say it would be impermissible to limit the club only to those who were in the senior tax stabilization program.

Before implementing the tax club, the board would want to be sure they feel comfortable defending the reasoning or "rational basis" for limiting the club to only those individuals and not making it available for all of the town's residents or taxpayers.

I will note that tax clubs are not created by ordinance and must be accomplished by annual vote.

I hope this provides the further assistance you were looking for.

Best,

Sarah

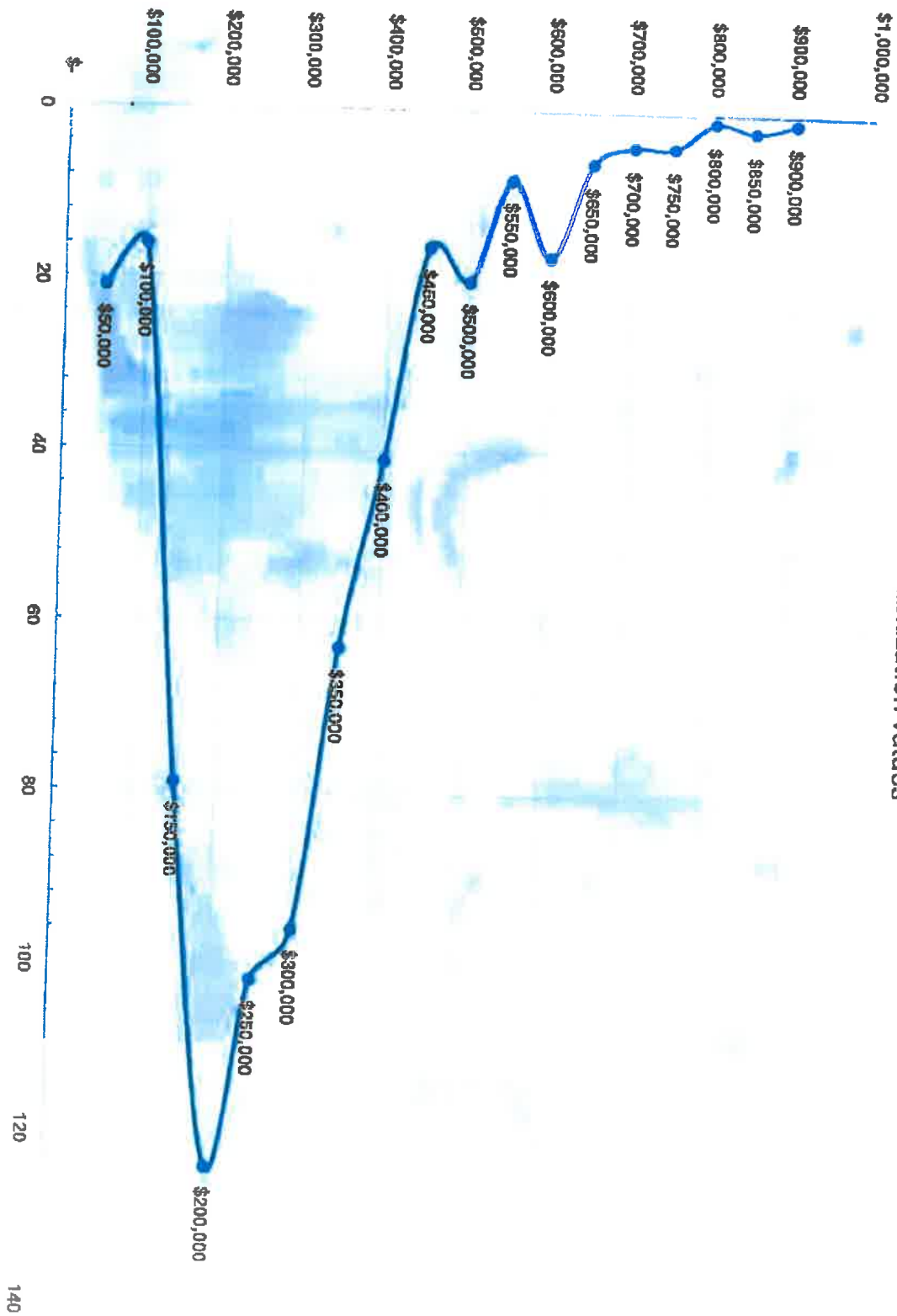
Sarah J. Jancarik, Staff Attorney
MMA Legal Services Department

