

MEETING NOTICE

The regular monthly meeting of the Ellsworth City Council will be held on Monday, March 17, 2025, 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:
 - February 18, 2025, Regular Meeting
5. Presentation of Awards.
 - EHS Cheerleading Team – State Champions
 - Melanie Fox & Kat Archer – PVC Cheering Coaches of the Year
 - Ann Katherine Burns & Ella Montgomery – State Champion Individual Event Swimmers
 - Jim Goodman – PVC Boys Swim & Dive Coach of the Year
 - Andy Pooler – Big East Girls Basketball Coach of the Year
 - Daryl Clark – 25 years of service
 - James Hassard - 5 years of service
 - Meadowview Staff member Kert Clark and Residents Chuck Hodge and Glen Tucker – Hero Recognition
 - Firefighter/EMTs Michael Beau Parker and Michael Kaselis – Medal of Bravery
 - Interim Deputy Chief Tyler Kennedy – Medal of Valor
6. City Manager's Report.
7. Committee Reports.
8. Citizen's Comments.
9. Councilor Comments.

UNFINISHED BUSINESS

10. Council Order #022501 Request of the Public Works Director to accept the bid for local roads paving.
11. Council Order #022502 Public Hearing and potential action on a proposed ordinance to more effectively control nuisance odors within the City of Ellsworth. This ordinance will outline how to determine an objectionable odor, compliance requirements, and enforcement procedures.

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.

12. Council Order #032500 Request of the Deputy City Clerk to hold a Special Municipal Budget Validation Referendum Election on June 10, 2025. *
13. Request of the Arbor Commission to appoint Valencia Libby as a regular member with a term to expire 6/30/2025. *
14. Request to appoint Ellsworth Cemetery Commission members. (Sponsored by Councilor Smith) *
15. Council Order #032501 Reservation of the City of Ellsworth's right to harvest alewives. *

NEW BUSINESS

16. Public Hearing and action on the application(s) for renewal for the following license(s):
 - Eagles Lodge Motel, 278 High Street, for renewal of a City Lodging House License.
 - Brian Muir d/b/a Josie's Country Store, 126 Surry Road, for renewal of a City Class C License (Victualer and Liquor) and renewal of a State Restaurant (Class I, II, III, and IV) Malt Liquor, Wine, and Spirits Liquor License.
 - Yuki Abra LLC d/b/a Finelli Pizzeria, 12 Downeast Highway, for renewal of City Class C License (Victualer and Liquor) and renewal of a State Liquor License.
 - Casa Jalisco, 205 High Street, for renewal of a City Class C License (Victualer and Liquor) and renewal of a State Restaurant (Class I, II, III and IV) Liquor License.
 - American Dream Pizza Hut LLC d/b/a Pizza Hut, 211 High Street, for renewal of a City Class C License (Victualer and Liquor) and renewal for a State Liquor License.
 - Crazy Sumo LLC d/b/a Crazy Sumo, 75 High Street, for renewal of a City Class C License (Victualer and Liquor) and renewal of a State Liquor License.
 - Riverside Café, 151 Main Street, for renewal of a City Class C License (Victualer and Liquor) and renewal of a State Liquor License.

- Cresswell Investments, LLC d/b/a Finn's Irish Pub, 156 Main Street, for renewal of a City Class B License (Amusement, Victualer and Liquor) and renewal of a State Restaurant (Class III and IV) Malt, Vinous Liquor License.
- Sanctuary Inn Investors LLC d/b/a Sanctuary Inn, 33 Birch Avenue, for renewal of a City Lodging House License.
- Atlantic Coast Inn, 200 High Street, for renewal of a City Lodging House License.
- Siam Sky LLC d/b/a Siam Sky 2, 78 Downeast Highway, for renewal of a City Class C License (Victualer and Liquor) and renewal of a State Restaurant (Class III and IV) Malt and Vinous Liquor License.
- Ellgovs LLC d/b/a Governor's Restaurant and Bakery, 253 High Street, for renewal of a City Class C License (Victualer and Liquor) and renewal of a State Restaurant (Class III and IV) Malt and Vinous Liquor License.

****New Business****

- Kalmar LLC d/b/a Smokey Bear Tobacco and Beverage, 139 High Street, for a new City Liquor License.
17. Council Order #032502 Public Hearing and action on amendments to the City of Ellsworth Code of Ordinances, Chapter 3, Harbor Ordinance.
 18. Council Order #032503 Public Hearing and action on the request of the Assistant City Planner to authorize the City Manager to sign the necessary closing documents to finalize the purchase of the Haynes Property for the Branch Lake Public Forest expansion.
 19. Council Order #032504 Request of the Deputy City Manager for approval of the Village Partnership Initiative (VPI) contract.
 20. Council Order #032505 Request of the Ellsworth Business Development Corporation to eliminate the City's interest in the 100-foot right-of-way to the right of the cul-de-sac at the end of the Commerce Park, and over Tax Map 42, Lot 8-1, per City Council minutes from March 16, 2015, as the Frenchman Bay Conservancy has confirmed that they no longer require a right-of-way for access, and given the lack of need for future growth in that area.
 21. Council Order #032506 Update from the Code Enforcement Officer on the status of the property identified as 7 Fairground Road before tearing down the Dangerous Building in the spring.
 22. Council Order #032507 Public Hearing and action on the request of the Public Works Director to accept the Water Treatment Plant Engineering proposal from Woodard and Curran.
 23. Council Order #032508 Update and potential action on the Brae Drive private utilities line issue.
 24. Discussion on Council/City Goals and Priorities for 2025. (Sponsored by Manager Pearce)

25. Adjournment.

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Spectrum Channel 1303

AGENDA

1. Call to Order. *Chair Beal absent*
2. Pledge of Allegiance.
3. Rules of Order.
4. Adoption of the Ellsworth City Council minutes from the following meeting:
 - January 21, 2025, Regular Meeting

Move to adopt N Smith, seconded by T White, passed 6-0

5. Presentation of Awards.
 - Tyler Kennedy – 10 years of service

6. City Manager's Report.

Would like to start out with that he has been here close to 10 months and loves this job. Has had to have some tough conversations with citizens as City Government is often the last stop to get help on something but there is also amazing citizens, communities and nonprofit leaders here that are always willing to help. Thank you to the Council and to the community for a great 10 months. Budget season is about to begin, his calendar for the next week is full of meetings with the department heads to go over their budgets. A big thank you to the department heads and staff who have put a lot of effort into the budget already. Going to dive in deeper to the requests and see what they incorporate so that they can come back to council earlier this year to more align our budget season with the School Department. It will be a very public process, as soon as they can get a draft budget together it will be available online.

This has been a very Maine winter, with lots of snow recently. He has gained a new appreciation for the work that the plow truck drivers do after going on a ride along with them. They have been working very hard to make sure that the streets are clear and passable. They have also been working hard on the sidewalks but have run into some problems with the sidewalk snowblower and will likely have a request in the budget for a new one.

Another big thing that he and the management team have been working on is updated job descriptions for the entire management group and a new SMART goal and performance review process.

Lastly, a quick update on the Courthouse. There is not much detail to say but things are going very well with the Judiciary. They are meeting weekly to iron out the final purchase and sale

agreements, developer agreements for the road construction, easement purchases, etc. He apologizes that they haven't been able to come forward with a more detailed and public announcement but everyone is on the same page as to how we move forward in the process.

7. Committee Reports.

- Request appointment of William Fogle to the Historic Preservation Commission.

N Smith – Bill Fogle has submitted his application to be one of the alternates for the Historic Preservation Commission. They currently have two vacancies for alternates. He has been a longtime admirer and supporter of historic buildings and is a past member of the Historic Preservation Commission and is ready to step back in to serve in this role.

Move to approve William Fogle as an alternate for the Ellsworth Historic Preservation Commission, N Smith, seconded by J Stein, passed 6-0

S O'Halloran – there was a conversation that he initiated at the Finance Committee about the equity that the city did not return to Karst family on the sale of their property. It is something that he had asked the City Manager to revisit with the Council as part of the May agenda, after budget season is over, the reason being that we sold their property and kept the equity. There were some questions regarding whether we legally had to do it at the time but he believes that it is something that needs to be discussed.

T White – is on the Community Development Block Grant Committee and they have officially launched the façade improvement grant program, that is offering matching funds to help the downtown businesses and property owners revitalize their building exteriors. It is funded through CDBG which is a US Department of Housing and Urban Development program which provides a 3 to 1 match with grants up to \$25,000. Applications are open now and due on March 14th. People interested in the program can find more information on the City's website. Arbor Commission has welcomed Michael Otwirk as Ellsworth's first Tree Steward. He is funded through a grant from the Conservation Corp through November 2025.

8. Citizen's Comments.

John Linnehan – would like to apologize to a few councilors, because his remarks made at a couple previous meetings; we are going to disagree on policies, but he believes that it was taken personally and wasn't meant that way. He read something this week that talks about needing a clear view of where our city is headed. In it's clear view he believes that it talks about a difference between being a constitutional law city and an administrative function city. For him the difference is one is a limited government city and one that is controlled by a lot of excessive administration. He believes there is a trend nationally coming and rather than being a follower he would like to see the city be a leader. President Trump has a department of government efficiency (DOGE) which he believes is address some of the situations about too much administration and not enough freedoms. He could encourage us to be leaders and not followers and he knows that there are people who would volunteer to do what Elon Musk is doing here locally and that would make the city more efficient and would reduce taxes and administrative bureaucracy.

Cara Romano, Heart of Ellsworth – here tonight on behalf of PJ Keenan, the Director of the Ellsworth Chamber of Commerce to spread the word on program they are doing in partnership with the Ellsworth Public Library and the Bar Harbor Chamber of Commerce. On February 26th at the Library from 8:30-9:30am, there will be a Maine Paid Family and Medical Leave seminar

being lead by Rudman and Winchell. It is all about the new MPFL law and hopes that people will be able to attend and it is free to the public.

9. Councilor Comments.

T White – went on a tour with Charlie in January of some of the City’s essential departments, including the Highway Department, PD, Wastewater Treatment Plant and the Water Department. Got to see a glimpse into what the day to day operations are for each of those departments, it was incredible and eye-opening. She believes it is something that any citizen should be able to do because she learned so much and has a greater appreciation for City workers.

S O’Halloran – he thought it might be handy if he pointed out an email that he received from a company call OHI Maine. There is a facility beside John Edwards that housed a business called the Eagle’s Nest; they left that facility and relocated up beside the Police Department. They were disappointed by all the fees involved in moving their business. They sent an itemized list of the costs, not the upgrades to the building, just the fees they had to pay for the move. We need to lower the costs to attract business instead of creating these barriers.

UNFINISHED BUSINESS

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NEW BUSINESS

10. Council Order #022500 Ratification of the contract for the incoming Deputy City Manager. *Manager Pearce – this is a return of the Deputy City Manager position, and it is a pretty critical function for the organization and one that we spent a lot of due diligence to find the right person for. We received around 200 applications for the role and ended up hiring the first person that was interviewed. There were a lot of great candidates, and of the final five any would have been excellent, but Sara was interviewed first because she scored the best by the committee and really shined during each round of interviews. We really felt she was the right person from both her experience level and management style.*

Move for the Ellsworth City Council to ratify the appointment of Sara Devlin as the Deputy City Manager as an administrative employee reporting to the City Manager, in accordance with the City Charter and applicable personnel policies, effective immediately, P Lyons, seconded by N Smith, passed 5-1 (S O’Halloran opposed)

11. Council Order #022501 Public Hearing and action on the request of the Public Works Director to accept the bid for local roads paving.

Mike Harris, PWD – asking to have this item tabled because the bids received had discrepancies that need to be worked out with the contractors. He doesn’t feel comfortable presenting a bid package that the bids weren’t “apples to apples.” Some of it is his own learning curve because

this is the first time he put out local roads to bid, but through the process and the bids that were returned, he has learned so next year will be done with a different metric. He would like to make sure that when he comes to Council with a dollar figure of this magnitude and with the amount of projects that we are trying to accomplish, that we are accurate and accepting the best bid possible. They will meet with both contractors at the same time to go over what they were looking for and have them resubmit the bids and then will come back in March to present the bids for acceptance.

Move to table, P Lyons, seconded N Smith, passed 6-0

12. Council Order #022502 Public Hearing and action on the request of the Public Works Director to accept the proposal to perform a major service on the Wastewater Department Dewatering Centrifuge.

Mike Harris, PWD – during the last budget season as part of their Capital Improvement, it was requested that some funds were set aside for them to have a major service done on the Dewatering Centrifuge, it is a service done every three years. They have one centrifuge that approximately 6-million gallons go through a year and it is important to protect that investment and make sure that it is sustainable. The manufacturer comes back and tears the machine apart and goes through everything, and replaces whatever spare parts need to be replaced, and performs a functionality test on everything to make sure it is working properly. This doesn't get put out to bid because it is proprietary, GEA Westfalia services their own machines, there are no after market companies that service their machines because they are not able to get any parts necessary for repairs and it would void any warranty that GEA Westfalia has. There is an added note in the memo that the cost could go up if certain parts are needed and that is because the last time there was a major service they ended up having to pay an additional fee for some defective issues found within the machine. There could be a 1 to 2 day interruption in service only for hauled waste and there is a possibility that there would be no interruption because they will make sure that the storage tanks that they pump it into are lowered before the date of the service.

Move to approve the expenditure of \$29,300 from the Wastewater Department Capital Improvement account for GEA Westfalia to complete a major maintenance service on the Wastewater Department's Dewatering Centrifuge, T White, seconded by N Smith, passed 5-1 (S O'Halloran opposed)

13. Council Order #022503 Update from the City Manager on the Brae Drive private utilities line issue.

City Manager Pearce – this is a tough situation but will give some background for those listening or who might be in a similar situation with a private road tie into the public utilities and how that works. Last year he was contacted by some Brae Drive residents regarding a water leak on the road that required a repair. After consultation with the Public Works Director, Wastewater and Water Departments, City Planner, prior City Managers and Councilors, it was determined that Brae Drive is a private road as such the City is legally prohibited from using taxpayer funds to repair the infrastructure, including the water lines within private roadways. The Public Utilities Commission (PUC) has certified that we can't send our staff to do the repairs. He had two meetings with Brae Drive residents, one with just him and some residents to get some background on what they are facing and a second one with residents, the Public Works Director, Planner and other city staff to strategize on some action options. Upon review of some points that the residents made, including other work done by the Public Works Department, the potential for the leak to

worsen, and the fact that the residents do pay water and sewer bills, the residents believed that would cover the infrastructure repairs. With the uniqueness of the situation, the subdivision being in the center of town around other streets that were accepted as city roads, he found a lot of validity to their arguments. They were looked into extensively and without authorization from Council to just repair the water line under current budgetary authority, the leak is not up to an emergency level but if it was to become so the Water Department would go in and make the repairs and charge the residents for the cost of the repair. Unless the Council wanted him to move forward with looking into the cost of repair for the water line at its current state at a cost to the citizen taxpayers, if that was the route they wanted to go with, and he would bring the total back to the Council at a future meeting for approval. Another option that not all the Brae Drive residents are amenable to but has happened many times for private lines, is to become a public way. If all the residents or a subset of them agreed to pay the cost of bringing the road to City standards, the city could bond for and do a special assessment on those residents for a fixed amount of time.

Jack Frost – It was 1949 when the plan was developed, it is Book 6 Page 35 at the Hancock County Registry of Deeds. It is a full layout by Earle and Charles Holt of the development, which is across the street from the Ellsworth track. Brae drive was built out by Bobby Ray of Ray Builders and includes Wichita Way, which connects at the end of the road. When they bought their house, the realtor was clear that Ray Builders had experience with several developments in Ellsworth and Brae Drive would become a city street once the final homes were completed and sold, which didn't happen. Around October of 1998, Bobby Ray shared with Dean Paquette, who was an Ellsworth Music Teacher and one of the first homeowners on Brae Drive, that he was done plowing the road. Dean went around the homes on the road telling people that they needed to give \$100 because they needed to plow the road. Around the summer of 2000, he had been away for the weekend and came home to the city wrapping up a repair of a blockage in the sewer line on the road. They did not hesitate to come fix the sewer, and it is important to note that the sewer was not a problem, what was a problem that was admitted by Dean's wife, was that there were things being flushed down the toilet that should not have been. More recently, there was a water leak, we don't know how long it's been leaking but it was not discovered until the residents of 16 Brae Drive sold their home. He mentioned the issue of the plan being laid out in 1949 because the standards of road development then were not what they are today, and they know when Mr. Ray built out the road and homes that they were different as well. The key point for Mr. Frost in all of this is that Argonne Street and Holt Drive were built before Brae Drive, and were not built to code, however the city accepted those roads. A neighbor, Tom Kirby who lives on Holt Drive, told him that he was friendly with Bobby Ray and he had told him that when the decision was made not to accept the road that the concern was the dog leg at the end of the road that connects with Holt Drive was not built to code. There was a meeting somewhere around 1992 when the road was not accepted, the residents would like to see the minutes from that meeting to know why it wasn't accepted. They do know that Bobby had a reputation of not always being up to code, but the city allowed the water and sewer to be connected and allowed him to continue to build the homes, even though he had been told they needed to be to code, or it wouldn't be accepted. The residents understand that the issue of setting precedent is a major thing for the Council, however they also consider that the city has some level of responsibility for allowing Ray Builders to connect to the city sewer and water after not meeting code on the other roads and still accepting them. It was Ray Builders' intent to

build a better road, if you go walk down Brae Drive, Holt Drive and Argonne Street, it is his belief that they would agree that it is a better built road. The residents understand that this is a matter that could have been addressed many years ago and they appreciate our willingness to understand the history and to help consider the options. Holt Drive and Argonne Street were both recently (in the last decade or so) repaved and brought into a different standard and at that time they made them one way, further making the point that they were not built to code. Brae Drive is much wider and has held up very well.

Adam Gibson – he and his family moved onto Brae Drive around April of 2019, they have not been here very long by love the community. Their first Halloween here was incredible because of how popular it is for residents to go with their children. The road is also a very popular place for walkers and runners, and they are very close to the track so there is a lot of recreation done in the area, so they view themselves as a very integral part of the community. Thinking about how we got to this problem, well it has been a problem that has been going on for more than 40 years and it is not necessarily anyone's fault, but they are asking for a collaborative solution.

Al Goodrich – he and his wife have lived on Brae Drive for 10-12 years now. He agrees with everyone else that it is a wonderful place to live, but this is a little frustrating as a homeowner and taxpayer. It is very clear that the developer abandoned the project as it was getting to its final stages and now them as a Street of 12 to 14 houses are looking like they are going to have to foot the bill for something that was abandoned. They understood when they bought the property that it was a private road, but they were also told that they receive all of the same utilities that every other citizen pays for and deserves.

Lauren Gibson – there is a lot that has been said already, but the one thing she would like to point out is the age of the neighborhood and thinking about private roads now that have public utilities and encouraging those homes to form a homeowners association so they can cover things like this. The only thing they pay in for is plowing, they don't have an association, but the houses have been there for decades now and there's not a homeowner's association and it was not something that ever came up.

City Manager Pearce – he was really excited about the abandoned road idea but after looking more into the legal details, like that it has been used as a roadway consistently for a long time, it doesn't fall into that category because an abandoned road needs complete abandonment to qualify.

Mike Harris, Public Works Director – we don't know what material the pipe is made of that is in the ground, there is some thought that it could be a plastic pipe which is not supposed to be used. He went to look at where the leak is located, and there is a power pole right there and a big outcropping of ledge. So, he would not be able to give a cost analysis on how much it would cost to fix just a water leak because he doesn't know if it would involve stabilizing the power pole or how far the ledge goes or what the pipe is made of. If you go beyond fixing the water leak and talk about the city taking the road over and bringing it up to city standards, you would be talking about a price tag of around \$800,000 as his estimate. The road is 19 feet wide and city standards calls for it to be 26 feet wide, it would make two 11-foot-wide travel lanes and two-foot travel shoulders. It would also require us to acquire land along either side of the road to increase the road width. He would also abandon the current infrastructure that is there and bring in an 8-inch sewer line to run up one side of the road and a 6-inch water line to go up the other side, and whatever storm

water would be required to properly drain the road. We have many private roads in the city, and over the years we have evolved and created road standards because of these types of situations. It is his opinion that we should not have private roads because the only person that benefits is the developer. They want to have the private roads so that they don't have to build them to the standards and so they don't have to put in water and sewer lines if they are 200 ft away from the public tie in. We have an ordinance that requires a homeowner's association, but if the association isn't doing their job, who enforces that and what is in the ordinance to enforce it, he says there isn't anything. What do you do if you have an association but there are people on the road who don't want to contribute to it, these are things to show why private roads shouldn't be allowed.

Adam Gibson – if the public system was so bad why did the city originally allow Bobby to connect to the system, he thinks that it would have been inspected by the city before they agreed to the connection. The width of the road was brought up, but again Brae Drive is wider than the two other roads that were accepted by the city, so he believes that there is a precedent there for accepting roads that don't meet the standards. There was a repair of the storm water system that city employees were present at to inspect to see what the condition of that system was like and maybe use that as an indicator of what the water system was.

Jack Frost – he spoke with Fred Erhlenbach, who had a relationship with Ray Builders and was around when everything was happening, he told Fred that a contractor had given them a quote of \$5,000 and Fred thought that was too high and that they should contact another contractor. Adam's point is key that the city would have had to inspect the water and sewer line before it was connected. He would like to see a map of other private roads in the in-town area that have both water and sewer.

Adam Gibson – it keeps being said that it is a private road, but a private road for whom? They don't have a formalized homeowner's association and there is really no indication who has ownership over the road because it was never formalized, it was never designed as a private road, it was always assumed that it would be taken over by the city. That is why they were pursuing the abandoned road idea because who actually owns the road.

Mike Harris, PWD – the sewer repair that happened on Brae Drive was the cross country run that crosses from Brae Drive to Holt Drive. There was no digging involved, the line was plugged and they had it jetted to clear the line. Brae Drive is not a unique situation in the center of the city, Edgewood Drive, behind Crazy Sumo and Irving, is paved and has water and sewer and Summer Way, up by the hospital, is also private and has water and sewer. If a private road subdivision goes in and connects to the public utilities, his concern is where they connect to the sewer, where that connection is he has governance over. They have a similar situation on another road, also built by Bobby Ray that was not built to city standards and would not allow it to be built that way today. Their purview is not to go out and inspect private roads, it is that you come to me with a drawing showing what you are going to put in for a sewer and water line and where it is going to connect to the main. They tell them what they want and then it falls on the Code Enforcement Officer to go out and make sure that what was dictated to them gets done. Since he has been here, we have had to pay for inconsistencies and mistakes from our past and we are trying to keep those from happening again.

For clarification Councilors tried to summarize the points that were made, and the question came up whether the residents actually wanted the city to take over the road.

Jack Frost – there has been a lot of talk about taking over the road, but they have never really asked for that; they have made the point that Holt and Argonne were accepted by the city many years ago before Brae Drive was built out, knowing that they weren't built to code. What they would like is the leak fixed, it is a public water supply, it will get worse the longer it goes on and we all know that it won't get better on its own.

Al Goodrich – they have been all but assured that if the water starts shooting up out of the ground that Public Works will come and restore the system so it would work again and they could get water, to him the commonsense approach here would be to fix a small problem before it becomes a huge problem. He wishes that we could get a resolution that is common sense based before this turns into a huge issue that either the city has to pay for or the residents do.

Councilor Stein stated that we could do it legally and have Public Works fix it, but then that sets a precedent and/or maybe a slippery slope or we don't do it and it maybe explodes and then we have to fix it but would have to charge the residents for the fix.

Councilor Lyons agrees with Mr. Gibson that the road is a big part of the city, but it is a private road. The difference between a public and private road is that if something goes wrong with the well or septic that the homeowner is responsible for paying for it. He also lives on a private road that was built in the 90's by a developer and there was no association created. He has become the president of their association that doesn't exist, and collects dues every year through letters, knocking on doors and cooperation with his neighbors, and it isn't fun. He wishes that he lived on a public road, his road is also only dirt, so it gets bumpy, and they have to pay for all the repairs. He is very sympathetic to their situation but here it is in the city's best interest to apply the law as it is, it is the right thing, and we need to be consistent in how we apply the law. He can't speak for previous Councils but being a municipal attorney, he advises his municipal clients all the time to not pay for things on private roads or private property, it is not in your authority or purview.

Bobbie Lane – her sister lives at 16 Brae Drive where the leak is. If they pay for the repair of the leak, does the city have to oversee that the work is being done? PWD Harris responded that they do not need to oversee it, if they were connecting to the main, they would be there but this is the service on the private road so they would not have to be there.

Lauren Gibson – she respectfully disagrees with Councilor Lyon's situation compared to theirs. She stated that he is talking about his house, septic and well which are not the same situation they are in because they have a shared utility. The residents understand that they are responsible for the utility from the road to their homes but when the system fails in front of any of their homes, who's problem is that, that is the situation they are in.

Councilor O'Halloran – he has listened to a lot of comments tonight that have been interesting from every side of this equation. If nothing else, he believes that we need to learn an important lesson from the behavior that happened years ago. The city shouldn't take the revenue for the water and sewer if they are not going to have some responsibility for the lines in his opinion and if a development today were to be built and the road not adopted would the water and sewer lines get connected. PWD Harris stated that it is a state law that if you are within 200ft of a public water/sewer line that you are required to tie in. With that information, Councilor O'Halloran believes that since the city is accepting the revenue, we need to step up and fix this.

City Manager Pearce – this situation is tougher and might be the slipperiest of the slopes because when you pay for the water and sewer it isn't for the entire system, it is for the delivery and treatment of the water and taking the sewer away from house.

Lauren Gibson – what are they not paying for that others are, where they would go to the public road and fix their utility but not theirs?

PWD Harris – it isn't about what they are paying or not paying. What it is, is that every developer has the option when they do a project on whether or not they want to have a public road or a private road. It benefits developers to do a private road because it cuts costs for them, so if they don't come to the city and ask them to take over the road then the city bears no responsibility for what happens on the road. The developer sells the properties on the road to people who want to buy them and it's fairly clear when you purchase them that they are on a private road, and they have stated that they knew it was private. There has always been the distinction that we don't plow, fix or do any other things on a private road.

Jack Frost – he believes it is very easy to understand that Bobby Ray built a lot of roads here that became public roads. Brae Drive was built better than Holt Drive and Argonne Street and was built with the intent of it becoming a public road. The other roads that are private with sewer and water, he would expect, were never built with the intent of becoming a public road.

Councilor Smith – she has been listening thoughtfully and would like to share her opinion on this if we are going to bring it back again. She is extremely frustrated with the developer, as we are hearing, and if there are realtors telling people who are buying homes information that isn't correct, that is frustrating as well. She hears that they don't want the city to take over Brae Drive because they don't want to pay for the upgrades, but we have sewer and water that doesn't meet standards, so that is something that she is trying to sort through. She is also frustrated, though not sure with whom, that past courtesy by the city has developed expectations and here we sit with an expectation because they did helpful things in the past, which is not helpful now. A question to the residents of Brae Drive, and the answer isn't needed right now, but why don't they have a homeowners association and why isn't there a structure to cover different expenses because they all know that things are going to come up.

Jack Frost – people on the road aren't planners, they just bought their homes and didn't think about what if something happened and in 30 years there has been one issue, and the city came and fixed it. Most of them pay for the plowing and haven't felt the need to put bylaw structures in place, should they, yes, he does think they should.

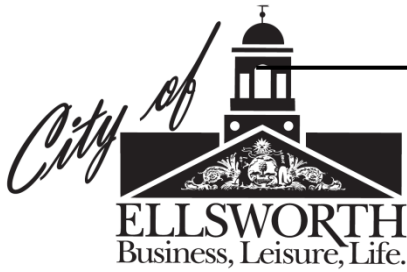
14. Executive session to discuss personnel matters in accordance with MRSA Title 1, Chapter 13, Section 405, Paragraph 6A.

Motion to enter, P Lyons, seconded by N Smith, passed 6-0

Motion to exit, P Lyons, seconded by N Smith, passed 6-0

15. Adjournment.

Move to adjourn, P Lyons, seconded by N Smith, passed 6-0



From the Desk of Mike Harris

1 City Hall Plaza ▪ Ellsworth, ME 04605
Phone (207) 667-7315 ▪ Fax (207) 667-9757
mharris@ellsworthmaine.gov



Boggy Brook Road

TO: Ellsworth City Council

DATE: 3/12/25

SUBJECT: Approval Request – Acceptance of Bid from Northeast Paving

Motion

Move to approve the acceptance of the bid from Northeast Paving in the amount of \$1,613,750 for the road resurfacing and paving project, with funding to be provided through the Bond Anticipation Note (B.A.N) approved by the council for this project.

Background

Upon assuming the role of Public Works Director in July 2024, one of my primary initiatives was to improve the process of paving local roads. It was evident that issuing paving bids in the fall was ineffective, as contractors were already committed to other projects. Additionally, a shift to utilizing the Bond Anticipation Note/Bond cycle for road funding, rather than the annual city budget, was determined to be a more sustainable approach.

A comprehensive list of roads requiring paving was developed in consultation with the Local Roads Committee. Following this, the city manager sought council approval for the B.A.N., which was granted in December 2024. Subsequently, a request for bids package was prepared in compliance with the city's procurement policy and issued in February 2025. Here is a link to the Procurement Policy for reference <https://www.ellsworthmaine.gov/wp-content/uploads/2019/08/procurement-policy.pdf>

During the initial bid review, discrepancies were identified, necessitating a rejection of bids and a clarification of specifications. A revised request for bids was advertised in March 2025, and the bid opening took place on March 11th in the council chambers. In attendance were the bidders, the city manager, deputy city manager, Councilor O'Halloran, and city staff.

Northeast Paving submitted the lowest bid with a base bid of \$1,598,750 and bid alternates totaling \$15,000, resulting in a total contract value of \$1,613,750. The only other bid received amounted to \$1,744,192.20, including bid alternates of \$12,790.

The contractor anticipates beginning work in mid-to-late April, contingent on weather conditions. The project scope includes the following local roads and harbor parking lots:

- **Foster St**
- **Elm Street**
- **Happytown**
- **Grant Street**
- **Western Ave/Holt/Argonne**
- **Hancock Street**
- **Red Bridge Rd**
- **Birch Ave**
- **Maddocks Ave**
- **Boggybrook Rd**
- **Bayview**
- **Industrial Rd**
- **Happytown/Winkimpaugh**
- **Gary Moore Road**
- **Harbor Park Existing Lot**
- **Harbor Park Gravel Lot**

Bid Alternates:

- 3' x 300' Oak St travel lane repair starting at Birch Ave heading south.
- 30' x 40' area (2" depth) behind the library for snow storage.
- 3' x 36' repair seam in front of J.T Rosborough on Main St.

Bid Selection Justification

Northeast Paving was selected due to its competitive pricing. Their bid of \$1,613,750 was evaluated against the only other submission, and both bids met specifications.

Financial Details

The project will be funded through the Bond Anticipation Note approved by the City Council. The approved budget covers all necessary labor, materials..

Approval of this bid ensures timely execution of the project, preventing further road deterioration and reducing long-term maintenance costs. It is recommended that the Council approve this expenditure and authorize the city manager to execute the necessary contract with Northeast Paving.

