

MEETING NOTICE

The regular monthly meeting of the Ellsworth City Council will be held on Monday, October 19, 2020 at 7:00 PM in the Ellsworth City Hall Council Chambers

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

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

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

AGENDA - CC

1. Call to Order.
2. Pledge of Allegiance.
3. Rules of Order.
4. Adoption of minutes from the following meeting of the Ellsworth City Council:
 - 09/21/2020 Special Council Meeting. **
 - 09/21/2020 Regular Monthly Meeting. (Request to table)
5. City Manager's Report.
6. Committee Reports.
7. Citizens' Comments.
8. Presentation of Awards.
 - Chad Bracket, for 5 years of service with the Ellsworth Public Works Department.
 - Jenn Merchant, for 5 years with the Ellsworth Finance Department.
 - Robert Dorr, for 10 years with the Ellsworth Fire Department.
 - Keli Gancos, for 15 years with the Ellsworth Public Library.
 - Ginny Derise, for 20 years with the Ellsworth Tax Department.

UNFINISHED BUSINESS

CONSENT AGENDA

CONSENT AGENDA: All items with an asterisk (*) are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member so

requests, in which event, the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.

NEW BUSINESS

9. Public hearing and action on the application (s) for the following license (s):
 - Louise Joy and Thomas Joy d/b/a Edward Joy & Sons, 129 North Street, for renewal of a City Junkyard/Automobile Graveyard Permit. **
 - James B. Card II d/b/a Jimbo's Junkin, 62 Kylies Way, for renewal of a City Junkyard/Automobile Graveyard Permit. **
10. Presentation of the Annual Update by Catherine Longley, Chief Operating Officer for the Jackson Laboratory. (Sponsored by Chair Hamilton)
11. Public hearing and action on authorizing the City Manager to enter into a twenty-year Bill Credit Agreement under the Maine Commercial and Institutional Customer Net Energy Billing - Tariff Rate Credit Program which will enable the City to purchase Bill Credits associated with the generation of solar power from a distributed generation solar project located in the City of Ellsworth for purposes of offsetting and lowering the cost of electricity for the City of Ellsworth and its component units. **
12. Presentation on a community survey developed and administered by the Heart of Ellsworth (Sponsored by Chair Hamilton) **
13. Council Order #102000, Presentation by Ellsworth Historic Preservation Commission on a Museum in the Streets project and approval to authorize the expenditure of \$2,000 for this project. (Sponsored by the Planning Department) **
14. Public hearing and action on amendments to the City of Ellsworth Code of Ordinances, Chapter 36, General Assistance Ordinance. **
15. Council Order #102001, Discussion and action on approving the Fiscal Year July 1, 2020 – June 30, 2021 dues assessment for the Hancock County Planning Commission. **
16. Council Order #102002, Request of the Finance Director for approval to encumber certain appropriation accounts. **
17. Council Order #102003, Request of the Finance Director for approval to adjust the FY 2020 estimated appropriations and revenues. **
18. Council Order #102004, Authorization of the Interim City Manager to execute a contract with Oak Point Associates to perform a condition assessment, gap analysis, and feasibility study regarding future needs of the Hancock County Technical Center.
19. Discussion on the use of Spring Street as an extension to the biking/walking path. (Sponsored by Councilor Blanchette)
20. Adjournment.

Item #4(1)

**RECORD OF SPECIAL MEETING
ELLSWORTH CITY COUNCIL**

DATE: SEPTEMBER 21, 2020

TIME: 6:00 PM

PLACE: ELLSWORTH CITY HALL COUNCIL CHAMBERS

CITY COUNCIL PRESENT: BLANCHETTE, GRINDLE, HAMILTON, KAPLAN (arrived before the adjournment), MILLER, MOORE, AND PHILLIPS.

CITY COUNCIL ABSENT:

KEY SPEAKERS PRESENT: INTERIM CITY MANAGER GLENN MOSHIER, TONI DYER, RICHARD TUPPER, HEIDI GRINDLE, AND DON GERRISH.

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

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Call to Order.

Call to Order.

Chair Hamilton called the special meeting of the Ellsworth City Council to order at 6:00 PM.

Discussion on the planning process for the new City Manager search.

Discussion on the planning process for the new City Manager search.

Don Gerrish explained he had provided a proposed draft of the timeline and advertisement to Councilor Grindle. Gerrish introduced himself as being from Eaton and Peabody Consulting Group as well as a retired City Manager. Grindle explained the City has contracted with Gerrish to assist them through the process of hiring a new City Manager. The process will include the advertising phase, reviewing resumes, as well as similar items. The purpose of the meeting this evening is to review that timeline as well as the advertisements. Gerrish oversaw the City Manager search five years ago for the City. The Council will need to make a final decision on a couple of items this evening so that Gerrish can start the search. The draft timeline starts with tonight’s meeting; the goal of this meeting is to finalize the process and the advertisement. Once that is completed the remaining timeline will fall into place. If the advertisement is approved this evening, it could be placed as early as September 24, 2020. Gerrish would like the Council to decide if they want him to interview all of the department heads. This process was used five years ago and involved interviewing all of the department heads individually. They were asked two questions: 1) What are the issues facing Ellsworth in the next five years and 2) What are you looking for in a new City Manager. The responses

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(arrived before the adjournment), MILLER, MOORE, AND PHILLIPS.**

CITY COUNCIL ABSENT:

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TONI DYER, RICHARD TUPPER, HEIDI GRINDLE, AND DON GERRISH.**

are confidential; however, the responses will be included within a document. Copies from five years ago were given to the HR department and the Council may have seen them as well. There was also a public meeting held. Both of these opportunities are options for the Council to consider. The public was invited to attend a meeting ran by Gerrish; he asked them two questions. What are the issues facing Ellsworth and what are you looking for in the new City Manager? This document will be created and provided to the City Council. This could also be on the website for others to see what everyone is considering for this position. Gerrish has included within the timeline a date to hold those meetings if the Council decided to move in that direction. The decision on where to advertise needs to be made this evening. If the advertisement is placed on September 24, the proposed deadline would be October 21(approximately 4 weeks). The resumes would all go to Gerrish, he will respond to everyone that submits a resume to let them know it has been received. A booklet containing all of the resumes is created; it will also have a recommendation by Gerrish on who he thinks the Council should consider interviewing. Ultimately it will be up to the Council on who to interview; however, he will write a recommendation on who he feels is important to interview. Once this is completed, a date will be scheduled to meet with the Council and review the resumes, and decide on who the Council would like to setup interviews with. The next step would be the first round of interviews. This would take a few days depending on the number of candidates the Council would like to interview. After the first round of interviews are held, then there will be a meeting to discuss which two or three candidates the Council would like to interview a second time. Gerrish will provide proposed draft questions, the Council can also add their own questions. The proposed window for the second interviews is November 16th through the 19th. Five years ago, the department heads interviewed the final candidates. Gerrish then asked the department heads for any positive or negative observations with each candidate. These comments will be written up and considered in the process. The Council will then meet again. The public gathering is a piece Eaton and Peabody Consulting Group have been conducting for the past six or seven years. This involves bringing the two finalists (the finalist will be public information) in for a meet and greet event. This will not be an opportunity for official questioning but rather just to meet the candidates. Five years ago this opportunity was given to the public and not a lot of people took advantage of the occasion. This is now held on the same evening rather than having the public make two trips out to meet the potential candidates. At this point, in the timeline the Council would make a final decision on who to hire. Gerrish has offered to negotiate the contract with the new manager. Once the contract has been agreed to the announcement is made. If the process is started this evening a manager will be named by the first of December.

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The question of where to advertise was discussed. Gerrish recommended the Council consider advertising with the following groups: ICMA (International City Manager Association) at cost of \$450 per month, MMA (Maine Municipal Association) job site for no cost, Maine Job Bank, and the City website. Gerrish stated the communities that have wanted to concentrate in the New England area have advertised in the Massachusetts Association (approximate cost per month is \$300) and New Hampshire Association (approximate cost per month is \$250). Councilor Blanchette inquired if there was a New England Association, the answer was no. There was a discussion on where to advertise with the pros and cons being considered. Gerrish provided some examples of interest netted from the different sources. Gerrish was not positive if Ellsworth advertised in Massachusetts and New Hampshire five years ago or not. The consensus of the Council present at the time (Hamilton, Phillips, Blanchette, Grindle, and Miller) agreed the advertising should be with Massachusetts Association, New Hampshire Association, and ICMA in addition to MMA and the City website. Moore had stepped out of the room and Kaplan had not arrived yet. Gerrish randomly picked November 5th through the 8th for inviting the public to a public meeting and interviewing the department heads. Hamilton was not confident of what the turnout at a meeting of that nature would be; however, he was in favor of at least offering the opportunity to the public. The public should be given an opportunity to have some involvement and the department heads to be heard in the process. It may have to be a nontraditional type of meeting in light of COVID-19 restrictions; however, is an important piece. The Council is currently holding public meetings. Gerrish stated within the advertisement it can allow residents to email comments to him so they do not have to attend in person. Electronic comments will be added to the final document. Gerrish believed it would be a good practice to include the public as much as possible. The consensus of the Council members present at the time (Hamilton, Moore, Phillips, Blanchette, Grindle, and Miller) agreed to offer both an opportunity for a public meeting of the residents and interviewing the department heads individually. Kaplan had not arrived at the meeting yet. Sometime was spent reading and describing the different elements of the advertisement from five years ago and discussing the amendments that might be needed for this time around. Gerrish may need to update the population number, the number of full-time staff members, and the budget figures. One of the items that will need to be discussed and agreed upon is whether residency in Ellsworth is desired but negotiable. Grindle noted the website needs to be updated to reflect ellsworthmaine.gov instead of what is contained in the current edition of the advertisement. Hamilton noted the advertisement lists the 23rd but the timeline lists the 21st as a deadline; he also explained his feelings in regard to the residency requirement. Hamilton felt it was

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negotiable for someone from the area that might already be established with a home and is then selected. He was not sure it would be negotiable with a successful candidate that is coming from outside of the area. The Council may want someone from outside the area to live in Ellsworth. This topic can be narrowed down or discussed as each candidate is interviewed. Gerrish noted it is important the advertisement state there is a Wastewater and Water Department as part of the City structure. The consensus was the advertisement was appropriate once the amendments mentioned this evening are included. The notebooks will contain a very preliminary background or discussion summary on the candidates that Gerrish recommends. He will not recommend any candidate that he has not at least spoken with or done a little research on. This step will not be completed on every candidate; only the ones he sees value in. The notebooks will be overnighted to the Chair of the Council and then can be delivered to the remaining Councilors.

Hamilton noted that will need to be changed to have the notebooks delivered to Grindle because she is managing this process. The delivery to one person makes the process a little bit more confidential. Hamilton suggested the first round of interviews be bumped back a week as the current timeline has that falling on the week of the election (November 3rd) and that means there will be new councilors at that point. City Clerk Heidi-Noel Grindle stated a special Council meeting to accept the election results and approval to notify the people who were elected will be held on November 6, 2020. The following Monday (November 9, 2020) will be the Organizational meeting to swear in the new Councilors. Hamilton suggested considering the week of November 9th to conduct the first round of interviews.