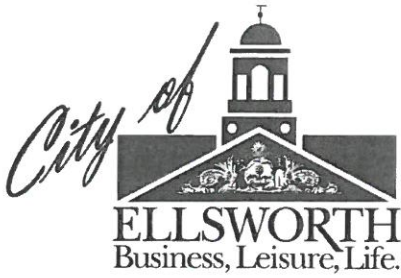


**MAINE MUNICIPAL
ASSOCIATION SINCE 1936**

Maine Municipal Association
60 Community Drive, Augusta, ME 04330
Phone: 207-623-8428
1-800-452-8786
FAX: 207-624-0187
legal@memun.org

Stabilization Values





Jim McLean, Facilities Manager

1 City Hall Plaza ♦ Ellsworth, ME 04605-1942

Phone (207) 669-6617 ♦ Cell (207) 460-7117

jmclean@ellsworthmaine.gov

08/05/24

To: City Council

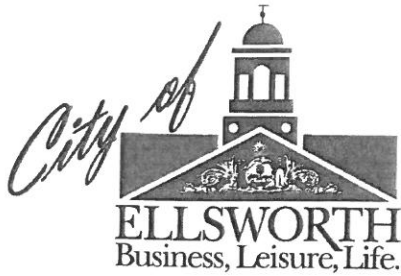
From: Facilities Manager

Re: Lead Paint Abatement

As part of a Capitol Improvement in the Fire Dept. for moisture issues Lead paint was found on the walls that are to be worked on. Attached is three quotes for the complete abatement of the paint by State licensed companies for your review.

**Possible Motion,
TO AUTHORISE CITY MANAGER TO ENTER INTO A CONTRACT
WITH LOWEST BIDDER FOR LEAD PAINT ABATEMENT AS
OUTLINED IN THE RFP.**

Respectfully,
Jim McLean
Facilities Manager



Jim McLean, Facilities Manager

1 City Hall Plaza ♦ Ellsworth, ME 04605-1942

Phone (207) 669-6617 ♦ Cell (207) 460-7117

jmclean@ellsworthmaine.gov

07/02/24

The City of Ellsworth is currently soliciting bids for interior lead paint abatement.

We have 1000 sq ft +- of brick wall that is currently Fire Department bunk rooms and office space that has tested positive for lead paint. We need to have this paint removed to continue with ongoing renovations.

As part of the quote your company will be responsible for the enclosures and positive air needed to prevent dust hazards as well as all other State and Federal requirements to the employees of the Fire Department as well as other city employees located in the upper two floors.

The city will provide an area for all equipment needed as well as power and water if needed. Also all areas will be clear of furnishings and personal property. The project will need to be performed in two phases due to the lack of bunk space in the FD for 24 hour staffing. The phases will need to be at a minimum of 30 days apart.

We require a certificate of Liability, Workers Comp and a copy of all State and Federal licenses prior to awarding the contract.

We would like to get bids returned no later than **August 5th 2024**.

Please contact Jim McLean at 207-460-7117 or jmclean@ellsworthmaine.gov with questions or to make arrangements to do a site visit/inspection.

Thank you for considering our project.