Vendor	Total of all Base	Total of all Bid Alternative	Total Bid Price		
Vaughn Thibodeau	\$1,731,402.20	\$12,790.00	\$1,744,192.20		
Northeast Paving	\$1,598,750.00	\$15,000.00	\$1,613,750.00		

True Copy Attest:


Ebony Kramp-Dowling
Deputy City Clerk



NORTHEAST PAVING
A division of Eurovia Atlantic Coast LLC.
32 Washington Junction Rd
Hancock, ME 04640
PO Box 1142, Ellsworth, ME 04605
T/ 207-667-9671 – F/ 207-945-8887

To: City of Ellsworth
Address: One City Hall Plaza
Ellsworth, ME 04605

Attn: Mike Harris
Email: mharris@ellsworthmaine.gov
Phone: (207) 667-2563

Project

Name: City of Ellsworth 2025 Local Road Paving

Project #:

Bid Date: 03/11/2025

Completion: 10/31/2025

of Addenda:

Revised: 03/11/2025

Item	Description	Quantity	Unit	Unit Price	Ext Price
Base Bid					
	FOSTER MILL & PAVE 1.5"	475.000	T	\$ 200.00	\$95,000.00
	ELM STREET MILL & PAVE 1.5"	184.000	T	\$ 200.00	\$36,800.00
	HAPPYTOWN ROAD SHIM & OVERLAY	906.000	T	\$ 125.00	\$113,250.00
	GRANT STREET UPPER - RECLAIM & 3.25"	1,377.000	T	\$ 130.00	\$179,010.00
	GRANT STREET LOWER - RECLAIM & PAVE 3.25"	680.000	T	\$ 145.00	\$98,600.00
	WESTERN AVE/HOLT/ARGON SHIM & OVERLAY	321.000	T	\$ 160.00	\$51,360.00
	HANCOCK STREET SHIM & OVERLAY	158.000	T	\$ 160.00	\$25,280.00
	RED BRIDGE ROAD SHIM AND OVERLAY SECTION 1&2	1,188.000	T	\$ 140.00	\$166,320.00
	BIRCH STREET - SHIM & OVERLAY	234.000	T	\$ 150.00	\$35,100.00
	MADDOCKS AVE SHIM & OVERLAY	338.000	T	\$ 140.00	\$47,320.00
	BOGGYBROOK ROAD RECLAIM & PAVE 3"	1,206.000	T	\$ 140.00	\$168,840.00
	BAYVIEW SHIM & OVERLAY	190.000	T	\$ 155.00	\$29,450.00
	INDUSTRIAL PAVE 3"	155.000	T	\$ 140.00	\$21,700.00
	HAPPYTOWN/WINKIMPAUGH - PAVE	1,490.000	T	\$ 123.00	\$183,270.00
	GARY MOORE ROAD (SECTION 1) RECLAIM AND PAVE 2"	397.000	T	\$ 150.00	\$59,550.00
	GARY MOORE ROAD (SECTION 2) SHIM 1/2" & OVERLAY 1"	275.000	T	\$ 140.00	\$38,500.00
	HARBOR PARK EXISTING LOT OVERLAY 2"	550.000	T	\$ 160.00	\$88,000.00
	HARBOR PARK GRAVEL LOT OVERLAY 2"	220.000	T	\$ 170.00	\$37,400.00
	HAND PAVING	180.000	T	\$ 300.00	\$54,000.00
	MOBILIZATION	1.000	LS	\$70,000.00	\$70,000.00
<i>Base Bid Total</i>					<i>\$1,598,750.00</i>
Alternate					
	BID ALTERNATES	1.000	LS	\$15,000.00	\$15,000.00
<i>Bid Alternate Total</i>					<i>\$15,000.00</i>
GRAND TOTAL:					\$1,613,750.00

If private mix is used in lieu of MDOT mix a \$3/ton discount would be applied (approximately \$34,500 total).

If the City chooses to do their own grading, a discount of \$30,000 will apply.

1. Foster Street: Mill and pave 1.5" of 12.5 mm. 2157' x 24 High Street to Water St
2. Elm Surface Elm St: 22' x 910' mill 1.5" and Surface @12.5 mm From High Street to Hancock Street
3. Happytown Road: Shim Happytown 23 x 4300 and surface at 1". 150 feet before mailbox 498 heading North
4. Grant Street (Upper): Approximate 21'x 3300' reclaim, grade, pave 2" 12.5mm binder and 1.25" of 12.5mm surface. Starting at Christian Ridge and heading Southeast
5. Grant Street (Lower): Approximate 20'x 1700' reclaim, grade, pave 2" 12.5mm binder and 1.25" of 12.5mm surface. Starting at Main street heading Northwest
6. Western Ave/Holt/Argon: Shim: 16' X 2200' x 1/2". Surface: 16' X 2200' x 1" Full Length each rd
7. Hancock Street: Shim Hancock Street: 19' X 900' @ 1/2". Surface Hancock Street: 19' X 900' @ 1". From Pine St to Deane St
8. Red Bridge Road (Two sections): Reclaim Red Bridge Section 1: 22' X 2700' x 2" . Surface Red Bridge Section 1: 22' X 2700' x 2". Starting at Rte 1 A and heading South. Shim Red Bridge Section 2: 21' X 2400' x 1/2"; Surface Red Bridge Section 2: 21' X 2400' x 1". Starting at 240 Red Bridge Rd first drive way coming from Ellsworth heading North.
9. Birch Street: Shim Birch Street: 23' X 1100', 78 x 1/2". Surface Birch Street: 23' X 1100' x 1". Between Oak St and School St.
10. Maddocks Avenue: Shim Maddocks Street: 21'X1500' x 3/4". Surface Maddocks Street: 21'X1500' x 1". Between Main St and Union St
11. Boggybrook Road: Reclaim and pave 3". 23' X 2850' 2 lifts of 12.5MM. From Route 180 to heading north to end of pavement.
12. Bayview: Shim 19' X 1075' x 1/2". 19' X 1075' x 1" 9.5 mm. Between Union and Park St
13. Industrial Ave: Pave 3". 24' X 350' 2 Lifts of 12.5MM. Starting at transfer station headed North.
14. Happytown/Winkimpaugh: From end of pavement to Winkumpaugh 4 corners approximately 22' x3200'. City to grade existing gravel. Pave 2" of 12.5mm base and 1.25" of 12.5mm surface. The 1.25" surface lift only will continue up Winkumpaugh Road from end of pavement toward 1A 500 ft.
15. Gary Moore Road (Two sections): Reclaim and pave 24' x 900' 2" of 12.5MM and 1" of 9.5mm. Shim 24' x 1250' x 1/2" and surface 9.5 mm @ 1". From mailbox 210 to mailbox 267
16. Harbor Parking Lot (Two sections): Pave 2" 12.5MM over existing paved area including entrance Pave 2" over gravel parking area
17. All structures will be lowered by the City prior to reclaim operations when needed.
18. Flagging and MOT provided by NEP.
19. Initial spring cleaning of winter sand, leaves, and debris to be done by the City.
20. Terms & Conditions: Payment due net 30 days from date of invoice with approved credit; COD for all others.
21. This is a unit price quote, all units placed/performed will be billed.
22. This quote is based upon a mutually agreeable schedule. Excessive delays could incur additional costs.
23. This quote is valid for 30 days but may be accepted at any later date at the sole discretion of Northeast Paving.
24. A standard MDOT asphalt escalator will apply. The price of liquid asphalt at the time of this quote was \$577.50/ton.
25. Quote excludes striping.



Excavation • Utility Work • Site Prep

924 Odlin Road
Bangor, ME 04401
207-974-2011
Fax 207-974-2009

PROJECT: CITY OF ELLSWORTH HMA PAVEMENT BID 3/11/2025 BASE BID

Area Description	Units	Approx Quantity	Unit Price	Approx Totals	Approx Project Total
1 FOSTER STREET (2157' LONG X 24' WIDE) (RT1 TO WATER STREET)					\$ 100,005.40
<i>MILL & SURFACE PAVEMENT</i>					
Mill Existing Pavement 1 1/2"	SY	5861	\$ 5.00	\$ 29,305.00	
1 1/2" of HMA overlay surface pavement (12.5mm)	TON	492	\$ 143.70	\$ 70,700.40	
2 ELM STREET (910' LONG X 22' WIDE) (RT 1 TO HANCOCK ST)					\$ 40,242.60
<i>MILL & SURFACE PAVEMENT</i>					
Mill Existing Pavement 1 1/2"	SY	2358	\$ 5.00	\$ 11,790.00	
1 1/2" of HMA overlay surface pavement (12.5mm)	TON	198	\$ 143.70	\$ 28,452.60	
3 HAPPYTOWN RD (4300' LONG X 23' WIDE) (150' BEFORE HSE 498)					\$ 132,491.40
<i>SHIM & SURFACE PAVEMENT</i>					
1/2" of Shim HMA pavement (9.5mm)	TON	307	\$ 143.70	\$ 44,115.90	
1" of HMA overlay surface pavement (9.5mm)	TON	615	\$ 143.70	\$ 88,375.50	
4 GRANT ST UPPER SECTION (3300' LONG X 21' WIDE)(C RDG RD TO G RAIL)					\$ 241,898.10
<i>RECLAIM, BASE & SURFACE PAVEMENT</i>					
Reclaim, Compact & Finegrade (Leave Excess for Shoulders By City)	SY	7770	\$ 5.00	\$ 38,850.00	
2" of HMA binder pavement (12.5mm)	TON	870	\$ 143.70	\$ 125,019.00	
1 1/4" of HMA surface pavement (9.5mm)	TON	543	\$ 143.70	\$ 78,029.10	
5 GRANT ST LOWER SECTION (1700' LONG X 20' WIDE) (WEST MAIN ST TO NE)					\$ 117,606.90
<i>RECLAIM, BASE & SURFACE PAVEMENT</i>					
Reclaim, Compact & Finegrade (Leave Excess for Shoulders By City)	SY	3777	\$ 5.00	\$ 18,885.00	
2" of HMA binder pavement (12.5mm)	TON	423	\$ 143.70	\$ 60,785.10	
1 1/4" of HMA surface pavement (9.5mm)	TON	264	\$ 143.70	\$ 37,936.80	
6 WESTERN AVE, HOLT, ARGON (2200' LONG X 16' WIDE) (1A TO FOREST AVE)					\$ 48,426.90
<i>SHIM & SURFACE PAVEMENT</i>					
1/2" of Shim HMA pavement (9.5mm)	TON	112	\$ 143.70	\$ 16,094.40	
1" of HMA overlay surface pavement (9.5mm)	TON	225	\$ 143.70	\$ 32,332.50	
7 HANCOCK STREET (900' LONG X 19' WIDE) (DEANE ST TO PINE STREET)					\$ 22,848.30
<i>SHIM & SURFACE PAVEMENT</i>					
1/2" of Shim HMA pavement (9.5mm)	TON	53	\$ 143.70	\$ 7,616.10	
1" of HMA overlay surface pavement (9.5mm)	TON	106	\$ 143.70	\$ 15,232.20	
8 RED BRIDGE ROAD SECTION 1 (2700' LONG X 22' WIDE) (1A TOWARDS SOUTH)					\$ 139,338.00
<i>RECLAIM, BASE PAVEMENT</i>					
Reclaim, Compact & Finegrade (Leave Excess for Shoulders By City)	SY	6600	\$ 5.00	\$ 33,000.00	
2" of HMA binder/surface pavement (12.5mm)	TON	740	\$ 143.70	\$ 106,338.00	

Area Description	Units	Approx Quantity	Unit Price	Approx Totals	Approx Project Total
9 RED BRIDGE ROAD SECTION 2 (2400' LONG X 21' WIDE) (BOX 240 START)					\$ 67,395.30
<i>SHIM & SURFACE PAVEMENT</i>					
1/2" of Shim HMA pavement (9.5mm)	TON	156	\$ 143.70	\$ 22,417.20	
1" of HMA overlay surface pavement (9.5mm)	TON	313	\$ 143.70	\$ 44,978.10	
Area Description	Units	Approx Quantity	Unit Price	Approx Totals	Approx Project Total
10 BIRCH AVE (1100' LONG X 23' WIDE) (OAK TO SCHOOL ST)					\$ 34,631.70
<i>SHIM & SURFACE PAVEMENT</i>					
1/2" of Shim HMA pavement (9.5mm)	TON	80	\$ 143.70	\$ 11,496.00	
1" of HMA overlay surface pavement (9.5mm)	TON	161	\$ 143.70	\$ 23,135.70	
Area Description	Units	Approx Quantity	Unit Price	Approx Totals	Approx Project Total
11 MADDOCKS AVE (1500' LONG X 21' WIDE) (MAIN ST TO UNION ST)					\$ 49,289.10
<i>SHIM & SURFACE PAVEMENT</i>					
3/4" of Shim HMA pavement (9.5mm)	TON	147	\$ 143.70	\$ 21,123.90	
1" of HMA overlay surface pavement (9.5mm)	TON	196	\$ 143.70	\$ 28,165.20	
Area Description	Units	Approx Quantity	Unit Price	Approx Totals	Approx Project Total
12 BOGGY BROOK RD (2850' LONG X 23' WIDE) (180 TO END OF PAVEMENT)					\$ 212,016.40
<i>RECLAIM, BASE & SURFACE PAVEMENT</i>					
Reclaim, Compact & Finegrade (Leave Excess for Shoulders By City)	SY	7283	\$ 5.00	\$ 36,415.00	
1 1/2" of HMA binder pavement (12.5mm)	TON	611	\$ 143.70	\$ 87,800.70	
1 1/2" of HMA surface pavement (12.5mm)	TON	611	\$ 143.70	\$ 87,800.70	
Area Description	Units	Approx Quantity	Unit Price	Approx Totals	Approx Project Total
13 BAYVIEW AVE (1075' LONG X 19' WIDE) (UNION ST TO PARK ST)					\$ 27,303.00
<i>SHIM & SURFACE PAVEMENT</i>					
1/2" of Shim HMA pavement (9.5mm)	TON	63	\$ 143.70	\$ 9,053.10	
1" of HMA overlay surface pavement (9.5mm)	TON	127	\$ 143.70	\$ 18,249.90	
Area Description	Units	Approx Quantity	Unit Price	Approx Totals	Approx Project Total
14 INDUSTRIAL RD (350' LONG X 24' WIDE) (TRANSFER STATION TO NORTH)					\$ 29,889.60
<i>BASE & SURFACE PAVEMENT (FINEGRADE BY CITY)</i>					
2" of HMA binder pavement (12.5mm)	TON	104	\$ 143.70	\$ 14,944.80	
2" of HMA surface pavement (12.5mm)	TON	104	\$ 143.70	\$ 14,944.80	
Area Description	Units	Approx Quantity	Unit Price	Approx Totals	Approx Project Total
15 HAPPYTOWN RD (3200' LONG X 22' WIDE) (END OF EXIST PVMNT TO WINK RD)					\$ 204,485.10
<i>BASE & SURFACE PAVEMENT (FINEGRADE BY CITY)</i>					
2" of HMA binder pavement (12.5mm)	TON	876	\$ 143.70	\$ 125,881.20	
1 1/4" of HMA surface pavement (9.5mm)	TON	547	\$ 143.70	\$ 78,603.90	
Area Description	Units	Approx Quantity	Unit Price	Approx Totals	Approx Project Total
16 GARY MOORE RD SECTION 1 (900' LONG X 24) (HSE 267 TO HSE 330)					\$ 70,054.80
<i>RECLAIM, BASE & SURFACE PAVEMENT</i>					
Reclaim, Compact & Finegrade (Leave Excess for Shoulders By City)	SY	2400	\$ 5.00	\$ 12,000.00	
2" of HMA binder pavement (12.5mm)	TON	270	\$ 143.70	\$ 38,799.00	
1 1/4" of HMA surface pavement (9.5mm)	TON	134	\$ 143.70	\$ 19,255.80	
Area Description	Units	Approx Quantity	Unit Price	Approx Totals	Approx Project Total
17 GARY MOORE RD SECTION 2 (1250' LONG X 24' WIDE) (HSE 210 TO HSE 267)					\$ 40,092.30
<i>SHIM & SURFACE PAVEMENT</i>					
1/2" of Shim HMA pavement (9.5mm)	TON	93	\$ 143.70	\$ 13,364.10	
1" of HMA overlay surface pavement (9.5mm)	TON	186	\$ 143.70	\$ 26,728.20	
	Approx			Approx	Approx Project Total

Area Description	Units	Quantity	Unit Price	Totals
18 HARBOR PARKING LOT (EXIST PAVED AREA FROM WATER ST)				\$ 62,365.80
<i>SURFACE PAVEMENT</i>				
2" of HMA overlay surface pavement (12.5mm)	TON	434	\$ 143.70	\$ 62,365.80

Area Description	Units	Approx Quantity	Unit Price	Approx Totals	Approx Project Total
19 HARBOR PARKING LOT (EXIST GRAVEL AREA)					\$ 28,021.50
<i>BASE PAVEMENT (FINEGRADE BY CITY)</i>					
2" of HMA binder/surface pavement (12.5mm)	TON	195	\$ 143.70	\$ 28,021.50	

Item Description	Units	Approx Quantity	Unit Price	Approx Totals	Approx Project Total
20 HAND PLACED DRIVEWAY APRON PAVEMENT					\$ 63,000.00
HMA binder/surface driveway pavement (9.5mm)	TON	180	\$ 350.00	\$ 63,000.00	

APPROX BASE BID TOTAL \$ 1,731,402.20

Please note all work will be billed by the actual units of work performed. Traffic control, sweeping and tack coat is included. Also note that any permits, fees or pavement marking is not included in the above pricing.

Submitted By: 
 Print: BENT HERSHMAN

Date: 3/11/25

Accepted By: _____

Date: _____

Please Print: _____

PROJECT: CITY OF ELLSWORTH HMA PAVEMENT BID 3/11/2025 ADD ALT BID ITEMS

Area Description	Units	Approx Quantity	Unit Price	Approx Totals	Approx Project Total
ALT OAK STREET (300' LONG X 3' WIDE) (BIRCH AVE SOUTH)					\$ 6,500.00
<i>MILL & SURFACE PAVEMENT</i>					
Mill Existing Pavement 1 1/2"	SY	100	\$ 20.00	\$ 2,000.00	
1 1/2" of HMA overlay surface pavement patch (12.5mm)	TON	9	\$ 500.00	\$ 4,500.00	

Area Description	Units	Approx Quantity	Unit Price	Approx Totals	Approx Project Total
ALT LIBRARY SNOW STORAGE AREA(30' X 40')					\$ 5,250.00
<i>BASE PAVEMENT (FINEGRADE BY CITY)</i>					
2" of HMA binder/surface pavement (12.5mm)	TON	15	\$ 350.00	\$ 5,250.00	

Area Description	Units	Approx Quantity	Unit Price	Approx Totals	Approx Project Total
ALT MAIN STREET SEAM REPAIR (36' LONG X 3' WIDE)(FRONT OF JT ROSBOROUGH)					\$ 1,040.00
<i>MILL & SURFACE PAVEMENT</i>					
Mill Existing Pavement 1 1/2"	SY	12	\$ 20.00	\$ 240.00	
1 1/2" of HMA overlay surface pavement patch (12.5mm)	TON	1	\$ 800.00	\$ 800.00	

APPROX ALT BID TOTAL \$ 12,790.00



ASPHALT MIX DESIGN

BASE JMN: VDT-PR24-12F

Mix Grading			Submittal	Submitted By		
HMA MIX-12.5MM (FINE-GRADED)			2/29/2024	BUB SAUNDERS		
Plant	Plant No.	Make		Size	Type	
VAUGHN D THIBODEAU II - PROSPECT	1	MCCARTER		5 TON	BATCH	

Approved MaineDOT Job Mix No.'s	Binder	1st Item No.	2nd Item No.	3rd Item No.	4th Item No.	5th Item No.
VDT-PR24-12F-64	PG64-28	403.208	403.213			
MIX TYPE: F = fine-graded; C = coarse-graded; L = hydrated lime; M = fine micro-deval; R = contains RAP; T = thin lift mix; S = special areas mix; B = asphalt-rich base; UTB = ultra-thin bonded wearing course						
ADDITIVE TYPE: ARGG = asphalt rubber gap-graded; AS = anti-strip; ASW = anti-strip & warm-mix; W = warm-mix						

Binder	Binder Supplier	Start Date
PG64-28	IRVING OIL CORPORATION - SEARSPORT	4/11/2024

Current Superpave Design Data										
Gyrations	ESAL's	NMAS	Gmm	Gsb	% Binder	New % Binder	Fbe Ratio	Gse	Gmb, weight, g	Verif. Ref No
65	3 to <10	12.5mm	2.445	2.646	6.1	6.1	0.9	2.683	4750	367789

Current Gradation Aims (Percentages Passing Sieve Sizes)												
	1 in. 25.0 mm	¾ in. 19.0 mm	½ in. 12.5 mm	¼ in. 9.5 mm	1/4 in. 6.3 mm	No. 4 4.75 mm	No. 8 2.36 mm	No. 16 1.18 mm	No. 30 0.600 mm	No. 50 0.300 mm	No. 100 0.150 mm	No. 200 0.075 mm
Aim		100	99	89		60	42	27	17	11	8	5
Lower		100	92	82		53	38	23	14	9	6	3.0
Upper		100	100	90		67	46	31	20	13	10	6.0
Spec.		100	90 - 100	- 90			28 - 58					2.0 - 6.0

Aggregate Data					Source Replaced
Ref. No.	%	Size	Original Source/Owner		
21AQ075	15	12.5MM GRAVEL	STOCKTON SPRINGS PIT (SOREY ROAD) - STOCKTON SPRINGS - VAUGHN D THIBODEAU II		
21AQ077	20	9.5MM GRAVEL	STOCKTON SPRINGS PIT (SOREY ROAD) - STOCKTON SPRINGS - VAUGHN D THIBODEAU II		
24AQ009	35	SCREEN SAND	STOCKTON S & G PIT - STOCKTON SPRINGS - PMD INC		
21AQ078	30	CRUSHER DUST	STOCKTON SPRINGS PIT (SOREY ROAD) - STOCKTON SPRINGS - VAUGHN D THIBODEAU II		

Comments
Approved design with passing verification sample.



Base JMN	Furnace Ref No	Specification Date
VDT-PR24-12F	24011	01/06/21

Design Criteria														
Start Date	End Date	Specification Date	Resubmittal Date	Change Type	Verification Ref No	Total AC Aim, %	Virgin AC Aim, %	Fbe Ratio	Gmm	State Gsb	Contr. Gsb	State Gse	State FAA	State FMD
4/11/2024		01/06/21		Initial Design	367789	6.1	6.1	0.9	2.445	2.646	2.641	2.683	48	15.9

Gradation Aims (Percentages Passing Sieve Sizes)												
Start Date	1 in. 25.0 mm	¾ in. 19.0 mm	½ in. 12.5 mm	¾ in. 9.5 mm	1/4 in. 6.3 mm	No. 4 4.75 mm	No. 8 2.36 mm	No. 16 1.18 mm	No. 30 0.600 mm	No. 50 0.300 mm	No. 100 0.150 mm	No. 200 0.075 mm
4/11/2024		100	99	89		60	42	27	17	11	8	5

HMA Consensus Testing Results													
Start Date	Ref. No.	CAA, % 1F / 2F	FAA	Flat & Elong., %	Sand Equiv.	Coarse MD, %	Fine MD, %	LA Wear	Coarse Sp. Gr.	Coarse Abs., %	Fine Sp. Gr.	Fine Abs., %	Wash. Degrad.
4/11/2024	21AQ075	95 / 93		0		10.0			2.670	0.7			
4/11/2024	21AQ077	99 / 98				10.2			2.663	0.8			
4/11/2024	24AQ009	/	45		91	15.8	15.2		2.555	1.8	2.601	1.5	
4/11/2024	21AQ078	/	51		72		17.8				2.688	0.4	



ASPHALT MIX DESIGN

BASE JMN: VDT-PR24-95FT

Mix Grading			Submittal		Submitted By	
HMA MIX-9.5MM (FINE-GRADED)			4/17/2024		BUB SAUNDERS	
Plant		Plant No.	Make		Size	Type
VAUGHN D THIBODEAU II - PROSPECT		1	MCCARTER		5 TON	BATCH

Approved MaineDOT Job Mix No.'s		Binder	1st Item No.	2nd Item No.	3rd Item No.	4th Item No.	5th Item No.
VDT-PR24-95FT-64		PG64-28	403.210	403.2104	403.211	461.210	403.209
MIX TYPE: F = fine-graded; C = coarse-graded; L = hydrated lime; M = fine micro-deval; R = contains RAP; T = thin lift mix; S = special areas mix; B = asphalt-rich base; UTB = ultra-thin bonded wearing course							
ADDITIVE TYPE: ARGG = asphalt rubber gap-graded; AS = anti-strip; ASW = anti-strip & warm-mix; W = warm-mix							

Binder	Binder Supplier	Start Date
PG64-28	IRVING OIL CORPORATION - SEARSPORT	4/17/2024

Current Superpave Design Data										
Gyrations	ESAL's	NMAS	Gmm	Gsb	% Binder	New % Binder	Fbe Ratio	Gse	Gmb, weight, g	Verif. Ref No
65	3 to <10	9.5mm	2.420	2.635	6.4	6.4	1.0	2.665	4750	367791

Current Gradation Aims (Percentages Passing Sieve Sizes)												
	1 in. 25.0 mm	¾ in. 19.0 mm	½ in. 12.5 mm	¾ in. 9.5 mm	1/4 in. 6.3 mm	No. 4 4.75 mm	No. 8 2.36 mm	No. 16 1.18 mm	No. 30 0.600 mm	No. 50 0.300 mm	No. 100 0.150 mm	No. 200 0.075 mm
Aim			100	98		74	52	33	20	13	9	5.8
Lower			100	95		67	48	29	17	11	7	3.8
Upper			100	100		81	56	37	23	15	11	7.0
Spec.			100	95 - 100		60 - 95	47 - 65					2.0-7.0

Aggregate Data					Source Replaced
Ref. No.	%	Size	Original Source/Owner		
21AQ077	15	9.5MM GRAVEL	STOCKTON SPRINGS PIT (SOREY ROAD) - STOCKTON SPRINGS - VAUGHN D THIBODEAU II		
24AQ009	50	SCREEN SAND	STOCKTON S & G PIT - STOCKTON SPRINGS - PMD INC		
21AQ078	35	CRUSHER DUST	STOCKTON SPRINGS PIT (SOREY ROAD) - STOCKTON SPRINGS - VAUGHN D THIBODEAU II		

Comments
Approved design with passing verification sample.



Base JMN	Furnace Ref No	Specification Date
VDT-PR24-95FT	24013	01/06/21

Design Criteria														
Start Date	End Date	Specification Date	Resubmittal Date	Change Type	Verification Ref No	Total AC Aim, %	Virgin AC Aim, %	Fbe Ratio	Gmm	State Gsb	Contr. Gsb	State Gse	State FAA	State FMD
4/17/2024		01/06/21		Initial Design	367791	6.4	6.4	1.0	2.420	2.635	2.631	2.665	47	16.3

Gradation Aims (Percentages Passing Sieve Sizes)												
Start Date	1 in. 25.0 mm	¾ in. 19.0 mm	½ in. 12.5 mm	¾ in. 9.5 mm	1/4 in. 6.3 mm	No. 4 4.75 mm	No. 8 2.36 mm	No. 16 1.18 mm	No. 30 0.600 mm	No. 50 0.300 mm	No. 100 0.150 mm	No. 200 0.075 mm
4/17/2024			100	98		74	52	33	20	13	9	5.8

HMA Consensus Testing Results													
Start Date	Ref. No.	CAA, % 1F / 2F	FAA	Flat & Elong., %	Sand Equiv.	Coarse MD, %	Fine MD, %	LA Wear	Coarse Sp. Gr.	Coarse Abs., %	Fine Sp. Gr.	Fine Abs., %	Wash. Degrad.
4/11/2024	21AQ077	99 / 98				10.2			2.663	0.8			
4/11/2024	24AQ009	/	45		91	15.8	15.2		2.555	1.8	2.601	1.5	
4/11/2024	21AQ078	/	51		72		17.8				2.688	0.4	

MEMORANDUM

To: City Council

From: Robert Grant, Code Enforcement Officer

CC: City Manager Pearce, Deputy City Manager Sara Devlin

Date: February 27, 2025

RE: February Special Council meeting for potential action on a new Odor Ordinance for new and existing commercial and industrial uses within the City.

Recommendation/ Suggested Motion:

Motion to adopt Chapter 66: Odor Ordinance for New and Existing Commercial and Industrial Uses.

CITY COUNCIL OF ELLSWORTH

WHEREAS, *the City of Ellsworth recognizes the importance of maintaining a clean and healthy environment for its residents, businesses, and visitors; and*

WHEREAS, *excessive and persistent odors can negatively impact public health, quality of life, and economic development within the community; and*

WHEREAS, *it is in the best interest of the City to establish reasonable regulations to prevent and mitigate nuisance odors from industrial, commercial, agricultural, and residential sources while balancing the rights and interests of property owners and businesses; and*

WHEREAS, *the City Council has reviewed the proposed amended Odor Ordinance, which establishes clear definitions, thresholds, enforcement mechanisms, and penalties for violations;*

NOW, THEREFORE, BE IT RESOLVED *that the City Council of Ellsworth hereby adopts **Chapter 66: Odor Ordinance for New and Existing Commercial and Industrial Uses** as presented, effective immediately upon passage and in accordance with applicable laws; and*

BE IT FURTHER RESOLVED *that the City Manager and relevant departments shall take the necessary steps to implement and enforce this ordinance, including public outreach and education as appropriate.*

Background

On March 18, 2024 the City Council voted 6-1 to approve the Consent Agreement between the City and Maine Organics. The consensus among staff and Council since that time has been that the Consent Agreement is not working as intended. A new odor ordinance is needed to ensure that persistent nuisance odors anywhere in the City can be handled swiftly. On January 9, 2025 the City Manager and the Code Enforcement Officer led a Council workshop to determine a solution to the problem of the Consent Agreement and the City's odor ordinance in general. The Council instructed the City Manager and Code Enforcement Officer to have a new Odor Ordinance drafted that would limit the ability of new and existing commercial and industrial uses within the City from emitting

noxious or harmful odors beyond their lot lines using Sanford, Maine's Odor Ordinance as a guideline.

Differences Between Sanford's Ordinance and Our New Proposed Ordinance

During the January 9 workshop, we presented the Sanford, Maine ordinance as an example of something the City could use as a basis of a new odor ordinance. We sought to simplify the enforcement actions compared to Sanford for our new ordinance. The main differences between the two ordinances are as follows:

- In part 3 (C) of the Sanford's ordinance, the CEO and four citizens appointed by Sanford's mayor are supposed to meet at the site of the odor complaint to determine if there is an offensive odor. The new odor ordinance we propose would not have the panel be necessary and the discretion of determining nuisance level odor would be solely with the Code Enforcement Officer. The Code Officer will present a detailed report to the Council should any enforcement action be needed.
- The Sanford Ordinance dictates that the smell must last for days at a time for there to be enforcement action taken, the proposed ordinance for Ellsworth would only require a sustained 15-minute odor to begin enforcement action.
- Sanford's ordinance has a 10-day period to fix nuisance odors, which stretches out into a 90-day period after which the City Manager can recommend that the business lose their business license. That is not present in the proposed odor ordinance. The proposed ordinance would have the Code Office issue a Notice of Violation. It is up to the discretion of the Code Enforcement Officer at this point to determine whether or not to fire Enforcement action under M.R.Civ.P. 80k with the Court.

Update on N-Butanol Odor Test Kits:

On February 6, 2025 The Code Enforcement Office was finally able to obtain the n-butanol odor tests kits required by the Maine Organics Consent Agreement. CEO Robert Grant, Deputy CEO Bobbi Robert, Code Office Administrative Assistant Amber Wiesing, Highway Foreman Brian Moon, Facilities Manager Jim McLean, Fire Inspector Thomas Canavan, Deputy Clerk Kaitlyn Miller, as well as David Soper and Brian Clement were all certified to use the test kits. I had so many people certified so that no matter what, the City should be able to respond to a nuisance odor effectively and quickly. So far I have used to kits twice at Maine Organics for complaints and neither of them were severe enough to be a violation the Consent Agreement.

CURRENT ORDINANCE PERTAINING TO ODOR:

Chapter 56, Article 8: Performance Standards,

801.3 Dust, Fumes, Vapors, Gases, Odors, Glare, and Explosive Materials. A. Emission of dust, dirt, fly ash, fumes, vapors or gases, which could damage human health, animals, vegetation or property or which could soil or stain person or property, at any point beyond the lot line of the commercial or industrial establishment creating that emission, shall be prohibited. B. No land use or establishment shall be permitted to produce offensive or harmful odors perceptible beyond their lot lines, measured either at ground or habitable elevation.

CHAPTER 66

ODOR ORDINANCE FOR NEW AND EXISITING COMMERCIAL AND INDUSTRIAL USES

CITY OF ELLSWORTH, MAINE

Section 1 - Authorization.

This article is adopted pursuant to 30-A M.R.S.A. § 3001 and the City's Home Rule authority as provided for in Article VII-A of the Maine Constitution and Title 30-A M.R.S.A. §§ 2101 through 2109.

Section 2 – Purpose.

The purpose of this Ordinance is to assure the comfort, convenience, safety, health and welfare of the people of the City of Ellsworth, to protect the environment, to promote the development of an economically sound and stable community, and to provide for the prevention, control, and abatement of odors that may create a public nuisance.