Councilor Blanchette noted the meeting with the Council, the week of October 28th or 29th will involve using the rooms that will be setup for the elections. The rooms will not be setup for the elections until Friday, October 30th. It should not be a problem to use either the Auditorium or Council Chambers on Wednesday or Thursday of that week. There was a lengthy discussion on the timeline for conducting the first round of interviews considering the unknown element of how many qualified applicants they will attract. The possibility of conducting the first round of interviews via a zoom meeting was discussed. If the timeline is kept on track the candidates will only have to travel once compared to trying to make the trip during back to back weeks. Gerrish believed the candidates should be given the option on the first round of interviews whether they would like to do that in person or through a venue like zoom. He would prefer to have a candidate appear in person for the first round of interviews; however, could understand using technology instead if they are from out of state. Blanchette was concerned about conducting an interview through zoom; Gerrish prefers using skype for interviews it is less confusing than the zoom technology. This process was described and

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considered but will be finalized later in the process. There will definitely be one new Councilor with the possibility of two new. It appeared the consensus of the Council present (Hamilton, Moore, Phillips, Blanchette, Grindle, and Miller) agreed November 12 and 13 would work best to conduct the first round of interviews. Kaplan had not arrived at the meeting yet. Gerrish did not recommend having the second interviews Thanksgiving week. Those will need to be moved to the week of November 30th through December 4, 2020. Gerrish stated if the COVID-19 restrictions are still in place the public gathering will not work. He did not think it would be safe to have members of the public come in-person to meet and greet the candidate in light of COVID. Gerrish agreed having department heads interview the candidates is important. He clarified department heads will be interviewed individually; any person who works for the City who would like to email their comments to Gerrish are welcome to do that. The interviews with the department heads could potentially be held on November 3 or 4. Prior to a successful candidate being chosen, a decision will be needed on whether the Council would like Gerrish to negotiate the contract with the successful candidate or if they would like to use someone else. He believed the Council had him handle the negotiations last time on behalf of the City. The process of negotiating with the successful candidate would take place the week of December 7th through the 11th. Potentially a new City Manager could be named the week of December 14, 2020. The date when the new manager starts will depend on how much notice they are required to provide, whether they are currently working or not, and where they are currently living. Gerrish believes anyone who is currently working will want to provide 30 to 45 days' notice to their current employer. A new manager will likely start working in either February or March depending on whether they have to relocate to this area or not. Especially during this Pandemic when so many people are out of work, communities are receiving a number of resumes; however, many are not qualified for the position. Gerrish will need a signed contract; that is an agenda item scheduled on the meeting later tonight. Hamilton noted a citizen emailed a request to hear a little more about Gerrish's background. Gerrish is from Bangor and has a degree in Public Management. He was employed for 38 years in municipal government. He held jobs such as the tax assessor, assistant manager, City Manager for 30 years in different communities, and then he retired in 2009. He has been working for Eaton and Peabody Consulting Group for approximately 11 years conducting this type of work for communities. They have completed over 45 searches which include anything from managers, police chiefs, and finance directors. Gerrish has also been appointed interim manager in nine communities. Currently, he is the Interim Manager in Casco. He was President of the International City Manager Association in 1998. He has connections throughout the

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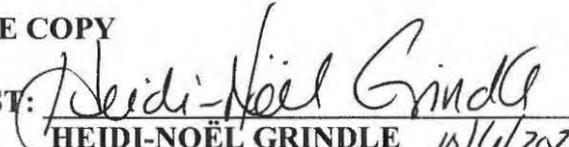
Country. When he receives resumes from applicants outside of Maine he has a network of people to use when researching the credentials listed in their resumes. Gerrish also conducts trainings with city councils and department heads on working together as well as trainings on the roles and responsibilities of elected officials and managers. Hamilton noted in regards to the second portion of the resident's question the Council will be addressing the contract in the Regular Council meeting later this evening. The details of the contract will be available at that time. Gerrish clarified during the public meetings, he will run the meeting; the Council does not control those meetings. He will make it clear they are moving forward and not backward during those meetings and negative comments will not be entertained; the meetings have worked very well in the past. All the comments received during the public sessions will be captured within the final document. Gerrish will send the Council emails once a week on how many resumes have been received once the advertisements have been placed. The information will be detailed to include how many are from Maine, New England, and the rest of the Country. He encouraged the Council to remain positive even if during the first two weeks they do not receive very many resumes. It is common for people to wait until the end to submit their resumes. Recently, the term of a manager has been five years in most communities.

Adjournment.

On a motion by Phillips, seconded by Moore, it was unanimously
(Councilor Kaplan was present for the vote)

RESOLVED to approve adjournment at 6:40 PM.

A TRUE COPY

ATTEST: 
HEIDI-NOËL GRINDLE 10/6/2020

Adjournment.

Item #9 (1)

APPLICATION FOR AUTOMOBILE GRAVEYARD AND/OR JUNKYARD PERMIT

MUNICIPAL USE ONLY

Tentative Date of Hearing 10/19/2020 Application Received 8/3/2020
Time of Hearing 7:00 PM Permit #
Place of Hearing City Hall Council Chambers Fee Paid \$ 55.00 + \$80.00 Pl. Fee
Notifications sent by Ellsworth American Date 10/8/2020 + 10/15/2020

To the City of Ellsworth, Hancock County, State of Maine
I/We Louise + Tommy Joy hereby make an application for a permit to establish, operate or maintain an Automobile Graveyard and/or Junkyard at the following described location and in accordance with the provisions of Title 30A, Sections 3751-3760, Chapter 481, Public Laws 1966.

- 1. Give location of Automobile Graveyard and/or Junkyard 129 North Street Ellsworth, Me. OYKAS
2. Is the application made by or for a company, partnership, corporation-individual? Louise + Tommy Joy
3. Is this property leased? No Property owned by Louise Joy
Address 129 North Street
4. How is "yard" screened? Fence? Type fence Height 20ft Trees? Type mixed
Embankment? Gully? Hill? Other? flat
5. How far is the edge of the "yard" from the center of the highway? 125 feet
6. Can junk be seen from any part of the highway? Yes No X
7. Were the State Statutes, Requirements and Fees explained to you? Yes X No
8. Is any portion of this "yard" on public property? Yes No X
9. Is this "yard" within 300 feet of a public Park, Public Playground, Public Bathing Beach, School, Church or Cemetery? Yes No X
10. When was "yard" established? 2008 By Whom? Edward Joy
11. When was last permit issued? 2019 To whom? Louise + Tommy Joy
Edward Joy + Sons

APPLICATION FOR AUTOMOBILE GRAVEYARD
AND/OR JUNKYARD PERMIT

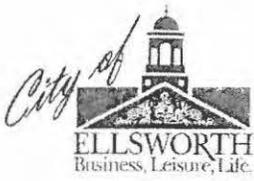
The undersigned certifies that the above information is true and correct to the best of his/her knowledge and that he/she is the owner or agent of the property or that he/she has been duly authorized by the owner, individual, partnership, company or corporation to make this application and to receive the permit under the law. Please draw a sketch of your location and automobile graveyard/junkyard below. Show footage on all sides and location in relationship to adjacent properties. Show distance (in feet) from edge of "yard" to center of highway. Fill in Route Number or Local Road Name. Name of nearest City/Town in each direction. Distance from nearest intersection, bridge or other known reference point.

x Louise M Joy Date 7/31/2020

Signed by: Tommy Joy For: Partnership
Name of Company, Corp, Partnership, Individual

Address: 129 North Street Ellsworth, Me. 04608

Tax Map No. 51 Lot No. 24 Zone _____



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

BUSINESS LICENSE APPLICATION

CUSTOMER #114
APPLICANT: EDWARD JOY & SONS
MAILING ADDRESS: LOUISE JOY TOMMY JOY 129 NORTH STREET ELLSWORTH, ME 04605
MAP LOT: 051024000000
BUSINESS TELEPHONE: 207-667-8901
FAX NUMBER:
EMAIL ADDRESS:
NAME OF BUSINESS (DBA): EDWARD JOY & SONS
LOCATION OF BUSINESS: 129 NORTH STREET
NUMBER OF EMPLOYEES:
NATURE OF BUSINESS: AUTOMOBILE GRAVEYARD < 100'
DESCRIPTION: AUTO GRAVEYARD < 100 Public Hearing Notice Fee

PROPERTY OWNER: JOY LOUISE

BUSINESS OWNER: JOY LOUISE M PHONE NUMBER:

PARTNER:
LOUISE JOY: 207-667-8901

PARTNER:
TOMMY JOY: 207-812-1204

:
:
:
:

SIGNATURE: X Louise M Joy
DATE: X Tommy Joy

LICENSE EFFECTIVE FROM:

EXPIRES: 09/30/2021

8/3/2020
Bill # 910
Ck # 2675
\$ 135.00 (80 PH
55 11.00
135.00
mailed: 8/3/2020
10/19/2020 CM

LICENSE TYPES

Class A Establishment

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

Class B Establishment

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

Class C Establishment

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

Victualer's

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

Mobile Vending Units

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

Amusement

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

Lodging house

 New Renewal

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

Liquor

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

Arcade

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

Special Amusement

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

APPROVED BY:

[Signature]

CODE ENFORCEMENT/HEALTH OFFICER

DATE: 10-14-2020

[Signature]

FIRE DEPARTMENT

DATE: 10/14/2020

[Signature]

POLICE DEPARTMENT

DATE: 8/4/20

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

[Signature] 9/24/2020

CITY TREASURER/ TAX COLLECTOR

REMARKS:

APPROVAL CRITERIA

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

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

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

Item #9 (2)

APPLICATION FOR AUTOMOBILE GRAVEYARD AND/OR JUNKYARD PERMIT

MUNICIPAL USE ONLY

Tentative Date of Hearing... 10/19/2020 Application Received... 9/11/2020
Time of Hearing... 7:00 PM Permit #
Place of Hearing... City Council Fee Paid \$... 135.00
Notifications sent by... Ellsworth American Date... 9/11/2020
10/8 + 10/15

To the City of Ellsworth, Hancock County, State of Maine
I/We hereby make an application for a permit to establish, operate or maintain an Automobile Graveyard and/or Junkyard at the following described location and in accordance with the provisions of Title 30A, Sections 3751-3760, Chapter 481, Public Laws 1966.

- 1. Give location of Automobile Graveyard and/or Junkyard 62 Kyllies Way
2. Is the application made by or for a company, partnership, corporation-individual?
3. Is this property leased? NO Property owned by James Card II
Address... 4 Jim's Way, Ellsworth
4. How is "yard" screened? Fence? Type Height Trees? Type all
Embankment? Gully? Hill? Other?
5. How far is the edge of the "yard" from the center of the highway? 1207 feet
6. Can junk be seen from any part of the highway? Yes No
7. Were the State Statutes, Requirements and Fees explained to you? Yes No
8. Is any portion of this "yard" on public property? Yes No
9. Is this "yard" within 300 feet of a public Park, Public Playground, Public Bathing Beach, School, Church or Cemetery? Yes No
10. When was "yard" established? 2009 By Whom? City of Ellsworth
11. When was last permit issued? 2019 To whom? James Card II

APPLICATION FOR AUTOMOBILE GRAVEYARD
AND/OR JUNKYARD PERMIT

The undersigned certifies that the above information is true and correct to the best of his/her knowledge and that he/she is the owner or agent of the property or that he/she has been duly authorized by the owner, individual, partnership, company or corporation to make this application and to receive the permit under the law. Please draw a sketch of your location and automobile graveyard/junkyard below. Show footage on all sides and location in relationship to adjacent properties. Show distance (in feet) from edge of "yard" to center of highway. Fill in Route Number or Local Road Name. Name of nearest City/Town in each direction. Distance from nearest intersection, bridge or other known reference point.

*Please
See Attached*

Signed by:



For:

Mobility for James Card
Name of Company, Corp, Partnership, Individual

Address:

4 Jims Way, Ellsworth ME 04605

Tax Map No.

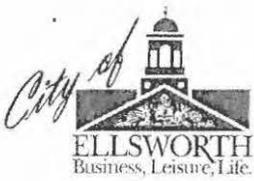
70

Lot No.