PROPOSAL Lead Paint Removal

Prepared for:

**Jim Mclean
City of Ellsworth
1 City Hall Plaza
Ellsworth, Maine 04605**

Email:

jmclean@ellsworthmaine.gov

For services at:

**Fire Department
1 City Hall Plaza
Ellsworth, Maine 04605**

From:

**Dana Codrey
Project Manager
Lakeside Concrete Cutting, Inc.
6 Environmental Drive
Cumberland, Maine 04110
(207) 773-1276**

July 26, 2024



July 26, 2024

Lakeside Concrete Cutting has been a leader in the asbestos/lead abatement and indoor air quality industry in Maine since 1981. The cornerstone of our company's philosophy is the concept that an informed consumer is an important partner in the successful management of any environmental remediation project.

Lakeside Concrete Cutting is a family-owned construction business established in 1980 in Newport, Maine. In 2020, Lakeside merged with Abatement Professionals of Westbrook. Abatement Professionals began as a plastering company in the early 1900s and became Maine's first asbestos abatement contractor in the early 1980s. Lakeside's staff of over forty employees has the experience and craftsmanship to complete the most difficult environmental remediation projects in a safe manner, within budget, and on time. We are fully insured, bondable, and committed to providing creative solutions to meet our needs.

We have enclosed information to provide a better understanding of our industry. We encourage you to ask questions. We are happy to provide references upon request. We encourage you to visit our website www.lakesideap.com for even more information and to view photos of our team in action. We strive to provide quality service, competitive pricing. We are committed to our customers, employees, our community, the environment, and the laws our government created to protect us.

Sincerely,
Dana Codrey
Project Manager

Project # 24-0580



This proposal is in response to the asbestos inspection conducted at **1 City Hall Plaza, Ellsworth Maine 04605** by Dana Codrey, a Maine DEP licensed asbestos inspector and designer.

Scope of work:

Based on a site visit on July 8, 2024, we understand our scope of work as follows:

- Removal and disposal of approximately 1,000 SF. of Lead based paint that is on brick on the exterior wall of the Fire Station
- We will be sandblasting the paint off
- The project will be split up into 2 phases
- We will supply all notifications to the Maine DEP

Price breakdown:

1. Removal and disposal of Lead paint from brick:	\$ 42,450.00
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TOTAL: \$ 42,450.00

Important considerations:

- Maine DEP Chapter 424 regulations require us to notify them ten calendar days in advance before starting any abatement projects
- This proposal is valid for 30 days.
- We require a security deposit of approximately 25% of the total base bid to schedule your project. The remaining balance is due upon completion.



CONTRACT FOR LEAD REMOVAL & DISPOSAL

Lakeside Concrete Cutting, Inc. (hereinafter referred to as LCC), of Newport and Westbrook, Maine, hereby agrees to perform the following services for **Jim Mclean** (hereinafter referred to as the client).

As described in LCC's proposal letter dated July 26, 2024, LCC will abate asbestos from **1 City Hall Plaza, Ellsworth Maine 04605**. Please reference the proposal letter for a detailed description of the work.

1. LCC will pre-clean stationary fixtures and horizontal surfaces of building components currently located within the asbestos control area where the presence of asbestos is documented.
2. LCC will perform all services according to applicable state, local and federal regulations.
3. We will provide clearance swipes by an independent contractor.
4. The client understands and agrees this proposal is for abatement of the aforementioned Lead containing material which was visible and in areas that were readily accessible at the time of the original inspection. This proposal does not include abatement of Lead materials uncovered or found subsequent to the original inspection for asbestos material not readily identifiable.
5. The client will provide parking, water and electricity to LCC for the duration of their work.
6. If a temporary power source is required, the client will provide a licensed electrician, if necessary, to connect and/or disconnect LCC's temporary power panels.
7. The client is responsible for draining all mechanical systems to be removed and/or replaced and to flush and properly dispose of all hazardous or toxic materials found within the system, except for asbestos.
8. The client will maintain adequate and clear access to LCC's control area and specific removal locations.
9. The client agrees to reimburse LCC for any reasonable costs incurred by the contractor due to the cancellation of this agreement and any costs associated with the collection of past due invoices.