The City finds that because most odorous pollutants have a complex chemical composition and may elicit a broad spectrum of responses by the receptors, special methods must be employed in their measurement and characterization. Although analytical data are more precise and may be useful in identifying a source, it is the human response or the sensory data that is most critical in determining the necessary degree of odor control. Analytical data may be used to specify permissible emission levels from a source, but sensory data must be employed to assess the impact in the surrounding community. The latter is the City's primary concern.

Section 3 - Administration and Enforcement.

This ordinance is enforced by the City of Ellsworth Code Enforcement Officer.

Section 4 – Application.

This ordinance applies to all new and existing commercial and industrial land uses and activities in the City of Ellsworth, regardless of whether a use has been issued a land use permit, license, or other agreement.

Section 5 – Prohibited Odors.

No commercial or industrial land, building, or activity may:

- A. release noxious or offensive odors that are injurious or dangerous to health, or
- B. release offensive odors that unreasonably interfere with the use and enjoyment of others' properties for an unreasonable period of time.

Section 6 – Odor Observations.

Odor observations shall be undertaken in a location at or beyond the property line of the source of the odor, at or near places where people live or work. The Code Enforcement Officer shall have the discretion to determine the appropriate location.

Odors lasting for less than 15 minutes in a 24-hour period will generally not be considered unreasonable unless, in the Code Enforcement Officer's opinion, there are extenuating circumstances. (such as repeated short term odorous violations over and extended period of time)

Section 7 – Enforcement.

In the event that the Code Enforcement Officer receives a complaint or otherwise becomes aware of a violation of Section 5, the following process shall be used:

- A. The Code Enforcement Officer shall investigate the source of the odor to assess the situation and discuss odor compliance with the land owner and/or operator. This discussion is intended to be an informal attempt to resolve the issue and may include asking the owner/operator what is being done to mitigate odors, providing information and suggesting means to address odors, such as an odor management plan.
- B. If informal efforts to address a violation of Section 5 are unsuccessful and the Code Enforcement Officer detects an unreasonable level of offensive odor beyond the property lines, the Code Enforcement Officer shall issue to the owner and/or operator a written Notice of Violation with a time frame for compliance. The Code Enforcement Officer may extend the compliance deadline if the Code Enforcement Officer finds that the owner/operators are, in the

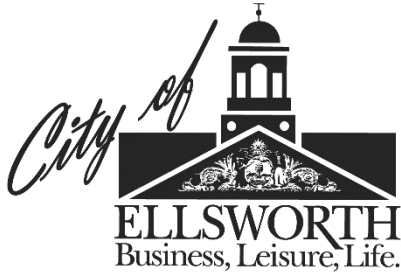
Code Enforcement Officer's sole discretion, actively working to resolve the issue. Code Enforcement will notify the City Manager and the City Council via email if any such action is necessary.

- B. If the owner/operator does not comply with the Notice of Violation and the Code Enforcement Officer determines, in the Code Enforcement Officer's sole discretion, that releases of noxious or offensive odors that are injurious or dangerous to health, or releases of offensive odors that unreasonably interfere with the use and enjoyment of others' properties for an unreasonable period of time continue, the City may, but is not required to, file an enforcement action under M.R.Civ.P. 80K seeking fines, attorney fees, corrective orders, injunctions, and other appropriate relief as allowed by 30-A M.R.S. § 4452.

(This enforcement action may not achieve the desired results of the ordinance, it is a slow process.)

Section 9 - Miscellaneous

- A. This ordinance does not create a private enforcement right.
- C. If any portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions.
- D. A Notice of Violation issued pursuant to Section 7(B) may be appealed to the Ellsworth Board of Appeals.



Social Services

1 City Hall Plaza ▪ Ellsworth, ME 04605

Phone (207) 669-6630

thowes@ellsworthmaine.gov

Memo

To: City Council

CC: Charles Pearce, City Manager

From: KaTina Vanadestine

Date: 02/06/2025

Re: Date Proposal for Special Municipal Budget Validation Referendum Election

Suggested Motion:

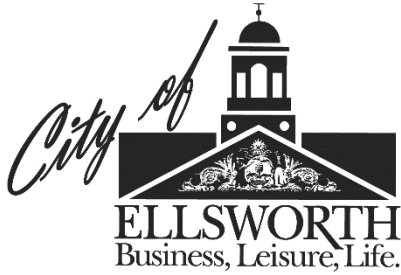
Request of the Deputy City Clerk to hold a Special Municipal Budget Validation Referendum Election on June 10th, 2025.

Background:

I am writing to propose the scheduling of a Special Municipal School Budget Validation Referendum election for the City of Ellsworth, in accordance with the city's charter. As confirmed by Superintendent Amy Boles, the School Department fully supports this plan and has agreed that the election should be held on Tuesday, June 10, 2025.

The proposed date is strategically chosen to align with state elections and to maintain consistency with past practices. This timing will help ensure greater efficiency in the voting process, maximize voter participation, and streamline the use of resources.

Additionally, the School budget will be presented for approval at the City Council meeting on April 21, 2025, making it the official budget subject to voter validation. It is crucial that the City continues with the referendum process outlined in the charter in order to formally adopt the School budget. This process will culminate in the June 2025 vote, with a subsequent referendum in June 2026. At that time, citizens will again have the opportunity to vote on whether the City should continue the budget validation referendum process for another three years.



Arbor Commission

1 City Hall Plaza ▪ Ellsworth, ME 04605

Phone (207) 667-2563

ellsworthmaine.gov

Memo

To: City Council
CC: Charles Pearce, City Manager
From: Arbor Commission
Date: March 17, 2025
Re: Appointment of Valencia Libby to Commission

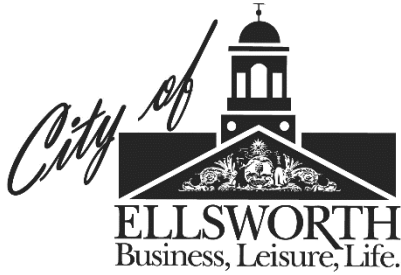
Suggested Motion:

Move to approve the appointment of Valencia Libby as a regular member of the Arbor Commission with a term to expire 6/30/2025.

Background:

The Arbor Commission would like to formally request the approval of Valencia Libby as a regular member.

- She has taught on the subject for over thirty years, first in Philadelphia at Temple University and more recently in Maine for Land Trusts and the Senior College System.
 - Assistant Professor, 1989-95 and Associate Professor, tenured 1995-2009
 - Her subject areas: American Landscape History and Public Horticulture
 - Courses Developed:
 - American Traditions of Landscape Architecture
 - Western Traditions of Landscape Architecture
 - Introduction to Public Horticulture
 - Woody Plants I, II and Advanced (3 semesters)
 - Herbaceous Plants I & II (2 semesters)
 - Planting Design Studio
- She wrote: *The Northwest Landscapes of Lord & Schryver*. OSU Press 2022. Recipient of two national book awards.
- She has a M.S. in Public Horticulture Administration & Graduate Certificate in Museum Studies.
- She has a B.S. with Distinction, Landscape Architecture.



Historic Preservation Commission

1 City Hall Plaza ▪ Ellsworth, ME 04605-1942

Phone (207) 669-6603 ▪ Fax (207) 667-6633

ellsworthmaine.gov

Memo

To: City Council

CC: Charles Pearce, City Manager

From: Jennifer Sala, Historic Preservation Commission Chair

Date: March 17, 2025

Re: Applicants to City of Ellsworth's new Cemetery Commission

Suggested Motion:

Move to populate the City's new Cemetery Commission with the members Dotty Vachon, Tiffany Tate, and Albert Scott.

Background:

This memorandum is to formally request the City Council's approval of proposed members to the City's newly created Cemetery Commission. These members, in addition to Jennifer Sala and Nancy Smith, are intended to ensure compliance with State of Maine expectations of municipalities, perpetual care agreements, previous Council guidance, and the 2035 Comprehensive Plan. As our city's cemetery needs continue to grow, it is important that we establish a formal group to provide oversight and long-term planning. A dedicated Cemetery Commission will be responsible for addressing the following key areas:

- **Maintenance:** Regular upkeep of all city cemeteries, ensuring they remain safe, respectful, and attractive.
- **Finances:** Collaborating with the Finance Department to review and establish policies for the use of cemetery reserve funds.
- **Strategic Planning:** Developing a long-term plan for future cemetery development and rehabilitation, including an emphasis on historical sites.
- **Bylaws and Policies:** Ensuring all cemetery-related bylaws are updated, enforced, and aligned with city priorities.

Summary of Proposed Members:

- **Dotty Vachon**
 - Has done extensive work in Hancock and Washington Counties documenting burials and cemeteries on findagrave.com, the largest resource available for finding graves, is

a member of Maine Old Cemetery Association and is a member of the board at Woodbine.

- **Tiffany Tate**
 - Works at Jordan Fernald Funeral Home, is an actively involved in contributing to findagrave.com and cemetery restoration and is a member of the Hancock County Genealogical Society.
- **Albert Scott**
 - Local veteran with 30 years' service and certified military funeral specialist having conducted thousands of funerals, ready to help us oversee veterans graves in compliance with State requirements. He is also Adjutant of the American Legion Post #63 in Ellsworth.

Rationale & Vision:

Each of these members bring their own interests, passions, and areas of expertise that will help us to make informed decisions about the brighter future of our cemeteries and to be effective leaders in perpetual care with respect to all individuals buried in our community, now and in the future. We hope to fill out the commission with more members over time, including alternates, and to conjure up a large number of additional volunteers to help us on work days as we facilitate perpetual care of ancient burial grounds and city-owned cemeteries.

Next Steps:

- Arrangement of first meeting of new members.
- Development of budget with existing funds.
- Review and likely proposal of alterations to the current Cemetery Ordinance (Chapter 16).
- Scheduling of Volunteer Work Days to clean up cemeteries in need of attention including Juniper, Higgins, and others.
- Exploring and facilitating the acquisition of ancient burial grounds as needed (Higgins is on the top of this list).
- Establishment of protocols, standards, and goals.

Cemetery Commission Member Sign-up : Entry # 686

Name

Dorothy Vachon

Address

PO Box 662
[Map It](#)

Phone

(207) 479-2523

Email

djfvachon@gmail.com

Letter of Interest - Why do you want to be a member of Ellsworth's Cemetery Commission? Please explain your relevant credentials or experience.

I have always taken a keen interest in cemeteries. I am a member of the Woodbine Board. I have been volunteering for Find a Grave for 4 1/2 years and spent the bulk of my time in and around the Ellsworth area photographing and documenting stones. I'm a lifetime member of Maine Old Cemetery and I'm trained to care for and clean stones without causing damage. I am committed to accurate documentation and making my research available to descendants and family members. I hope this committee will be an extension of all that I care for and that I can bring some talent to the table.

Notes



Cemetery Commission Submission (ID: 6759ee6bcf9c0)

added December 13, 2024 at 1:17 pm

WordPress successfully passed the notification email to the sending server.

Cemetery Commission Member Sign-up : Entry # 718

Name

Tiffany Tate

Address

4A Townhouse Way, Ellsworth, ME 04605
[Map It](#)

Phone

(207) 974-6522

Email

ttate.leadership@gmail.com

Letter of Interest - Why do you want to be a member of Ellsworth's Cemetery Commission? Please explain your relevant credentials or experience.

Hello,

I absolutely love cemeteries. I am also a member of the Hancock County Genealogical Society and I work for Jordan Fernald. My life is all about cemeteries. Also my genealogy goes back to the first settlers in Hancock and Washington Counties. I am an active volunteer in the Find-A-Grave program as well. I am going to college for funeral service. It is very important for me to be a part of caring for these cemeteries in these communities. My goal is to help preserve as much history and names as I can possibly do and get to know each cemetery around here as intimately as I can. I grew up in Washington County next to an old cemetery and have always loved walking around looking at names and picking the moss off or standing up stones that have fallen over. I have access to lots of information about burials and old maps here where i work and I love to be involved in restoration work. I believe developing a group to help preserve these is absolutely vital. I hope we can get lots of people involved to help make this happen. Thank you,

Tiffany Tate

Notes



Cemetery Commission Submission (ID: 6759ee6bcf9c0)

added December 16, 2024 at 4:38 pm

WordPress successfully passed the notification email to the sending server.

Cemetery Commission Member Sign-up : Entry # 740

Name

abert scott

Address

2 Belva Way
[Map It](#)

Phone

(207) 667-7665

Email

scottypolly11@gmail.com

Letter of Interest - Why do you want to be a member of Ellsworth's Cemetery Commission? Please explain your relevant credentials or experience.

I am a retired master Seargent from the United States Army with thirty years of service, I retired in 1995. For the past 25 years, I have worked closely with veterans, helping them get the benefits they deserve. I am also a certified military funeral specialist. I have done thousands of military funerals across Hancock and Penobscot County. I work closely with Jordan Fernal Funeral Home in Ellsworth, I also am the Adjutant of American Legion Post 63 in Ellsworth. I am also the Adjutant for District 12 which covers all of Hancock County. I am very passionate about all veterans' graves and their upkeep. I believe that with my knowledge of veterans and their final resting place, I would be a benefit to the Cemetary Commission.

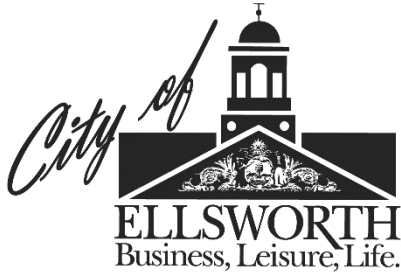
Notes



Cemetery Commission Submission (ID: 6759ee6bcf9c0)

added January 24, 2025 at 8:02 pm

WordPress successfully passed the notification email to the sending server.



Office of the Finance Director

1 City Hall Plaza ▪ Ellsworth, ME 04605-1942

Phone (207) 669-6602 ▪ Fax (207) 667-4908

Website: ellsworthmaine.gov

Email: abrown@ellsworthmaine.gov

Memo

To: City Council

CC: Charles Pearce, City Manager

From: Ashlie Brown, Deputy Finance Director

Date: 17 March 2025

Re: Right to Harvest Alewives

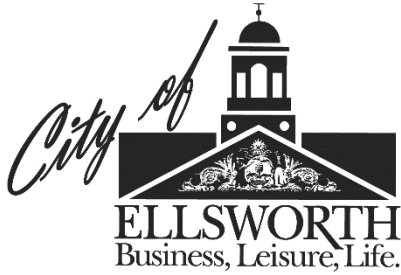
Suggested Motion:

Resolved, that the City of Ellsworth exercises its exclusive rights to harvesting of alewives from the Union River, and file notice of intent with the Commission of Maine Resources prior to April 20, 2025.

Background:

Pursuant to current Maine Marine Resources laws and regulations, Cities/Towns with alewife fishing rights must take action to retain these rights each year. A copy of this action must be filed with the City Clerk and the Commissioner of Marine Resources prior to April 20th of each year. The following is the required resolution:

WHEREAS, Title 12, Section 6131 Maine Revised Statutes Annotated provides that municipalities are entitled to exclusive rights for harvesting alewives; it is hereby resolved as stated in the above motion.



City Clerk's Office

1 City Hall Plaza ▪ Ellsworth, ME 04605

Phone (207) 669-6680

edowling@ellsworthmaine.gov

Memo

To: City Council
CC: Charles Pearce, City Manager
From: Ebony Kramp-Dowling
Date: March 17, 2025
Re: Business Licenses

Suggested Motion:

Move to approve the Business License renewals for Eagles Lodge Motel, Brian Muir d/b/a Josie's Country Store, Yuki Abra LLC d/b/a Finelli Pizzeria, Casa Jalisco, American Dream Pizza Hut d/b/a Put Hut, Cresswell Investments LLC, d/b/a Finn's Irish Pub, Sanctuary Inn Investors d/b/a Sanctuary Inn, Atlantic Coast Inn, Siam Sky LLC d/b/a Siam Sky 2 and Ellgovs LLC d/b/a Governor's Restaurant and Bakery.

Background:

All licensing fees have been paid, inspections done and licensed signed off on by all required departments.

At the time the packet was created Crazy Sumo LLC d/b/a Crazy Sumo and Riverside Café had not yet paid for their business licenses, so they will have to be tabled. If we receive payment before the meeting, I will inform Chair Beal that they can be added back on.

Suggested Motion:

Move to approve the Business License application for Kalmar LLC d/b/a Smokey Bear Tobacco and Beverage.

Background:

Kalmar LLC came in to apply for a new City Liquor License. All licensing fees have been paid, inspections done and licensed signed off on by all required departments.

City of Ellsworth

One City Hall Plaza
Ellsworth ME 04605

Business License Renewal Form

EAGLE'S LODGE MOTEL
278 HIGH 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: 52

State Tax ID: 0206182

Business Name: EAGLE'S LODGE MOTEL

State License #: 1689

Business Address: 278 HIGH STREET

Business Email: EAGLESLODGEHOTEL@GMAIL.COM

Business Phone: 207-667-3311

Business Fax: —

Type of Business: Lodging

Mailing Address: 278 HIGH STREET, ELLSWORTH ME 04605

Owner Name: EAGLES LODGE INC (THE)

Owner Phone: 207-667-3311

Owner Address: 278 HIGH STREET, ELLSWORTH ME 04605

Fees	Fee Based On	Quantity	Amount
\$30 + 2/room Lodging House		42	\$ 114.00
\$80. Public Hearing Notice Fee			\$ 80.00

Total License Fees: \$ 194.00

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 03/31/2025

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.

Nancy H. Mayo
Signature

Nancy H. Mayo
Print Name

2/19/25
Date

Please return signed application and payment to the City of Ellsworth

Office Use Only: Date Received: 2/20/25 Receipt No: 32000121

City of Ellsworth

One City Hall Plaza
Ellsworth ME 04605

Business License Renewal Form

JOSIES COUNTRY STORE
MUIR BRIAN
126 SURRY ROAD
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: 320

State Tax ID:

Business Name: MUIR BRIAN

State License #:

Business Address: 126 SURRY ROAD

Business Email: BNMUIR@OUTLOOK.COM

Business Phone: 2076320079

Business Fax:

Type of Business:

Mailing Address: 126 SURRY ROAD, ELLSWORTH ME 04605

Owner Name: JBM LLC

Owner Phone:

Owner Address: 619 MORGAN BAY ROAD, SURRY ME 04684

Fees	Fee Based On	Quantity	Amount
\$65.00 per Year			\$ 65.00
\$80 Public Hearing Notice Fee			\$ 80.00

Total License Fees: \$ 145.00

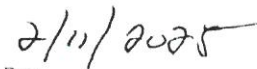
Fees are due upon receipt. Payments can be made via cash or check, or by using a credit or debit card. Use of credit or debit will incur a 2.5% consumer fee. You can mail your renewal, liquor application and fees to City Clerk, 1 City Hall Plaza, Ellsworth, ME 04605.

Fees due before new license will be issued Current License expires on 03/31/2026

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Signature


Print Name


Date

Please return signed application and payment to the City of Ellsworth

Office Use Only

Date Received

2/11/25

Receipt No

CC

City of Ellsworth

One City Hall Plaza
Ellsworth ME 04605

Business License Renewal Form

FINELLI PIZZERIA
YUKI ABRA LLC
12 DOWNEAST HIGHWAY
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: 515

State Tax ID:

Business Name: YUKI ABRA LLC

State License #:

Business Address: 12 DOWNEAST HIGHWAY

Business Email:

Business Phone: 207-664-0230

Business Fax:

Type of Business:

Mailing Address: 12 DOWNEAST HIGHWAY, ELLSWORTH ME 04605

Owner Name: YUKI ABRA LLC

Owner Phone: 207-664-0230

Owner Address: 12 DOWNEAST HIGHWAY, ELLSWORTH ME 04605

Fees	Fee Based On	Quantity	Amount
\$45.00 per year			\$ 45.00
\$80. Public Hearing Notice Fee			\$ 80.00
\$65.00 per Year			\$ 65.00

Total License Fees: ~~\$ 190.00~~
145.00

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 03/31/2025

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

Aaron Healey
Print Name

2-14-25
Date

Please return signed application and payment to the City of Ellsworth

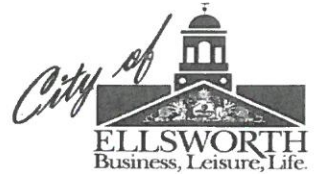
Office Use Only: Date Received: 2/20/25 Receipt No: _____

City of Ellsworth

One City Hall Plaza
Ellsworth ME 04605

Business License Renewal Form

CASA JALISCO
CASA JALISCO
205 HIGH 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: 522

State Tax ID: 88-0865557

Business Name: CASA JALISCO

State License #:

Business Address: 205 HIGH STREET

Business Email:

Business Phone: 207-813-0008

Business Fax:

Type of Business:

Mailing Address: 205 HIGH STREET, ELLSWORTH ME 04605

Owner Name: M & H SPRINGWATER LLC

Owner Phone:

Owner Address: 700 MAIN STREET, BANGOR ME 04401

Fees	Fee Based On	Quantity	Amount
\$65.00 per Year			\$ 65.00
\$80. Public Hearing Notice Fee			\$ 80.00

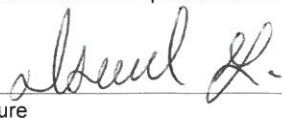
Total License Fees:

\$ 145.00

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 03/31/2025

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

Israel Garcia
Print Name

2/18/2025
Date

Please return signed application and payment to the City of Ellsworth

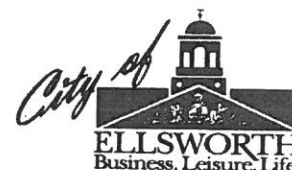
Office Use Only: Date Received: 2/24/25 Receipt No: 32000123

City of Ellsworth

One City Hall Plaza
Ellsworth ME 04605

Business License Renewal Form

Pizza Hut
AMERICAN DREAM PIZZA HUT LLC
PO BOX 781486
WICHITA KS 67278



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: 534

State Tax ID: 88-0623137

Business Name: AMERICAN DREAM PIZZA HUT LLC

State License #:

Business Address: 211 HIGH STREET

Business Email:

Business Phone:

Business Fax:

Type of Business:

Mailing Address: PO BOX 781486, WICHITA KS 67278

Owner Name: STORE MASTER FUNDING VI LLC

Owner Phone:

Owner Address: 116 RADIO CIRCLE DRIVE, MOUNT CISCO NY 10549

Fees	Fee Based On	Quantity	Amount
\$65.00 per Year			\$ 65.00
\$80. Public Hearing Notice Fee			\$ 80.00

Total License Fees: \$ 145.00

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 03/31/2025

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

Maria Castorena

3-10-25

Please return signed application and payment to the City of Ellsworth

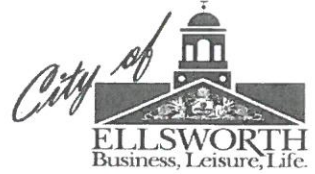
Office Use Only: Date Received: _____ Receipt No: _____

City of Ellsworth

One City Hall Plaza
Ellsworth ME 04605

Business License Renewal Form

FINN'S IRISH PUB
CRESSWELL INVESTMENTS, LLC
132 PEAKED MOUNTAIN DRIVE
AMHERST 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: 588

State Tax ID:

Business Name: CRESSWELL INVESTMENTS, LLC

State License #:

Business Address: 156 MAIN STREET

Business Email: gary@abcmaine.beer

Business Phone: 936-827-0009

Business Fax:

Type of Business: LLC

Mailing Address: 132 PEAKED MOUNTAIN DRIVE, AMHERST ME 04605

Owner Name: LLC CRESSWELL INVESTMENTS

Owner Phone: 936-827-0009

Owner Address: 132 PEAKED MOUNTAIN DRIVE, AMHERST 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 03/31/2026

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

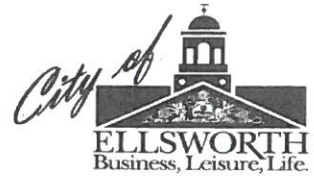
Office Use Only: Date Received: 3/13/25 Receipt No: CC

City of Ellsworth

One City Hall Plaza
Ellsworth ME 04605

Business License Renewal Form

SANCTUARY INN INVESTORS LLC
33 BIRCH AVE
ELLSWORTH ME 04605
USA



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 207-669-6680.

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

Account Number: 633

State Tax ID:

Business Name: SANCTUARY INN INVESTORS LLC

State License #:

Business Address: 33 BIRCH AVE

Business Email: ARMELINDOSHAHAJ96@GMAIL.COM

Business Phone: 7815216766

Business Fax:

Type of Business: LLC

Mailing Address: 33 BIRCH AVE, ELLSWORTH ME 04605

Owner Name: ADMIR BALI

Owner Phone:

Owner Address: 224 PARK STREET APTC11, STONEHAM MA 02180

Fees	Fee Based On	Quantity	Amount
\$30 + 2/room Lodging House		29	\$ 88.00
\$80. Public Hearing Notice Fee			\$ 80.00

Total License Fees: \$ 168.00

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 03/31/2025

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: 3/11/25

Receipt No: CC

City of Ellsworth

One City Hall Plaza
Ellsworth ME 04605

Business License Renewal Form

ATLANTIC COAST INN
ATLANTIC COAST INN
200 HIGH 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: 235

State Tax ID: 82-0783478

Business Name: ATLANTIC COAST INN

State License #: 1673

Business Address: 200 HIGH STREET

Business Email: kenwu1950@yahoo.com

Business Phone: 917-502-9680

Business Fax:

Type of Business: 474 Bucksport Rd

Mailing Address: 200 HIGH STREET, ELLSWORTH ME 04605

Owner Name: WCU LLC Primavera

Owner Phone: 917-502-9680

Owner Address: 474 BUCKSPORT ROAD, ELLSWORTH ME 04605

200 High St.

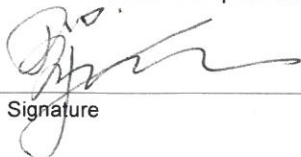
Fees	Fee Based On	Quantity	Amount
\$30 + 2/room Lodging House		26	\$ 82.00
\$80. Public Hearing Notice Fee			\$ 80.00

Total License Fees: \$ 162.00

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 02/28/2025

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

Catherine Chen
Print Name

1/17/2025
Date

Please return signed application and payment to the City of Ellsworth

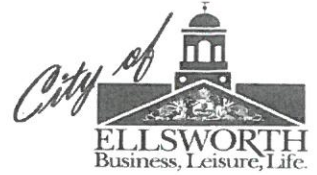
Office Use Only: Date Received: 1/21/25 Receipt No: 32000118

City of Ellsworth

One City Hall Plaza
Ellsworth ME 04605

Business License Renewal Form

SIAM SKY 2
SIAM SKY LLC
PO BOX 1103
BLUE HILL ME 04614



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: 400

State Tax ID:

Business Name: SIAM SKY LLC

State License #:

Business Address: 78 DOWNEAST HIGHWAY

Business Email: VEAOWDAO@HOTMAIL.COM

Business Phone: 1-978-760-6551

Business Fax:

Type of Business:

Mailing Address: PO BOX 1103, BLUE HILL ME 04614

Owner Name: XINYI LLC

Owner Phone:

Owner Address: 474 BUCKSPORT ROAD, ELLSWORTH ME 04605

Fees	Fee Based On	Quantity	Amount
\$65.00 per Year			\$ 65.00
\$80. Public Hearing Notice Fee			\$ 80.00

Total License Fees: \$ 145.00

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 02/28/2025

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.

VEAWDAO

Signature

VEAWDAO NAPPAPORNPIAT

Print Name

11/17/2024

Date

Please return signed application and payment to the City of Ellsworth

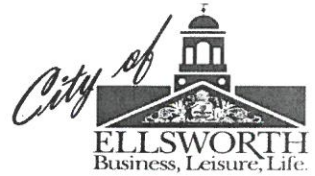
Office Use Only: Date Received: 11/21/25 Receipt No: 32000119

City of Ellsworth

One City Hall Plaza
Ellsworth ME 04605

Business License Renewal Form

GOVERNOR'S RESTAURANT AND BAKERY
ELLGOVS LLC
253 HIGH 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 207-669-6680.

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

Account Number: 591

State Tax ID:

Business Name: ELLGOVS LLC

State License #:

Business Address: 253 HIGH STREET

Business Email:

Business Phone:

Business Fax:

Type of Business:

Mailing Address: 253 HIGH STREET, ELLSWORTH ME 04605

Owner Name: UNION RIVER ASSOCIATES REALTY TRUST Owner Phone:

Owner Address: PO BOX 757, ELLSWORTH ME 04605

Fees	Fee Based On	Quantity	Amount
\$65.00 per Year			\$ 65.00
\$80. Public Hearing Notice Fee			\$ 80.00

Total License Fees: \$ 145.00

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 02/28/2025

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:

2/26/25

Receipt No:

CC

City of Ellsworth

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!

DBA - Smokey Bear Tobacco and Beverage

Account Number: 054

State Tax ID: 33-1733220

Business Name: KALHAR LLC

State License #:

Business Address: 139 High Street, Ellsworth ME 04605

Business Email:

Business Phone:

Business Fax:

Type of Business: RETAIL SMOKE SHOP

Mailing Address: 110 Downest Hwy Ellsworth ME 04605

Owner Name: RAJ Patel

Owner Phone: 603 733 8117

Owner Address: 110 Downest Hwy Ellsworth ME 04605

- 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 accommodations) \$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 alcohol) \$35.00

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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: Raj

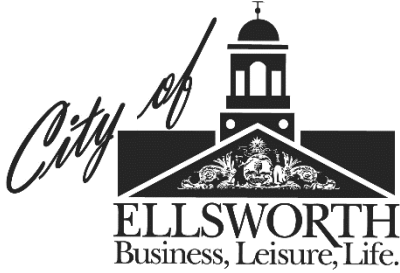
Print Name: Raj Patel

Date: 11/14/24

Please return signed application and payment to the City of Ellsworth

Office Use Only: Date Received: 11/14/24

Receipt No: 32000101



Harbor Commission

1 City Hall Plaza ▪ Ellsworth, ME 04605

Phone (207) 667-2563

ellsworthmaine.gov

Memo

To: City Council
CC: Charles Pearce, City Manager
From: Harbor Commission
Date: 3/17/2025
Re: Amendments to Chapter 3 – Harbor Commission

Suggested Motion:

Move to accept the recommended edits to Chapter 3, changing the requirement from “Members shall be either a resident or real estate property owner of the City of Ellsworth” to “A majority of Commission members shall be residents of the City of Ellsworth. At least one member of the Commission shall be appointed from membership of the Ellsworth City Council.”

Background:

The Harbor Commission (the “Commission”) is requesting the Council vote to approve the suggested amendment to Chapter 3, replacing the requirement that members be a resident of Ellsworth with a majority of members being Ellsworth residents.

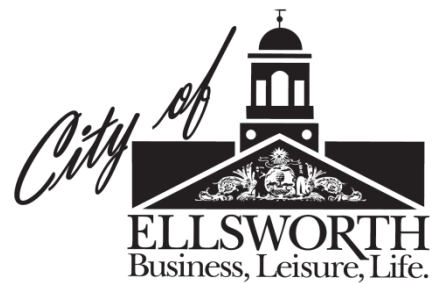
The Commission observes the current housing crisis of the city and all of Hancock County. Many professionals who have an interest and care about Ellsworth would like to join the Commission, but cannot due to living in a neighboring or nearby community where they could find housing.

The Recreation Commission and Arbor Commission have transitioned to allow members of their bodies to live elsewhere, and the Harbor Commission would like to follow suit. The Commission would like to attract and retain the most qualified and talented members, regardless of where they can find housing.

CHAPTER 3
HARBOR ORDINANCE
CITY OF ELLSWORTH, MAINE

A true copy –

Attest: Suzanne McLean
City Clerk



Repealed and replaced March 18, 2013
Amended November 18, 2013
Amended April 16, 2018
Repealed/Replaced Article 1 Section 5 May 21, 2018
Amended November 8, 2019
Amended December 16, 2019
Amended April 20, 2020
Amended March 17, 2025

ARTICLE 1 GENERAL PROVISIONS

SECTION 1. HARBOR ORDINANCE ADOPTION

Pursuant to title 38, M.R.S.A., Subchapter 1 and 30-A M.R.S.A. § 3001, as amended, the City Council of Ellsworth, Maine, hereby adopts the following ordinance, entitled “HARBOR ORDINANCE FOR THE CITY OF ELLSWORTH,” and establishes the boundaries for the harbor.