29

Zone

R2



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

BUSINESS LICENSE APPLICATION

CUSTOMER #113
APPLICANT: JIMBO'S JUNKIN
MAILING ADDRESS: CARD JAMES B II 4 JIMS WAY ELLSWORTH, ME 04605
MAP LOT: 07002900N002
BUSINESS TELEPHONE:
FAX NUMBER:
EMAIL ADDRESS:
NAME OF BUSINESS (DBA): JIMBO'S JUNKIN
LOCATION OF BUSINESS: 62 KYLIES WAY
NUMBER OF EMPLOYEES:
NATURE OF BUSINESS: AUTOMOBILE GRAVEYARD < 100'
DESCRIPTION: AUTO GRAVEYARD < 100 Public Hearing Notice Fee

PROPERTY OWNER: CARD JAMES B II

BUSINESS OWNER: JIMBO'S JUNKIN PHONE NUMBER:

EMERGENCY CONTACT:
ALICIA CARD: 207-266-4857

PARTNER:
JAMES CARD II: 207-667-7479

EMERGENCY CONTACT:
JENNIFER ROBIDOUX: 207-667-7479

:
:

SIGNATURE:

DATE:


9/11/20.

LICENSE EFFECTIVE FROM:

EXPIRES: 09/30/2021

Bill # 904
Pd 9/11/2020
CK # 3374
\$ 135.00
PH 10/19/2020
10/8 + 10/15

LICENSE TYPES

Class A Establishment

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

Class B Establishment

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

Class C Establishment

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

Victualer's

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

Mobile Vending Units

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

Amusement

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

Lodging house

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

Liquor

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

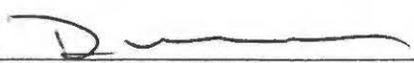
Arcade

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

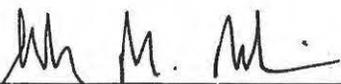
Special Amusement

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

APPROVED BY:


CODE ENFORCEMENT/HEALTH OFFICER
DATE: Oct 14 2020


FIRE DEPARTMENT
DATE: 10/14/2020


POLICE DEPARTMENT
DATE: 10/14/20

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

 9/24/2020
CITY TREASURER/ TAX COLLECTOR

REMARKS:

APPROVAL CRITERIA

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

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

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

BILL CREDIT AGREEMENT

(Maine C&I Net Energy Billing – Tariff Rate Credit Program)

This Bill Credit Agreement (“*Agreement*”) is entered into as of _____, 2020 (the “*Effective Date*”) and is by and between Industrial Road Ellsworth Solar, LLC, a Delaware limited liability company (“*Seller*”), and The City of Ellsworth, Maine, a Maine municipality (“*Buyer*”). In this Agreement, Seller and Buyer are sometimes referred to individually as a “*Party*” and collectively as the “*Parties*.”

RECITALS

WHEREAS, Seller is in the business of financing, developing, owning, operating and maintaining solar electric generation facilities;

WHEREAS, Seller proposes to finance, install, own, operate and maintain a Distributed Generation Resource (as further defined herein, the “*Distributed Generation Resource*”);

WHEREAS, the Distributed Generation Resource is expected to qualify as a “distributed generation resource” pursuant to Title 35-A, § 3209-B(1)(C) and be eligible to participate in Maine’s net energy billing program for commercial or institutional customers (each, a “*C&I Customer*”) of investor-owned transmission and distribution utilities (each, a “*T&D Utility*”) as administered by the Maine Public Utilities Commission (“*MPUC*”) in accordance with Title 35-A, § 3209-B and such MPUC rules enacted thereunder (the “*C&I NEB Program*”);

WHEREAS, each C&I Customer participating in the C&I NEB Program shall be entitled to receive monetary value bill credits or banked kWh bill credits from such T&D Utility associated with the Energy generated by the Distributed Generation Resource to apply against such C&I Customer’s electricity bill from such T&D Utility in accordance with the Tariff Rate and the applicable C&I NEB Agreement for the applicable period enacted under the C&I NEB Program (such monetary value or banked kWh bill credits, the “*Bill Credits*”); and

WHEREAS, Seller desires to sell and deliver to Buyer, and Buyer desires to purchase and receive from Seller, the allocation of Bill Credits (as further defined herein, “*Buyer’s Allocation*”) associated with the electricity generated by the Distributed Generation Resource and delivered by Seller to the T&D Utility during the Term (as such terms are defined herein), subject to the terms and conditions, and at the prices, set forth in this Agreement, which is intended by the Parties to set forth Buyer’s “Financial Interest” in such “distributed generation resource” pursuant to the C&I NEB Program.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual premises, representations, warranties, covenants, conditions herein contained, and the referenced Exhibits attached hereto, Seller and Buyer agree as follows.

ARTICLE I DEFINITIONS

When used in this Agreement, the following terms shall have the meanings given below, unless a different meaning is expressed or clearly indicated by the context. Words defined in this Article I which are capitalized shall be given their common and ordinary meanings when they

appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings.

“Applicable Legal Requirements” means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction, including the C&I NEB Program rules or regulations, of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen, and all licenses, permits, and other governmental consents, which may at any time be applicable to a Party’s rights and obligations hereunder, including, without limitation, the construction, operation, and ownership of the Distributed Generation Resource, as well as the selling and purchasing of Buyer’s Allocation of Bill Credits generated therefrom.

“Bill Credits” shall have the meaning set forth in the recitals of this Agreement.

“Business Day” means a day on which Federal Reserve member banks in Boston are open for business; and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time.

“Buyer’s Allocation” shall have the meaning set forth in Section 4.1, as specified in Exhibit D.

“Buyer’s Customer Accounts” shall have the meaning set forth in Section 4.2, as specified in Exhibit A.

“C&I Customer” shall have the meaning set forth in the recitals of this Agreement.

“C&I NEB Agreement” shall have the meaning set forth in Section 4.2.

“C&I NEB Program” shall have the meaning set forth in the recitals of this Agreement.

“Change in Law” shall have the meaning set forth in Section 6.4 of this Agreement.

“Commercial Operations Date” means the date on which Seller’s Distributed Generation Resource commences continuous generation of Energy on a commercial basis, and the interconnection to the local electrical distribution system has been authorized and is functioning with the LDC.

“Confidential Information” means all oral and written information exchanged between the Parties which contains proprietary business or confidential information of a Party and is clearly marked, or designated, if oral, as “confidential” by such Party. The Parties agree that the provisions and specifics (but not the existence) of this Agreement constitute Confidential Information. The following exceptions, however, do not constitute Confidential Information for purposes of this Agreement: (a) information that is or becomes generally available to the public other than as a result of a disclosure by either Party in violation of this Agreement; (b) information that was already known by the receiving Party on a non-confidential basis prior to this Agreement; (c) information that becomes available to receiving Party on a non-confidential basis from a source other than the disclosing Party if such source was not subject to any prohibition against disclosing the information to such Party; (d) information a Party is required to disclose in connection with any administrative or regulatory approval or filing process in

connection with the conduct of its business or in accordance with any statute or regulations; (e) information disclosed as part of a public proceeding or meeting of the Buyer's governing or legislative body that is held to authorize the Buyer to enter into this Agreement; (f) information disclosed pursuant to any applicable law, rule or regulation requiring such disclosure, or as compelled by legal process including, but not limited to any "public records", the Maine Freedom of Access law or "freedom of information" request or pursuant to the order or requirement of a court, administrative agency, or other Governmental Authority and (g) information that is disclosed by the receiving Party with the prior written permission of the disclosing Party.

"Contract Year" means each twelve (12) month period following the Commercial Operations Date.

"Distributed Generation Resource" means the photovoltaic (PV) electrical generation facility, to be constructed owned, operated and maintained by Seller, which qualifies as a distributed generation resource under the C&I NEB Program, together with all appurtenant facilities required to interconnect such facility to the local electric distribution system, as more particularly described in Exhibit D.

"Energy" means the amount of electricity either used or generated over a period of time, expressed in terms of kilowatt hour ("kWh") or megawatt hour ("MWh").

"Event of Default" shall have the meaning set forth in Section 8.1.

"Force Majeure" means any cause not within the reasonable control of the affected Party which precludes that Party from carrying out, in whole or in part, its obligations under this Agreement, including, but not limited to, Acts of God; hurricanes or tornados; fires; epidemics including without limitation the COVID-19 epidemic as determined by the applicable Governmental Authority with jurisdiction to make such a determination; pandemics as determined by the applicable Governmental Authority with jurisdiction to make such a determination; landslides; earthquakes; floods; other natural catastrophes; strikes; lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any Governmental Authority acting in its regulatory or judicial capacity, provided, however, that any such discretionary acts, failures to act or orders of any kind by Buyer may not be asserted as an event of *Force Majeure* by Buyer; delays or failures that either Party can reasonably demonstrate are caused by the LDC; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil disturbances or explosions. A Party may not assert an event of *Force Majeure* to excuse it from performing due to any governmental act, failure to act, or order, where it was reasonably within such Party's power to prevent such act, failure to act, or order. Economic hardship of either Party, general economic or energy market conditions, or the acts, failures to act or orders of any kind of any Governmental Authority acting in its regulatory or judicial capacity relating to (i) the enactment, adoption, promulgation, modification or repeal after the Effective Date of the C&I NEB Program, including the provisions of 35-A M.R.S. § 3209-B or other C&I NEB Program requirements, (ii) interconnection in connection with the Distributed Generation Resource, and (iii) state, federal or municipal environmental permits or approvals for the Distributed Generation Resource and shall not constitute an event of *Force Majeure*.

“Generation Contingent” means that Seller’s failure to deliver under this Agreement is excused if the Distributed Generation Resource does not generate and deliver sufficient Energy to the LDC necessary for the LDC to deliver Bill Credits under the C&I NEB Program, provided that such exemption shall not be construed to prevent Buyer from exercising Buyer’s rights of early termination as set for in Section 2.2 of this Agreement. In such an event, Seller shall not be liable to Buyer for any damages.

“Governmental Authority” means any national, state or local government, independent system operator, regional transmission owner or operator, any political subdivision thereof or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity.

“Governmental Charges” means all applicable federal, state and local taxes (other than taxes based on income or net worth, but including, without limitation, sales, use, gross receipts or similar taxes), governmental charges, emission allowance costs, duties, tariffs, levies, licenses, fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a Governmental Authority, local electric distribution company, or other similar entity, on or with respect to the sale or purchase of Buyer’s Allocation of Bill Credits.

“Interconnection Agreement” shall mean the Interconnection Service Agreement entered into with the LDC, that authorizes the interconnection of the Distributed Generation Resource with the local electric distribution system in accordance with Applicable Legal Requirements.

“Interest Rate” means 200 basis points above the prime rate as published in the Wall Street Journal.

“LDC” means the local electric distribution company, Versant Power, which is a T&D Utility subject to the C&I NEB Program.

“Lender” means the entity or person(s) providing financing (including, without limitation, any debt, equity or tax equity financing) to Seller or its affiliate in connection with the Distributed Generation Resource.

“MPUC” shall have the meaning set forth in the recitals of this Agreement.

“Payment” shall have the meaning set forth in Section 4.3.

“Price” shall have the meaning set forth in Section 4.3.

“Renewable Energy Certificate” or **“REC”** means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of Energy, or product associated with the generation of a megawatt hour (MWh) from a renewable energy source by a renewable energy project, and excluding, for the avoidance of doubt, any Tax Attributes and the Bill Credits.

“**Tariff Rate**” means the Tariff Rate applicable to the Buyer’s “Customer Class” for obtaining service from the LDC under the C&I NEB Program as of the Effective Date with respect to each applicable Buyer’s Customer Account, as approved by the MPUC each year pursuant to Chapter 313, Section 3(K)(4) of the MPUC’s rules, together with any subsequent amendments and approvals thereto. See, e.g. *Order Setting Net Energy Billing Tariff Rate* dated December 2, 2019, in Maine Public Utilities Commission Docket No. 2019-00197 establishing the Tariff Rate for 2020.