Price breakdown:

10. Removal and disposal of Lead paint from brick: \$ 42,450.00

TOTAL: \$ 42,450.00

Client Signature

Date



PROJECT MONITORING DISCLOSURE FORM

Contractors and design consultants hired to perform asbestos abatement activities in Maine are required by DEP regulations to provide project monitoring information to building owners or their agents when project monitoring will not be performed. The building owner or agent decides whether project monitoring is appropriate for their abatement project. The price of project monitoring is the main reason it is not normally performed.

Project monitoring **will not** be conducted during this asbestos abatement project. Maine DEP regulations do not require project monitoring.

What is project monitoring and when is typically utilized?

Maine licensed asbestos air monitors provide project documentation regarding whether the asbestos abatement activities were performed in accordance with design specifications and applicable rules and regulations. Project monitoring often includes area monitoring. Area monitoring is the collection of air samples during the abatement activity. Air samples are typically taken immediately outside the regulated area and in other adjacent locations to determine whether elevated fiber levels are being detected during the abatement activity. Independent area monitoring can be useful on projects which are highly visible to the public to reduce a building owner's potential liability and to address concerns of the public. On another note, when asbestos abatement is conducted immediately adjacent to occupied areas of a building, an Independent air monitor is useful to address air quality concerns raised by building occupants. Area monitoring is not the same as air clearance sampling. Air clearance sampling the collection of air samples after the asbestos abatement project. After the regulated area is visually clean, an asbestos air monitor will take air clearance samples to determine whether the air inside the containment system meets Maine's air clearance standards.

Who can you call with questions about asbestos and asbestos regulations?

The Maine Department of Environmental Protection's Asbestos Hazard Prevention Program at (207) 287-2651.

Client Signature

Date

Project # 24-0580



PRESUMED POSITIVE DISCLOSURE FORM

Asbestos is a naturally occurring mineral, very strong and heat resistant and has been used in many products ranging from pipe insulation to cement wallboard. Confirming that a material is an "asbestos-containing material" requires that a Maine licensed asbestos inspector collect samples of the material. The samples then must be analyzed by a Maine licensed asbestos analytical laboratory to determine if they contain asbestos. Sampling suspect asbestos materials to determine if they contain asbestos will prevent the unnecessary expense of treating non-asbestos materials as asbestos-containing materials.

When it is extremely likely a material is asbestos containing, the building owner may choose to presume that the material is asbestos and treat it as such, thereby saving the time and cost associated with sampling the suspect material. Common building materials or building components that may be asbestos containing include pipe insulation, mudded fittings, boiler covering, tank covering, duct covering, breeching covering, surfacing materials, floor tiles, cementitious wallboard and cementitious siding products.

Lakeside Concrete Cutting will treat any materials presumed to contain asbestos the same way as an asbestos-containing material during your project.

The following materials are presumed to be asbestos containing and will be treated as such:

Suspect Material	Location	Quantity	Sampling & Analytical Price
Floor Tile	Basement	600 SF.	\$ 125.00

Client Signature

Date

Project # 24-0580



P.O. Box 291, Pittsfield, Maine 04967 * 207-487-3091 * fax: 207-487-3025

March 15, 2024

Mr. Jim McLean
City of Ellsworth
1 City Hall Plaza
Ellsworth, ME 04605

PROPOSAL NUMBER: 031524-2875

JOB LOCATION: Fire station

JOB DESCRIPTION: Supply labor, equipment, materials, and disposal to abate approximately 1000 sf of lead from brick walls located in lower bunk areas of fire station.

Work to be done in 3 phases to accommodate the department's 24 hour ready response.

All furnishings, shelves and sheetrock demo will be performed by others prior to NES arrival.

City of Ellsworth to supply location for our decon trailer, power and water hook up as well as storage for LBP waste until Clean Harbors can pick up the waste and for storage and disposal of non-contaminated waste.

City of Ellsworth to notify occupants of the building of the work taking place as this will be extremely noisy and may be a disturbance to some.