SECTION 2. PURPOSE

This ordinance is to establish regulations for marine activities within the harbors, waterways, and tidal waters of the City of Ellsworth, Maine to insure safety to persons and property, to promote availability and use of a valuable public resource. This ordinance shall be subordinate to existing Federal and State laws governing the same matters and is not intended to preempt other valid laws.

SECTION 3. INNER AND OUTER HARBOR LIMITS

“Harbors and waterways” shall include the following:

The Harbor shall be divided into an inner and an outer harbor.

A. Inner Harbor: Beginning on the easterly side of the Union River at Tinker’s Wharf so called, high water line; thence proceeding northerly along the shore to the Union River Bridge; thence proceeding westerly along said bridge to the westerly shore of the Union River; thence southerly along the high water mark of the western shore of the Union River to N 44° 31’ .703”, W 068° 25’ .551”; thence proceeding easterly to the point of beginning.

B. Outer Harbor: “Beginning on the easterly side of Union River, at Tinker’s Wharf so called, high water line; thence proceeding southerly along the shore to the Ellsworth City line; thence proceeding westerly to the Ellsworth/Surry line; thence northerly along the high water mark of the western shore of Union River to N 44° 31’ .703”, W 068° 25’ .551”; thence proceeding easterly to the point of beginning.

Tidal waters shall include all waters which ebb and flow between high tide and mean low water within the harbor and waterway of the City of Ellsworth.

SECTION 4. HARBORMASTER

(a) The Harbormaster will be recommended by the Harbor Commission and appointed by the City Manager. The term will be for one year and run from July 1 through June 30. Certain duties and responsibilities of this office are prescribed by Title 38, M.R.S.A. The Harbormaster has the additional duty to administer and enforce the provisions of this ordinance with the authority granted by law and through his appointment as Harbormaster. The Harbormaster will provide technical assistance and submit periodic reports as requested to the Harbor Commission.

(b) A Deputy Harbormaster may be appointed upon recommendation of the Harbormaster. The compensation of the Harbormaster and Deputy shall be established by the City Council.

(c) In addition to the duties prescribed under Title 38, M.R.S.A., the Harbormaster and Deputy shall be the overseers of the City's waterfront facilities such as moorings, floats, docks, ramps, parking areas, picnic areas, and any buildings or structures in the harbor area. They shall make recommendations to the Harbor Commission for maintenance and improvements to all city-owned waterfront facilities. They shall have full authority to enforce all harbor regulations affecting the waterfront to the fullest extent permitted by law.

(d) The Harbormaster, and all law enforcement officers, shall have the authority and power to enforce the provisions of this ordinance and all other laws and ordinances that are applicable to the harbor, waterfront and watercraft.

(e) No person shall assault, intimidate or in any manner willfully obstruct, intimidate or hinder the Harbormaster or his Deputy in the lawful performance of their duties.

(f) The Harbormaster shall not carry a sidearm.

(g) The Harbormaster will attend such training as recommended by the Harbor Commission and as directed by the City Manager.

SECTION 5: THE ELLSWORTH HARBOR COMMISSION

1. Duties and Powers of the Harbor Commission:

The Duties of the Harbor Commission shall consist of harbor planning, operation, and regulation. The Commission shall make recommendations to the City Manager and City Council in matters that directly concern the waterfront area, marina, and Harbor Park including the duties and responsibilities of the Harbor Master and Deputy Harbormaster.

2. Appointment:

- a. Commission Members shall be appointed by the City Council upon recommendation from the Harbor Commission and sworn in by the City Clerk or other person authorized to administer oaths.
- b. The Board shall consist of seven (7) Fulltime Members and three (3) Alternate Members.
- c. The terms of the Fulltime Members shall be three (3) year staggered terms with two member terms expiring each year on June 30 except that every third year three member terms shall expire. Alternate Members shall serve a one (1) year term which ends on June 30.

3. Qualifications:

~~Members shall be either a resident or real estate property owner of the City of Ellsworth.~~ A majority of Commission members shall be residents of the City of Ellsworth. At least one member of the Commission shall be appointed from membership of the Ellsworth City Council.

4. Organization and Rules:

- a. Officers: The board shall elect a chairperson, vice chairperson, and secretary from among its members in January of each year. The term of each of these officers shall be for a maximum of one (1) year with eligibility for re-election.
- b. Meetings: Meetings shall be held once a month. If a meeting is to be cancelled or the date is to be changed proper notice must be given to the public by posting notice at City Hall. Special meetings may be called by a majority of the full time members or Chairman with proper notice to the membership and the general public.
- c. Quorum: The board shall not act without a quorum of at least four (4) members.
- d. Alternates: Alternate members shall attend all meetings of the Commission and participate in its proceedings but may vote only when there are fewer than seven (7) voting Fulltime Members present. Alternate Members shall be designated by the Chairperson to participate and vote when a member is unable to act because of conflict of interest, physical incapacity, absence, or any other reason satisfactory to the Chairperson. Designated participation shall be based on seniority.
- e. Public Record: The Secretary, or designee, shall keep a record of its resolutions, transactions, correspondence, findings, and determinations shall be filed with the City Clerk upon approval by the Commission.

SECTION 6. INVALIDITY PROVISION

If any provision of this ordinance is held invalid or inoperative, the remainder shall continue in full force and effect as though such invalid or inoperative provision had not been made.

SECTION 7. ORDINANCE DISTRIBUTION

Copies of all harbor ordinances and amendments will be available to the public at the Harbormaster's office.

**ARTICLE II
DEFINITIONS**

1. **Anchorage:** Shall mean an area of the harbor set aside for permanent moorings or for the temporary anchoring of boats and vessels.
2. **Auxiliary:** Shall mean any vessel having both sails and either an inboard or outboard motor and which may be propelled by its sails or by its motor or both.
3. **Basin:** Shall mean a naturally or artificially enclosed or nearly enclosed body of water where small craft may lie.

4. **Commercial Vessel:** Shall mean any vessel used or engaged for any type of commercial venture, including but not limited to fishing or carrying cargo and/or passengers for hire.
5. **Distress:** Shall mean a state of disability of a present or obviously imminent danger which, if duly prolonged could endanger life or property.
6. **Emergency:** Shall mean a state of imminent or proximate danger to life or property in which time is of the essence.
7. **Float:** Shall mean any floating structure normally used as a point of transfer for passengers and goods and/or for mooring purposes.
8. **Floating Structure:** A residential or commercial floating structure on or in the waters of the City of Ellsworth that is designed or fitted out as a place of habitation or temporary lodging by persons other than the owner or operator, and which is not principally used for transportation regardless of the capability of the structure to propel itself across the water. A floating structure is not a vessel as defined by the United States Coast Guard or watercraft as defined by the Inland Fisheries and Wildlife. This definition is intended to include houseboats used for seasonal or short-term rental habitation.
9. **Illegally Berthed:** Shall mean docking a vessel without permission or permit from the Harbormaster.
10. **Mooring:** Shall mean any appliance used by a craft for anchoring purposes and which appliance is not carried aboard such craft when underway as regular equipment.
11. **Mooring, Abandoned:** Shall mean a mooring that remains unused for a year.
12. **Nonresident:** Shall mean all persons without a residence in the City of Ellsworth.
13. **Resident:** Shall mean any person owning or renting real property in the City of Ellsworth who uses that property as a residence.
14. **Riparian Owner:** Shall mean an owner of a parcel of land located in the City of Ellsworth which borders upon the harbor as described in Article 1, Section 3.
15. **Shore:** Shall mean that part of the land in immediate contact with a body of water, including the area between the high and low water lines.
16. **Shall and May:** “Shall” is mandatory. “May” is permissive.
17. **State:** Shall mean the State of Maine.
18. **Stray Vessel:** Shall mean (1) an abandoned vessel; (2) a vessel the owner of which is unknown; (3) a vessel underway without a competent person in command.
19. **To Anchor:** Shall mean to secure a vessel to the bottom within a body of water by dropping an anchor or anchors or some other ground tackle.
20. **Underway:** Shall mean the condition of a vessel not at anchor; without moorings; and not made fast to the shore nor aground.
21. **Vessel:** Shall mean a watercraft of any kind including boats, scows, dredges, and barges but excluding floats and shellfish cars, other structures permanently attached to moorings.
22. **Vessel, Derelict:** A vessel shall be considered “derelict” if any of the following circumstances exist: a. the vessel is fastened to neither a mooring nor an anchor; b. the vessel lacks any license or registration, from any authority, the possession of which is a prerequisite to the operation of such a vessel; 3. the vessel is submerged to a level substantially above its normal water line, and remains so for a period of at least fourteen (14) consecutive days without reasonable explanation; 4. the vessel is damaged to such an extent that it cannot be moved under its own power.
23. **Visiting Vessel/Transient:** A vessel will be considered visiting or transient if the vessel is not normally moored or does not have a permanent mooring in the harbor.

24. **Waterway:** Shall mean any water area providing access from one place to another, principally a water area providing a regular route for water.
25. **Regular Season:** May 15th through October 15th.
26. **Extended Season:** April 2 through May 14th and October 16th through December 5th.

ARTICLE III GENERAL BOATING AND TRAFFIC CONTROL

SECTION 1. TRAFFIC CONTROL AUTHORITY

The Harbormaster or his Deputy shall have the authority to control waterborne traffic in any portion of the harbor under his jurisdiction by use of authorized State regulatory markers, signal, orders or directions and/or at any time preceding, during and after any race, regatta, parade or other special event held in any portion of the waters of the harbor or at any time when the Harbormaster deems it necessary in the interest of safety of persons and vessels or other property and it shall be unlawful for any person to willfully fail or refuse to comply with any authorized State regulatory marker utilized by the Harbormaster, or with any signs, orders or direction of the Harbormaster.

SECTION 2. BASIC SPEED LAWS

The operation of any vessel within the harbor area in excess of posted speed limits or, in the absence of such limits, in a manner to create a wash which endangers persons or property, shall constitute a violation of this Ordinance; provided that special written permission may be granted to conduct or engage in water sports and regattas in specific designated areas.

ARTICLE IV GENERAL REGULATIONS

SECTION 1. LIABILITY

Boat Owner: Any person using the facilities within the limits of the harbor area shall assume all risk of danger or loss of his property, and the City of Ellsworth assumes no risk on account of fire, theft, act of God, or damages of any kind to vessels within the harbor or on land facilities.

SECTION 2. LAUNCHING AND RECOVERY OF VESSELS

None other than the driver may occupy a motor vehicle while it is present upon the area known as a launching ramp located within the City of Ellsworth.

SECTION 3. PERMITS AND REGISTRATON PROCEDURE

A. All permits granted under the authority of this Ordinance shall be valid only for such period as may be determined by the Harbor Commission and permits of unqualified duration or validity shall not be granted. Separate permits and payment of fees are required for the Regular Season and the Extended Season.

B. Each mooring owner will annually submit a mooring permit application and pay a fee set by the Ellsworth City Council. This fee shall be paid to the City Treasurer on or before May 15th of each year. Failure to comply will incur late fees and may result in removal of mooring and loss of berth. Mooring applications are located at Ellsworth City Hall.

C. Each year, a waiting list for mooring space shall be created. New applicants must fill out and return a mooring waiting list application with payment to the Harbormaster. The applicant shall pay an annual waiting list fee set by the City Council to remain on a waiting list until a mooring space is approved or denied by the Harbormaster. Mooring spaces shall be approved or denied on a first come, first serve basis.

SECTION 4. DAMAGE TO HARBOR OR OTHER PROPERTY

It shall be unlawful to willfully or carelessly destroy, damage, disturb or interfere with any public or private property in the harbor area.

SECTION 5. TAMPERING WITH OR BOARDING VESSELS WITHOUT PERMISSION

It shall be a violation of this Ordinance for any person to willfully board, break into, move or tamper with any vessel or part thereof, located within the harbor unless authorized by the rightful owner of such vessel. Violation of this provision shall constitute a misdemeanor, punishable by the penalties herein above provided for violations of this Ordinance and to additional penalties not to exceed the aggregate of \$1,000 and six months imprisonment for each offense. Any person violating this provision shall, in addition, be responsible to the rightful owner of any such vessel for any damage caused by such violation and to the reasonable cost of any attorney's fees incurred as a result thereof.

SECTION 6. SIGNS AND MAINTENANCE

The Harbor Commission, through the Harbormaster, may place and maintain, cause to be placed and maintained, either on land or water such signs, notices, signal buoys or control devices as they deem necessary to carry out the provisions of this Ordinance, or to secure public safety and the orderly and efficient use of the harbor or facilities.

SECTION 7. GENERAL RESTRICTIONS

For the safety of the vessels and the general public the following activities are not allowed:

- a) casting stones, rocks or other material into the waters of the harbor
- b) swimming from the floats or from any watercraft that are secured to the floats.
- c) All types of fishing, with the exception of fly fishing, are permitted from the floats however, the fishing lines shall in no way hamper the tying up of vessels and of those approaching the floats.

- d) the use the launching ramp for more than twenty (20) minutes without the permission of the Harbormaster.
- e) tying a boat to the floats or wharf for more than two (2) hours on the front (western) side and four (4) hours on the back (northeastern) side without permission of the Harbor Master. The southeastern side is reserved for dinghies and tenders.
- f) grounding out, tying up or permitting to be grounded out, any watercraft on the launching ramp.
- g) The placing of any skid, trailer, boat or any other craft on the waterfront grounds are allowed in designated areas only, or by permission of the Harbormaster.

SECTION 8. HARBORMASTER’S BOAT

Any vessel provided by the city shall be for the safety and maintenance of Ellsworth Harbor. Any other use is forbidden without the approval of the City Manager.

The vessel shall be under the direct control of the Harbormaster. No person shall use the Harbormaster’s vessel without express permission of the Harbormaster.

SECTION 9. DATES AND HOURS OF OPERATION

A. The Ellsworth Harbor will be open from May 15th through October 15th of each year (the “Regular Season”). Normally, the Harbormaster or designee will be on duty between 9 a.m. and 6 p.m. Boats must be removed from the Ellsworth Harbor on or before October 22nd of each year unless an Extended Season permit has been obtained.

B. The Harbor park shall be closed between the hours of 11:00 p.m. and 6:00 a.m. except for those boat owners staying on board overnight, loading or unloading boats and/or with written permission of the Harbormaster.

C. The City of Ellsworth may provide dockage in Ellsworth Harbor to vessel owners from October 16th through December 5th and April 2nd through May 14th (the “Extended Season”). The Harbormaster will not have regular duty hours during the extended season but will be on-call as needed. Boats with an Extended Season permit must be removed from the Ellsworth Harbor on or before December 10th of each year.

SECTION 10. EXTENDED SEASON DOCKAGE

A. The City of Ellsworth may, but is not required to, provide dockage in Ellsworth Harbor to vessel owners during the Extended Season.

B. The use of moorings during this period shall not be permitted.

C. The Harbormaster will not have regular duty hours during the Extended Season but will be on-call as needed.

D. All boats tied up to the City's docks/slips shall have valid insurance. Evidence of insurance will be required in the application process.

E. The owner or designee shall check on the vessel on a weekly basis and shall inform the Harbormaster each week.

F. No permit for Extended Season dockage will be issued unless the owner agrees to indemnify and hold harmless the City of Ellsworth and its employees for any damage, harm, or injury due to equipment failure, inclement weather, or dock system failure.

G. The Harbormaster at all times retains the right to require an owner to remove a vessel.

ARTICLE V ANCHORING, MOORING AND SECURITY OF VESSELS

SECTION 1. PLACEMENT OF PRIVATE MOORINGS OR FLOATS

It shall be a violation of this Ordinance to place any mooring or float in the harbor without a permit from the Harbormaster.

SECTION 2. MINIMUM MOORING REQUIREMENTS

Size of Boat	Below 16'	17'to25'	26'to35'	Over36'
Weight of Block	500#	1000#	1500#	2000#
Size of Chain ¹⁶	1/2"	1/2"	1/2"	1/2"
Size of Nylon	1/2"	1/2"	1/2"	3/4"

All mooring buoys shall conform to Coast Guard regulations and are to show at all tides.

All mooring gear is to be inspected by the Harbormaster before setting.

Vessels being moored or berthed at the Ellsworth Harbor cannot exceed 39.5 feet (length overall) or a beam exceeding 12 feet.

The Harbormaster shall maintain a plot plan of all mooring locations showing depth of water at mean low tide for each mooring and owner of each mooring.

The minimum number of days that a vessel must occupy the designated mooring or slip is 45 days. Any exceptions to the time requirement must be recommended by the Harbormaster and approved by the Harbor Commission. Failure to satisfy this requirement shall result in the loss of the mooring or slip space and if not removed from the Harbor by November 1st of that year, shall be deemed abandoned. It is the Harbormaster's responsibility to document the noncompliance of this requirement.

A vessel owner may only occupy either a slip or a mooring during the season. A household cannot occupy or hold both a mooring and a slip.

The owner of a mooring that has been set in the harbor shall not sublet the mooring or mooring space to any other, except with permission of the Harbormaster.

An abandoned mooring shall become the property of the City of Ellsworth after an attempt has been made to notify the owner. The abandoned mooring will be removed and disposed of in accordance with the City's policy on the sale of surplus property.

SECTION 3. USE OF A CITY MOORING OR FLOATS

- a) Permission may be granted by the Harbormaster for a private vessel to use a city mooring temporarily without charge for up to 24 hours. Private vessels docked at City facilities for a period in excess of 4 hours shall pay docking fees as hereinafter provided or as posted.
- b) Docking is limited to fourteen (14) consecutive days followed by an absence of fourteen (14) consecutive days.
- c) No person shall store traps, bait, fishing gear, boats or waste material on the floats at any time. Said gear may be loaded and unloaded only in a speedy fashion.

SECTION 4. VESSELS MAKING FAST

No person shall make fast or secure a vessel to any mooring already occupied by another vessel, or to a vessel already moored except a rowboat, dinghy or yacht tender regularly used by such a larger vessel. If tied within a slip, such rowboat, dinghy or tender shall not extend into the fairway beyond the larger vessel if such larger vessel is also occupying the slip or otherwise beyond the larger vessel if such larger vessel is also occupying the slip or otherwise beyond the slip itself.

The owner of any vessel moored or anchored within Ellsworth harbor shall be responsible for causing such vessels to be tied and secured with proper care and equipment and in such manner as may be required to prevent breakaway and/or dragging of mooring and resulting in damage to other watercraft and property, and shall thereafter provide for inspection of the placement and adjustment of the vessel's mooring by August 1. In addition, every two years, each owner shall allow visual inspection by the Harbormaster, or his qualified designee, of each vessel's mooring and the mooring's related equipment including, but not limited to, floats, chains and staples. If the mooring is assigned an odd number, that mooring will require inspection on an odd year. If the mooring is assigned an even number, that mooring will require inspection on an even year. It is the Harbormaster's responsibility to retain and maintain inspection documentation. If an inspection has not been performed by August 1, the vessel is considered illegally berthed, the Harbormaster may proceed with an enforcement action as described in Article 10 Section 4. Before removing the mooring, the Harbormaster shall notify the master or owner, if ownership can be determine, by mail at the last known address of the action desired of him, the fact that the mooring will be removed and the fine. The Harbormaster shall also notify the City Manager and the Harbor Commission of such intended action. If the matter is not settled to his satisfaction within two weeks, the Harbormaster may take the action provided for in this section.

SECTION 5. MOORING VESSELS TO BUOYS

No person shall moor any watercraft to any buoy, beacon or other marker placed in the harbor to mark and define the harbor channels, or in any manner to make said watercraft fast thereto or to willfully destroy any such buoy, beacon or other marker.

SECTION 6. SKIFFS AND DINGHIES

Skiffs and dinghies may be secured to designated areas provided they comply with the following:

- a. Each skiff or dinghy shall be clearly and visibly marked with at least the corresponding mooring number;
- b. Skiffs or dinghies shall not be secured to the face of the Harbor's main float;
- c. All skiffs and dinghies shall be properly secured, maintained, and bailed and shall be secured at the bow only;
- d. Skiffs and dinghies secured in the designated areas may be no longer than 10 feet (LOA) and no wider than a maximum beam of 5 feet;
- e. Dinghies shall not be left on the launching ramp, floats or piers.

SECTION 7. MOORING REPLACEMENT

- a. If the Harbormaster determines that a mooring needs to be removed or replaced with one of a different character, the Harbormaster may so direct the master or owner of the vessel whose mooring it is to do so.
- b. If the owner or master of the vessel neglects or refuses to comply with the Harbormaster's order, the Harbormaster may, subject to subsection C, cause the entire mooring to be removed or the buoy removed and the chain dropped to the bottom or shall make such change in the character of the mooring as required and collect from the master or owner of that boat or vessel the sum of \$100 for either of those services rendered and the necessary expenses.
- c. Before removing a mooring or a buoy, the Harbormaster shall notify the master or owner, if ownership can be determine, by mail at the last known address of the action desired of him, the fact that the mooring will be removed and the fine. The Harbormaster shall also notify the City Manager and the Harbor Commission of such intended action. If the matter is not settled to his satisfaction within two weeks, the Harbormaster may take the action provided for in this section.

ARTICLE VI PROHIBITED ACTIVITES

1. No person shall tie up or permit to be tied up to the City Dock any watercraft for any commercial purpose except with the permission of the Harbormaster.

2. No person shall moor any floating structure, as defined, within the water of the City of Ellsworth.

ARTICLE VII SANITATION REGULATIONS

SECTION 1. DISCHARGE OF REFUSE

It shall be a violation of this Ordinance to discharge or permit the discharge into the water of the harbor of any refuse, waste matter from toilets, petroleum or petroleum matter, paint, varnish or any other foreign matter, including dead animals, fish and bait.

SECTION 2. RESPONSIBILITY FOR SANITATION OF VESSELS

The owner, lessee, agent, captain or person in charge of a vessel within the Ellsworth harbor shall be responsible for any costs of clean-up. Should the Harbormaster find that any vessel or watercraft is not complying with this Ordinance he shall, in writing, notify the said owner, lessee, agent or captain or other person in charge of said vessel to immediately halt such action and commence to prosecute to completion of the correction or the unsanitary condition to the satisfaction of the Harbormaster. Failure to do so with reasonable dispatch shall be in violation of this Article, and the Harbormaster may then cause the condition to be corrected and the cost of such correction shall be charged to said owner, lessee, captain or any other person in charge.

ARTICLE VIII SAFETY AND MAINTENANCE

SECTION 1. FLAMMABLE AND COMBUSTIBLE LIQUIDS AND/OR MATERIALS

Within the harbor area boundary, including parking areas, etc., no person shall sell, offer for sale or deliver in bulk any class of flammable liquid or combustible material, nor dispense any flammable or combustible liquids in the fuel tanks of a vessel except when in compliance with all requirements of the N.F.P.A. Code 31, fire code and any other laws or regulations applicable thereto.

SECTION 2. OBSTRUCTION TO DOCKS AND WALKWAYS

Obstruction to docks and walkways within the harbor area by mooring lines, water hoses, electrical cables, boarding ladders, permanently fixed stairs or any other materials is strictly prohibited.

SECTION 3. MOTOR VEHICLES

Motor vehicles are not to be left unattended on or near the launching ramp. All motor vehicles are to be parked only in designated areas, unless otherwise notified by the Harbormaster. Motor vehicle operators are to comply with all parking regulations as posted by the City of Ellsworth.

SECTION 4. OBSTRUCTING CHANNELS

It shall be a violation of the Ordinance to knowingly or willfully obstruct the free use of any channel or waterway within the harbor or to fail to report to the Harbormaster any collision between vessels or other accident or incident causing damage to persons or property.

SECTION 5. UNSAFE BERTHING

If any vessel shall be found, in the judgment of the Harbormaster, to be anchored or moored within the harbor facility in an unsafe or dangerous manner, or in such a way as to create a hazard to other vessels or to persons or property, the Harbormaster shall order and direct measures to eliminate such unsafe or dangerous condition. Primary responsibility for such compliance with such orders and directions shall rest with the owner of the improperly anchored or moored vessel or his authorized agent. In the absence of such owner or agent, said responsibility shall rest with the authorized operator of the facility at which the vessel is anchored or moored. In an emergency situation in the absence of any such responsible person, the Harbormaster shall forthwith board such vessel and cause the improper situation to be corrected, and the owner of the vessel shall be liable for any costs incurred by the City of Ellsworth in effecting such correction.

ARTICLE IX FEES

Upon recommendation of the Harbor Commission, the City Council shall approve all fees pertaining to the Ellsworth Harbor.

All fees shall go into the General Fund of the City of Ellsworth.

ARTICLE X ENFORCEMENT

Except where stricter penalties are provided for elsewhere in this Ordinance, or under state or federal law, any violation of this Ordinance shall be a civil offense punishable pursuant to 30-M.R.S.A. 4452(5)(R), as amended. Each day that such violation continues to exist shall constitute a separate violation. Any fines collected for the benefit of the City of Ellsworth shall be deposited in the General Fund. The Harbormaster and any law enforcement officer vested with the authority to carry a weapon and make arrests shall have the authority to enforce this Ordinance. All civil prosecutions under this Ordinance shall be prosecuted by the City Attorney pursuant to the Charter of the City of Ellsworth (Article V, part 4).

SECTION 1. NON-PAYMENT OF FEES

If the Harbormaster determines that a fee, charge for service, or forfeiture or penalty imposed by the City of Ellsworth under this ordinance has not been paid, the Harbormaster shall notify the master or owner of a vessel by mailing the notice to the last known address by first class mail, or if no current address is known, by leaving a copy of the notice on the vessel if the vessel is in the Ellsworth Harbor.

If the Harbormaster determines that a fee, charge for service, or forfeiture or penalty imposed by the City of Ellsworth under this ordinance has not been paid from a previous season, the Harbormaster may refuse to assign mooring privileges to any vessel, boat owner, or master until all such arrears are paid in full.

SECTION 2. SUSPENSION OR REVOCATION OF PERMITS

A violation of the provisions of this Ordinance or of any other applicable Ordinance by any permittee, including the non-payment of all fees and charges for service, shall be grounds for suspension or revocation of such permits.

The Harbormaster will notify the City Manager and Harbor Commission if the Harbormaster recommends suspension or revocation to the City Council.

The City Council shall convene a hearing to suspend or revoke the owner's permits. A notice to the owner shall be provided that includes instructions and rights to have a hearing with the Ellsworth City Council.

SECTION 3. REMOVAL AND CUSTODY OF ILLEGALLY BERTHED OR ABANDONED VESSELS

The Harbormaster may assume custody of a vessel and cause it to be removed when:

- a. Any unattended vessel shall be found to be secured, moored illegally, or moored without permission or permit within the harbor.
- b. The mooring has not been inspected per Article 5 Section 4, or
- c. If the Harbormaster has reasonable cause to believe that a vessel has been abandoned within the harbor.
- d. If the Harbormaster concludes that a vessel poses an immediate threat to the health, safety, or welfare of persons using either the Harbor or lands adjoining the Harbor, the Harbormaster has directed the master or owner of such vessel to immediately move the vessel and the master or owner of such vessel has refused.
- e. Upon receiving a complaint from the owner of a vessel that another vessel is obstructing the free movement or safe anchorage or owner's vessel, the Harbormaster shall direct the master or owner of such vessel to move the vessel to a position to be designated by the Harbormaster and the master or owner of such has refused.
- f. If the Harbormaster finds any vessel anchoring within the channel lines as established by the City of Ellsworth, the Harbormaster shall direct the master or owner of such vessel to remove such anchorage and the master or owner of such vessel has refused.

The City of Ellsworth and its officials shall not be held liable for any damage to such vessel or liable to its owners before or after assuming custody. Vessels so taken into custody shall be released to the owner by the Harbormaster only after satisfactory proof of ownership has been presented and full reimbursement made to the City for all costs incident to recovery, movement and/or storage.

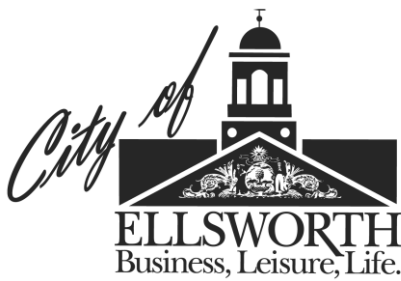
SECTION 4: PROCEDURES FOR IMPOUNDING VESSELS

If a vessel has no crew on board or if the master or other person in charge neglects or refuses to move such vessel as directed by the Harbormaster, the Harbormaster may put a suitable crew on board and move that vessel to a suitable berth at a wharf or anchorage at the cost and risk of the owners of the vessel and shall charge \$100 to be paid by the master or owner of that vessel, which charge, together with the cost of the crew for removing that vessel the Harbormaster may collect by civil action.

Within 24 hours of such action, the Harbormaster shall notify the master or owner of the vessel, the City Manager, and the Harbor Commission of such action.

ARTICLE X ENACTMENT

When duly enacted upon and approved by the Harbor Commission and the Ellsworth City Council, this Ordinance shall supersede any and all ordinances pertaining to the harbor and/or the Union River in the City of Ellsworth previously enacted.



MEMORANDUM

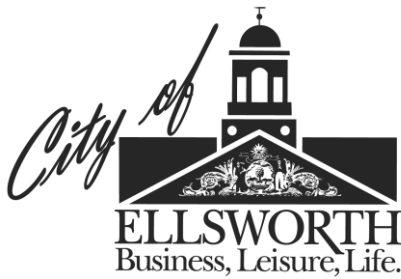
To: City Council
From: Brittany Merrill, Planning and Community Development Assistant
CC: City Manager Pearce
Date: February 25, 2025
RE Closing Documents for Branch Lake Public Forest Expansion

Suggested Motion

Motion to authorize the City Manager to sign the necessary closing documents with a goal closing date of March 31st, 2025, to finalize the purchase of 279.1 acres for the Branch Lake Expansion at the purchase price of \$185,000.00 to be paid for through Lands for Maine Future Fund and Land & Water Conservation Fund grants.

Background

We are on track to close on March 31st, 2025, as planned. This request is for the signing of the closing documents to finalize the purchase of the Haynes Property for the Branch Lake Public Forest Expansion to make sure we meet all necessary requirements, and the purchase can proceed smoothly.



MEMORANDUM

To: City Council

From: Matthew Williams, City Planner

CC: City Manager Pearce

Date: January 9, 2025

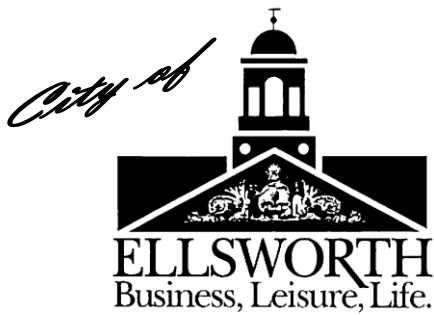
RE: Purchase and Sale Agreement for Branch Lake Public Forest Expansion

Suggested Motion

Motion to authorize the City Manager to sign a Purchase & Sale Agreement with a goal closing date of March 31st, 2025 for the purchase of 279.1 acres for the Branch Lake Expansion at the purchase price of \$185,000.00 to be paid for through Lands for Maine Future Fund and Land & Water Conservation Fund grants.

Background

As discussed at the November Council meeting, the City is finalizing the purchase of 279.1 acres of land to expand the Branch Lake Public Forest. The attached Purchase and Sale Agreement outlines the terms of the purchase and sets a closing deadline of March 31st, 2025. The only outstanding piece of due diligence left to complete is the title work, which will be completed by the end of the month.



Planning Department

1 City Hall Plaza • Ellsworth, ME 04605-1942

Phone (207) 669-6615 • Fax (207) 667-4908

mwilliams@ellsworthmaine.gov/www.ellsworthmaine.gov

Memo

To: City Council

From: Matthew Williams, City Planner

CC: Charles Pearce, City Manager

Date: November 4, 2024

Re: Lands for Maine's Future Fund and Lank & Water Conservation Fund for Branch Lake Public Forest Expansion

Suggested Motion:

Motion to accept funds from Land and Water Conservation Fund in the amount of \$92,500 and authorize the City Manager to enter into a Service Contract for the purchase of 279.1 acres at Map 74, Lot 2 for the purpose of conservation and the expansion of outdoor recreation activities in Ellsworth.