“**Tax Attributes**” means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Distributed Generation Resource or the output generated by the Distributed Generation Resource (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation.)

“**T&D Utility**” shall have the meaning set forth in the recitals of this Agreement.

ARTICLE II TERM

2.1 Term. The term of this Agreement (the “**Term**”) shall commence on the Effective Date and shall end at the earlier of (i) 11:59 PM on the day preceding the twentieth (20th) anniversary of the Commercial Operations Date of the Distributed Generation Resource to the LDC (the “**Termination Date**”), or (ii) such date as of which this Agreement may be earlier terminated pursuant to the provisions hereof; *provided however*, that in the event there is a delay in the allocation of Bill Credits to Buyer by the LDC, the Parties agree to work together in good faith to complete the purchase and sale of Bill Credits allocated to Buyer associated with the Energy delivered by the Distributed Generation Resource to the LDC through the twentieth (20th) anniversary of the Commercial Operations Date of the Distributed Generation Resource.

2.2 Early Termination by Buyer. The Buyer may terminate this Agreement without penalty or any liability (a) prior to the Commercial Operations Date if (i) Seller has not achieved commercial operation within twenty-four (24) months of the Effective Date of this Agreement other than for reasons of Force Majeure or (ii) in accordance with the provisions set forth in Section 2.4, where applicable; or (b) after the Commercial Operations Date if the Distributed Generation Resource generates and delivers to the LDC grid less than fifty percent (50%) of its expected Energy output for a period of eighteen (18) consecutive months other than for the reasons of Force Majeure. In the case of termination pursuant to this Section 2.2, the Buyer shall give the Seller thirty (30) days prior written notice and opportunity to cure of thirty (30) days from the date of such notice, and absent Seller’s cure during such period this Agreement shall terminate without further liability of the Seller to the Buyer and of the Buyer to the Seller, provided that the Buyer and Seller shall not be released from any payment or other obligations arising under this Agreement prior to such termination.

2.3 Early Termination by Seller. The Seller may terminate this Agreement without penalty or any liability if, after diligently exerting commercially reasonable efforts, Seller is unable to obtain the requisite approvals and executed agreements listed in this Section 2.3 in form and

substance deemed acceptable by Seller in its discretion within twelve (12) months of the Effective Date, unless such period is extended by mutual agreement of the Parties. In the case of termination pursuant to this Section 2.3, the Seller shall give the Buyer thirty (30) days prior written notice, and this Agreement shall terminate without further liability of the Seller to the Buyer and of the Buyer to the Seller, provided that the Buyer and Seller shall not be released from any payment or other obligations arising under this Agreement prior to such termination.

- a. Interconnection Agreement with the LDC;
- b. ASTM 1527-13 Phase I Environmental Site Assessment, ALTA Commitment for Title Insurance including necessary underlying real estate title search report(s), ALTA land title survey(s), and recording of necessary curative documents; together with such applicable zoning, land use, building and electrical permits and approvals necessary for the construction of the Distributed Generation Resource required by Applicable Legal Requirements;
- c. C&I NEB Agreement with the LDC; and
- d. Seller has obtained financing commitments for the Distributed Generation Resource, and any of Seller's Lenders have approved of this Agreement.

2.4 Not Applicable.

ARTICLE III FACILITY OWNERSHIP AND OPERATION

3.1 Title. Title to the Distributed Generation Resource and all generation capacity payments pursuant to the ISO-NE forward capacity market, Renewable Energy Certificates and Tax Attributes produced or associated with the Distributed Generation Resource shall be with and belong to the Seller or its assigns.

3.2 Notice of Commercial Operations Date. Subject to the provisions of this Agreement, Seller shall promptly notify Buyer in writing when the Distributed Generation Resource has achieved the Commercial Operations Date.

3.3 Seller's Operation of Facilities. Seller shall install, operate and maintain the Distributed Generation Resource in material accordance with all Applicable Legal Requirements, all applicable equipment manufacturers' guidelines and recommendations, and pursuant to widely accepted industry practice and shall maintain such documents and records necessary to confirm Seller's installation, operation and maintenance of the Distributed Generation Resource in material accordance with such standards.

3.4 Seller's Obligation To Maintain Facilities; Insurance. Seller shall maintain the Distributed Generation Resource and the individual components thereof in good working order at all relevant times during the Term of this Agreement, subject to reasonable time allowed for maintenance, repair and event(s) of Force Majeure. Seller shall carry insurance coverage in an amount reasonably expected to repair or replace the Distributed Generation Resource if damaged, or in an amount as required by a Lender, as Seller may determine in its discretion. Notwithstanding the foregoing, for the duration of the Agreement, at a minimum, Seller shall carry all insurance required by Applicable Legal Requirements and Commercial General

Liability Insurance, including coverage by an endorsement or otherwise for Seller's defense and indemnification obligations under the Agreement, with per occurrence limits of not less than one million dollars (\$1,000,000).

3.6 Net Energy Billing. Seller, as "*Sponsor*" under the C&I NEB Program, will submit such applications to the LDC and will execute and deliver such contracts with the LDC as may be necessary or appropriate to qualify the Distributed Generation Resource to receive Bill Credits under the C&I NEB Program.

ARTICLE IV PURCHASE AND SALE OF BUYER'S ALLOCATION OF BILL CREDITS

4.1 Sale and Purchase of Buyer's Allocation of Bill Credits. Commencing on the Commercial Operations Date, on a monthly basis Seller agrees to sell to Buyer, and Buyer agrees to purchase and accept all of Seller's right, title and interest to the percentage of Bill Credits allocated to Buyer associated with the Energy delivered by the Distributed Generation Resource to the LDC, free and clear of all claims, liens, security interests and encumbrances of any kind, nature and description, as set forth on Exhibit D (such percentage, "*Buyer's Allocation*") and in accordance with the allocation method specified on Exhibit A. Seller's obligations under this Section 4.1 are Generation Contingent, but this shall not be construed as a waiver of the early termination provisions under Section 2.2.

4.2 Account Allocation. To facilitate the LDC's delivery of Bill Credits allocated to Buyer pursuant to Section 4.1, and in accordance with the allocation methodology set forth on Exhibit A, Seller shall request (through completion of either "*Exhibit 1 – Percentage Allocation*" or "*Exhibit 2 – Cascading Allocation*" to the applicable "[LDC] *Customer Financial Billing Credits Agreement*" between the LDC and Seller, such agreement, the "*C&I NEB Agreement*", or other means as may be required by the LDC) that the LDC allocate the Buyer's Allocation of Bill Credits specified in Section 4.1 to and among each of Buyer's customer account(s) with the LDC as designated on Exhibit A or as modified in accordance with Section 4.4 (such LDC accounts, the "*Buyer's Customer Accounts*", and such LDC allocation of Bill Credits to and among each Buyer Customer's Account, the "*LDC Allocation*"). Buyer understands that the Bill Credits to be received by Buyer from the LDC associated with the electricity delivered by Seller to the LDC during a particular month will be reflected by the LDC on Buyer's statement from the LDC as a monetary credit amount or as a banked kWh credit; and that the LDC shall reflect such credit on Buyer's monthly invoice according to the LDC's billing cycle, which may be approximately one (1) or more months after the Distributed Generation Resource delivers the electricity associated with such Bill Credits to the LDC. Prior to the Commercial Operations Date, Buyer shall take all actions necessary to allow Seller to access, for the Term, Buyer's monthly bills and invoices received from the LDC with respect to the calculation and allocation of any Bill Credits. To the extent such bills and invoices are, or become, available from the LDC via an electronic platform, Buyer shall satisfy its obligations under this Section by granting Seller access to such online information.

4.3 Payment. The payment that Buyer shall make to Seller for Buyer's Allocation of Bill Credits under this Agreement (the "*Payment*") shall be determined by (1) summing the aggregate monetary value of the total Bill Credits allocated to each of Buyer's Customer Accounts by the LDC during any LDC billing period attributable to the Energy delivered by

Distributed Generation Resource to the LDC during the Term of this Agreement; *provided, however*, where the LDC initially allocates Bill Credits to Buyer's Customer Accounts as a banked kWh credit, Seller shall determine such portion of the Payment as if such banked kWh credit was allocated to such Buyer's Customer Account as a monetary value at the applicable Tariff Rate during such LDC billing period, and (2) multiplying that aggregate monetary value by seventy four percent (74% or 0.74) (this percentage is hereinafter referred to as the "*Price*"). Buyer shall retain twenty six percent (26% or 0.26) of such aggregate monetary value of the total Bill Credits allocated to each of Buyer's Customer's Accounts by the LDC during each LDC billing period.

4.4 Buyer's Purchase Contingent on Acceptance of Energy by LDC; Adjustments to LDC Allocation. The Parties acknowledge and agree that Buyer's agreement to purchase Buyer's Allocation of Bill Credits from Seller is contingent upon and subject to the LDC's acceptance of the Energy delivered by the Distributed Generation Resource. During the Term of this Agreement, if for any reason the LDC refuses to credit certain Energy from the Distributed Generation Resource in its calculation of Bill Credits allocated to Buyer's Customer Account(s) with the LDC, Buyer's obligation to make purchases for the Buyer's Allocation of Bill Credits associated with such uncredited Energy shall terminate, and Seller shall promptly refund to Buyer the Payment by Buyer associated with any Energy for which the LDC refused to allocate Bill Credits to Buyer's Customer Account(s), provided that if LDC subsequently agrees to credit such Energy in its calculation of Bill Credits, Buyer shall owe payment to Seller for such Bill Credits. Buyer appoints Seller as Buyer's agent and "Project Sponsor" (as used in the C&I NEB Program rules) with respect to communications with the LDC to secure appropriate allocation to and among Buyer's Customer Accounts, as set forth in Section 4.2, of Bill Credits allocable with respect to the Energy generated and delivered to the grid by the Distributed Generation Resource; and, if the LDC adjusts any allocation of Bill Credits to Buyer's Customer Accounts to correctly reflect the Energy generated and delivered to the grid by the Distributed Generation Resource, Buyer (or Seller) shall make undisputed payments to Seller (or Buyer) for these adjusted Bill Credit allocations pursuant to Section 4.1 after the Bill Credit adjustments are reflected on a Buyer's LDC invoice; and this requirement to make undisputed payments will survive termination of this Agreement. For clarity, the use, application or expiration of banked kWh Bill Credits by the LDC in any LDC billing period following initial allocation of such banked kWh Bill Credits to a Buyer's Customer Account shall not result in an adjustment to the Payment or amounts otherwise payable under this Agreement. In addition, throughout the Term of this Agreement, Buyer may request changes to the Buyer's Customer Accounts with the LDC and to the LDC Allocation set forth in Exhibit A in accordance with the C&I NEB Program rules and applicable agreements, and Seller shall cooperate with Buyer in making such requests for such changes and modifications with the LDC and providing any updated Buyer's Customer Account allocation schedule to the LDC. In modifying such allocation schedule, Buyer will not take any action that would eliminate or reduce the Buyer's Allocation or ability to receive Bill Credits.

4.5 Title To Bill Credits. Title to the Bill Credits, including the right to receive such Bill Credits once issued by the LDC, will pass from Seller to Buyer upon the LDC's issuance of such Bill Credits to Buyer's Customer Accounts.

4.6 Non-Exclusive Agreement. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that Buyer's agreement to purchase the Buyer's Allocation of

Bill Credits from Seller is not exclusive, and Buyer shall have the right and ability to enter into agreements with other parties to purchase additional allocations of Bill Credits, subject to all Applicable Legal Requirements; provided, however, that such additional agreements shall not affect (i) Buyer's performance under this Agreement or (ii) the LDC Allocation as set forth in this Agreement. Additionally, the Parties acknowledge and agree that where Buyer's Allocation is less than one hundred percent (100%), Seller shall have the right and ability to enter into agreements with other parties to purchase such remaining allocation(s) of Bill Credits associated with the Energy otherwise delivered by the Distributed Generation Resource to the LDC.