NES will be responsible for enclosures and negative air machines to eliminate any dust hazards.

The total cost shall be: **\$48,980.00**

Sincerely,

Michael F. Vigue

Michael F. Vigue

bjg



Address: 571 Sabattus Street Lewiston, Maine 04240 **Phone:** 207-241-2777 **Fax:** 207-786-8800

Estimate

Issued date: 7/22/2024
Valid Until: 10/22/2024

For: City Of Ellsworth

Description

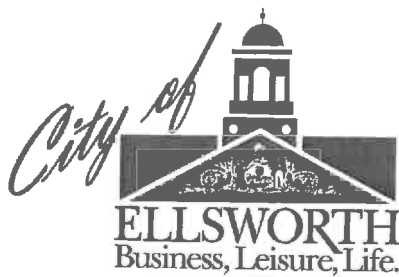
Objective: take paint off interior of exterior walls in 7 rooms down to bare brick to prepare for spray foam insulation.

Work Scope: Work to be performed in 2 stages, final decision as to which rooms in what stage will be determined.

Each section will be sealed off with its own decontamination booth for the crew to get in and to get out. Hepa Filtered fresh air positive system will be used.

Sponge jet sand blaster will be used, compressor will need to be set up in closest parking area. Ray Corporation will hire a 3rd party company to take clearance swipes to ensure proper cleaning.

Price: \$57000.00



MEMORANDUM

To: City Council
From: Matthew Williams, City Planner & Tina Vanadestine, Social Services Director
CC: City Manager Pearce
Date: August 13, 2024
RE: Potential Cannabis Referendum Process

Background

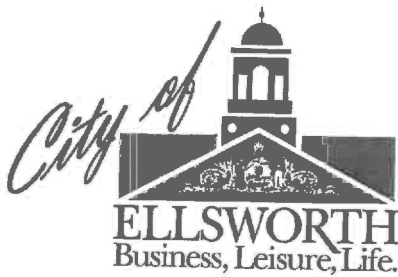
As voted on and approved by the Council at the July 15th, 2024 meeting, City staff moved forward with the creation of an internal working group to design and hold educational workshops to provide and collect information related to cannabis uses and their potential effects on the City. These workshops will be held August 28th, September 12th, September 17th, and October 10th. Each workshop will be held in City Council Chambers at 5:30 p.m.

There was also agreement that at the August 19th Council meeting, there would be discussion and a vote on the potential to send questions of whether to allow a multitude of adult use and medical cannabis related uses to referendum in November 2024.

Since the July 15th, 2024 Council meeting, City staff have worked to come up with options for how to word the ballot in an accessible and cost-effective way for voters. Multiple examples of these options are attached hereto as Appendix A, with the final staff recommendation drafted below in the Recommendation/ Suggested Motion.

The proposed recommendation for the two referendum questions allows for a simpler coding process when creating the ballots and gives the voter an easier ballot to fill out on Election Day. Staff debated whether to use two referendum questions with a possibility of having four “yes or no” options within each of the questions, totaling eight options (*See App. A*). When the Clerk’s Office contacted Election, Systems & Software (“ES&S”), the company that codes our memory sticks and prints all ballots for the City of Ellsworth, they informed staff that a question’s wording in the manner previously described would most likely have to be hand counted. This would require election workers to hand count two referendum questions during a presidential election which could possibly mean hand counting over 8,000 ballots. So, staff explored more options and thought that maybe we could take the two questions and turn them into eight individual “yes or no” questions. The consensus was that this method would be confusing and overwhelming to the voter. The final conclusion was to have two referendum questions with the specific uses drawn out within each question, as illustrated by the Recommendation/ Suggested Motion below.