Motion to accept funds from Land for Maine's Future Fund in the amount of \$92,500 for the purchase of 279.1 acres at Map 74, Lot 2 for the purpose of conservation and the expansion of outdoor recreation activities in Ellsworth.

Background

The Branch Lake Public Forest is an existing recreational asset for the citizens of Ellsworth and Hancock County. The 2.6 miles of forested trail provides residents and visitors alike the chance to experience the scenic beauty of Branch Lake and the surrounding forest area. The City owns the land and Frenchman Bay Conservancy owns a conservation easement to ensure protection from development and allow for recreation such as hiking, hunting and fishing. The City also owns and conserves a second parcel to the northwest. This lot is underdeveloped and does not have trails. In between these two lots is the subject property. Spanning 279.1 acres, the purchase of this land for conservation and recreational purposes would provide the City with the opportunity to expand the existing public trail system and provide additional lakefront access to the public. The subject property is entirely in tree growth with wetlands. It does not provide sign tax revenue for the City and presents difficulties for potential development. The City currently owns a right of way along the western edge of the subject property to connect the Public Forest lot with the northern conserved lot. See maps of the subject property and adjacent City-owned land attached hereto as Appendix A.

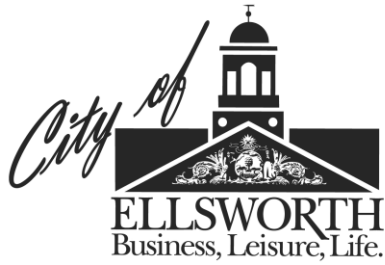
Grant Details

City staff, with support from Frenchman Bay Conservancy and other community partners, successfully applied for and were awarded both Lands for Maine's Future Fund and Land & Water Conservation Fund grants to finance the purchase of the 279.1 acres lot at bargain sale for \$185,000 (\$92,500 coming from each grant).

On March 20, 2023, and July 17, 2023, Council approved staff to apply for both grants. There are still due diligence items to be completed for the Lands for Maine's Future Fund grant, but these items are underway. Staff expects to have a signed Purchase and Sale Agreement for Council's review at the December 26th meeting.

Request

The Planning Office requests for the City Council to vote to accept both funds from Lands for Maine's Future (Award Letter attached as Appendix B) and the Land & Water Conservation Fund (Notice of Award and Service Contract attached as Appendix C) to purchase the property at a bargain sale. The sale price is \$185,000 and both grants total \$185,000. The land will be incorporated with adjacent City-owned lots as part of an expanded Branch Lake Public Forest to allow for more space for hiking, fishing, hunting and other recreational activities within the City of Ellsworth.



MEMO

To: City Council

From: Sara Devlin, Deputy City Manager and Brittany Merrill, Assistant City Planner

Cc: Charlie Pearce, City Manager

Date: March 4, 2025

Re: Request to submit an application to the MaineDOT Village Partnership Initiative and to authorize the allocation of matching funds

Motion

Approve entering into contract with Sewall for the Village Partnership Initiative (VPI) Program and increase matching funds by \$9409 of surplus TIF funding to meet Sewall's final proposed cost.

Background

On July 17, 2023, the Region 4 Planner from MaineDOT delivered a presentation to the City Council, outlining the Village Partnership Initiative (VPI) Program. The presentation included a brief overview of the program's phases, timeline, and application process. The VPI program consists of two key steps: the planning phase and the implementation or construction phase. The initial phase involves a 50/50 match with MaineDOT for analysis and preliminary design within the designated study area. The second phase focuses on collaborating with MaineDOT to pursue federal discretionary grants for project construction.

This study aims to identify transportation improvements that will alleviate congestion, enhance pedestrian and traffic safety, support long-term land-use planning goals, and align with Ellsworth's economic objectives. It will address roadway safety and mobility challenges while also considering enhancements to active transportation and transit options. The study will explore aesthetic design elements to enrich the urban streetscape, including improvements to the historic Downtown Ellsworth's appearance, ambiance, and character, while anticipating ongoing growth trends and developments in the area.

Once the analysis is completed, we will partner with MaineDOT to submit a congressional funding request to cover the full implementation costs of the study recommendations, targeting an 80/10/10 match, potentially resulting in a multi-million dollar investment for the city in infrastructure, beautification, and wayfinding.

Several municipalities, including Brewer, Hampden, York, Newcastle, Skowhegan, and Caribou, are currently in the planning phase of the VPI. The consulting team selected for the Ellsworth VPI has recently completed projects in Bangor (the plan can be found [here](#)), Rockport (the plan can be found [here](#)), and Bath (the plan can be found [here](#)).

In November 2023, the Council voted to approve the submittal of a MaineDOT Village Partnership Initiative planning phase application, with the required matching funds allocated from: up to \$32,000 of the Community Resilience Partnership grant funds, up to \$10,000 from FY24 Local Roads funds, and up to \$15,000 from FY 24 TIF funds.

In September, 2024 Sewall was selected as the most qualified consultant out of four applicants by an applicant review committee consisting of members of the community and staff. Their proposed cost was initially \$192,200.00 and after several revision requests, they brought their proposed costs down to \$133,408.78. MDOT then realized they had underbudgeted the project and are willing to split the difference. The financial break down is as follows:

Total Cost of VPI Proposal (Sewall): \$133,408.78

Original Budget: \$109,000.00

Municipal match: \$34,409 (Previously budgeted: \$15,000 TIF/\$10,000 Local Roads) Requesting an additional \$9,409 from TIF funding.

Governor's Office of Policy Innovation and the Future (GOPIF) Grant: \$32,000

Maine DOT: \$67,000.00

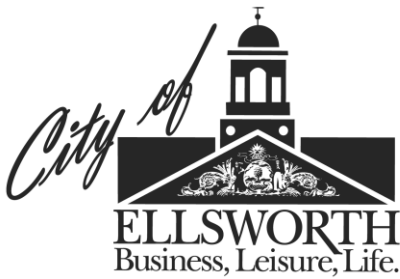
Next Steps

Once we enter into a contract with Sewall, we will have a study kickoff with the study team. The Sewall team will gather real-time traffic counts at key locations and the study team will perform road safety audits at five high-crash sites within the study area. After Sewall evaluates the current conditions, which will include a chance for community input, they will assess potential future scenarios. These future scenarios will also be shared with the public for feedback, which will be integrated into the final report. The entire study is expected to be completed by December 2025.

Request

Staff proposes that the City's required matching funds be allocated in the following manner: \$32,000 in GOPIF funding, and \$34,409.00 municipal match using TIF funds and Local Road funding.

Therefore, staff respectfully requests the City Council to approve the partnership with Sewall and increasing the matching funds by \$9409 (from surplus TIF funds) to a total of \$34,409.00.



Tax Office

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

Memo

To: City Council

From: Charles Pearce – City Manager

Date: February 26, 2025

Subject: Request to Eliminate Right-of-Way Stipulation at the End of Commerce Park

Suggested Motion:

Move to approve the request of the Ellsworth Business Development Corporation to eliminate the City's interest in the 100-foot right-of-way to the right of the cul-de-sac at the end of Commerce Park, and over Tax Map 42, Lot 8-1, per City Council minutes from March 16, 2015, as the Frenchman Bay Conservancy has confirmed that they no longer require a right-of-way for access, and given the lack of need for future growth in that area.

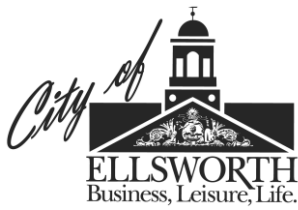
Background:

In March 2015, the City Council approved the transfer of two parcels in Commerce Park (Lot 8-1-4 and Lot 8-1-10), plus the remainder 11+/- acres at the end of the Commerce Park, to the Ellsworth Business Development Corporation (EBDC). The transfer aimed to generate seed money for the development of the Ellsworth area. At the time of approval, the City Council also expressed interest in retaining a 100-foot right-of-way to the right of the cul-de-sac for potential future growth, subject to negotiation.

Since then, several changes have occurred that require reconsideration of the right-of-way stipulation. Notably, the Frenchman Bay Conservancy has purchased the abutting land (Tax Map 42, Lot 9), and placed it into conservation. This eliminates the need for future growth in that area, rendering the proposed right-of-way unnecessary. Furthermore, a wetlands study of the remaining land has revealed that key buildable areas would be negatively impacted by the current 100-foot right-of-way proposal.

Request:

Given these developments, Ellsworth Business Development Corporation respectfully requests that the City Council consider eliminating the 100-foot right-of-way requirement. The Frenchman Bay Conservancy has advised us and the Ellsworth Business Development Corporation that they no longer have a use for a right-of-way and have stated they do not need access to the industrial park.



Tax Office

1 City Hall Plaza ▪ Ellsworth, ME 04605-1942

Phone (207) 667-2563 ▪ Fax (207) 667-4908

smclean@ellsworthmaine.gov

Memo

To: Ellsworth Business Development Corporation

From: Charles Pearce – City Manager

Date: March 17, 2025

Subject: Confirmation of approval to Eliminate Right-of-Way Stipulation at the End of Commerce Park

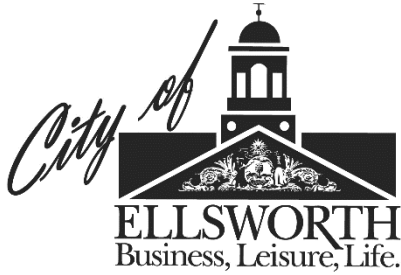
Suggested Motion:

Move to approve the request of the Ellsworth Business Development Corporation to eliminate the City's interest in the 100-foot right-of-way to the right of the cul-de-sac at the end of Commerce Park, and over Tax Map 42, Lot 8-1, per City Council minutes from March 16, 2015, as the Frenchman Bay Conservancy has confirmed that they no longer require a right-of-way for access, and given the lack of need for future growth in that area

This memo is to confirm the above motion was approved by the Ellsworth City Council on March 17, 2025.

Charles Pearce – Ellsworth City Manager

Michelle Beal – Ellsworth City Council Chairperson



Code Enforcement

1 City Hall Plaza ▪ Ellsworth, ME 04605

Phone (207) 667-2563

ellsworthmaine.gov

Memo

To: City Council
CC: Charles Pearce, City Manager
From: Robert Grant, Code Enforcement Officer
Date: March 12, 2025
Re: Update on 7 Fairground Road

Recommendation/ Suggested Motion:

No suggested motion, this is simply an update on the status of the property located at 7 Fairground Road and seeking final permission to demolish the structure at our earliest convenience this Spring.

Background:

The home located at 7 Fairground Road caught fire on February of 2023. At the July, 2024 City Council meeting, the Council voted to deem the structure a Dangerous Building and instructed the City Manager and Code Officer to take the needed steps to demolish the structure. A caveat was also given that the Code Officer should allow the Kazlaskas family a final chance to show they could rehabilitate the home. Mrs. Kazlaskas assured the Council at that meeting that her family could repair the home "within six months" from the time of the meeting. As of March 3, 2025 no significant progress has been made to rehabilitate the structure. The Code Enforcement Officer would like the Council's final permission to proceed with demolishing the structure this Spring.

Next Steps/Timeline:

Final permission is largely a formality, but when the Dangerous Building determination was made in July, there was no set date for the demolition. Additionally, the Council made it clear that their desire was to give the family one more try to rehabilitate the home. If the council agrees that enough time without progress has passed that the building should come down, the next step should be reaching out the Brian Moon and the Highway Department in the Spring. Brian has already agreed to have his crew demolish the home once the City rents an excavator in the Spring as we always do.

Once the building is demolished and removed, a lien will be assessed to the Property to cover the costs of the demolition.

November 2024



November 2024



November 2024

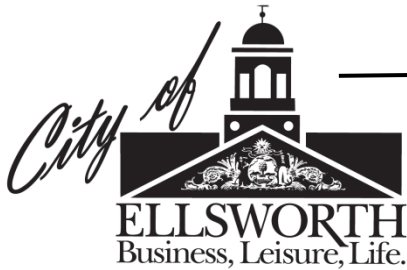


March 2025



March 2025





From the Desk of Mike Harris

1 City Hall Plaza • Ellsworth, ME 04605
Phone (207) 667-7315 • Fax (207) 667-9757
mharris@ellsworthmaine.gov



TO: Ellsworth City Council
FROM: Michael Harris, Wastewater Superintendent
DATE: 2/11/2024
SUBJECT: Approval Request – Major Maintenance Service for Dewatering Centrifuge

Motion

Recommended Motion: The Ellsworth Public Works Director respectfully requests that the City Council approve the engineering services contract for the design, permitting, of the new Water Treatment Facility (WTF) for a total cost of \$1,420,000 and to approve the pilot study by Blueleaf Inc in the amount of \$200,000. The engineering services and pilot study will be funded through secured grants and loans, with additional funding applications to be submitted as needed.

Background

The Ellsworth Water Treatment Facility is an alternative filtration plant that treats water from Branch Lake and supplies all of the drinking water and fire protection needs within the City of Ellsworth's water distribution system. The treatment system consists of three parallel trains, each containing a pressure downflow clarifier followed by a pressure downflow triple media filter. Ultraviolet disinfection is utilized for primary disinfection, and sodium hypochlorite is added for residual disinfection.

The existing treatment facility on Clearwater Way suffers from numerous age-related issues, contributing to known compliance concerns, including ongoing exceedances of the Maximum Contaminant Level (MCL) for disinfection byproducts (DBP) and an unpermitted discharge from the existing backwash lagoons. These regulatory issues and the facility's deteriorating condition necessitate the construction of a new water treatment facility to reliably provide safe and regulatory-compliant drinking water for current and future demands.

Over the past year, Woodard & Curran (W&C) has completed a conceptual design of the new treatment facility, utilizing a planning grant awarded by the Drinking Water State Revolving Fund

(DWSRF). This effort included ongoing sampling and water quality analysis, evaluation of different treatment options, and conceptual design and cost estimating to support funding applications.

Pilot Study Scope:

The bench-scale study was completed in August 2024 and concluded that ferric chloride (FeCl₃) and Polyaluminum Chloride (Holland PCH-180) provided the highest removal of natural organic matter (NOM) and resulted in the lowest simulated DBP concentrations. As the next step in the treatment process evaluation, the City will begin piloting complete treatment trains to aid in final technology selection of the new treatment plant.

- **Task 1 – Pilot Implementation:** Blueleaf, Inc. will provide inclined plates from Meuer Research Incorporated (MRI), chemical feed systems for pH and coagulant addition, two pilot-scale gravity filters and control systems, a mobile laboratory for field analyses, and electrical connections from a licensed electrical subcontractor.
- **Task 2 – Pilot Operation:** Blueleaf, Inc. will provide operational oversight and monitoring of the pilot test and prepare log sheets for collecting and recording operational data. This data will be compiled with observations into a weekly report for review. Blueleaf will also perform minor repairs such as small leak fixes, chemical feed pump priming and recalibration, and cleaning of online meters.
- **Task 3 – Pilot Study Report:** Blueleaf, Inc. will prepare a Pilot Study Report summarizing the experimental approach, daily logs, results, and conclusions of the pilot study.

An initial three-week pilot test is planned for Spring 2025, followed by a two-week confirmation pilot test in Fall 2025, targeting periods of the year when water quality is typically at its worst.

Financial Details

The Pilot Study will be conducted by Blueleaf Inc. for the sum of \$200,000. For the Engineering to complete the Scope of Services, we propose a lump sum budget of \$1,420,000. A budget breakdown is included in the table below:

Phase	Contract 1 - Lagoons and Intake	Contract 2 - WTP
Site Investigation	\$20,000.00	\$20,000.00
Piloting Support	\$0.00	\$10,000.00
Design Basis Report	\$32,000.00	\$148,000.00
Preliminary Design	\$200,000.00	\$455,000.00
Final Design	\$100,000.00	\$270,000.00
Permitting/Regulatory Support	\$10,000.00	\$30,000.00
Project Management	\$20,000.00	\$50,000.00
Bidding and Award	\$10,000.00	\$25,000.00
Expenses	\$5,000.00	\$15,000.00

Subtotal	\$397,000.00	\$1,023,000.00
TOTAL	\$1,420,000.00	

Approval of these contracts will allow the City to move forward with the detailed design, permitting, and pilot study of the new Water Treatment Facility, ensuring compliance with regulatory standards, providing long-term sustainability, and securing the City's ability to provide safe drinking water for its residents.

Via Electronic Mail

February 11, 2025



Charlie Pearce, City Manager
City of Ellsworth
One City Hall Plaza
Ellsworth, ME 04605

Re: New Water Treatment Facility Design
Proposal for Engineering Services

Dear Charlie:

Thank you for the opportunity to provide a proposal for engineering services related to the design of a new water treatment facility to serve the City of Ellsworth.

BACKGROUND

The Ellsworth Water Treatment Facility is an alternative filtration plant that treats water from Branch Lake and supplies all of the drinking water and fire protection needs within the City of Ellsworth's water distribution system. The treatment system consists of three parallel trains with each train consisting of a pressure downflow clarifier followed by a pressure downflow triple media filter. Ultraviolet disinfection is utilized for primary disinfection and sodium hypochlorite is added for residual disinfection.

The existing treatment facility on Clearwater Way suffers from numerous issues from age-related deterioration and contributes to known compliance issues that must be resolved, including ongoing exceedances of the Maximum Contaminant Level (MCL) for disinfection by-products (DBP) and a long-standing matter of an unpermitted discharge from the existing backwash lagoons.

These factors have motivated the City to initiate the process of planning for a new water treatment facility (WTF) in order to reliably provide safe and regulatory compliant drinking water to meet current and projected future demands anticipated within the City.

Over the past year, Woodard & Curran (W&C) has completed a conceptual design of the new treatment facility utilizing a planning grant awarded by the Drinking Water State Revolving Fund (DWSRF). This work included ongoing sampling and water quality analysis, evaluation of different treatment options, and conceptual design and cost estimating to support funding applications. To date, the City has secured \$15,300,000 in a combination of loans and grants to fund the project, which has a total estimated cost of \$19,730,000. W&C will assist with the submission of another DWSRF application in 2025 to cover the additional required funds. A breakdown of project costs is included in Table 1 below.



TABLE 1 – TOTAL PROJECT COST ESTIMATE

	DWSRF	NBRC	CDS	MMBB/Local	Total
Contract 1 - Lagoon and Intake					
Construction		\$ 1,000,000	\$ 2,000,000	\$ 770,000	\$ 3,770,000
Contingency				\$ 710,000	\$ 710,000
Engineering Design	\$ 397,000				\$ 397,000
Construction Administration	\$ 138,000				\$ 138,000
Construction Oversight	\$ 120,000				\$ 120,000
Pilot					\$ -
Legal and Administrative					\$ -
Interim Interest				\$ 20,000	\$ 20,000
Contract 2 - WTP					
Construction	\$ 10,030,000				\$ 10,030,000
Contingency	\$ 1,980,000				\$ 1,980,000
Conceptual Design	\$ 300,000				\$ 300,000
Engineering Design	\$ 1,023,000				\$ 1,023,000
Construction Administration	\$ 392,000				\$ 392,000
Construction Oversight	\$ 410,000				\$ 410,000
Pilot	\$ 200,000				\$ 200,000
Legal and Administrative	\$ 20,000				\$ 20,000
Interim Interest	\$ 220,000				\$ 220,000
Totals	\$ 15,230,000	\$ 1,000,000	\$ 2,000,000	\$ 1,500,000	\$ 19,730,000

SCOPE OF SERVICES

The following Scope of Services summarizes the tasks we propose to complete as a part of this project to complete the piloting, preliminary and final design, permitting, and bidding phase services for the proposed new treatment facility. These tasks will be completed for two separate bidding packages. Contract 1 will include the design of adequately sized backwash storage lagoons, a spray irrigation system, and new raw water intake from Branch Lake. Contract 2 will include the remainder of the new WTF, including buildings, tankage, process equipment, and associated work. A breakdown of the costs for each contract is included in the budget section of this proposal.

Phase 1 – Site Investigations & Preliminary Work

This phase will include the completion of topographic survey, geotechnical investigation, wetlands mapping, and other site investigations necessary to support the construction of the new lagoons, the new intake from Branch Lake and the WTF. In 2017, some site investigation was completed to support the lagoon design which was progressing at that time. This included:

- A Class A soil survey, including 33 test pits, was completed in the areas of the lagoons and spray irrigation field.
- A geotechnical and hydrogeological evaluation, including eleven test borings and six piezometers, in the area of the proposed lagoons.
- An aerial survey was completed for the entire site.



It is anticipated that additional survey and borings will be collected in the area of the new WTF.

This phase will also include creation of base maps that include the topographic survey information and geotechnical investigation locations as well as available utility records and property boundary lines.

Phase 2 – Piloting Support

This phase will include the coordination and technical assistance necessary to facilitate the pilot-scale study to be completed by Blueleaf. The piloting is expected to occur in Spring 2025 with a confirmation test in Fall 2025. W&C will coordinate and oversee the installation of the pilot equipment, coordinate with Blueleaf on an ongoing basis, review the interim and final reports, and provide a recommendation to the City.

Phase 3 – Design Basis Report

In this phase, W&C will prepare a Design Basis Report (DBR) to summarize the purpose of the project and work performed to date; document the design criteria for the new facility, the recommended unit processes and supporting systems, and the associated permits that are anticipated to be required; and provide an updated cost estimate and project schedule. The DBR will initially be delivered to the City as a draft report. A meeting will be held with City staff and appropriate stakeholders to discuss the report and solicit feedback. Comments will be incorporated into a final version of the DBR that will be delivered to the City.

Phase 4 – Preliminary Design

This phase will include the preparation of preliminary process, mechanical, civil, structural, architectural, electrical, HVAC, plumbing, instrumentation and controls design drawings and a specification table of contents for Contract 1 and Contract 2. At this time, a revised cost estimate and schedule will also be prepared. Monthly workshops will be held with City staff and appropriate stakeholders to review critical components of the design and to solicit comments throughout this phase, including a workshop to review the completed preliminary design package.

Phase 5 – Final Design

This phase will include the preparation of final design drawings and specifications for Contract 1 and Contract 2. An updated cost estimate and schedule will also be prepared. This package will be submitted to the City and the Drinking Water Program for review. A meeting will be held with City staff and appropriate stakeholders to solicit final comments. Following this review and incorporation of comments, final bidding documents will be produced.

Phase 6 – Permitting and Regulatory Support

This phase will include all work necessary to prepare and file the required permits for the new WTF and lagoons. This may include permits from the Maine Department of Environmental Protection (Maine DEP), Maine Drinking Water Program, and US Army Corps of Engineers.



Phase 7 – Project Management

This phase occurs concurrently with the other phases outlined in this proposal and includes all tasks necessary to inform the City of project needs, monitor and control the design process, organize information and meetings, coordinate with subcontractors and in-house design staff, reach timely decisions to meet the project schedule, and technical oversight of project deliverables.

Phase 8 – Bidding Support

In this phase, W&C will advertise the project for bid, hold a pre-bid meeting, answer questions during bidding and address changes to the Contract Documents via an addenda, review bids and make a recommendation, and assist the City with award of the contract.

Phase 9 – Construction Administration/Inspection (not included at this time)

SCHEDULE

We propose to begin this Work upon receipt of a signed agreement. An estimated schedule is included in Table 2 below.

TABLE 2 – SCHEDULE

	Contract 1 - Lagoons and Intake	Contract 2 - New WTF
Spring Piloting	N/A	April 2025
Draft DBR	June 2025	September 2025
Final DBR	July 2025	October 2025
Confirmation Piloting	N/A	October 2025
Preliminary Design to City	November 2025	April 2026
Final Design to City	January 2026	July 2026
Bid Date	February 2026	September 2026
Contract Award	March 2026	October 2026



BUDGET

To complete the Scope of Services, we propose a lump sum budget of \$1,420,000. A budget breakdown is included in Table 3 below.

TABLE 3 – ENGINEERING BUDGET BREAKDOWN

Phase	Contract 1 - Lagoons and Intake	Contract 2 - WTP
1 - Site Investigation	\$ 20,000.00	\$ 20,000.00
2 - Piloting Support	\$ -	\$ 10,000.00
3 - Design Basis Report	\$ 32,000.00	\$ 148,000.00
4 - Preliminary Design	\$ 200,000.00	\$ 455,000.00
5 - Final Design	\$ 100,000.00	\$ 270,000.00
6 - Permitting/Regulatory Support	\$ 10,000.00	\$ 30,000.00
7 - Project Management	\$ 20,000.00	\$ 50,000.00
8 - Bidding and Award	\$ 10,000.00	\$ 25,000.00
9 - Expenses	\$ 5,000.00	\$ 15,000.00
Subtotal	\$ 397,000.00	\$ 1,023,000.00
TOTAL	\$	1,420,000.00

ASSUMPTIONS AND UNDERSTANDINGS

The following assumptions and understandings apply to the scope of work, schedule, and budget described herein.

- The survey, geotechnical work, and wetlands mapping that have been previously completed will be utilized to complete this work.
- The pilot duration will be a total of five weeks, with three weeks in Spring 2025 and two weeks in Fall 2025. The piloting equipment, operation, testing, and summary is to be completed by Blueleaf and is not included in this scope and will be submitted separately to the City.
- The new WTF will be constructed on the same site as the existing facility and the new lagoons. and the new spray irrigation will be located on the available land as noted in the Amendment to the Conservation Easement of the Branch Lake – Fenn Trust Parcel dated June 11, 2020.
- Permits
 - A Site Location of Development (SLOD) permit application was prepared in 2020 for the new lagoons but was not submitted. This application will be updated and submitted to the Maine DEP for approval as part this project.
 - There is an active National Pollutant Discharge Elimination Service (NPDES) permit for the existing spray irrigation system. This is based on the current waste stream containing aluminum and may need to be revised if a different coagulant is proposed for the new WTF.



- There is an active intake structure in Branch Lake that is used to convey water into the existing WTF. As part of the proposed project the intake structure may need to be modified or replaced, which is likely to require permitting approval from the US Army Corps of Engineers.
- Construction administration and oversight is not included in the scope of this work and will be added via a scope and fee adjustment following the completion of this scope.

CLOSING

We look forward to supporting the City on this important step to developing a reliable source of drinking water to support growth and economic development within the community. If our proposal is acceptable to you and you wish to proceed with the Scope of Services, please sign a copy of the attached Standard Terms and Conditions and return one copy to act as our Notice to Proceed. Please feel free to contact me if you have any questions regarding this proposal or require any further information.

Sincerely,

WOODARD & CURRAN, INC.

A handwritten signature in blue ink that reads "Brent M. Bridges".

Brent M. Bridges, PE
Senior Principal



PROFESSIONAL SERVICES AGREEMENT TERMS & CONDITIONS

The following Standard Terms and Conditions, together with the attached scope of services dated February 11, 2025 (the "Services"), constitute the terms of this agreement for professional and/or engineering services ("Agreement") between Woodard & Curran, Inc. (referred to herein as "Consultant"), and the City of Ellsworth ("Client"), with an address of 1 City Hall Plaza, Ellsworth, ME 04605, with respect to the performance of the Services and with respect to any additional or future agreed upon scopes of services that reference and incorporate this Agreement. The parties shall be individually and collectively referred to herein respectively as a "Party" or the "Parties".

WHEREAS, it is the desire of the Client to contract with the Consultant for the Services; and Consultant desires to perform the Services.

NOW THEREFORE, the parties hereto agree as follows:

1. The Services. Consultant shall perform the Services described in the attached proposal.

- 1.1 Assumptions. The Consultant's Services and the compensation are conditioned upon, and are subject to, the assumptions set forth in the attached proposal.
- 1.2 Change in Scope of Services. Client may, at any time, by written order, request changes to the scope of Services or work to be performed. If the scope of Services is changed in a manner that will increase or decrease Consultant's costs or the time required to perform the Services under this Agreement, there will be an equitable adjustment to this Agreement that must be signed by both parties.

2. Consultant's Responsibilities

- 2.1 Consultant shall be responsible for the following:
 - 2.1.1 Consultant will perform all work in accordance with the scope of Services set forth in the attached proposal.
 - 2.1.2 Consultant will perform all work in a professional manner that is consistent with other professionals performing similar work in the geographic area at the time services are rendered. No warranty, express or implied, is made or intended by Consultant's undertaking herein or its performance of services, and it is agreed that Consultant is not a fiduciary or municipal advisor to the Client.
 - 2.1.3 Consultant shall make reasonable professional efforts to comply with all applicable laws and regulations applicable to Consultant's performance of the Services.
 - 2.1.4 Consultant shall assign a project manager to act as Consultant's representative with respect to the Services to be rendered under this Agreement.
 - 2.1.5 Consultant shall have and maintain all applicable professional licenses and permits required to perform the Services.
 - 2.1.6 When providing technology-based services, Consultant shall maintain a data-security program that is consistent with industry standards, and will use processes and tools readily available in the marketplace. The parties recognize that due to constant advancements and rapidly changing risks inherent in the field of data technology, which are beyond the control of Consultant and Client, as long as Consultant observes the standard of care, Consultant is not responsible for any damages, claims, incidents pertaining to said data-security program.

3. Client's Responsibilities

- 3.1 Client shall do the following in a timely manner so as not to delay the services of Consultant:
 - 3.1.1 Designate in writing a person to act as Client's representative with respect to the Services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and

define Client's policies and decisions with respect to Consultant's Services. Such person shall have complete authority to bind Client financially with respect to the payment of the Services to be rendered under this Agreement.

3.1.2 Provide all criteria and full information as to Client's requirements for the project relative to the scope of Services (the "Project"), including design objectives and constraints, performance requirements, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in any drawings and specifications.

3.1.3 Provide Consultant with all available information pertinent to the Project including previous reports and any other documents and data relative to design or construction of the Project, all of which Consultant shall be entitled to use and rely upon with respect to the accuracy and completeness thereof, in performing the Services under this Agreement.

3.1.4 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Consultant; and provide written comments within a reasonable time so as not to delay the Services of Consultant.

3.1.5 Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that may affect the Services or timing of the Services.

3.1.6 Ensure Consultant, its agents and representatives have safe access to the Project site, buildings thereon, and other locations as required to perform the Services.

3.1.7 If applicable, retain its own Independent Registered Municipal Advisor ("IRMA") pursuant to the Municipal Advisor Rule of the Securities and Exchange Commission, and rely upon such advisor, it being the understanding that Consultant is not providing the services of an IRMA.

4. Subcontracts

4.1 If requested by Client, the Consultant will recommend that the Client engage the services of laboratories, testing services, specialized equipment providers, subconsultants, or other such third parties in connection with the Project. Payment to these third parties will be made directly by the Client and the Consultant is not responsible for the Client's use of such third parties or for such third parties' means and methods and will not be liable for their errors or omissions.

4.2 In the alternative, Consultant may subcontract any portion of the Services to a subcontractor, and the Consultant will add a surcharge as stated in the proposal or scope of service, or, if not so stated, a surcharge of 10% on invoices paid directly by the Consultant for laboratories, testing services, specialized equipment providers, subconsultants, or other such third-parties, and that surcharge will be reflected on Consultant's monthly invoices submitted to Client.

5. Billing and Payment

5.1 Client shall pay Consultant in accordance with the payment methods, rates, and charges set forth in the scope of Services set forth in the proposal or otherwise agreed upon. Consultant will submit monthly invoices for services rendered and expenses incurred during the previous period.

5.2 Payment will be due upon receipt of Consultant's invoice. Payments due Consultant and unpaid under the terms of this Agreement shall bear interest from thirty (30) days after the date payment is due at the rate of one and one half (1.5) percent per month and as permitted by applicable local law until paid in full. In the event that Consultant is compelled to take action to collect past due payments, the Client will reimburse Consultant for all costs and expenses of collection including, without limitation, all court costs and reasonable attorney's fees and costs.