4.7 Governmental Charges.

a. Buyer shall either pay or reimburse Seller for any Governmental Charges assessed on the delivery, sale, or consumption of Buyer's Allocation of Bill Credits. Seller is responsible for any other Governmental Charges associated with the Distributed Generation Resource.

b. The Parties shall use reasonable efforts to administer this Agreement and implement its provisions so as to minimize Governmental Charges to the extent permitted by law. In the event any of the sales of Buyer's Allocation of Bill Credits hereunder are to be exempted from or not subject to one or more Governmental Charges, the Party claiming such exemption shall, upon a Party's written request therefore, provide the requesting Party with all necessary documentation to evidence such exemption or exclusion in a timely manner.

ARTICLE V PAYMENT

5.1 Payment. During each monthly billing cycle, Seller shall provide Buyer with an invoice for the Payment in accordance with Section 4.3 (the "**Invoice**"). Subject to the provisions of Section 4.4, Buyer shall pay all invoiced amounts owed to Seller by a mutually agreeable method. Any payment not made to Seller within thirty (30) days of the Buyer's receipt of a proper Invoice shall bear interest from the date on which such payment was required to have been made through and including the date such payment is actually received by Seller. Such interest shall accrue at a rate equal to the Interest Rate.

5.2 Records and Audits. Each Party shall keep, for a period of not less than six (6) years after the expiration or termination of any transaction, records sufficient to permit verification of the accuracy of billing statements, Invoices, charges, computations and payments for such transaction. During such period each Party may, at its sole cost and expense, and upon reasonable notice to the other Party, examine the other Party's records pertaining to such transactions during the other Party's normal business hours. Seller shall, within ten (10) Business Days of the conclusion of each quarter, provide documentation of the amount of electricity generated by the Distributed Generation Resource. Each Party shall also provide commercially reasonable assistance to the other Party with respect to any audit or verification that such requesting Party may take with respect to the LDC's issuance of Bill Credits.

5.3 Payment Dispute. If a Party, in good faith, disputes an amount owed or paid as provided in this Agreement, the disputing Party shall immediately notify the other Parties of the basis for the dispute and pay the undisputed portion of such Invoice no later than the due date. The Parties agree to negotiate in good faith to resolve any dispute arising under this Section 5.3 within sixty (60) days of issuance of such notice. Upon resolution of the dispute, any required

payment shall be made within seven (7) Business Days of such resolution along with the interest accrued at the Interest Rate, from and including the due date through and including the date such payment is actually received by Seller. Any overpayments shall be returned by the receiving Party upon request or deducted from subsequent payments with interest accrued at the Interest Rate from the date payment was made to the date payment is returned by the receiving Party, at the option of the overpaying Party. The Parties shall only be entitled to dispute an amount owed or paid under this Section 5.3 within twenty-four (24) calendar months from the date of issuance of such Invoice. If the Parties are unable to resolve a payment dispute after good faith negotiations in accordance with this Section 5.3, the Parties shall follow the procedure set forth in Section 12.5.

ARTICLE VI OBLIGATIONS OF THE PARTIES

6.1 Commercial or Institutional Net Energy Billing Program.

a. Each Party's obligations under this Agreement are subject to the Distributed Generation Resource becoming eligible to and to participate in the C&I NEB Program. If, within twelve (12) months from the Effective Date, the Distributed Generation Resource does not so qualify, this Agreement shall terminate without further liability of the Seller to the Buyer and of the Buyer to Seller, provided that Buyer and Seller shall not be released from any payment or other obligations arising under this Agreement prior to such termination.

b. Subject to the provisions of this Agreement, each Party agrees to take all reasonable measures with respect to which it has legal capacity to facilitate and expedite the review of all approvals necessary for the Distributed Generation Resource to become eligible for and to participate in the C&I NEB Program.

c. So long as any such amendment will materially benefit a Party without material detriment to the other Party and is otherwise permitted by law, the Parties commit to each other in good faith to make commercially reasonable efforts to fully cooperate and assist each other to amend this Agreement in a timely fashion to conform to any rule(s) or regulation(s) regarding the C&I NEB Program and ensure that the Distributed Generation Resource is eligible to participate in the C&I NEB Program.

6.2 Seller's Obligations.

a. Seller shall maintain accurate operating and other records and all other data for the purposes of proper administration of this Agreement, including such records as may be required of Seller (and in the form required) by any Governmental Authority or the local electric distribution company. Seller shall also provide assistance to Buyer, as may be reasonably requested from time to time, for Buyer to verify the value of Bill Credits allocated to Buyer's Customer Account(s) by the LDC.

b. Seller shall perform its obligations under this Agreement in compliance with the Applicable Legal Requirements.

6.3 Buyer's Obligations.

a. Buyer hereby represents and warrants that as of the Effective Date it is designated as the following “Customer Class(es)” with the LDC, as set forth in Exhibit A:

(i) **Small Commercial**; and *provided further*, that in Buyer’s capacity as a Small Commercial customer of the LDC, Buyer hereby acknowledges receipt and acceptance of the “*Consumer Disclosure Form for Marketing Net Energy Billing Tariff Rate Projects to Small Commercial Customers in Maine*” provided by SunRaise Development on behalf of Seller to Buyer substantially in the form set forth as Exhibit E in accordance with the C&I NEB Program; and

(ii) **Medium Commercial or Industrial**.

b. Buyer shall perform its obligations under this Agreement in compliance with the Applicable Legal Requirements.

c. Buyer shall reasonably cooperate with Seller so that Seller can meet its obligations under this Agreement, including such cooperation as may be required of Buyer (and in the form required) by any Governmental Authority or the LDC, including without limitation, (x) timely completion and submission of the applicable “Customer Net Energy Billing Agreement Application” (including designation of Seller as Buyer’s “*Contact Person*” on such application for purposes of administering this Agreement), (y) providing any information or other cooperation as may be required for Seller to enter into the applicable C&I NEB Agreement with the LDC in accordance with the C&I NEB Program requirements, and (z) providing such authorizations as may be necessary or required for the LDC to provide Seller with electronic access to Buyer LDC invoices and related billing information in accordance with the terms of this Agreement.

6.4 Change of Law.

a. “**Change in Law**” means (i) the enactment, adoption, promulgation, modification or repeal after the Effective Date of a change in the C&I NEB Program, including the provisions of 35-A M.R.S. § 3209-B or other C&I NEB Program requirements; (ii) the imposition after the Effective Date of this Agreement of any material conditions regarding the interconnection of the Distributed Generation Resource; or (iii) the imposition after the Effective Date of this Agreement of any material conditions on the issuance or renewal of any permit deemed necessary for the Distributed Generation Resource.

b. If any Change in Law occurs that has a material adverse effect on the economic value of this Agreement to a Party, including the availability of Bill Credits to Buyer with respect to the Distributed Generation Resource as contemplated hereunder, then, within thirty (30) days following receipt by one Party (the “**Receiving Party**”) from the other Party (the “**Requesting Party**”) of notice of such Change in Law together with a reasonable explanation of how such Change in Law has had or shall have a material adverse effect on the economic value of this Agreement to such Requesting Party, the Parties shall meet and attempt in good faith to negotiate amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement to both Parties. If the Parties are unable to agree upon such amendments within a sixty (60) day period, then the Requesting Party shall have the right but not the obligation to terminate this Agreement upon thirty (30) days advance written notice to the Receiving Party, and, effective upon such termination, neither Party shall have further liability to

the other Party, except with respect to payment of amounts accrued prior to termination. Without limitation, Buyer shall pay Seller for any Bill Credits generated by Seller and received by Buyer on an LDC invoice through termination that have or may continue to be allocated to Buyer by the LDC before or after termination, provided that Seller shall notify the LDC immediately to stop any Bill Credit allocation to Buyer for any Bill Credits generated after termination of this Agreement and shall promptly provide a copy of such notification to Buyer.

ARTICLE VII REPRESENTATIONS AND WARRANTIES; ACKNOWLEDGEMENTS; BUYER'S COVENANTS

7.1 Representations and Warranties. As of the Effective Date, each Party represents and warrants to the other Parties as follows.

a. The Party is duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation; and authorized to conduct business in Maine.

b. The Party has full legal capacity to enter into and perform this Agreement.

c. The execution, delivery and performance of the Agreement has been duly authorized, and each person executing the Agreement on behalf of the Party has full authority to do so and to fully bind the Party.

d. The execution and delivery of this Agreement and the performance of the obligations hereunder will not violate or conflict with any Applicable Legal Requirement, any order of any court or other agency of government, or any provision of any agreement or other instrument to which the Party is bound, and this Agreement is a valid obligation of the Party, enforceable against the Party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).

e. There is no litigation, arbitration, administrative proceeding, or bankruptcy proceeding pending or being contemplated by the Party, or to the Party's knowledge, threatened against the Party, that would materially and adversely affect the validity or enforceability of this Agreement or the Party's ability to carry out the Party's obligations hereunder.

7.2 Forward Contract; Bankruptcy Code. Seller asserts that this Agreement and the transactions contemplated hereunder are a "forward contract" within the meaning of the United States Bankruptcy Code, and that Seller is a "forward merchant" within the meaning of the United States Bankruptcy Code. The Seller further assert that Seller is not a "utility", as such term is used in Section 366 of the United States Bankruptcy Code, and Buyer agrees to waive and not to assert the applicability of the provisions of Section 366 in any bankruptcy proceeding wherein Buyer is a debtor.

ARTICLE VIII TERMINATION/DEFAULT/REMEDIES

8.1 Events of Default. The following shall each constitute an Event of Default by the applicable Party (an "*Event of Default*").

a. The Party fails to make any material payment due under this Agreement within thirty (30) days after such payment is due unless the specific amount of the payment not made is being disputed or such failure continues for a period of five (5) Business Days after receipt of written notice of such nonpayment.

b. The Party fails to perform or comply with any material covenant or agreement set forth in this Agreement and such failure continues for a period of thirty (30) days after receipt of written notice thereof from another Party; provided, however, if the defaulting Party proceeds with due diligence during such thirty (30) day period to cure such breach and is unable by reason of the nature of the work involved using commercially reasonable efforts to cure the same within the said thirty (30) days, the defaulting Party's time to do so shall be extended by the time reasonably necessary to cure the same, provided that such extended cure period shall be no longer than one hundred and eighty (180) days, unless such time period is extended by mutual agreement of the Parties, such agreement not to be unreasonably withheld, conditioned or delayed, and further provided that the cure periods in this section shall not apply to and do not constitute a waiver of the early termination provision in Section 2.2 of this Agreement.

c. Fraud or intentional misrepresentation by the Party with respect to any of the covenants or agreements or representations and warranties of this Agreement.

d. The Party: (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) becomes insolvent or is unable to pay its debts or fails (or admits in writing its inability) generally to pay its debts as they become due; (iii) except for assignments made pursuant to Section 10.1 (regarding financing), makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iv) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up, reorganization or liquidation, which proceeding or petition is not dismissed, stayed or vacated within twenty (20) Business Days thereafter; (v) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights; (vi) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; (vii) except for exercise of possession through assignments made pursuant to Section 10.1 (regarding financing), has a secured party take possession of all or substantially all of its assets, or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets; (viii) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vii) inclusive; or (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

8.2 Force Majeure. Except as specifically provided herein, if by reason of *Force Majeure* a Party is unable to carry out, either in whole or in part, any of its obligations herein contained, such Party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing Party, within three (3) weeks after the occurrence of the *Force Majeure* event, gives the other Parties hereto written notice describing the particulars of the occurrence and the anticipated period of delay; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the *Force Majeure* event; (iii) no

obligations of the Party which were to be performed prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence; and (iv) the non-performing Party shall use commercially reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations.