There will be notes below each question outlining the limits of a no vote. For medical use cannabis a note shall read “A no vote will not prohibit or limit the number of registered caregivers from operating within Ellsworth, as the Maine Medical Use of Cannabis Act expressly precludes a



municipality from enacting such limitations. A no vote will leave in place existing regulations and grandfathering surrounding Medical Use.” For adult use cannabis, a note shall read “A no vote will not eliminate a person from cultivating or using recreational cannabis as permitted under the Adult Use Cannabis Law.”

Recommendation/ Suggested Motion

Move to place two warrant articles on the November 2024 election ballot, asking: 1) “Shall the City of Ellsworth vote to authorize within the municipality the operation of adult use cannabis stores, provided they operate in compliance with all applicable state and local requirements?” and 2) “Shall the City of Ellsworth vote to authorize within the municipality the operation of medical cannabis registered caregiver retail stores and registered dispensaries, provided they operate in compliance with all applicable state and local requirements?”

APPENDIX A

Ellsworth 2024 Cannabis Secret Ballot Referendum

Explanatory Note: The following warrant articles ask Ellsworth voters whether they want to allow each type of medical use and adult use (recreational) cannabis establishments to operate in Ellsworth. A yes vote permits such establishments to operate in Ellsworth, subject to local ordinance requirements to be adopted at a later City Council Meeting. A no vote means that type of establishment will not be permitted to operate in Ellsworth.

MEDICAL USE

Article [?]: Shall the City of Ellsworth allow each of the following Medical Use Cannabis Establishments to operate in Ellsworth, subject to the Maine Medical Use of Cannabis Act and City ordinances?

Note: A no vote will not prohibit or limit the number of registered caregivers from operating within Ellsworth, as the Maine Medical Use of Cannabis Act expressly precludes a municipality from enacting such limitations.

A no vote will leave in place existing regulations and grandfathering surrounding Medical Use.

<u>Type of Medical Use Establishment</u>	<u>YES</u>	<u>NO</u>
Manufacturing Facility:	☐	☐
Testing Facility:	☐	☐
Caregiver Retail Store:	☐	☐
Dispensary:	☐	☐

ADULT USE

Article [?]: Shall the City of Ellsworth allow each of the following Adult Use (Recreational) Cannabis Establishments to operate in Ellsworth, subject to the Adult Use Cannabis Law and City ordinances?

Note: A no vote will not eliminate a person from cultivating or using recreational cannabis as permitted under the Adult Use Cannabis Law.

<u>Type of Adult Use (Recreational) Establishment</u>	<u>YES</u>	<u>NO</u>
Cultivation Facility:	☐	☐
Products Manufacturing Facility:	☐	☐
Testing Facility:	☐	☐
Cannabis Store:	☐	☐

Sample warrant articles:

To generally authorize all adult use cannabis establishments:

"Shall the town vote to authorize within the municipality the operation of adult use cannabis establishments, provided they operate in compliance with all applicable state and local requirements?"

To authorize some types of adult use cannabis establishments:

"Shall the town vote to authorize within the municipality the operation of adult use cannabis [select the types the municipality wants to allow] stores, cultivation facilities, products manufacturing facilities, and testing facilities, provided they operate in compliance with all applicable state and local requirements?"

To authorize a certain number of adult use cannabis establishments:

"Shall the town vote to authorize within the municipality the operation of [select a number] adult use cannabis stores, [select a number] cultivation facilities, [select a number] products manufacturing facilities, and [select a number] testing facilities, provided they operate in compliance with all applicable state and local requirements?"

*(Note: Municipalities should **only** vote to allow a certain number of establishments if they have also enacted an ordinance providing criteria for selecting establishments to fill the available openings. Municipalities must be prepared for the likely event that they will receive more applications than the authorized number of establishments.)*

To authorize all adult use cannabis establishments except establishments authorized to conduct retail sales, within the municipality:

"Shall the town vote to authorize within the municipality the operation of adult use cannabis products manufacturing facilities, testing facilities, and cultivation facilities except nursery cultivation facilities providing direct consumer sales, provided they operate in compliance with all applicable state and local requirements?"