5.3 If applicable, Reimbursable Expenses include actual expenditures made by Consultant, including, but not limited to:

5.3.1 transportation and living expenses incurred in connection with travel on behalf of the Client;

5.3.2 overnight or priority postage and costs for special handling of documents;

- 5.3.3 renderings and models requested by the Client;
 - 5.3.4 expense of overtime work requiring higher than regular rates;
 - 5.3.5 automobile expenses for personal vehicles at the prevailing Internal Revenue Service (IRS) reimbursement rate, plus toll charges, for travel in conduct of the work, or rental of vehicles plus gasoline and toll charges for traveling to conduct the work;
 - 5.3.6 use of company field vehicle will be charged according to Consultant's current rates;
 - 5.3.7 charges for materials and equipment provided directly by Consultant will be billed according to Consultant's current rates;
 - 5.3.8 purchase or rental of standard equipment and other supplies necessary to conduct the work;
 - 5.3.9 computer, drafting, typing and other services or labor provided by outside contract personnel or vendors.
- 5.4 If applicable, Miscellaneous Direct Expenses will be billed to the Client's project(s) each month at 3% (or as otherwise set forth in the scope of Services) of the current month's labor fee (including project contract labor fee) to compensate Consultant for expenditures for miscellaneous administrative costs such as production and communication/technological expenses incurred on the Client's project(s).
- 5.5 If the Project is suspended or abandoned in whole or part, Consultant shall be compensated for all services performed prior to receipt of written notice from the Client of such suspension or abandonment, together with Reimbursable Expenses and Miscellaneous Direct Expenses then due plus Project closeout costs actually incurred. If the Project is resumed after being suspended for more than three (3) months, Consultant's compensation shall be equitably adjusted between the Client and Consultant.
- 5.6 No deductions shall be made from Consultant's compensation on account of sums withheld from payments to contractors, nor shall payment to Consultant be contingent upon financing arrangements or receipt of payment from any third party.
- 5.7 If the Client fails to make payment when due Consultant for services, Reimbursable Expenses, or Miscellaneous Direct Expenses, Consultant may, upon seven days' written notice to Client, suspend performance of the Services under this Agreement. Unless payment in full is received by Consultant within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of Services, Consultant shall have no liability to Client for delay or damage caused to Client or others because of such suspension of Services.
- 5.8 If Client objects to all or part of any invoice, Client shall notify Consultant in writing within two weeks of the date of the invoice, and shall pay the portion of the invoice in accordance with Paragraph 5.2. Provided that an objection is made in good faith, the parties shall immediately make every effort to settle the disputed portion of the invoice. If the dispute is resolved in favor of Consultant, interest shall accrue on the unpaid portion of the invoice in accordance with Section 5.2 of this Agreement.
- 5.9 If circumstances or conditions not originally contemplated or known to Consultant are revealed and affect the Services, compensation, schedule, allocation of risks or other material terms of this Agreement, Consultant shall be entitled to an appropriate adjustment in its schedule, compensation or other terms of the Agreement in accordance with its standard rates. Changed conditions include, but are not limited to, the following: (i) change in the instructions or approvals given by Client that necessitate revisions in the instruments of service; (ii) decisions of the Client not rendered in a timely manner; (iii) significant change in the Project including, but not limited to, size, quality, complexity, Client's schedule or budget, or procurement method; (iv) failure of performance on the part of the Client or the Client's consultants or contractors; (v) revision of documents (drawings and/or specifications) to reflect construction cost modifications; (vi) modifications to any construction phase drawings and specifications due to changes in program, size, quality, complexity, schedule, construction cost, financing, or method of bidding; (vii) additional program, feasibility or planning studies for this or other project sites;

or (viii) enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to the Services.

6. Ownership and Use of Documents

- 6.1 All documents including drawings and specifications prepared or furnished by Consultant (and Consultant's subcontractors and subconsultants) pursuant to this Agreement are instruments of service in respect to the Project and Consultant shall retain an ownership and property interest therein whether or not the Project is completed. Client may take and retain copies for information and reference in connection with the use and occupancy of the Project by Client; however, such documents are not intended nor represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors and consultants, and Client shall defend and indemnify Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any verification or adaptation will entitle Consultant to further compensation rates to be agreed upon by Client and Consultant.
- 6.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of Consultant's rights under this section.

7. Limitation of Liability

- 7.1 The total liability, in the aggregate, of Consultant and Consultant's affiliates, subsidiaries, parent, officers, directors, employees, agents, subcontractors and subconsultants, and any of them, to Client and any one claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Consultant's Services, the Project or this Agreement, from any cause or causes whatsoever shall not exceed the greater of two times the fee for the applicable Services or the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Client's claims under Consultant's applicable insurance policies subject to the minimum stated policy limits set forth herein. This limitation shall apply regardless of available insurance coverage, cause(s) or theories of liability, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, or breach of warranty of Consultant or Consultant's affiliates, subsidiaries, parent, officers, directors, employees, agents or subcontractors or subconsultants, or any of them. Client may negotiate a higher limitation for additional consideration.
- 7.2 Neither Party shall be responsible or held liable to the other for special, punitive, exemplary, indirect, incidental or consequential damages, including, but not limited to, loss of profit, loss of investment, loss of product, business interruption, or liability for loss of use of facilities or Client's existing property, however the same may be caused.

8. Insurance

- 8.1 Consultant is protected by Workers' Compensation Insurance in statutory amounts; General Liability Insurance of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and Professional Liability Insurance of \$1,000,000 per claim and in the aggregate. Consultant will furnish client a certificate of insurance, upon written request, evidencing such coverage and limits, and list Client as a certificate holder. The Client and Consultant waive all of their and their respective insurers' rights of subrogation against each other to the extent any loss is covered by their applicable insurance policies. Furthermore, the Client shall require that any of its retained subcontractors list the Consultant as an additional insured on their applicable insurance policies, and that such subcontractors and their insurers waive their rights of subrogation against Consultant.

9. Indemnification Hold Harmless

- 9.1 Consultant agrees to indemnify and hold Client, its affiliates, subsidiaries, directors, shareholders, and employees harmless from and against all third-party claims resulting in a judgment, or damages ("Losses") to the proportionate extent such Losses are caused by Consultant's negligent acts or negligent omissions.
- 9.2 Client agrees to indemnify and hold Consultant, its affiliates, subsidiaries, directors, shareholders, and employees harmless from and against all third-party claims resulting in Losses to the proportionate extent such Losses are caused by Client's negligent acts or negligent omissions.

10. Delays/Force Majeure

10.1 Neither Party shall hold the other Party responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other Party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include but not be limited to weather affecting performance of services, floods, epidemics, pandemics, war, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, unanticipated Project site conditions, and inability, with reasonable diligence, to supply personnel, equipment, or material to the Project. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the Services. Delays within the scope of this provision which cumulatively exceed thirty (30) days in any six (6) month period shall, at the option of either Party, make this Agreement subject to termination or to renegotiation. Both parties acknowledge that Consultant does not have control over the review and approval times required by any public authorities that may have jurisdiction over the Project and any Project times shall be equitably adjusted by the parties to account for such review and approval process.

11. Estimates of Opinions of Cost

11.1 If applicable, any estimates or opinions of Project or construction costs are provided by Consultant on the basis of Consultant's experience and qualifications as a Consultant and represents its best judgment as an experienced and qualified Consultant familiar with the construction industry. Since Consultant has no control over the cost of labor, materials, equipment or services furnished by others or over competitive bidding or market conditions, it cannot guarantee that proposals, bid or actual Project costs or construction costs will not vary from any estimates or opinions of costs prepared by Consultant. Similarly, since Consultant has no control over building operation and/or maintenance costs, Consultant cannot and does not guarantee that the actual building system operating or maintenance costs will not vary from any estimates given by Consultant. No fixed limit of construction costs is established as a part of this Agreement.

12. Notice

12.1 All notices authorized or required between the parties, or required by any of the provisions herein, shall be given in writing and shall be sent by certified mail, return receipt requested, and deposited with an accepted postal service, postage prepaid, and addressed to the other Party at the address set forth in the first paragraph of this Agreement. Notices may also be given by personal delivery or sent via a regionally recognized overnight carrier (i.e. FedEx, UPS). Notices shall be deemed given when delivered.

13. Dispute Resolution

13.1 Step Negotiations. The parties shall attempt in good faith to resolve all disputes ("Controversy") promptly by negotiation, as follows. Any Party may give the other Party written notice of any Controversy not resolved in the normal course of business. Managers of both parties at levels at least one level above the Project personnel involved in the Controversy shall, within five business days after delivery of such notice, establish a plan to meet at a mutually acceptable time and place no later than ten business days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Controversy. If the matter has not been resolved within thirty days from the referral of the Controversy to the managers, or if no meeting has taken place within ten days after such referral, either Party may initiate mediation as provided hereinafter. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state Rules of Evidence.

13.2 Mediation. In the event that any Controversy arising out of or relating to this Agreement is not resolved in accordance with the procedures provided herein, such Controversy shall be submitted to mediation with a mutually agreed upon mediator. The mediation shall be filed at the regional office of the agreed upon mediator closest to the Project site. The mediation shall take place at a Consultant's office unless otherwise agreed to by the parties. If the mediation process has not resolved the Controversy within thirty days of the submission of the matter to mediation, or such longer period as the parties may agree to, the mediation process shall cease. All mediation documents and discussions pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state Rules of Evidence. Nothing herein shall limit the rights and remedies that the parties may have under this Agreement or under other legal and equitable proceedings.

14. Termination

- 14.1 Either Party shall have the right to terminate this Agreement with respect to the Project for convenience, at its option, by sending a written notice to the other Party ("Notice of Termination"). The Notice of Termination shall specify when and which services will be discontinued and when termination shall be effective, provided that no termination shall be effective less than ten (10) calendar days after receipt of the Notice of Termination. No later than thirty (30) calendar days after termination, Client shall pay Consultant for all Services performed and charges incurred prior to termination, including, without limitation, costs and expenses related to putting Project documents and analyses in order and rescheduling personnel and equipment.
- 14.2 Either Party shall have the right to terminate this Agreement for cause if the other Party commits a material breach of this Agreement and fails to cure such breach within ten (10) days. A notice containing specific reasons for termination ("Notice of Default") shall be sent to the defaulting Party, and both Parties shall cooperate in good faith to cure the default or defaults stated in the Notice of Default. Termination shall not be effective if the breach has been remedied within ten (10) days after the defaulting Party's receipt of the Notice of Default or the later date specified in the Notice of Default, or, if the defaulting Party has begun to cure such default within such period and such default cannot reasonably be cured within such period, if such defaulting Party diligently prosecutes curing such default to completion (provided that such provision shall not apply to Client's failure to timely pay an invoice). In the event of termination for cause, Consultant shall be paid the same as in the case of termination for convenience and the Parties shall have their remedies at law as to any other rights and obligations between them, subject to the other terms and conditions of this Agreement.

15. Health and Safety

- 15.1 Consultant and its employees shall follow health and safety precautions which meet federal, state and local regulations. If asked to conduct any activities which do not conform to said regulations, or which Consultant determines in its sole discretion to be unsafe or unhealthy, Consultant shall have the option to stop work immediately and inform Client of unacceptable health and safety conditions, and both Parties shall enter into good faith negotiations to remedy the unacceptable conditions. If no remedy can be agreed upon, Consultant may terminate this Agreement in accordance with Paragraph 14.1.
- 15.2 Consultant will not implement or be responsible for health or safety procedures for any other persons other than for its own employees. Consultant shall not share any responsibility for the acts or omissions of other parties on the Project or have control or charge of, or be responsible for safety precautions and programs of Client or other contractors. Unless otherwise agreed in the scope of Services, Consultant's observation and testing of portions of the work of other parties on a Project site shall not relieve such other parties from their responsibilities for performing their work in accordance with applicable plans, specifications, and health and safety requirements. Client agrees to notify such contractors or other parties accordingly.

16. Construction Contract Responsibilities

- 16.1 Where the scope of Services includes the performance of any Services during the construction phase of the Project, Consultant and Client agree to the following:
- 16.1.1 It is understood that the purpose of any such services (including any visits to the Project site) will be to enable Consultant to better perform the duties and responsibilities assigned to and undertaken by it as an experienced and qualified design professional, and to provide the Client with a greater degree of confidence that the completed work of Client's construction contractor(s) ("Contractor") will conform generally to the contract documents and has been implemented and preserved by Contractor(s). Consultant shall not, during such visits or as a result of any observations of construction, supervise, direct or have control over Contractor's(s') work nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing its (their) work. Consultant does not guarantee the performance of the construction contract by the Contractor(s), and does not assume responsibility for Contractor's(s') failure to furnish and perform its (their) work in accordance with the contract documents. Client shall include a requirement in all construction phase contracts requiring that the Contractor(s) shall indemnify, defend and hold the Consultant harmless from any and all claims, demands, causes of action, damages, costs, fines, penalties and expenses,

including attorneys' fees, property damage, environmental damage, bodily injury, personal injury, losses, or liability based on, arising out of or alleged to arise from the Contractor's(s') performance of the work described in the construction phase contracts.

16.1.2 If Consultant's contract with the Client so requires, Consultant shall review (or take other appropriate action in respect of) shop drawings, samples and other data which Contractor(s) is (are) required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents. Such review or other actions shall not extend to means, methods, techniques, sequences or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. Consultant's review or other actions, as described above, shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve the Contractor(s) of (a) its (their) obligations regarding review and approval of any such submittals; and (b) its (their) exclusive responsibility for the means, methods, sequences, techniques and procedures of construction, including safety of construction.

17. Environmental Conditions and Subsurface Risks

17.1 Where the scope of Services includes or requires on-site work, visits, investigations, or explorations, Consultant and Client agree to the following:

17.1.1 Hazardous Substances. Client acknowledges that Consultant has neither created nor contributed to the creation of any hazardous waste, hazardous substance, radioactive material, toxic pollutant, asbestos, or otherwise dangerous substance (collectively referred to as "Hazardous Substance"), or dangerous condition at the Project site. Consequently, Client agrees to defend, indemnify and hold Consultant harmless from and against any and all claims, damages, losses, fines, suits or causes of action relating to personal injury, property damage, non-compliance or liability arising under environmental laws including, but not limited to, RCRA, CERCLA or similar federal or state laws, to the extent that such claims are based on or arise from the existence or release of any Hazardous Substances.

17.1.2 Client's Duty to Notify Consultant of Hazards. Client shall provide Consultant with all information known to Client with respect to the existence or suspected existence of any Hazardous Substances at, on, or in close proximity to the Project site. Client will advise Consultant immediately of any information which comes into Client's possession regarding the existence of any such potentially hazardous substances, or any condition known to Client to exist in, on, under or in the vicinity of the Project site which might present a potential danger to human health or the environment.

17.1.3 Consultant shall take reasonable precautions for the health and safety of its employees while at the Project site with consideration for the available information regarding existing hazards.

17.1.4 Control of Project Site. Client acknowledges that it is now and shall remain in control of the Project site at all times. Consultant shall have no responsibility or liability for any aspect or condition of the Project site, now existing or hereafter arising or discovered. Consultant does not, by entry into an agreement with Client or its performance of services under any such agreements, assume any responsibility or liability with respect to the Project site; nor shall any liability or responsibilities be implied or inferred by reason of Consultant's performance of any work at the Project site.

17.1.5 Right of Entry. Unless otherwise agreed, Client will furnish right-of-entry on the land for Consultant to make the planned borings, explorations, or field tests. Consultant will take reasonable precautions to minimize damage to the land from use of equipment, but has not included in its fee the costs for restoration of damage that may result from Consultant's operations, or the operations of any person or entity engaged by Consultant in the performance of the Services under this agreement. If Consultant is required to restore the land to its former condition, such work will be accomplished and the costs, plus fifteen percent (15%), will be added to Consultant's fee.

17.1.6 Subsurface Risks. Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experience by personnel under the direction of a trained professional who functions in accordance with a professional standard of practice may fail to detect certain hidden conditions. For similar reasons, actual environmental,

geological, and geotechnical conditions that the Consultant properly inferred to exist between sampling points may differ significantly from those that actually exists. The Client acknowledges these risks.

17.1.7 Consultant will exercise reasonable and professional care in seeking to locate subterranean structures in the vicinity of proposed subsurface explorations at the Project site. Consultant will contact public utilities and review plans and information, if any, provided by public utilities, public agencies and Client. So long as Consultant observes such standard of care, Consultant will not be responsible for any unavoidable damage, injury, or interference with any subterranean structures, pipe, tank, cable or any other element or condition if not called to Consultant's attention prior to commencement of services or which is not shown, or accurately located, on plans furnished to Consultant by Client or by any other party, or which could not have been reasonably identified by Consultant.

18. Samples

18.1 Where the scope of Services involves the collection of non-hazardous or hazardous samples, Consultant and Client agree to the following:

18.1.1 Non-Hazardous Samples. Consultant will dispose of all soil, rock, water, and other samples thirty (30) days after submission of Consultant's initial report. Client may request, in writing, that any such samples be retained beyond such date, and in such case Consultant will ship such samples to the location designated by Client, at Client's expense. Consultant may, upon written request, arrange for storage of samples at Consultant's offices at mutually agreed storage charges. Consultant will not give Client prior notice of intention to dispose of samples.

18.1.2 Hazardous Samples. Although the Client shall have the obligation to dispose of any "hazardous" samples, if samples collected from the Project site contain substances defined as "hazardous" by federal, state, or local statutes, regulations, codes, or ordinances, Consultant shall, at its option, have the right to: (1) dispose of samples by contract with a qualified waste disposal contractor; (2) in accordance with Client's written directions, ship such samples by an appropriately licensed transporter to a licensed disposal site; or (3) return such samples by an appropriately licensed transporter, to Client. Client shall pay all costs and expenses associated with the collection, storage, transportation, and disposal of samples. If Client requests in writing, that any such sample be retained for a period in excess of thirty (30) days, Consultant will store such samples at Client's expense and Client will pay an additional fee as charged by Consultant in accordance with its standard laboratory schedule for storage of samples of a "hazardous substance."

19. Miscellaneous

19.1 This Agreement shall be governed and construed in accordance with the laws of the state where the Project is located.

19.2 Any action to enforce or interpret this Agreement shall be commenced or maintained only in the judicial or administrative tribunal in the jurisdiction of the state where the Project is located, and each Party waives any venue, convenient forum, removal, jurisdiction, or other rights to the contrary.

19.3 Section headings in this Agreement are included herein for convenience of reference only, and shall not constitute a part of the Agreement or for any other purpose.

19.4 The Client and Consultant respectively, bind themselves, their partners, successors, assigns and legal representatives to the other Party to this Agreement and to the partners, successors, assigns and legal representatives of such Party with respect to all covenants of this Agreement. Neither the Client nor Consultant shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

19.5 This Agreement represents the entire and integrated Agreement between the Client and Consultant, and supersedes all prior negotiations, representations or agreements, either written or oral, and may be amended only by written instruments signed by both Client and Consultant.

19.6 If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the parties.



19.7 The parties acknowledge and agree that, due to local licensing and other laws and regulations, Consultant may be required to perform services in the name of an affiliate or subsidiary for certain jurisdictions, primarily:

- a) Ohio, North Carolina, Virginia, Michigan, Vermont – Woodard & Curran Engineering and Geological Services, P.A.
- b) New York – Woodard & Curran Engineering and Geological Services, P.A. P.C.

In the event Client requests services in the states identified above, the parties agree and acknowledge that the requested services may be performed in the name of the affiliate or subsidiary identified above under the terms and conditions of this Agreement.

(Signatures on next page)



IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below

CONSULTANT:

WOODARD & CURRAN, INC.

By: _____

Printed: _____

Title: _____

Thereunto duly authorized

Date: _____

CLIENT:

CITY OF ELLSWORTH, ME

By: _____

Printed: _____

Title: _____

Thereunto duly authorized

Date: _____

Via Electronic Mail

February 11, 2025



Charlie Pearce, City Manager
City of Ellsworth
1 City Hall Plaza
Ellsworth, ME 04605

RE: Pilot-Scale Study for New Water Treatment Plant Design
Proposal for Piloting Services

Dear Charlie:

Enclosed is a proposal from Blueleaf, Inc. to perform piloting services for Surface Water Treatment Alternatives related to the design and treatment selection for the City's new Water Treatment Facility.

The bench-scale study was completed in August 2024 and concluded that ferric chloride (FeCl_3) and polyaluminum chloride (Holland PCH-180) provided the highest removal of NOM and resulted in the lowest simulated DBP concentrations. As the next step in the treatment process evaluation, it is recommended that the City begin piloting complete treatment trains to aid in final technology selection of the new treatment plant. Below is a summary of the pilot study scope.

Task 1 – Pilot Implementation

Blueleaf, Inc. will provide inclined plates from Meuer Research Incorporated (MRI), chemical feed systems for pH and coagulant addition, two pilot-scale gravity filters and control systems, mobile laboratory to complete field analyses, and electrical connections from a licensed electrical subcontractor.

Task 2– Pilot Operation

Blueleaf, Inc. will provide operational oversight and monitoring of the pilot test and prepare log sheets for collecting and recording operational data. This data will be compiled with observations into a weekly report that W&C will review to ensure that the goals of the pilot are being met. During the duration of the pilot, Blueleaf will be responsible for performing all minor repairs such as small leak repair, chemical feed pump priming and recalibration, and cleaning of the on-line meters.

An initial three week pilot test is to be conducted in the Spring on 2025, followed by a 2 week confirmation pilot test in the Fall of 2025 with the intent of operating the pilot during the two times of year where water quality has observed to be at its worst.

Task 3 – Pilot Study Report

Blueleaf, Inc. will prepare a Pilot Study Report which will include background information, methods including experimental approach and daily log of pilot operations, as well as results and conclusions of the pilot study.



The proposed budget for the piloting work is \$200,000, which has been included in the total project cost estimate.

If this proposal is acceptable to you, we will coordinate with Blueleaf, Inc. to get an Agreement executed between the City and Blueleaf, Inc.

Sincerely,

Woodard & Curran, Inc.

A handwritten signature in blue ink that reads "Brent M. Bridges".

Brent M. Bridges, PE
Senior Principal

Enclosure

Blueleaf Incorporated

PILOT TESTING FOR WATER AND WASTEWATER TREATMENT

57 DRESSER HILL ROAD
CHARLTON, MA 01507
(508) 248-7094 OFFICE
(508) 248-1650 FAX

December 6, 2024

Reilley Hicks, Engineer 1
Woodard & Curran
80 Exchange Street, Suite 400
Bangor, ME 04401
Via email to rhicks@woodardcurran.com

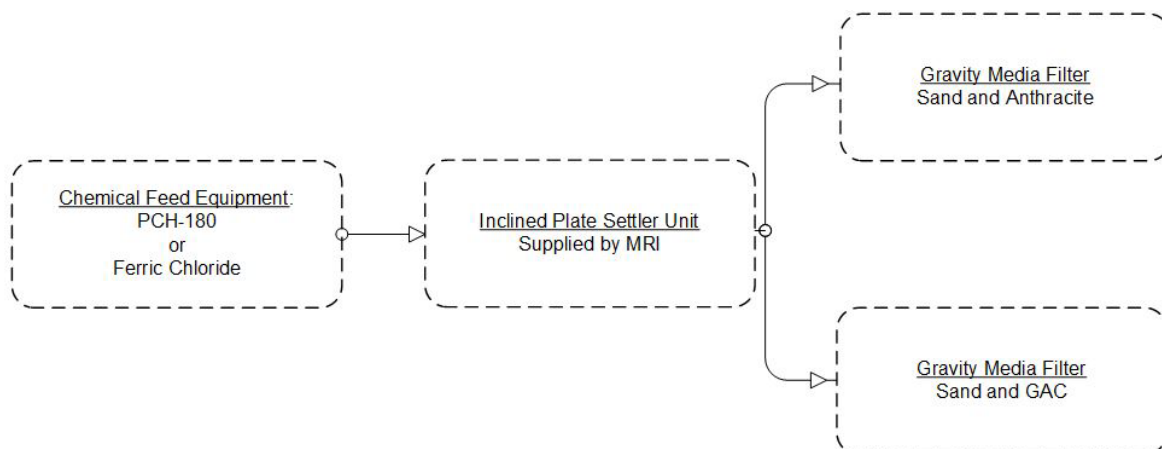
Re: Proposal for Pilot Services at Ellsworth Maine

Reilley:

Thank you for the opportunity to present the enclosed proposal for piloting Surface Water Treatment alternatives at the Branch Lake Water Treatment Plant in Ellsworth, ME. Pilot testing will evaluate and compare the effectiveness of two alternative coagulants and two filter media types with plate settling for the removal of turbidity and Natural Organic Matter from the Branch Lake water source. The proposal has been modified after our conversations on December 6 to include two seasons: an initial evaluation will be completed in the spring of 2025 to provide design data for coagulant type and dose and filter media type, and a demonstration study will be conducted in late summer or early Fall to confirm the effectiveness of the processes under high NOM conditions.

The process train will operate using raw water from the existing water treatment processes operating with a typical blend of raw waters and operating conditions. Major components of the process equipment are shown in Figure 1.

Figure 1: Pilot Equipment Components



The Scope of Work is detailed below.

Task 1.00: Pilot Test Protocol

Blueleaf, Inc. will provide descriptions and layout of proposed pilot equipment, piping connections and electrical requirements. Blueleaf will detail the field and laboratory test methods, and field and laboratory samples to be completed during each trial. The overall goals, strategy, and schedule are to be approved by W&C. The total duration of the testing is assumed to be six weeks, including time to startup and test individual processes.

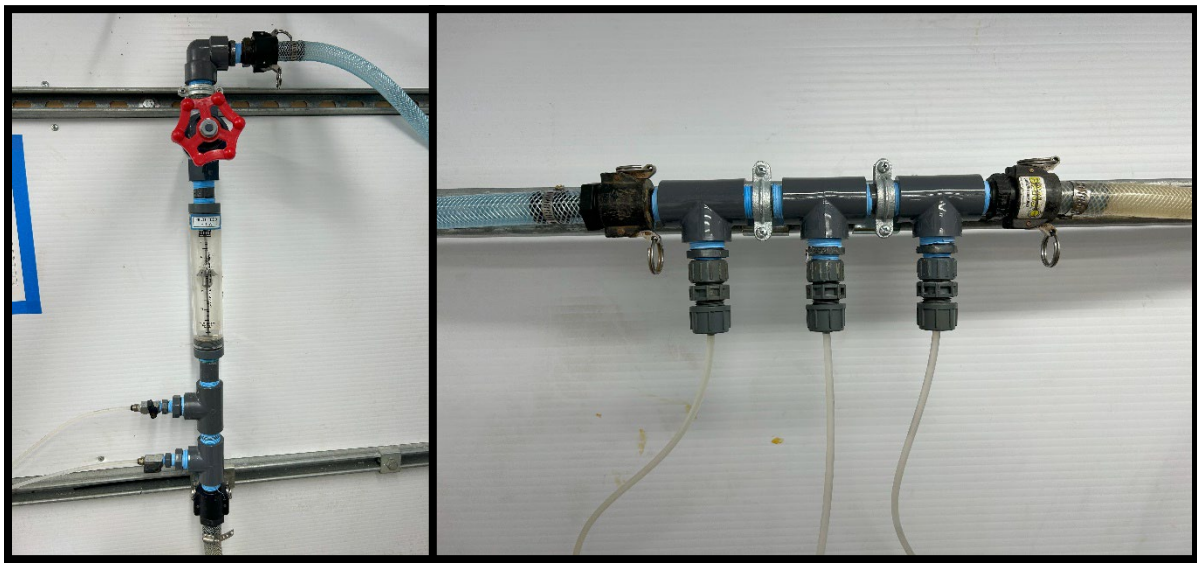
Task 2.01: Mobilize Inclined Plates

Blueleaf, Inc. will fabricate and provide an inclined plate settling (IPS) process housed in a 20-foot Conex container. Raw water flow will be controlled using a 0-5 gpm rotameter and 1" ball valve to maintain a flow of either 2.25 or 3.75 gpm during the pilot study.

Raw water will be chemically pretreated with PCH180 or ferric chloride and potassium hydroxide if needed to meet pH targets. Chemicals will be fed using Grundfos DDA positive displacement diaphragm dosing pumps with variable-speed drives. The pumps display the chemical feed rate in units of either milliliters per hour (mL/hr) or liters per hour (L/hr) with a maximum feed rate of 7.5 L/hr. The chemical feed rates are to be checked by calibrations and by monitoring the rates of chemical drawdown in the day tanks, as a check on the calculated feed rates.

Figure 1 shows the IPS flow control and chemical injection.

Figure 1: IPS Flow Control and Chemical Injection



A pH probe located in the coagulation mixing tank was connected to the SC200 controller providing a constant pH reading. Figure 2.06 shows the chemical feed pumps for the IPS process.

Figure 2: IPS Chemical Feed Pumps



The IPS process includes an 8-foot-long tank followed by a 5-foot-long plate settling tank. The tank operates at a depth of 18" to provide a volume of roughly 350 gallons, or 155 minutes of detention time when operated at 2.25 gpm. Figure 3 shows the IPS tank.

Figure 3: IPS Tank



The coagulated water flows into the plate settling tank through a perforated plate. The upper rectangular tank of the settle tank has dimensions of 60" long by 24" wide and operated at a depth of 18". The tank contains seven plates on the effluent end. Each plate was set at a 55° angle with a 2" space between plates. Figure 4 shows a side view of the seven plates in the settling tank.

Figure 4: IPS Settling Tank Plates



As seen in Figure 4, the pipe in the top left corner was perforated with large holes to provide an effluent weir. The top plate and weir are shown in Figure 5.

Figure 5: Top Plate and Effluent Weir on IPS



The plate loading rate was calculated using the projected horizontal area of 153.6 square inches in each of the 7 plates (7.5 sf total). Target Loading Rates of 0.3 gpm/sf will be achieved by operating the IPS system at 2.25 gpm and a Target Loading Rate of 0.5 gpm/sf will be achieved by operating the IS system at 3.75 gpm.

Below the rectangular plate settling tank is a triangular tank for sludge. Settled floc is collected in this tank and is wasted periodically by siphoning. IPS sludge will be discharged by gravity to a 1 ½" hose to be discharged on site in a location to be selected by the Owner or Engineer.

Clarified water from the plate settler flows by gravity into a 1 ½" pipe (Figure 6). A ¼" tap on the IPS effluent piping supplied IPS effluent by gravity to a Hach 1720E turbidimeter. All effluent was directed into a 1 ½" upright pipe that discharged out to a Clarified Water Storage Tank.

Figure 6: IPS Effluent Piping



Task 2.01 includes the fabrication and assembly of the IPS plate system inside the conex including online turbidity and pH control measurement, and the Inclined Plate Settler and associated piping and controls to make a complete and working system. Blueleaf to pay round trip shipping fees and will unload and block and level the plate settling system on site.

Task 2.02: Fabricate and Mobilize Chemical Feed Systems

Blueleaf, Inc. will provide chemical feed systems for pH addition and coagulant addition. Chemical feed systems will include day tanks, calibration columns, chemical metering pumps, and appurtenant tubing and controls as required.

Task 2.03: Fabricate and Mobilize Gravity Media Filters with Instrumentation

Blueleaf, Inc. will fabricate and install two pilot-scale filters and control systems with flowmeters, modulating valves and instrumentation necessary to monitor headloss, turbidity, and flowrate. Equipment will be similar to the filter shown in Figure 7 except only two filters will be included.

Approximately 10 feet of 1-inch Nylobraid tubing will be used to connect from the Clarified Water Storage Tank a filter header. The water surface elevation in the filters will be controlled by setting the elevation of an overflow tee with the target elevation to provide five feet of submergence. Excess water will exit out a 2-inch overflow hose into a drainage location identified by the Owner.

Task 2.04: Fabricate and Mobilize Appurtenances and Connections

Blueleaf, Inc. will provide piping, fittings, pumps, hoses, tanks, piping, instrumentation and labor to install a fully-functional pilot system.

Task 2.05: Fabricate and Mobilize Winter Protection and Enclosure

Blueleaf, Inc. will supply and install a temporary enclosure to protect the pilot equipment from the weather.

Task 2.06: Mobilize: Electrical Connections

Blueleaf, Inc. will procure the services of a licensed electrical subcontractor to provide electrical connections required for the pilot equipment and for 4 standard 110V/15A requirements of on-site field needs. This task is included as an allowance since the site has not been visited to identify availability of power or distances to pilot location.

Task 2.07: Mobilize - Connect Raw Water to Pilot Equipment

Blueleaf, Inc. will connect to the raw water at the full-scale facility to feed the pilot systems. Blueleaf will install Schedule 40 PVC pipe from a connection point identified by W&C and the Owner. Blueleaf assumes that the connection is of sufficient size and pressure to convey the raw water to the pilot location (approximately 2" connection with 40 psi of pressure). Budget assumes that the connection is available and the distance tot the pilot site is 100 feet or less.