8.3 Termination for Default.

a. Upon the occurrence of an Event of Default, a non-defaulting Party at any time thereafter may give written notice to the defaulting Party specifying such Event of Default and such notice may state that this Agreement and the Term shall expire and terminate on a date specified in such notice, which shall be at least five (5) Business Days after the giving of such notice, and upon any termination date specified in such notice and the expiration of the applicable cure period without cure of such Event of Default, this Agreement shall terminate as though such date were the date originally set forth herein for the termination hereof.

b. In the event this Agreement is terminated as a result of an Event of Default, (i) Seller shall have no further obligation to deliver, and Buyer shall have no further obligation to purchase, Buyer's Allocation of Bill Credits from Seller, provided, however, that Buyer shall pay Seller for any Buyer's Allocation of Bill Credits that have or may continue to be allocated to Buyer by the LDC as a result of Energy delivered to the LDC prior to the date of Termination, and (ii) Seller shall notify the LDC immediately to stop any future allocation or issuance of Bill Credits associated with Energy delivered by Seller to the LDC forthwith, and shall promptly provide a copy of such notification to Buyer.

ARTICLE IX REMEDIES AND LIMITATION OF LIABILITY

9.1 Remedies. Subject to the limitations set forth in this Agreement, each Party reserves and shall have all rights and remedies available to it at law or in equity with respect to the performance or non-performance of the other Party hereto under this Agreement. Each Party agrees that it has a duty to mitigate damages that it may incur as a result of a Party's non-performance under this Agreement.

9.2 Limitation of Liability. WITH THE EXCEPTION OF THE PARTIES' OBLIGATIONS SET FORTH IN THE FOLLOWING SECTION 9.3, NO PARTY SHALL BE LIABLE TO THE OTHERS FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, SPECULATIVE OR PUNITIVE DAMAGES OF ANY CHARACTER, RESULTING FROM, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY INCIDENT TO ANY ACT OR OMISSION OF ANY OF THE PARTIES RELATED TO THE PROVISIONS OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE (EXCEPT GROSS NEGLIGENCE OR WILLFUL MISCONDUCT), STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY.

9.3 Indemnification. Notwithstanding anything to the contrary in Section 9.2, Buyer shall not be responsible or liable for any personal injury or property damage caused by or occurring upon the Distributed Generation Resource or any individual component thereof. Seller shall defend, indemnify and hold harmless Buyer, its officers, directors, agents, and employees from and against any and all third-party claims, demands, liens, lawsuits, judgments or actions of any

nature regarding personal injury or property damage that may be brought on account of the construction, installation, operation, maintenance, repair or replacement of the Distributed Generation Resource or any component thereof.

9.4 Waivers.

a. No Implied Waivers – Remedies Cumulative. No covenant or agreement under this Agreement shall be deemed to have been waived by a Party, unless such waiver shall be in writing and signed by the Party against whom it is to be enforced or such Party's duly authorized agent. Consent or approval of a Party to any act or matter must be in writing, shall apply only with respect to the particular act or matter in which such consent or approval is given, and shall not relieve any other Party from the obligation wherever required under this Agreement to obtain consent or approval for any other act or matter. The failure of a Party to insist upon the strict performance of any one of the covenants or agreements of this Agreement or to exercise any right, remedy or election herein contained or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such covenant or agreement, right, remedy or election, but the same shall continue and remain in full force and effect. Any right or remedy of a Party herein specified or any other right or remedy that a Party may have at law, in equity or otherwise upon breach of any covenant or agreement herein contained shall be a distinct, separate and cumulative right or remedy and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other.

b. Acceptance of Payment. Neither receipt nor acceptance by a Party of any payment due herein, nor payment of same by a Party, shall be deemed to be a waiver of any default under the covenants or agreements of this Agreement, or of any right or defense that a Party may be entitled to exercise hereunder.

c. Immunity. Buyer represents and warrants that this Agreement and the incurring by the Buyer of payment and performance obligations hereunder are commercial rather than public or governmental acts and that Buyer is not entitled to claim immunity from legal proceedings related to contractual claims arising under this Agreement with respect to itself or any of its assets on the grounds of sovereignty or otherwise under any law or in any jurisdiction where an action may be brought for the enforcement of any of the contractual obligations arising under or relating to this Agreement. To the extent that Buyer or any of its assets has or hereafter may acquire any right to immunity from set-off, legal proceedings, attachment prior to judgement, other attachment or execution of judgement on the grounds of sovereignty or otherwise, Buyer hereby irrevocably waives such rights to immunity in respect of its contractual obligations arising under or relating to this Agreement.

ARTICLE X ASSIGNMENT

10.1 Prior Written Consent. No Party shall assign or in any manner transfer this Agreement or any part thereof without the prior written consent of the other Parties, which consent may not be unreasonably conditioned, withheld or delayed, except that no prior written consent shall be required in connection with any assignment to an affiliate, or through change of control, of Seller or in connection with the financing of the Distributed Generation Resource.

10.2 Collateral Assignment; Financing Provisions.

a. Financing Arrangements. Seller may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons providing financing for the Distributed Generation Resource. Buyer acknowledges that in connection with such transactions Seller may secure Seller's obligations by, among other collateral, an assignment of this Agreement and a first priority security interest in the Distributed Generation Resource. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any lender or lessor, as applicable, Buyer agrees as follows:

i. Consent to Collateral Assignment. Buyer hereby consents to both the sale of the Distributed Generation Resource to a Lender and the collateral assignment for the financing of the Seller's right, title and interest in and to this Agreement, provided that Lender (or its assignee) is of equivalent or greater creditworthiness than Seller, and Lender (or its assignee) agrees to assume all of Seller's rights under this Agreement in the event that Lender exercises its remedies such that the Distributed Generation Resource is sold to Lender.

ii. Rights of Lender. Notwithstanding any contrary term of this Agreement:

(A) Step-In Rights. The Lender, as owner of the Distributed Generation Resource, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Seller, any and all rights and remedies of Seller under this Agreement in accordance with the terms of this Agreement. The Lender shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Distributed Generation Resource;

(B) Opportunity to Cure Default. The Lender shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Seller thereunder or cause to be cured any default of Seller thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Lender to cure any default of Seller under this Agreement or (unless the Lender has succeeded to Seller's interests under this Agreement) to perform any act, duty or obligation of Seller under this Agreement, but Buyer hereby gives it the option to do so;

(C) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Distributed Generation Resource by the Lender, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Seller to the Lender (or any assignee of the Lender as defined below) in lieu thereof, the Lender shall give notice to Buyer of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement; and

(D) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Seller under the United States Bankruptcy Code, at the request of Lender made within ninety (90) days of such termination or rejection, Buyer may, in Buyer's

complete discretion, elect to enter into a new agreement with Lender or its assignee having substantially the same terms and conditions as this Agreement.

(iii) Right to Cure.

(A) Cure Period. Buyer will not exercise any right to terminate or suspend this Agreement unless it shall have given the Lender prior written notice of its intent to terminate or suspend this Agreement if Seller does not cure the default within the requisite time periods set forth under Section 8.1, as required by this Agreement, specifying the condition giving rise to such right, and the Lender shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Seller's default reasonably cannot be cured by the Lender within such period and the Lender commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an aggregate period of one hundred and twenty days from the date of Buyer's notice to Lender provided pursuant to this Section 10.2(a)(iii). The Parties' respective obligations will otherwise remain in effect during any cure period. For the avoidance of doubt, Buyer may provide notice to Lender under this Section 10.2(a)(iii) concurrent with Buyer's initial notice to Seller pursuant to Section 8.1(a). In the event that Lender exercises its step-in right pursuant to Section 10.2(a)(ii)(A) but does not effectuate such cure in accordance with this Section within the time periods specified herein, Buyer shall not be obligated to accept later cure of any default hereunder, but may, at any time after expiration of such periods, exercise any applicable termination rights then available to it under this Agreement.

(B) Continuation of Agreement. If the Lender or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Lender, shall acquire title to or control of Seller's assets and shall, within the time periods described in Section 10.2(a)(iii)(A), cure all material defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement, and which are capable of cure by a third person or entity, then the Lender or its assignee shall no longer be in default under this Agreement, and provided that after such change in title or control Buyer shall continue to receive Buyer's Allocation of Bill Credits due to it as set forth in this Agreement, this Agreement shall continue in full force and effect as a direct contract between the Lender or its assignee, as Seller, and Buyer, provided that Buyer shall not be obligated to pay any sums to any assignee of Lender until Buyer has received notice from such assignee that it has succeeded to such interest.

(b) Lender a Third Party Beneficiary. Buyer agrees and acknowledges that Lender is a third party beneficiary of the provisions of this Section 10.2.

(c) Entry to Consent to Assignment. Upon the request of a Party, the other Party shall provide documentation evidencing the accuracy of the representations and warranties made

by such Party pursuant to Section 7.1(c) at no cost to the requesting Party. Additionally, Buyer agrees to, at Seller's sole cost and expense if such costs and expenses are incurred by Buyer in connection with the following, (i) execute any consents to assignment, acknowledgements or estoppel certificates, provided such costs to Seller shall not exceed three thousand dollars (\$3,000) per request, and (ii) where requested by Seller provide such opinions of counsel concerning Buyer's legal status and authority, provided such costs and expenses related to the opinion of counsel are reasonable, each as may be reasonably requested by Seller and/or Lender in connection with the financing or sale of the Distributed Generation Resource, pursuant to this Section 10.2 and which do not change or alter any material term of this Agreement.

ARTICLE XI AMENDMENT FOR FINANCING

11.1 Cooperation to Modify the Agreement for Financing. If a Lender reasonably requires this Agreement to be modified, or if Seller, in good faith, reasonably requires the Agreement to be modified in order to finance, develop or operate the Distributed Generation Resource, the Parties shall enter into negotiations to amend this Agreement to materially conform to such requirements and to the original intent of this Agreement in a timely manner at Seller's sole cost and expense, provided that under no circumstances shall Seller or Lender seek a change to the Price set forth pursuant to Section 4.3. If the Parties, negotiating in good faith, cannot agree on such amendments, or if Seller determines in good faith that the Agreement cannot be amended to allow the Distributed Generation Resource to be financed, developed or operated in a commercially reasonable manner, then Seller shall have the right but not the obligation to terminate this Agreement upon thirty (30) days prior written notice and this Agreement shall then terminate without further liability of Seller to Buyer and of Buyer to Seller, provided that Buyer and Seller shall not be released from any payment or other obligations arising under this Agreement prior to such termination.

ARTICLE XII MISCELLANEOUS

12.1 Notices. All notices and other formal communications which a Party may give to the other under or in connection with this Agreement shall be in writing (except where expressly provided for otherwise), shall be effective upon receipt, and shall be sent by any of the following methods: hand delivery; reputable overnight courier; certified mail, return receipt requested, and shall be sent to the following addresses:

If to Seller:

Industrial Road Ellsworth Solar, LLC
Attn: General Counsel
P.O. Box 1320
Portsmouth, NH 03802

If to Buyer:

The City of Ellsworth
Attn: Finance Director, City of Ellsworth and City Manager, City of Ellsworth
1 City Hall Plaza

Any Party may change its address and contact person for the purposes of this Section by giving notice thereof in the manner required herein.

12.2 Confidentiality. Except as provided in this Section 12.2, no Party shall publish, disclose, or otherwise divulge Confidential Information to any person at any time during or after the term of this Agreement, without the other Parties' prior express written consent.

b. Each Party shall permit knowledge of and access to Confidential Information only to those of its affiliates, attorneys, accountants, representatives, agents and employees who have a need to know related to this Agreement.

c. If required by any law, statute (including without limitation the Maine Freedom of Access Act), ordinance, decision, or regulation or pursuant to any order issued by a court, governmental agency or authority having jurisdiction over a Party, that Party may release or disclose Confidential Information, or a portion thereof, as required by applicable law, statute, ordinance, decision, order or regulation, and a Party may disclose Confidential Information to accountants in connection with audits.