Task 2.08: Mobilize - Connect Pilot Effluents to Permitted location

Blueleaf, Inc. will connect to a location for discharge of the untreated (RAW), treated, and residuals water from the pilot processes using Schedule 40 PVC from the pilot area to an area to be specified by W&C. Budget assumes that the discharge is within 100' and no pumping is required.

Task 2.09: Mobilize: Field Laboratory

Blueleaf, Inc. will provide a mobile laboratory to complete the proposed field analyses. All analytical equipment will be contained in an enclosed cargo-style trailer, to be located adjacent to the pilot equipment.

Task 3.00 to 3.06 - Rental of Pilot Equipment

Blueleaf to pay monthly rental costs for rented equipment and maintain all Blueleaf-owned equipment under Tasks 2.01 through 2.09.

Figure 7: Pilot Filters with Four Filters (two filter proposed for Ellsworth)



Task 4.0 - Pilot Operation

Blueleaf, Inc. will Operate Processes 5 days per week, no weekend coverage

- a. Provide operational oversight and monitoring of the pilot test as needed to maintain operation of all pilot equipment. Coordinate with Vendor's representatives.
- b. Manually transfer data from Vendor PLC to flash drive and email to Vendor daily.
- c. Monitor necessary parameters daily. Prepare log sheets for collecting and recording operational data.
- d. Mix chemical stock solutions as needed from stock chemicals. Set chemical feed pump rate to provide chemical concentrations prescribed by Engineer or Vendor. Check dose and calibration of pumps regularly. Purchase treatment chemicals as necessary for the pilot effort.
- e. Interface with Vendors for cleaning and/or backwash requirements at end of study.
- f. Adjust flow rate, DAF recycle, air saturation, ballast sand, chemical dose, bleed rate or other parameters as needed.
- g. Perform troubleshooting of all mechanical equipment as needed.
- h. Perform all minor repairs such as small leak repair, chemical feed pump priming and recalibration and cleaning of on line meters.
- i. Provide weekly report to Engineer with data collected and observations.
- j. Perform field testing as required by Protocol. All buffer solutions, reagent and miscellaneous supplies for field analyses will be supplied by Blueleaf, Inc. Field samples are to be collected and analyzed in accordance with generally-accepted field methods. The frequency of the field samples will be determined by field conditions.
- k. Collect all raw and computer data and backup daily. Maintain copy of all data off site.
- l. Maintain all rental equipment in working condition.
- m. Provide Engineer with copy of all raw data (computer files and data collection sheets) on a weekly basis.

Task 5.0 - Process Chemicals

Blueleaf, Inc. will purchase coagulants and other chemicals needed for the pilot scale operation and dispose of unused chemicals at the end of the study. This item is an allowance and will be billed at cost.

Task 6.0 – Partial Demobilization of Pilot Equipment

Blueleaf, Inc. will removal laboratory equipment and small process components required at other pilot sites and will pack pilot equipment for storage at the Ellsworth WTP site.

Task 7.0 - Demobilize Pilot Equipment

Blueleaf, Inc. will removal all pilot equipment from the site and return to Vendors or Blueleaf stock as required. Landscaping or pavement repairs, if needed, are not included.

Task 8.0 – Prepare Interim Report

Blueleaf, Inc. will prepare an interim report to discuss the methods and results from the Spring pilot effort. The format of the proposal will be similar to the final report detailed in Task 9.

Task 10.0 - Prepare Pilot Study Report

The pilot study report will include the following sections:

- Executive Summary, Table of Contents, List of Tables, List of Figures, Introduction, Background (source water quality, treatment alternatives, finished water quality goals)

- Methods (experimental approach, description of test equipment, analytical methods, daily log of pilot operations)
- Results and Discussion (source water testing, summary of operational trials, chemical feed rates, chlorine demands, performance of treatment processes, backwash water quality, filter pressure losses and filter run time)
- Conclusions
- Appendices (field data sheets, laboratory results, statistical analyses)

Task 10.00 and 11.00- Analyses

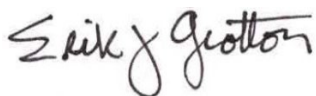
Blueleaf will prepare bottle orders, provide laboratory bottles, sample collection, laboratory analysis fees, and laboratory data for samples required in the approved protocol. Laboratory samples are to be collected in accordance with the Schedule of Values.

Terms and Costs

1. An estimate for the project is shown on the attached "Budget and Draft AIA Schedule of Values".
2. Miscellaneous expenses for items not included in the Scope of Work will be invoiced at cost + 15%.
3. Note that estimated durations included in the Schedule of Values do not imply a not-to-exceed value. The estimate has been proposed without an approved pilot protocol, and the quantities may change to reflect actual project requirements.
4. Insurance Coverage will be provided in accordance with the attached Certificate of Insurance.
5. Payment Terms are 100% Net 30 Days. Pay-when-paid terms may be acceptable if the billing schedule from Blueleaf to Engineer and Engineer to the Owner is detailed and the Owner has received funding and authorization to distribute payment.
6. Exclusive of any Federal, State, Manufacturer's Use Tax or any other taxes which may be applicable, and contingent upon receipt of appropriate tax exempt form.
7. Exclusive of any permits required, including discharge permit, building permit.
8. Exclusive of any bonds.
9. Proposal is valid for ninety (90) days.
10. Schedule provided in the "Budget and Draft AIA Schedule of Values" is one possible schedule that is available at the time this proposal is prepared. The actual study schedule will require acceptance of this proposal, completion of the testing plan or protocol and completion of the Subcontract Agreement.
11. Work to be performed during normal business hours (7:00 AM to 3:30 PM) Monday to Friday.
12. Labor to provide or prepare additional information for the project, such as Engineer Subcontractor Qualifications or site-specific safety plans will be invoiced at \$135 per hour.

Thank you for this opportunity. Feel free to call me at any time to discuss this proposal.

Sincerely,



Erik J. Grotton, P.E., President
Blueleaf, Inc.

A	B	C	D	E	F	G	H	I	J	K	L	M	N
		BUDGET				FROM PREVIOUS APPLICATION (H-J)		THIS PERIOD		TOTAL COMPLETED TO DATE		REMAINING	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED QUANTITY	UM	UNIT COST	SCHEDULED VALUE	QTY	VALUE	QTY	VALUE	QTY	VALUE	QTY	BALANCE TO FINISH (C-G)
1.00	Prepare Pilot Test Protocol, Equipment Description, Experiment	1	LS	\$ 1,200.00	\$ 1,200.00			0 \$	-	0 \$	-	1 \$	1,200.00
2.01	Mobilize - Inclined Plates	1	LS	\$ 18,300.00	\$ 18,300.00			0 \$	-	0 \$	-	1 \$	18,300.00
2.02	Mobilize - (3) Chemical Feed Systems	1	LS	\$ 11,700.00	\$ 11,700.00			0 \$	-	0 \$	-	1 \$	11,700.00
2.03	Mobilize - (2) Gravity Media Filters with Instrumentation	1	LS	\$ 11,000.00	\$ 11,000.00			0 \$	-	0 \$	-	1 \$	11,000.00
2.04	Mobilize - Appurtenances and Connections	1	LS	\$ 23,100.00	\$ 23,100.00			0 \$	-	0 \$	-	1 \$	23,100.00
2.05	Mobilize - Enclosure	1	LS	\$ 20,000.00	\$ 20,000.00			0 \$	-	0 \$	-	1 \$	20,000.00
2.06	Mobilize - Electrical (ALLOWANCE)	1	LS	\$ 2,000.00	\$ 2,000.00			0 \$	-	0 \$	-	1 \$	2,000.00
2.07	Mobilize - Connect Raw Water to Pilot	1	LS	\$ 4,500.00	\$ 4,500.00			0 \$	-	0 \$	-	1 \$	4,500.00
2.08	Mobilize - Connect effluents to permitted residuals drain	1	LS	\$ 3,500.00	\$ 3,500.00			0 \$	-	0 \$	-	1 \$	3,500.00
2.09	Mobilize - Field Laboratory	1	LS	\$ 16,500.00	\$ 16,500.00			0 \$	-	0 \$	-	1 \$	16,500.00
3.01	Rental and Maintenance - IPS Pilot System	31	DAYS	\$ 125.00	\$ 3,875.00			0 \$	-	0 \$	-	31 \$	3,875.00
3.02	Rental and Maintenance - Chemical Feed Systems	31	DAYS	\$ 50.00	\$ 1,550.00			0 \$	-	0 \$	-	31 \$	1,550.00
3.03	Rental and Maintenance - Filters with Instrumentation	31	DAYS	\$ 50.00	\$ 1,550.00			0 \$	-	0 \$	-	31 \$	1,550.00
3.04	Rental and Maintenance - Appurtenances and Connections	31	DAYS	\$ 22.00	\$ 682.00			0 \$	-	0 \$	-	31 \$	682.00
3.05	Rental and Maintenance - Enclosure and Winter Protection	0	DAYS	\$ 50.00	\$ -			0 \$	-	0 \$	-	0 \$	-
3.06	Rental and Maintenance - Field Laboratory	31	DAYS	\$ 50.00	\$ 1,550.00			0 \$	-	0 \$	-	31 \$	1,550.00
4.01	Daily Operation, Weekdays												
4.02	Process Engineer	25	DAY	\$ 1,600.00	\$ 40,000.00			0 \$	-	0 \$	-	25 \$	40,000.00
4.03	Mechanical	5	DAY	\$ 1,000.00	\$ 5,000.00			0 \$	-	0 \$	-	5 \$	5,000.00
4.04	Daily Operation, Weekends												
4.05	Process Engineer	0	DAY	\$ 2,400.00	\$ -			0 \$	-	0 \$	-	0 \$	-
4.06	Mechanical	0	DAY	\$ 1,500.00	\$ -			0 \$	-	0 \$	-	0 \$	-
5.00	Process Chemicals purchase and disposal (ALLOWANCE)	1	LS	\$ 500.00	\$ 500.00			0 \$	-	0 \$	-	1 \$	500.00
6.00	Partial Demobilization for idle period	1	LS	\$ 1,500.00	\$ 1,500.00								
7.00	Demobilize System	1	LS	\$ 4,500.00	\$ 4,500.00			0 \$	-	0 \$	-	1 \$	4,500.00
8.00	Interim Report	1	LS	\$ 4,500.00	\$ 4,500.00								
9.00	Prepare Pilot Report	1	LS	\$ 8,500.00	\$ 8,500.00			0 \$	-	0 \$	-	1 \$	8,500.00
10.00	FIELD ANALYSES												
10.01	<u>Chemical Analyses - Field</u>												
10.02	Total Iron - Field	5	EA	\$ 1.00	\$ 5.00			0 \$	-	0 \$	-	5 \$	5.00
10.03	Dissolved Iron - Field	5	EA	\$ 1.00	\$ 5.00			0 \$	-	0 \$	-	5 \$	5.00
10.04	Total Manganese - Field	5	EA	\$ 1.00	\$ 5.00			0 \$	-	0 \$	-	5 \$	5.00
10.05	Dissolved Manganese - Field	5	EA	\$ 1.00	\$ 5.00			0 \$	-	0 \$	-	5 \$	5.00
10.06	Total Chlorine - Field	0	EA	\$ 1.00	\$ -			0 \$	-	0 \$	-	0 \$	-
10.07	Free Chlorine - Field	0	EA	\$ 1.00	\$ -			0 \$	-	0 \$	-	0 \$	-
10.08	Dissolved Oxygen - Field	0	EA	\$ 1.00	\$ -			0 \$	-	0 \$	-	0 \$	-
10.09	pH - Field	105	EA	\$ 1.00	\$ 105.00			0 \$	-	0 \$	-	105 \$	105.00
10.10	UV254 Abs - Field	225	EA	\$ 1.00	\$ 225.00			0 \$	-	0 \$	-	225 \$	225.00
10.11	Apparent Color - Field	125	EA	\$ 1.00	\$ 125.00			0 \$	-	0 \$	-	125 \$	125.00
10.12	True Color - Field	125	EA	\$ 1.00	\$ 125.00			0 \$	-	0 \$	-	125 \$	125.00
10.13	Turbidity - Continous	0	EA	\$ -	\$ -			0 \$	-	0 \$	-	0 \$	-
10.14	pH - Continous	0	EA	\$ -	\$ -			0 \$	-	0 \$	-	0 \$	-
10.15	Dissolved Oxygen - Continous	0	EA	\$ -	\$ -			0 \$	-	0 \$	-	0 \$	-
10.16	ORP - Continous	0	EA	\$ -	\$ -			0 \$	-	0 \$	-	0 \$	-
10.17	BW Settling Rate - Field	0	EA	\$ 4.00	\$ -			0 \$	-	0 \$	-	0 \$	-
10.18	Mn - Graphite Furnace	0	EA	\$ 5.00	\$ -			0 \$	-	0 \$	-	0 \$	-
10.19	Fe - Graphite Furnace	0	EA	\$ 5.00	\$ -			0 \$	-	0 \$	-	0 \$	-
10.20	Al - Graphite Furnace	0	EA	\$ 5.00	\$ -			0 \$	-	0 \$	-	0 \$	-
10.21	As - Graphite Furnace	0	EA	\$ 5.00	\$ -			0 \$	-	0 \$	-	0 \$	-
10.22	Cu - Graphite Furnace	0	EA	\$ 5.00	\$ -			0 \$	-	0 \$	-	0 \$	-
10.23	Pb - Graphite Furnace	0	EA	\$ 5.00	\$ -			0 \$	-	0 \$	-	0 \$	-
10.24	Zn - Graphite Furnace	0	EA	\$ 5.00	\$ -			0 \$	-	0 \$	-	0 \$	-
10.25	TOC - Seivers	125	EA	\$ 5.00	\$ 625.00			0 \$	-	0 \$	-	125 \$	625.00
10.26	DOC - Seivers	0	EA	\$ 5.00	\$ -			0 \$	-	0 \$	-	0 \$	-
10.27	Alkalinity - Field	25	EA	\$ 20.00	\$ 500.00			0 \$	-	0 \$	-	25 \$	500.00
10.28	CO2 - Field	25	EA	\$ 20.00	\$ 500.00			0 \$	-	0 \$	-	25 \$	500.00
10.29	ORP - Field	0	EA	\$ 2.00	\$ -			0 \$	-	0 \$	-	0 \$	-
10.30	SDS Prep, hold, read	15	EA	\$ 85.00	\$ 1,275.00			0 \$	-	0 \$	-	15 \$	1,275.00

A	B	C	D	E	F	G	H	I	J	K	L	M	N
		BUDGET				FROM PREVIOUS APPLICATION (H-J)		THIS PERIOD		TOTAL COMPLETED TO DATE		REMAINING	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED QUANTITY	UM	UNIT COST	SCHEDULED VALUE	QTY	VALUE	QTY	VALUE	QTY	VALUE	QTY	BALANCE TO FINISH (C-G)
10.31	Titrate pH to 9 s.u.	0	EA	\$ 25.00	\$ -			0	\$ -	0	\$ -	0	\$ -
10.32	Aerate and Titrate to pH 9 s.u.	0	EA	\$ 25.00	\$ -			0	\$ -	0	\$ -	0	\$ -
10.33	Conductivity - Field	0	EA	\$ 1.00	\$ -			0	\$ -	0	\$ -	0	\$ -
10.34	BART	0	EA	\$ 25.00	\$ -			0	\$ -	0	\$ -	0	\$ -
11.00	LABORATORY ANALYSES												
11.01	<u>Unassociated Laboratory Analyses</u>												
11.02	Turbidity	0	EA	\$ 21.00	\$ -			\$ -	\$ -	0	\$ -	0	\$ -
11.03	Color, apparent	0	EA	\$ 21.00	\$ -			\$ -	\$ -	0	\$ -	0	\$ -
11.04	Coliform	0	EA	\$ 55.00	\$ -			\$ -	\$ -	0	\$ -	0	\$ -
11.05	HPC	0	EA	\$ 38.00	\$ -			\$ -	\$ -	0	\$ -	0	\$ -
11.06	Total Suspended Solids	15	EA	\$ 25.00	\$ 375.00			\$ -	\$ -	0	\$ -	15	\$ 375.00
11.07	Settleable Solids	0	EA	\$ 40.25	\$ -			\$ -	\$ -	0	\$ -	0	\$ -
11.08	RCRA 8 Metals	0	EA	\$ 97.75	\$ -			\$ -	\$ -	0	\$ -	0	\$ -
11.09	Chlorine Residual, Free	0	EA	\$ 40.00	\$ -			\$ -	\$ -	0	\$ -	0	\$ -
11.10	Chlorine Residual, Total	0	EA	\$ 40.00	\$ -			\$ -	\$ -	0	\$ -	0	\$ -
11.11	Iron, Dissolved	0	EA	\$ 40.00	\$ -			\$ -	\$ -	0	\$ -	0	\$ -
11.12	Manganese, Dissolved	0	EA	\$ 40.00	\$ -			\$ -	\$ -	0	\$ -	0	\$ -
11.13	Simulated Distribution Systems (SDS)	0	EA	\$ 150.00	\$ -			\$ -	\$ -	0	\$ -	0	\$ -
11.14	TTHM (USEPA 524.2)	15	EA	\$ 110.00	\$ 1,650.00			\$ -	\$ -	0	\$ -	15	\$ 1,650.00
11.15	HAA (USEAP 552.2)	15	EA	\$ 215.00	\$ 3,225.00			\$ -	\$ -	0	\$ -	15	\$ 3,225.00
11.16	VOC EPA 524.2	0	EA	\$ 220.00	\$ -			\$ -	\$ -	0	\$ -	0	\$ -
11.17	1,4-dioxane	0	EA	\$ 290.00	\$ -			\$ -	\$ -	0	\$ -	0	\$ -
11.18	PFAS (537.1)	0	EA	\$ 335.00	\$ -			\$ -	\$ -	0	\$ -	0	\$ -
11.19	PFAS (537.1) - Extract & Hold	0	EA	\$ 60.00	\$ -			\$ -	\$ -	0	\$ -	0	\$ -
11.20	PFAS (537.1) - Sample & Hold	0	EA	\$ 12.00	\$ -			\$ -	\$ -	0	\$ -	0	\$ -
11.21	CONTINGENCY for Extract & Hold	0	EA	\$ 275.00	\$ -			\$ -	\$ -	0	\$ -	0	\$ -
11.22	CONTINGENCY for Sample & Hold	0	EA	\$ 323.00	\$ -			\$ -	\$ -	0	\$ -	0	\$ -
11.23	PFAS (533)	0	EA	\$ 368.00	\$ -			\$ -	\$ -	0	\$ -	0	\$ -
11.24	PFAS (533) - Extract & Hold	0	EA	\$ 60.00	\$ -			\$ -	\$ -	0	\$ -	0	\$ -
11.25	PFAS (533) - Sample & Hold	0	EA	\$ 12.00	\$ -			\$ -	\$ -	0	\$ -	0	\$ -
11.26	CONTINGENCY for Extract & Hold	0	EA	\$ 308.00	\$ -			\$ -	\$ -	0	\$ -	0	\$ -
11.27	CONTINGENCY for Sample & Hold	0	EA	\$ 356.00	\$ -			\$ -	\$ -	0	\$ -	0	\$ -
11.28	Phosphate	0	EA	\$ 45.00	\$ -			\$ -	\$ -	0	\$ -	0	\$ -
11.29	Bromate	0	EA	\$ 195.00	\$ -			\$ -	\$ -	0	\$ -	0	\$ -
11.30	UV254 Absorbance	0	EA	\$ 60.00	\$ -			\$ -	\$ -	0	\$ -	0	\$ -
11.31	Total Organic Carbon (TOC)	0	EA	\$ 69.00	\$ -			\$ -	\$ -	0	\$ -	0	\$ -
11.32	Dissolved Organic Carbon (DOC)	0	EA	\$ 74.75	\$ -			\$ -	\$ -	0	\$ -	0	\$ -
11.33	Silica as SiO2	0	EA	\$ 26.00	\$ -			\$ -	\$ -	0	\$ -	0	\$ -
11.34	Carbon Dioxide (CO2, Lab)	0	EA	\$ 45.00	\$ -			\$ -	\$ -	0	\$ -	0	\$ -
11.35	Hardness, Total	0	EA	\$ 50.00	\$ -			\$ -	\$ -	0	\$ -	0	\$ -
11.36	Conductivity	0	EA	\$ 18.00	\$ -			\$ -	\$ -	0	\$ -	0	\$ -
11.37	Acidity	0	EA	\$ 24.00	\$ -			\$ -	\$ -	0	\$ -	0	\$ -
11.38	Corrosivity, LSI	0	EA	\$ 45.00	\$ -			\$ -	\$ -	0	\$ -	0	\$ -
11.39	Alkalinity, total	0	EA	\$ 28.00	\$ -			\$ -	\$ -	0	\$ -	0	\$ -
11.40	pH	2	EA	\$ 20.00	\$ 40.00			\$ -	\$ -	0	\$ -	2	\$ 40.00
11.41	Total Dissolved Solids	2	EA	\$ 28.00	\$ 56.00			\$ -	\$ -	0	\$ -	2	\$ 56.00
11.42	Calcium (Ca)	0	EA	\$ 18.00	\$ -			\$ -	\$ -	0	\$ -	0	\$ -
11.43	<u>Inorganics, IOC's</u>												
11.44	Antimony (Sb)	2	EA	\$ 25.00	\$ 50.00			\$ -	\$ -	0	\$ -	2	\$ 50.00
11.45	Arsenic (As)	2	EA	\$ 17.50	\$ 35.00			\$ -	\$ -	0	\$ -	2	\$ 35.00
11.46	Barium (Ba)	2	EA	\$ 25.00	\$ 50.00			\$ -	\$ -	0	\$ -	2	\$ 50.00
11.47	Beryllium (Be)	2	EA	\$ 25.00	\$ 50.00			\$ -	\$ -	0	\$ -	2	\$ 50.00
11.48	Cadmium (Cd)	2	EA	\$ 25.00	\$ 50.00			\$ -	\$ -	0	\$ -	2	\$ 50.00
11.49	Chromium (Cr)	2	EA	\$ 25.00	\$ 50.00			\$ -	\$ -	0	\$ -	2	\$ 50.00
11.50	Cyanide(CN-)	2	EA	\$ 45.00	\$ 90.00			\$ -	\$ -	0	\$ -	2	\$ 90.00
11.51	Fluoride (F-)	2	EA	\$ 60.00	\$ 120.00			\$ -	\$ -	0	\$ -	2	\$ 120.00
11.52	Mercury (Hg)	2	EA	\$ 48.00	\$ 96.00			\$ -	\$ -	0	\$ -	2	\$ 96.00
11.53	Nickel (Ni)	2	EA	\$ 25.00	\$ 50.00			\$ -	\$ -	0	\$ -	2	\$ 50.00
11.54	Selenium (Se)	2	EA	\$ 25.00	\$ 50.00			\$ -	\$ -	0	\$ -	2	\$ 50.00
11.55	Sodium (Na)	2	EA	\$ 25.00	\$ 50.00			\$ -	\$ -	0	\$ -	2	\$ 50.00

Schedule of Values
Pilot Study at Branch Water Treatment Plant - Ellsworth ME

Blueleaf Budget
December 06, 2024

A	B	C	D	E	F	G	H	I	J	K	L	M	N
		BUDGET				FROM PREVIOUS APPLICATION (H+J)		THIS PERIOD		TOTAL COMPLETED TO DATE		REMAINING	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED QUANTITY	UM	UNIT COST	SCHEDULED VALUE	QTY	VALUE	QTY	VALUE	QTY	VALUE	QTY	BALANCE TO FINISH (C-G)
11.56	Thalium (Th)	2	EA	\$ 25.00	\$ 50.00				\$ -	0	\$ -	2	\$ 50.00
11.57	<u>Sanitary</u>												
11.58	Sodium (Na)	2	EA	\$ 17.50	\$ 35.00				\$ -	0	\$ -	2	\$ 35.00
11.59	Calcium (Ca)	2	EA	\$ 32.00	\$ 64.00				\$ -	0	\$ -	2	\$ 64.00
11.60	Magnesium (Mg)	2	EA	\$ 32.00	\$ 64.00				\$ -	0	\$ -	2	\$ 64.00
11.61	Potassium (K)	2	EA	\$ 32.00	\$ 64.00				\$ -	0	\$ -	2	\$ 64.00
11.62	Hardness	2	EA	\$ 51.00	\$ 102.00				\$ -	0	\$ -	2	\$ 102.00
11.63	Sulfate (SO4-)	2	EA	\$ 40.00	\$ 80.00				\$ -	0	\$ -	2	\$ 80.00
11.64	Nitrite (NO2-)	2	EA	\$ 34.00	\$ 68.00				\$ -	0	\$ -	2	\$ 68.00
11.65	Nitrate (NO3-)	2	EA	\$ 32.00	\$ 64.00				\$ -	0	\$ -	2	\$ 64.00
11.66	Ammonia (NH4+)	2	EA	\$ 40.00	\$ 80.00				\$ -	0	\$ -	2	\$ 80.00
11.67	<u>Secondaries</u>												
11.68	Aluminum (Al)	2	EA	\$ 32.00	\$ 64.00				\$ -	0	\$ -	2	\$ 64.00
11.69	Chloride (Cl-)	2	EA	\$ 39.00	\$ 78.00				\$ -	0	\$ -	2	\$ 78.00
11.70	True Color	2	EA	\$ 39.00	\$ 78.00				\$ -	0	\$ -	2	\$ 78.00
11.71	Copper	2	EA	\$ 32.00	\$ 64.00				\$ -	0	\$ -	2	\$ 64.00
11.72	Corrosivity	2	EA	\$ 32.00	\$ 64.00				\$ -	0	\$ -	2	\$ 64.00
11.73	Fluoride (F-)	2	EA	\$ 55.00	\$ 110.00				\$ -	0	\$ -	2	\$ 110.00
11.74	Foaming Agents	2	EA	\$ 91.00	\$ 182.00				\$ -	0	\$ -	2	\$ 182.00
11.75	Iron (Fe)	2	EA	\$ 32.00	\$ 64.00				\$ -	0	\$ -	2	\$ 64.00
11.76	Manganese (Mn)	2	EA	\$ 32.00	\$ 64.00				\$ -	0	\$ -	2	\$ 64.00
11.77	MTBE	2	EA	\$ 190.00	\$ 380.00				\$ -	0	\$ -	2	\$ 380.00
11.78	Odor	2	EA	\$ 32.00	\$ 64.00				\$ -	0	\$ -	2	\$ 64.00
11.79	pH	2	EA	\$ 21.00	\$ 42.00				\$ -	0	\$ -	2	\$ 42.00
11.80	Silver (Ag)	2	EA	\$ 32.00	\$ 64.00				\$ -	0	\$ -	2	\$ 64.00
11.81	Sulfate (SO4)	0	EA	\$ 40.00	\$ -				\$ -	0	\$ -	0	\$ -
11.82	TDS	2	EA	\$ 32.00	\$ 64.00				\$ -	0	\$ -	2	\$ 64.00
11.83	Zinc (Zn)	2	EA	\$ 32.00	\$ 64.00				\$ -	0	\$ -	2	\$ 64.00
11.84	<u>Laboratory Preparation & Other</u>												
11.85	GAC Iodine Number	0	EA	\$ 243.75	\$ -				\$ -	0	\$ -	0	\$ -
11.86	Iodine Shipping	0	EA	\$ 160.00	\$ -				\$ -	0	\$ -	0	\$ -
11.87	Laboratory Sample Disposal	0	EA	\$ 8.00	\$ -				\$ -	0	\$ -	0	\$ -
11.88	Laboratory Sample Filtration	0	EA	\$ 30.00	\$ -				\$ -	0	\$ -	0	\$ -
11.89	Total Metals Lab Prep	0	EA	\$ 17.50	\$ -				\$ -	0	\$ -	0	\$ -
11.90	Dissolved Metals Lab Prep	0	EA	\$ 17.50	\$ -				\$ -	0	\$ -	0	\$ -
11.91	Laboratory Contingency	1	LS	\$ 2,789.00	\$ 2,789.00				\$ -	0	\$ -	1	\$ 2,789.00
TOTALS					\$ 200,000.00		\$ -		\$ -		\$ -	0%	\$ 200,000.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/27/2024

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

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gaudette Insurance Agency, Inc. 1 Plummers Corner Whitinsville MA 01588	CONTACT NAME: Michael C. Devish PHONE (A/C, No, Ext): 508-266-6441 E-MAIL ADDRESS: mdevish@gaudette-insurance.com FAX (A/C, No): 508-234-8121
INSURED BlueLeaf Inc 57 Dresser Hill Road Charlton MA 01507	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: Allmerica Financial Benefit Insurance INSURER C: Lloyds' of London INSURER D: INSURER E: INSURER F:
	NAIC # 71840 15792

COVERAGES**CERTIFICATE NUMBER:** 1643922665**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			4012208698	8/14/2024	8/14/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			AWNJ502009	7/29/2024	7/29/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$ 10,000			6042830489	8/14/2024	8/14/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	7012844012	7/9/2024	7/9/2025	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional & Pollution Liab			ENP0007801-03	8/14/2024	8/14/2025	Each Occur/Aggregate \$3,000,000

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

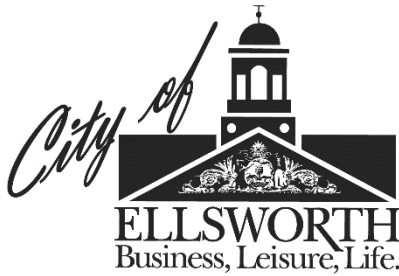
CERTIFICATE HOLDER**CANCELLATION**

"For Informational Purposes Only"

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

AUTHORIZED REPRESENTATIVE

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City Manager

1 City Hall Plaza ♦ Ellsworth, ME 04605-1942

Phone (207) 667-2563

www.ellsworthmaine.gov

Memo

To: Ellsworth City Council

From: Charlie Pearce, City Manager

Date: March 13th, 2025

Subject: UPDATE on Brae Drive Water Infrastructure
and Private Road Status



Suggested Motion: *No action or motion being recommended at this time.*

New Background:

During the previous city council meeting on this topic, it was recommended that the discussion be tabled, and the city manager was directed to conduct additional research into city records regarding Brae Drive and Holt Drive (formerly H and S. Drive) to determine the basis for their recommended acceptance. Now that this research has been completed, the agenda item is being brought back for further council review.

Our dedicated staff has conducted a thorough examination of both digital and paper records from the city archives. Below is a summary of the findings, along with the full documentation attached for reference. Additionally, we have included background information from the previous memo to provide context for those who were unable to attend or review the materials from the February meeting.

City of Ellsworth's Brae Avenue Neighborhood Research and Background in Official Records

Record of Meetings: City Council, Ellsworth Maine: December 17, 1962

A petition for the city to accept a street 300' west of Pond Street and 400' from Forest Avenue was presented and it was resolved that only 400' of H & S Drive be accepted.

Record of Meetings: City Council, Ellsworth Maine: February 19, 1969

The City Attorney reported on the status of H & S Drive stating that he was able to acquire all necessary easements to make it a 40' right-of-way from the point it was previously accepted to the

intersection of Western Avenue. It was resolved that the city accepts as a public street 40ft in width a 600ft portion of H & S Drive.

Record of Meetings: Planning Board, Ellsworth Maine: August 9, 1976

Robert Ray requested a discussion regarding a new street off Forest Avenue. The Board informed him that in order to consider the request, and make a recommendation to the City Council, that Mr. Ray would have to widen the street to provide for an 18' pavement and a 33' right-of-way.

Record of Meetings: Planning Board, Ellsworth Maine: October 12, 1976

Robert Ray requested the Planning Board to consider a new street off Forest Avenue. The lots served by this new street were approved as a subdivision in the 1960s. There is currently a 33' right-of-way for the road and Mr. Ray intends to have a 24' travel width. A resident of Forest Avenue spoke against the street with only a 33' right-of-way because property owners on H & S Drive had to give up property to make the road wide enough for school buses, etc., and he didn't want to see the same issue again. It was also mentioned that allowances have to be made for utility poles and ditches. It was unanimously voted to table until Mr. Ray could show that he could build an adequate street inside 33'.

Record of Meetings: Planning Board, Ellsworth Maine: December 13, 1976

Robert Ray requested the Planning Board review a new street off Forest Avenue. Members of the audience spoke in opposition of the city approving the road because an adequate street could not be built inside a 33' right-of-way. Under City Ordinances, streets are required to have a 50' rights-of-way before approval, and even though Mr. Ray's street is grandfathered under the old subdivision ordinance, the Planning Board voted against recommending to the Council on this street because the 33' wide right-of-way, with 4' ditches, would not be ample for run-off.

Record of Meetings: City Council, Ellsworth Maine: January 28, 1991

Residents of Brae Drive came before the council to discuss possible acceptance of Brae Drive as a city street. Residents stated that the street met all standards with the exception of the 50' right of way. No action was taken.

Record of Meetings: City Council, Ellsworth Maine: April 15, 1996

A list of street names was presented by the Street Renaming/Re-numbering Committee for E-911 services. It was resolved to accept the recommendations of the Street Renaming/Re-numbering Committee; therefore H & S Drive was renamed Holt Drive.

Record of Meetings: City Council, Ellsworth Maine: December 16, 1996

Steven Joy went before the Council requesting clarification of the sewer line on Brae Drive. There was a lengthy discussion regarding private sewer lines versus public sewer lines. Mr. Joy believed that because his building permit said public utilities, the lines were public. Mr. Joy was in a dispute

with Robert Ray who claimed to be the owner of the sewer line. It was resolved that the sewer line on Brae Drive was owned by Robert Ray.

Original Memo Background

In the fall of last year, I was contacted by a Brae Drive resident regarding a water leak on the road that required repair. Upon review and consultation with Public Works, Water/Wastewater Department staff, the City Planner, and prior City Managers and Councilors, it was determined that Brae Drive is a private road and as such, the City is legally prohibited from using taxpayer funds to repair the infrastructure, including water lines within the private roadways, unless specific circumstances apply.

Considerations:

Residents of Brae Drive presented several arguments for City intervention, including:

- Previous repairs performed by past Public Works Directors that could set a precedent.
- The potential for the leak to worsen, causing further damage or creating a public health risk.
- The fact that residents pay water and sewer bills, which they believed should cover infrastructure repairs.
- The uniqueness of the situation being a subdivision in center of town next to other roads that were accepted as city roads.

Upon legal and financial review, it was determined that the City cannot use taxpayer funds to repair private road infrastructure in a similar way to how we cannot repair internal water or sewer lines within private homes.

Resident Engagement & City Review

We conducted two meetings with Brae Drive residents. The first meeting allowed the city manager to hear their concerns, and the second included participation from the Public Works Director, Wastewater Superintendent, City Planner, and other staff.

Additionally, the Finance Committee was informed of the situation and concluded that repair costs should not be borne by the City at this time. The Maine Public Utilities Commission (PUC) was consulted regarding the emergency nature of the issue, and they confirmed that the City is not responsible for these repairs under existing regulations. A letter from the PUC, included as an attachment, further supports this conclusion.

At the Finance Committee meeting, we also discussed implementing a note on water bills clarifying that payment is for water delivery and sewage disposal from public lines only and that repairs to private subdivision lines are the responsibility of homeowners or homeowner associations. Notably, Brae Drive does not have a formal homeowner association.

Final Determination & Next Steps

The City cannot assume responsibility for the repair of this private infrastructure. If the water leak worsens and is determined by the Water Superintendent or Public Works Director to be an emergency, the City may intervene to prevent public harm but will bill all Brae Drive residents for the cost of the work.

Alternatively, residents may opt to bring the road to City standards. If they choose this option, the City could bond for the project, and a special assessment would be levied on Brae Drive residents to cover the cost over a designated period. Some though not all of the residents of Brae Drive have expressed opposition to this idea.

Or this council could rule that this is a special circumstance and instruct the city manager to pursue cost estimates and funding sources for the repair of the lines at total city expense.

Historical Precedent & Expert Opinions

As part of my research into this subject I consulted a prior Ellsworth City Manager who noted that they reached the same conclusion when the issue was presented to them in the 1990's:

- That Brae Drive was never accepted as a public way due to improper construction and the lack of an appropriate right-of-way. Thus, the road and underground utilities remain the responsibility of the developer and property owners who bought homes there.
- He further noted that the most appropriate resolution would be a Special Assessment District for Brae Drive residents, spread over 15-20 years, using a front-foot measurement for cost distribution. The right-of-way issue would need to be resolved through voluntary property transfers or eminent domain.

Legal & Municipal Policy Considerations

- Public Roads vs. Private Ways: A municipality has no legal right to spend public funds to repair, maintain, or plow private roads (Opinion of the Justices, 560 A.2d 552 (Me. 1989)).
- Subdivision Regulations: Private roads remain private unless explicitly accepted by the municipality, including all associated underground utilities.
- Street Acceptance Process: The City's ordinance (Section 917) outlines strict criteria for private roads to be converted into public ways, requiring compliance with construction standards, petitions from residents, and financial security measures.

Public Outreach & Next Meeting

A formal notice has been mailed to Brae Drive residents informing them that this matter will be discussed at the upcoming City Council meeting:

- Date: February 18, 2025
- Time: 6:00 PM
- Location: City Hall - Council Chambers

Residents were encouraged to attend and provide input on potential issues/solutions that I may have not outlined well enough here.

Conclusion

While I sympathize with the difficulties faced by Brae Drive residents, we must adhere to legal and fiscal responsibilities in my decision-making for the city. I believe the staff has explored all possible solutions that would allow for City intervention without explicit Council authorization or funding. Ultimately, this issue reflects a broader challenge facing private road residents across Ellsworth.

I look forward to discussing this matter further at the Council meeting.

Attachments:

- Letter from Maine PUC
- Matt's Presentation and Summary of Street Acceptance Policies
- Resident notification letter:
- News article on Brae Drive water leak: https://www.ellsworthamerican.com/news/brae-drive-residents-may-be-on-the-hook-for-water-leak-repairs/article_a865157a-b72d-11ef-a2ca-a346069cf1f0.html

Residents of Brae Drive got a sympathetic hearing but little else upon asking the council to accept their private way as a city street. The road's right-of-way is only 33 feet wide; city standards call for 50 feet. "We're just asking the city to consider waiving the width requirement for winter maintenance purposes," said Ralph Sargent.

Code Enforcement Officer John Dunn recommended against the request, Mayor Spreng said, because "it would set a precedent and make it difficult to enforce current street standards."

Brae Drive developer Robert Ray was informed by the city in 1986 that the street "could never be accepted by the city," Spreng said. He reminded Sargent and several other residents of the street that the city council has already refused to accept the road twice. "It's not a new issue," he said.

"You may have a remedy against Mr. Ray but it's not the city's place to step in," Foote told the residents.

6-35



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ELLSWORTH, MAINE.
SUBDIVISION OF LAND OWNED BY
EARLE D. & CHARLES A. HOLT
BEING A PART OF LAND DESCRIBED IN BOOK 726 PAGE 232
BY *Earle D. Holt*
1949
SCALE 1" = 60'

RECORD OF MEETINGS
CITY COUNCIL
ELLSWORTH, MAINE

Regular Meeting

DATE OF MEETING: Dec. 17, 1962

SHEET NO. 11

TIME: 7:45 p.m.

PLACE: City Hall

~~COUNCILORS PRESENT:~~

A Petition for the City to accept a street 300' west of Pond Street and 400' from Forest Avenue was presented and

On motion duly made by Adams and seconded by McNally, it was

RESOLVED, That 400' only of H & S Drive be accepted. On the foregoing Davis did not vote.

City to accept 400' of
H & S Drive

Public Notice having been given and Public Hearing held in accordance with Sec. 24 of Chap. 61, R. S. 1954,

On motion duly made and seconded, it was unanimously

Liquor license
applications approved

RESOLVED, That approval of liquor license applications in accordance with the provisions of Sec. 33, Chap. 61, R. S., 1954, as amended, and approval of Amusement Permit in accordance with the provisions of Chap. 61, Sec. 40, is given the following:

Restaurant Malt Liquor: Brookside Restaurant;
Panos Grill;

Class "A" Restaurant Spirituous & Vinous Liquor License: Brookside Restaurant;

Hotel Spirituous & Vinous Liquor License, Hotel Malt Liquor License and Special Amusement Permit for Dancing & Entertainment: Jasper's Restaurant & Motel.

Members of the American Legion appeared before the Council relative to the Legion's lease of City-owned building. After discussion it was agreed that Attorney Povich draft a copy of the lease for the Council's approval.

Copy of lease to be
presented Council for
approval relative to
American Legion

RECORD OF MEETINGS
CITY COUNCIL
ELLSWORTH, MAINE

Regular Meeting

DATE OF MEETING: February 19, 1969 SHEET NO. X

TIME: 7:45 p.m.

PLACE: Council Chambers, City Hall.

~~COUNCILLORS PRESENT:-~~

salary & wage order-continued

(Highway) (48 HOUR WEEK)

Temporary labor	1.50 per hour
Dump attendant	18.00 per week

Librarian	2236
Children's librarian	1612
Ass't librarian	1508
Part-time girl	1.50 per hour
Janitor	1508

On motion duly made by Toothaker and seconded by Moore, Martha Davis was unanimously appointed Ward Clerk Pro Tem in ward one to fill the vacancy created by the absence from the city of the ward clerk on election day, March 3, 1969.

Martha Davis appointed
Ward Clerk Pro Tem
in Ward One on March
3, 1969

On motion duly made by Moore and seconded by Maddocks, the Manager's appointment of Edward J. Murphy as custodian of the public library to fill the vacancy created by the death of Jotham Buzzell was unanimously confirmed by the Council.

Edward J. Murphy
custodian of Library

On motion duly made by Maddocks and seconded by Moore, it was unanimously

RESOLVED, To offer tax acquired property on North Street, Ellsworth Falls, for sale by bid. Bids to be received until 4:30 p.m. March 18. (Assessors' Map 46, Lot 34.)

To offer tax acquired
property for sale by
bid. (Hyer Lot)

The City Attorney reported on the status of H & S Drive saying that he has acquired all necessary easements to make it a 40' right-of-way from the point it was previously accepted to the intersection of Western Avenue. As far as Western Avenue is concerned there are 4 land owners. He has received easements from 2. One says he will be willing to sign if the City will pay him \$1,000.

City Attorney reports
on H & S Drive &
Western Ave status

RECORD OF MEETINGS
CITY COUNCIL
ELLSWORTH, MAINE

Regular Meeting

DATE OF MEETING: February 19, 1969 SHEET NO. X1

TIME: 7:45 p.m.

PLACE: Council Chambers, City Hall.

~~COUNCILLORS PRESENT:~~

On motion duly made by Maddocks and seconded by Moore, it was unanimously

RESOLVED, That the City accept as a public street 40 feet in width a portion of H & S Drive. The center line of said street is described as follows:

Beginning at a point in the center of H & S Drive which measures 400 feet northerly of Forest Avenue; thence in a general northeasterly direction and always following the center line of H & S Drive as shown on Plan of land of Earle D. and Charles A. Holt dated 1949 and recorded in Hancock Registry of Deeds in Plan Book 6, Page 35, a distance of 600 feet to Western Avenue as shown on said Plan.

600 feet of H & S
Drive accepted

On motion duly made by Maddocks and seconded by Moore, it was unanimously

RESOLVED, That the City accept as a public street, 40 feet in width, a portion of Western Avenue. The center line of said street is described as follows:

Beginning at a point in the center of Western Avenue which lies directly opposite the division line of between Lot 29 and Lot 30 as shown on Plan of land of Earle D. and Charles A. Holt dated 1949 and recorded in Hancock Registry of Deeds Plan Book 6, Page 35; thence in a general northwesterly direction and always following the center line of said street a distance of 151 feet.

151 feet of Western
Avenue accepted

On motion duly made by Sargent and seconded by Toothaker, it was unanimously

RESOLVED, That acceptance of the remaining portion of Western Avenue be postponed indefinitely.

Remaining portion of
Western Ave not
accepted

Relative to amending the original vote of acceptance of Hancock Street extension the City Attorney contacted Ronald Alley, Surveyor, who will supply him with a plan showing the center line as it now exists. Mr. Alley will not be back in

MINUTES
ELLSWORTH PLANNING BOARD MEETING
AUGUST 9, 1976

The meeting was called to order at approximately 7:40 p.m. Members present were Chairman Richard Kane, Sheldon Beal, Anthony Giunta, Philip Hurley, and Richard Salisbury.

Before commencing with Item #1, Chairman Kane read and accepted, with thanks and regret, a letter of resignation from alternate member Steven Vittum.

Item #1: Approval of minutes of regular meeting of July 12, 1976 and special meeting of July 26, 1976.

On a motion duly made and seconded, it was unanimously voted to approve both the July 12, 1976 and July 26, 1976 regular and special meeting minutes.

Item #2: Request of George Vittum for final approval of a subdivision on the Vittum and Boggy Brook Roads.

Board member Richard Salisbury presented the plan for Mr. Vittum, and disqualified himself from voting on this item. Two minor changes had been made since preliminary approval: lot #4 was made larger, and lot #2 was made with less frontage. Surface water will be handled by open ditches. The Vittum Road has been mostly rebuilt by the City, and the Boggy Brook Road will be rebuilt in the near future. The subdivision is in the I-1 zone.

On a motion made by Mr. Hurley and seconded by Mr. Giunta, there was a vote of 4 members to grant final approval.

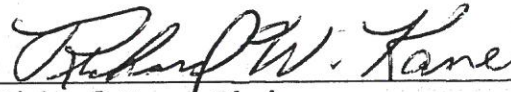
Item #3: Request of Robert Ray to construct an apartment building off Dean Street, in an R-1 zone.

Mr. Ray stated that since he had discovered, prior to the meeting, that his development does constitute a subdivision, he would like to present it as such at a special meeting. The members voted on August 25th as a date for this meeting.

Item #4: Request of Robert Ray for Planning Board discussion of a new street off Forest Avenue.

Mr. Ray owns 10 lots in the area of the proposed street. In order for the Board to consider this request, and to make a recommendation to the City Council, Mr. Ray would have to widen the street to provide for an 18' pavement and a 33' right-of-way.

There being no further business, it was unanimously voted to adjourn.

A handwritten signature in dark ink, appearing to read "Richard W. Kane", written over a horizontal line.

Richard Kane, Chairman
Ellsworth Planning Board

MINUTES
ELLSWORTH PLANNING BOARD
OCTOBER 12, 1976

The meeting was called to order by Vice-Chairman Anthony Giunta, in the absence of the Chairman. Other members present were Richard Salsbury, Sheldon Beal and alternate Ralph Sargent, who was designated as a voting member in the absence of regular members.

Item #1: Approval of minutes of August 25, 1976 special meeting, and September 13, 1976 regular meeting.

On motions duly made and seconded, minutes of both meetings were accepted as written.

Item #2: Request of Robert Ray for final approval of a subdivision on Dean Street.

Mr. Ray presented a plan showing land perimeters only (without buildings) on the advice of his lawyer, Frank Walker. The Board agreed that for subdivision approval, Mr. Ray would have to draw in plans for the apartment buildings.

A neighbor spoke from the audience, stating that Mr. Ray had started construction on the project. Mr. Ray explained that he was only digging clay out of a bank there to use in his Spring Hill subdivision.

A motion was made by Mr. Beal and seconded by Mr. Sargent to table this item until Mr. Ray draws up a plan with the building locations. There was a unanimous vote.

Item #3: Request of Jack Marshall for approval of a 50- unit mobilehome park on the Bucksport Road - cancelled.

Item #4: Request of Eugene Toothaker for preliminary approval of a subdivision off Union Street, in the R-1/R-2 zone.

Atty. James Silsby, representing Mr. Toothaker, presented the plan of 14, 15,000 square foot lots. Two streets, off Maddocks Avenue and Union Street, will serve the subdivision, and will be served by City sewer and water.

Mr. Salsbury was disqualified from voting on this item because he had surveyed the subdivision, but mentioned that run-off would be taken care of by shifting drainage of all lots to the east, with only lot #7 flowing westerly, where the drainage problem exists.

On a motion made by Mr. Giunta and seconded by Mr. Sargent, it was voted to have John Lord define the boundary line between the R-1 and R-2 zones within 10 days; and on a motion by Mr. Giunta and seconded by Mr. Beal, there was a unanimous vote to table this item.

Item #5: Request of Robert Ray for Planning Board consideration of a new street off Forest Avenue.

The lots that would be served by this new street were approved as a subdivision in the 1960's. Mr. Ray has a 33' right-of-way for the road and intends to have a 24' travel width. Mr. Harland Urquhart, a resident of Forest Avenue, spoke from the audience against building a street on only a 33' right-of-way. He mentioned that property owners on H & S Drive had had to give up property to make that road wide enough for school buses, snow plows, etc., and that he did not want to see that problem here. Also mentioned was that allowances have to be made for utility poles and ditches.

On a motion by Mr. Sargent and seconded by Mr. Giunta, it was unanimously voted to table this item until Mr. Ray can show that he can build an adequate street inside 33'.

Item #6: Request of Casper Sargent for an amendment to the Zoning Ordinance, to allow multi-family dwellings in the C-1 zone.

Mr. Sargent's request stems from the request of a client to install professional offices on the first floor of the former Whitecaps building, and apartments, including one for the owner, on the second floor. The ordinance definition of "incidental uses" was discussed, and it was thought that under that, the commercial zone might allow for residential rentals in addition to the primary use of the building.

The City Manager stated that an opinion should be obtained from the City Attorney on this; and a motion was made by Mr. Sargent that a public hearing, set for November 8, be held to consider this request. The motion was seconded and voted on.

Item #7: Request of Ben Fregeau to establish a residence and repair shop for electrical motors on the Lamoine Road in an R-2 zone - cancelled.

There being no further business, the meeting was adjourned.



Richard Kane, Chairman

MINUTES
ELLSWORTH PLANNING BOARD MEETING
DECEMBER 13, 1976

The meeting was called to order at 7:50 p.m. Members present were Chairman Richard Kane, Anthony Giunta, Richard Salsbury, and alternate Dale Jordan. Also in attendance was City Attorney Bernard Staples. Dale Jordan was designated as a voting member in the absence of regular members.

Item #1: Approval of Planning Board Minutes of October 12 and November 8, 1976 Meetings.

On a motion made by Mr. Salsbury and seconded by Mr. Giunta, it was unanimously voted to approve the minutes of both meetings as written.

Item #2: Public Hearing. Amendment to Article X, Section 4 of the Zoning Ordinance, to permit multi-family dwellings in the C-1 (Commercial) zone.

At the November meeting, the Board voted to recommend to the City Council that multi-family dwellings be allowed in existing buildings in the C-1 and C-2 zones, provided they adhere to Section 13 a-i of the Zoning Ordinance, excluding (b) - minimum lot size. It was also stated that this would allow for individual consideration before both the Planning Board and the Board of Appeals for yard requirements. Atty. Staples was present at the meeting to suggest that the Board should consider whether or not a building used for multi-family dwellings could be re-built in case of fire or destruction. The November 8 vote did not provide for this. Members of the audience and Planning Board members mentioned that the basic objective behind the Board's vote was to preserve the architecture of old houses, and to utilize the old existing buildings. Mr. Salsbury questioned if they could limit re-building (in case of destruction) to large lot sizes, in order to prevent large apartment buildings going up in the C-1 and C-2 zones. This item was tabled for further study.

Item #3: Public Hearing. Amendment to the official zoning map to extend the C-2 (Commercial) zone boundary along Route 3 to the Ellsworth/Trenton border; and to extend the C-2 zone along Route 1 to the Ellsworth/Lamoine border.

It was decided that no action should be taken on this item until a meeting is set up with the towns of Lamoine and Trenton.

Item #4: Request of Robert Ray for Planning Board review of a new street off Forest Avenue.

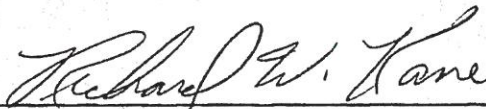
It was mentioned here that Mr. Giunta would disqualify himself from voting on Items 4 and 5 because he has a client who could possibly make his vote a conflict of interest.

Members of the audience spoke in opposition to the City approving this road because an adequate street could not be built inside a 33' right-of-way. Under City Ordinances, in new subdivisions, streets are required to have 50' right-of-ways before approval, and even though Robert Ray's street is grandfathered under the old subdivision ordinance, the Planning Board voted to make an unfavorable recommendation to the Council on this street because the 33' wide right-of-way, with 4' ditches, would not be ample for run-off.

Item #5: Request of Robert Ray to locate a structure for the storage and sale of building materials on the Christian Ridge Road, in an R-2 zone.

This would be permitted under special exception approval, after a building permit has been applied for and refused, and after review and recommendation to the Board of Appeals by the Planning Board. Mr. Salsbury made a motion to recommend to the Board of Appeals that special exception permission be granted upon proof that Mr. Ray can comply with the 300' distance requirement between structures, and the other requirements set forth. Mr. Jordan seconded the motion, and there was a vote of 3 in favor.

The meeting was adjourned at 10:05 p.m.



Richard Kane, Chairman

RECORD OF MEETINGS
CITY COUNCIL
ELLSWORTH, MAINE

DATE OF MEETING: January 28, 1991 SHEET NO. III

TIME:

PLACE:

COUNCILLORS PRESENT:

On motion by McCormick, seconded by Williams, it was unanimously

Liquor license -
Eastward Lunch

RESOLVED, to approve the request of Adelbert Gaspar, d/b/a Eastward Lunch, for a full time malt and vinous liquor license.

On motion by Beathem, seconded by Patten, it was unanimously

Junkyard Permit - R.
Kane & Sons

RESOLVED, to approve the request of R. Kane & Sons for renewal of a junkyard permit.

On motion by Patten, seconded by Beathem, it was unanimously

Junkyard Permit -
Obsolete Automotive

RESOLVED to approve the request of Edward Weirick, d/b/a Obsolete Automotive, for renewal of a junkyard permit.

Residents of Brae Drive, so called, appeared before the Council to discuss possible acceptance of Brae Drive as a city street.

Discussion on Brae Dr.

Brae Drive is part of an old subdivision that was recorded back in 1976. At that time it was laid out with a 33' right-of-way and the developer was told by the Planning Board that it did not meet the standards of the Subdivision Ordinance which called for a 50' right-of-way. It remains a private way even though many homes have been built there. The Street Design and Acceptance Ordinance provides that a street cannot be accepted that doesn't meet the standards set forth in the Ordinance.

Several members in the audience spoke on the issue, declaring that the street meets all the standards with the exception of the 50' right-of-way. It was also indicated that it was in better condition than many other streets in the city.

No action was taken on this item.

**RECORD OF MEETINGS
ELLSWORTH CITY COUNCIL**

Date of Meeting: April 15, 1996

Sheet No. 3

Peter Roy came before the council on behalf of his client, Edward Thomas, for a change of zoning classification of 8 Union Street (Map 137 Lot 3) from R-1 to R-1A. Mr. Thomas is a psychologist and wants to put professional offices in that building. Mr. Roy informed the Council that he had gone before the Planning Board and came away with a partial blessing, a three to two vote not to recommend approval. He indicated that this is the only R-1 lot on the street, the others being in either R-1A or R-1H.

Zone change - 8 Union
Street R-1 to R-1A

Kenneth Blaisdell, owner of the property, presented the Council with petitions signed by neighbors in the immediate vicinity of the house endorsing the request.

Several people in the audience expressed concern over the zone change and would like it to stay residential.

On motion by Beathem, seconded by Kane it was

RESOLVED, to grant the request of Peter Roy, on behalf of Edward Thomas, for a zone change classification of 8 Union Street (Map 137 Lot 3) from R-1 to R-1A. Five in favor; Patten opposed.

A list of street names were presented by the Street re-naming/Re-numbering Committee for consideration. Public hearings have been held by the Committee.

List of street
names approved

Councilor Phillips was concerned that the list indicated Phillips Way is a private road. He wanted the record to show that a portion of that road had been determined to be a public way.

Residents of Sargent Street requested that the name of their street not be changed and suggested that their street should have priority over Sargent Drive because that is a private road with mostly summer residents.

Carol Oliver, Chairperson of the Committee, explained that the guidelines did not allow for duplicate names such as the two Sargents and that the oldest names and the number of people living on a particular street should be considered. Sargent Drive was established about ten years prior to Sargent

**RECORD OF MEETINGS
ELLSWORTH CITY COUNCIL**

Date of Meeting: April 15, 1996

Sheet No. 4

Street and has about five times as many people on it. That is why they were given priority.

On motion by Fortier, seconded by Beathem, it was

RESOLVED, to accept the recommendations of the Street Re-naming/Re-numbering Committee as set forth in the report. (copy attached) Effective date to be set at a later time. Five in favor; Kane opposed.

Kristina Matthews appear before the Council to discuss a flooding problem on her property at 133 State Street. Her back yard is a low spot right next to the Moore School and the snow melt combined with heavy rains floods her back yard with up to two feet of water. She asked the Council if they could provide some relief such as putting in drains to take the water away from her property.

It was generally agreed to have the City Manager look into it and if he feels it necessary to have Woodward & Curran, engineers for the City, to look at it.

On motion by Beathem, seconded by Patten, it was unanimously

RESOLVED, to reimburse Sharon Lawless (Life Sports) \$386.61 for overages in real estate taxes paid for the years 1994 and 1995 due to a mapping error.

Councilor Kane's request, to discuss Senator Goldthwaite's position on the type of government she serves under, was brought before the Council.

Chairman Clarke suggested that this might not be the proper forum for this discussion. He indicated that he has talked with the Senator over the phone and she is willing to meet with Mr. Kane to discuss this.

Councilor Kane felt this was Council business because he feels that if somebody is down in Augusta working for the improper form of government, that it has a direct effect on the people and should be addressed by the Council. He indicated that he was not trying to display any form of disrespect for the Senator.

Flooding problem at
133 State Street

Reimbursement for rea
estate taxes to
Sharon Lawless

Request to discuss
Senator Goldthwaite
withdrawn

ELLSWORTH STREET NAMING & NUMBERING COMMITTEE
RECOMMENDATIONS TO CITY COUNCIL
APRIL 15, 1996

1. MAIN STREET shall begin at the fork on Bridge Hill and end at the town line with Hancock.
2. HIGH STREET shall begin at the intersection with Main Street and end at the town line with Trenton.
3. STATE STREET shall begin at the lower Main Street traffic light and end at the inter-section with North Street.
4. SURRY ROAD shall begin at the fork on Bridge Hill and end at the Surry town line.
5. DOWNEAST HIGHWAY shall begin at the intersection with High Street and end at the Hancock Town Line.
6. BUCKSPORT ROAD shall begin at the fork on Bridge Hill and end at the Orland town line.
7. CHRISTIAN RIDGE ROAD shall begin at the intersection with the Bucksport Road and end at the Bangor Road (Route 1A).
8. INFANT STREET shall begin at the intersection with Christian Ridge Road and dead-end near Leonard's Lake.
9. RED BRIDGE ROAD shall begin at the intersection with Christian Ridge Road and end at the Bangor Road (Route 1A).
10. SHORE ROAD shall begin at the intersection with State Street and end at the intersection with the Bangor Road (Route 1A).
11. LAKES LANE shall begin at the intersection with State Street and end at the cul-de-sac at the end of Foss Estates.
12. UNION STREET shall begin at the intersection with Main Street and end at the town line with Hancock.
13. STERLING STREET shall begin at the intersection with State Street and end at Third Street.
14. CENTRAL STREET shall begin at the intersection with State Street and end at Sterling Street.
15. POND AVENUE shall begin at the intersection with Fourth Street and end at Forrest Avenue.
16. Sargent Street shall be renamed RAYMOND FLETCHER STREET.
17. Russ Smith Road shall be renamed SMITH ROAD.
18. Lamoine Road shall be DOUGLAS HIGHWAY.
19. Oak Lane shall be renamed SHADY LANE.
20. Green Way shall be renamed EVERGREEN WAY.
21. Frank Bor Way shall be renamed BOR WAY.
22. H & S Drive shall be renamed HOLT DRIVE.
23. East Maple Street shall be renamed FOSTER STREET.
24. West Maple Street shall be renamed MAPLE STREET.
25. North Branchview Drive shall be renamed BRANCHVIEW NORTH.

**RECORD OF MEETING
ELLSWORTH CITY COUNCIL**

DATE: December 16, 1996

PAGE: VIII

Steven Joy came before the Council requesting clarification of the sewer line on Brae Drive.

Clarification of sewer line
on Brae Drive

A lengthy discussion ensued regarding private sewer lines versus public sewer lines. It was Mr. Joy's belief that because his building permit said there was a public water and sewer supply that the lines were public. He had paid a \$350 hookup fee to the City which the City is entitled to because the sewerage ends up at the treatment plant.

Mr. Joy is in dispute with Robert Ray, who claims to be the owner of the sewer line, over a \$7500 hookup fee.

On motion by Fortier, seconded by Clarke, it was unanimously

RESOLVED, the City Council take the position that the sewer line on Brae Drive is owned by Robert Ray.

At a recent Council meeting certain street names were changed as well as the beginnings and endings. Work had already been done by the E-911 Committee and the measurements would have to be done again because of the changes. A workshop was held and it was felt that the changes could be modified to keep some of the earlier names in town and also work with the Street Naming Committee.

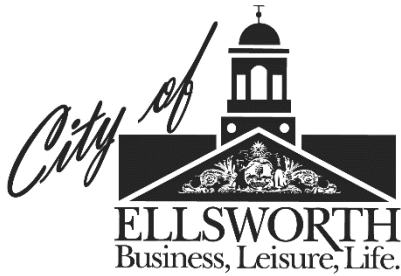
Street name changes

Members of the Historical Preservation Committee again made a plea that the Council keep the names as voted at the last meeting for historic reasons.

On motion by Clarke and duly seconded it was

RESOLVED, to make the following changes as outlined in a letter dated December 9, 1996:

Main Street shall begin at the fork on Bridge Hill and end at the town line with Hancock; State Street shall begin at the lower Main Street traffic light and end with the intersection with North Street; Surry Road shall begin at the fork on Bridge Hill and end at the Surry town line; Bucksport Road shall begin at the fork on Bridge Hill and end at the Orland town line; Shore Road shall begin at the intersection



City Manager ◆

1 City Hall Plaza ◆ Ellsworth, ME 04605-1942

Phone (207) 667-2563

www.ellsworthmaine.gov

Memo

To: Ellsworth City Council

From: Charlie Pearce, City Manager

Date: March 13th, 2025

Subject: Initiating Strategic Planning

Background

As we approach the conclusion of the budget cycle, we have an opportunity to initiate a strategic planning process that strengthens alignment between the City's financial resources, recently approved plans (e.g., Comprehensive Plan, Business Attraction Plan, Housing Needs Assessment), Council priorities, and the operational capacity of City staff. Several Council members have expressed interest in developing a more structured approach to setting priorities, defining goals, and tracking measurable progress.

The objective of this initiative is to ensure that our strategic planning process provides clarity on the City's direction, establishes realistic expectations for implementation, and creates a transparent decision-making framework that supports both short-term and long-term success.

Expectations for This Discussion

At this meeting, we will introduce options for structuring the strategic planning process. The goal is to determine the most effective approach for Council to guide priorities while ensuring alignment with existing plans and available resources. The discussion should help clarify:

- **Priority Alignment:** How do we ensure that City resources are directed toward the most impactful initiatives?
- **Implementation Feasibility:** What level of staff capacity and funding is available to realistically execute these priorities?
- **Tracking and Accountability:** How do we establish clear milestones and performance measures for tracking progress?

Potential Strategic Planning Approaches

The strategic planning process could take multiple forms, depending on the level of detail and structure the Council prefers. Potential approaches include:

1. **Priority Action Item Work Plan Matrix** – A structured matrix where Council members score and rank key initiatives to guide decisions on prioritization.
2. **Gantt Chart & Meeting Schedule Alignment** – A visual roadmap that integrates major Council meetings, workshops, and decision points to establish a clear timeline for strategic discussions.
3. **Comprehensive Business Process Redesign** – A consultant-led initiative involving multi-month strategy sessions with the Council to refine processes, improve efficiency, and align long-term goals.

Next Steps

I've been a part multiple strategic planning processes with organizations over the past twenty years and many of them fail because they don't start by agreeing with the principle stakeholders on what outcomes they intend to achieve in this process. This initial discussion will serve as a foundation for shaping the strategic planning process moving forward, not just for this council, but hopefully as a foundation for future councils as well. The Council's input will help determine the preferred format, scope, and focus areas, ensuring that we develop a work plan that is both actionable and aligned with the City's vision and capacity.

I look forward to discussing these options and working together to create a more structured, transparent, and effective strategic planning process for Ellsworth.