12.3 Severability. If any article, section, phrase or portion of this Agreement is, for any reason, held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such article, section, phrase, or portion so adjudged will be deemed separate, severable and independent and the remainder of this Agreement will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided the basic purpose of this Agreement and the benefits to the Parties are not substantially impaired, and provided further, however, that the Parties shall enter into negotiations concerning the terms affected by such decisions for the purpose of achieving conformity with requirements of any Applicable Legal Requirements and the intent of the Parties.

12.4 Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the State of Maine without regard to principles of conflicts of law. Without limiting Section 6.4, if, due to any change in Applicable Legal Requirements or the interpretation thereof by any court of law or other governing body having jurisdiction subsequent to the Effective Date, performance of any provision of this Agreement or any transaction contemplated hereby shall become impracticable or impossible, the Parties hereto shall use their best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such provision.

12.5 Dispute Resolution. Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Section 12.5 shall be the exclusive mechanism to resolve disputes arising under this Agreement. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement.

a. Any dispute that arises under or with respect to this Agreement that cannot be resolved shall in the first instance be the subject of formal negotiations between respective executive officers of each Party. The dispute shall be considered to have arisen when one Party

sends the other Party a written notice of dispute. The period for formal negotiations shall be fourteen (14) days from receipt of the written notice of dispute unless such time period is modified by written agreement of the Parties.

b. If the Parties are unable to resolve any dispute within fifteen (15) days after notice of the dispute, either Party may demand that the dispute be submitted to mediation within forty-five (45) days of such demand. The cost of such mediation shall be split equally by the Parties. The location of such mediation shall be Portland, Maine, unless the Parties agree on another location. In the event such dispute is not resolved in mediation, then the Parties shall submit the same to binding arbitration proceedings to be held in Portland, Maine, unless the Parties agree upon another location. Unless otherwise agreed, the arbitration shall be conducted pursuant to the then current rules of the American Arbitration Association or its successor organization. Unless the Parties agree to an arbitrator, each Party shall select a mediator, arbitrator, retired judge or similar natural person, and those two individuals shall select the arbitrator. Judgement on an arbitrator's award may be entered in any court of competent jurisdiction. The arbitrator may award reasonable attorney's fees and costs to the prevailing Party. The arbitrator's decision will be final and binding, except to the extent it is subject to review in accordance with applicable law governing arbitration awards.

c. Notwithstanding the foregoing, injunctive relief from such court may be sought without resorting to a form of alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this Agreement.

12.6 Entire Agreement. This Agreement, together with its Exhibits, contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all other understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.

12.7 Press Releases. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, or the sale, purchase or allocation of Bill Credits under this Agreement. Each Party shall have the right to approve (with such approval not to be unreasonably withheld, conditioned or delayed) any publicity materials, press releases, or other public statements by another Party that refer to, or that describe, any aspect of this Agreement, or the sale, purchase or allocation of Bill Credits hereunder. No such releases or other public statements (except for filings or other factual statements or releases as may be required by Applicable Legal Requirements) shall be made by any Party without the prior written consent of the other Parties, which consent shall not be unreasonably withheld or delayed. No Party shall use the name, trade name, service mark, or trademark of the other in any promotional or advertising material without the prior written consent of the other Parties, provided that such consent by Buyer may require the Parties to execute a separate trademark licensing agreement.

12.8 No Joint Venture. Each Party will perform all obligations under this Agreement as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of any other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of each Party hereunder are individual and neither collective nor joint in nature.

12.9 Amendments; Binding Effect. This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by all of the Parties to this Agreement or its respective successor in interest. This Agreement inures to the benefit of and is binding upon the Parties and each of their respective successors and permitted assigns.

12.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. The Parties hereby agree signatures transmitted electronically, including in .pdf format, shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered and hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

12.11 Further Assurances. From time to time and at any time at and after the execution of this Agreement, each Party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by the other and shall take any other action consistent with the terms of the Agreement that may be reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated by this Agreement. No Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section.

12.12 Good Faith. All rights, duties and obligations established by this Agreement shall be exercised in good faith and in a commercially reasonable manner.

12.13 Survival. The provisions of Sections 4.5 (Title), 5.1 (Payment), 5.2 (Records and Audits), 5.3 (Dispute), 8.3 (Termination for Default), 9.1 (Remedies), 9.2 (Limitation of Liability), 9.3 (Indemnification) and 9.4 (Waivers), and Article XII (Miscellaneous), shall survive the expiration or earlier termination of this Agreement for a period of three (3) years.

12.14 No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties hereto. Except as expressly set forth in this Agreement, nothing in this Agreement shall be construed to create any duty to or standard of care with reference to, or any liability to, or any benefit for, any person not a Party to this Agreement, except that this Section 12.14 shall not limit the rights of a Lender pursuant to Section 10.2.

[Signature page to follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

BUYER

THE CITY OF ELLSWORTH

By: _____
Name: _____
Title: _____

SELLER

INDUSTRIAL ROAD ELLSWORTH SOLAR, LLC

By: _____
Name: _____
Title: _____

List of Exhibits to this Agreement

Exhibit A – Buyer’s Designation of Customer Accounts

Exhibit B – Intentionally Omitted

Exhibit C – Projected Monthly Energy

Exhibit D – Distributed Generation Resource Description

Exhibit E – Form of Small Commercial Customer Class Disclosure Form

EXHIBIT A

BUYER'S DESIGNATION OF CUSTOMER ACCOUNTS

The LDC Allocation shall be set forth in the C&I NEB Agreement pursuant to the “*Exhibit 2 – Cascading Allocation*” method of allocation, as follows:

Customer Name	Address (LDC facility address)	Buyer's Customer Account (LDC account #)	Applicable Customer Class	Cascade Order
[INSERT]	[INSERT]	[INSERT]	[Small Commercial]	1
[INSERT]	[INSERT]	[INSERT]	[Medium Commercial or Industrial]	2
[INSERT]	[INSERT]	[INSERT]	[INSERT]	3

EXHIBIT B

Intentionally omitted.

EXHIBIT C
PROJECTED MONTHLY ENERGY

[INSERT]

Exhibit D

DISTRIBUTED GENERATION RESOURCE DESCRIPTION

Project Size	[INSERT] MW DC
Service Territory	Versant Energy (formerly k.a. Emera)
Service Load Zone	Bangor Hydro District, Maine
Project Coordinates	[INSERT], [INSERT]
Town	Ellsworth, ME
Expected Generation (Year 1)	[INSERT]
Buyer's Allocation (pursuant to Section 4.1)	100%

Exhibit E

FORM OF SMALL COMMERCIAL CUSTOMER CLASS DISCLOSURE FORM¹

(see attached)

¹ NTD: Seller to populate and provide for Buyer's review.

Please make sure to read all of this material as well as any additional material including your contract, disclosures, and other material provided by your project sponsor carefully so that you will fully understand your rights, obligations, and risks before signing any agreement. You may also find additional information about this program and other programs that may be available to you at <https://www.maine.gov/mpuc/electricity/renewables/>.

In 2019, the Maine Legislature passed legislation to encourage the development of community solar and other small renewable energy projects by allowing Maine electricity consumers to share in the costs and benefits of such renewable projects. One of the programs established under this legislation is the **Net Energy Billing Tariff Rate Program**.

You have received this document because you are a **small commercial electricity customer** and a project sponsor, **<NAME OF PROJECT SPONSOR>**, is marketing such a **Tariff Rate Net Energy Billing** project to you.

Under this program, a non-residential electricity consumer may participate by having a financial interest in a solar or other small renewable generation project. The output of this project will be reflected as a **dollar credit** on the consumer's monthly electricity bill, based on the facility's generation and the rate established annually by the Public Utilities Commission (PUC) under this program. The annual rate approved by the PUC is based on the standard offer supply rate for the customer plus 75% of the transmission and distribution delivery rate applicable to the small commercial class of that utility. You may see the currently approved rates [here](#).

This document outlines some of the project information, contract terms and general risks and rewards of the arrangement being offered but does not include many of the details of the proposed arrangement, or the potential risks and rewards based on your specific usage. **Additional details will be provided to you by your project sponsor in a customized disclosure of the specific risks and rewards to you and in the details of the proposed contract covering the terms of the arrangement.**

1. Project Description

The project you are offered is a **<FUEL SOURCE>** facility of **<# MW>**, with a total annual estimated output of **<MWh>**, located in **<LOCATION OF PROJECT>**. It is expected to go into service between **<DATE1>** and **<DATE2>**.

2. General Description of Terms of Subscription

- You are being offered a **<%>** share of the project's output for a term of **<____>**.
- Under this arrangement, you would receive a **dollar credit** on your monthly electricity bill based on your share the output of the project and the rates set annually by the PUC for this program. The current rate approved by the PUC for your project is **<\$____ per kWh>**. At this current rate, the estimated value of this credit is approximately **<\$____>** per month based on an assumption that your share of the project produces approximately **<____>** kWh per month. This value will change with variations in electricity rates and the project's output. **Note: You should not subscribe to a project share that produces more kWhs than your average kWh usage as any unused dollar credits will expire after 12 months.**
- You would pay an up-front amount of **<____>**.
- You would pay a **<monthly/quarterly/annual>** fee of **<____>** per **_____**.
- Your **<monthly/quarterly/annual>** fee **<will/will not>** increase over the term of your contract.
- You would be responsible for additional project costs related to:
<list any additional costs consumer will be responsible for>.
- At the end of the contract term, **<describe what happens at the end of the contract term>**.
- If you fail to make payments, **<this is what will happen>**.
- If you move within **<your utility's>** service territory, there is no fee to transfer your address.
- If you share your project with other customers, you may sell or transfer your share to anyone else in **<your utility's>** service territory that is qualified to participate in this program. A fee may apply.
- You **<may/may not>** cancel this contract. If you cancel this contract, a fee may apply.
- You **<are/are not>** entitled to the Renewable Energy Credits (RECs) associated with this project. (See Additional Project Information section below for more information on RECs).
- **Additional terms will apply and will be provided in subsequent disclosures and your contract.**

3. Additional Program Information

- The amount of your dollar credits you receive will vary based on the amount of energy produced by your project in any given month.
- You will not receive a credit until the project begins generating.
- You should choose a project share that is roughly equal or below your electricity usage as any unused credits will expire after 12 months.
- If you move from <your utility's> service territory, you will no longer be eligible to receive bill credits associated with the project.
- The project you are participating in uses a renewable fuel or technology pursuant to Title 35-A §3210(2)(B-3) of Maine statute. All renewable generation have associated "Renewable energy credits" (RECs) that are credits or certificates that represent the renewable attributes of electric power that may be sold separately from the actual energy. You may be entitled to the RECs associated with your share of the energy from the project. You should be aware, however, that if you sell your renewable energy credits, you are selling the renewable attribute and your usage of the generation from the project to offset your utility bill is no longer considered "renewable."

4. Project Sponsor and Marketer (if applicable) Contact Information

In the event of any further questions on this project, you may reach out to the following:

Project Sponsor Information

<Project Sponsor Company>

Phone number: <Project Sponsor phone #>

<Project Sponsor Mailing address line 1>

<Project Sponsor Mailing address line 2>

<Project Sponsor email>

Project Marketer Information (if applicable)

<Project Marketer Company>

Phone number: <Project Marketer phone #>

<Project Marketer Mailing address line 1>

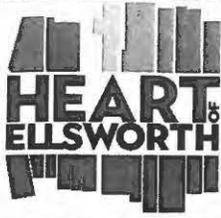
<Project Marketer Mailing address line 2>

<Project Marketer email>

Please note that the Project Sponsor, <Name of Project Sponsor>, is not a public utility, and its activities are not subject to the same regulation and oversight by the Maine Public Utility Commission (MPUC) as a public utility. Please also note that any contract with <Name of Project Sponsor> will not replace your obligations as a customer of <your utility> and any fees paid to <Name of Project Sponsor> are separate from payments and obligations you have as customers of <your utility>.

If you have questions or want more information, see the renewable program information on the MPUC's website at <https://www.maine.gov/mpuc/electricity/renewables/>, MPUC Rule Chapter 313 (<http://www.maine.gov/sos/cec/rules/65/407/407c313.docx>) or call the MPUC at 1-800-452-469

Item # 12



What are your priorities for Ellsworth? SURVEY RESULTS

COMPOSITION OF RESPONDENTS (based on email replies from people who were asked by email to take the survey):
Bi-partisan - Wide age-range - Recent residents to life-time residents - Wide geography range (Green Lake; Winkumpough Rd.; Christian Ridge Rd.; Historic Core neighborhoods; Residential streets near the Hospital)

68%	Resident of Ellsworth does not own a business in Ellsworth (79 replies)
19%	Ellsworth business owner lives in Ellsworth (22 replies)
15%	Ellsworth business owner does not live in Ellsworth (17 replies)

COMPOSITION OF BUSINESS OWNER RESPONDENTS:

Arts (3) – Health/Fitness (7) – Realtor/Rentals (2) – Restaurant (4) – Retail (8)

Also: Bookkeeper, Brewery, Builder, Building owner, Farm, Investments, Outdoor Recreation, Video Production

CATEGORIES OF TOP PRIORITY

40%	Intentional Growth (49 replies)
30%	Physical Infrastructure (37 replies)
30%	Public Services (36 replies)

INTENTIONAL GROWTH – TOP FIVE (5) ISSUES

1	City of Ellsworth supporting implementation of the Ellsworth Green Plan - A comprehensive list of recommendations intended to put Ellsworth on the path to becoming a sustainable, green community (106 replies)
2	Update the City's Comprehensive Plan - update 2004 plan to include all elements that support a sustainable, walkable, livable city that can grow with purpose (104 replies)
3	Intentional Water Street Redevelopment - focus on Water Street to reduce noise, increase safety, encourage the development of green-spaces, fishing access, increased opportunities for public gathering places, and community-centered businesses near the Union River (103 replies)
4	Diversity and inclusion efforts - City Council and community members initiate a diversity and inclusion cohort to result in the creation of a policy of increasing diversity in Ellsworth, understanding and addressing issues affecting the LGBTQ+ community, people of color, and other marginalized groups within our community. (102 replies)
5	Diverse, affordable housing options for people of all incomes and family structures – growing Ellsworth with purpose guided by a Comprehensive Plan must include housing options for all sizes of families in all economic circumstances, to result in a livable, walkable, sustainable, growth-oriented Downtown (97 replies)

This survey was open between September 24, 2020 and October 10, 2020. Total respondents: 123. Respondents were Heart of Ellsworth newsletter subscribers and individuals personally contacted (email, text) by Heart of Ellsworth Board members and volunteers.

PHYSICAL INFRASTRUCTURE – TOP THREE (3) ISSUES

1	Create a network of sidewalks connecting all Downtown streets with amenities: - Improve connectivity by providing increased opportunities for public walking on sidewalks, public restroom, and include wheel-chair accessible curbs. (109 replies)
2	Extending and connecting trails throughout Ellsworth - Link the Riverwalk Path (Harbor Park to Main Street) with Ellsworth Bike-Ped path and connect Downtown to the Sunrise Trail in Ellsworth Junction via a bike-ped path. (102 replies)
3	Create safe pedestrian crossing of High Street - Develop places for safe crossing in at least two locations. (90 replies)

PUBLIC SERVICES – TOP THREE (3) ISSUES

1	City-wide broadband access for all residents - During the time of COVID and likely years into the future, the City, the businesses, and the residents will benefit by increased connectivity. Currently, all education and all business are fully dependent on internet access (110 replies)
2	COVID -19 Response - Establish City listening sessions involving organizations and community members to generate ideas and solutions, to highlight available resources, and to establish an outreach plan (86 replies)
3	Expand Ellsworth Public Library - Increasing services, events, and annual budget support (84 replies)

PUBLIC PERCEPTION – TOP THREE (3) CITY PRIORITIES IN RECENT YEARS

1	Maintaining status quo (50 replies)
2	Providing adequate public safety (49 replies)
3	High Street development (48 replies)
	(30+ replies): Maintaining public Water District; Developing Union River Center for Innovation
	(20+ replies): Maintaining the Mill Rate; Attracting outside businesses; Development of public spaces; Quality of schools

This survey was open between September 24, 2020 and October 10, 2020. Total respondents: 123. Respondents were Heart of Ellsworth newsletter subscribers and individuals personally contacted (email, text) by Heart of Ellsworth Board members and volunteers.

ELLSWORTH HISTORIC PRESERVATION COMMISSION

1 City Hall Plaza
Ellsworth, ME 04605

October 19, 2020

Dear Council members

Introduction:

We are pleased to announce that the "Museum in the Streets" project for Ellsworth has reached another important phase: our historic photographs and accompanying text have been sent to the company for editing and production. These panels provide a timely project that promotes a safe and free activity for visitors and residents alike during the times of COVID -19. This project is a partnership among 3 or 4 entities/groups with the goal of improving our community with the added bonus of raising awareness of Ellsworth's history and heritage. This is a project that the City should be proud of!

What is Museum in the Streets

Museum in the Streets is a Maine based company that aims to revive and preserve local histories, the walks reflect awareness of how a community's history fits into national and World History. Working with Cities, Towns and historic groups, this company has panels throughout the US and Europe including 10 Maine locations.

City's Role

This project was first initiated by the City's own Historic Preservation Commission as a way to engage the public by describing in text and pictures Ellsworth's rich history. Over the years many members of our initial group have passed away or are not able to be with us. Our group is completely volunteer and includes local entities and business owners who have taken time out from their daily responsibilities to dedicate to this city's history. This is a huge undertaking.

In addition to the Historic Commission's role, the City has provided valuable staff time and is the non-profit entity that receives grants and donation funds. The Public Works Department has volunteered to install the prefabricated panels. We have received guidance and support from Economic Development Director Janna Richards and Mikki Sumpter as well as the Planning Department through our work with Jef Fitzgerald and Theresa Oleksiw. The City Council and City Manager David Cole also supported our efforts. This investment of time is worth thousands of dollars.

The City has also committed \$5,000 in compensation funds to this project. These funds were provided by Bangor Hydro/Versant for the objectionable pole at the corner of Main and State Street that blocked the view of businesses on that block.

Funds in hand

Our goal is to raise a total of \$26,000.

We currently have \$19,000 in hand. In addition to the \$5,000 Bangor Hydro/Versant funds, we received a \$9,000 grant from the Hancock County Fund, \$2,000 donated by the Ellsworth Historical Society, Rotary and the Marino Fund, almost \$3,000 from individuals and businesses.

Our goal is to raise an additional \$7,000 which includes not only the panels and posts but brochures and a maintenance fund that the city will hold for any future upkeep or repairs. We have an immediate need of \$2,000 to complete payment on the panels and post fabrication.

Project Update

We have finally completed identifying 19 sites for the outdoor panels and 2 large informational signs. The panels are weather and vandalism-proof. We worked closely with Public Works Director Lisa Sekulich on each post placement. We will also be reviewing the final locations with Maine Department of Transportation to ensure that each sign has approval. The posts are placed within rights of way throughout the community to engage citizens and visitors in learning about our history.

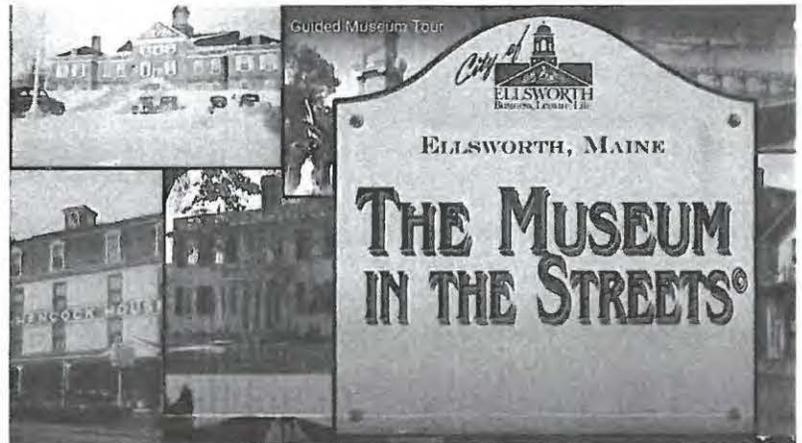
Project Schedule

Next Spring, we will have a grand opening of Ellsworth's own Museum in the Streets! Meanwhile, we are also finishing up preparations, including a brochure that will guide folks along the route to see the 19 panels, many of which are in walking distance of the downtown **and a website that is designed and hosted by the Ellsworth Historical Society that provides more extensive information about each panel.**

From the beginning, this project has been a cooperative venture, including the Historic Preservation Commission, the Ellsworth Historical Society, and Heart of Ellsworth.

Updated list of Historic Panels:

1. Dr. Charles C. Knowlton School and Factory
2. General Bryant E. Moore
3. County Courthouse and Jail
4. Ellsworth Public Library and Peters Block
5. City Hall and the First Congregational Church
6. Flood of 1923
7. First County Courthouse and Registry of Deeds
8. Woodlawn
9. Ellsworth's Lumber and Shipping Industry
10. Shipbuilding in Ellsworth
11. Ellsworth Fire of 1933
12. Women in Business
13. Main Street
14. S.K. Whiting and the Unitarian Church
15. The Railroad and Larry's Pastry Shop
16. Sawmills and the Ticonic 4 Engine House
17. Ellsworth Falls School and Agassiz Bedrock
18. Native American History
19. Birdsacre



Item # 14

To: Members, Ellsworth City Council
From: KaTina D. Howes
Subject: Adopting New General Asst. Maximums
Date: October 6, 2020

Each year the General Assistance maximums expire on September 30th and new one's are sent to each municipality by the Maine Department of Health and Human Services with new dollar figures to use for the following year. The Maximum's Food, Housing, and Overall Household had a small increase. I have included last year's and this year's maximums to make it easier to compare the increase. The State will remain at the 70% reimbursement rate for FY 2021.

Suggested Motion: Resolved to approve the amendments to the Ellsworth code of Ordinances, Chapter 36, General Assistance Ordinance as presented.

Oct 1, 2020 to Sept 30, 2021

OVERALL MAXIMUMS

Persons in Household

1	2	3	4	5
\$836	\$871	\$1,047	\$1,319	\$1,445

Household of 6 = \$1,520
* Add \$75 for each additional person

FOOD MAXIMUMS

Persons	Weekly	Monthly
1	\$47.44	\$204
2	\$86.98	\$374
3	\$124.42	\$535
4	\$158.14	\$680
5	\$187.67	\$807
6	\$225.35	\$969
7	\$249.07	\$1,071
8	\$284.65	\$1,224

Add \$153 per month for each + person

HEATING FUEL

Month	Gallons	Month	Gallons
September	50	January	225
October	100	February	225
November	200	March	125
December	200	April	125
		May	50

NOTE: When the dwelling unit is heated electrically, the maximum amount allowed for heating purposes will be calculated by multiplying the number of gallons of fuel allowed for that month by the current price per gallon. When fuels such as wood, coal and/or natural gas are used for heating purposes, they will be budgeted at actual rates, if they are reasonable. No eligible applicant shall be considered to need more than 7 tons of coal per year, 8 cords of wood per year, 126,000 cubic feet of natural gas per year, or 1000 gallons of propane.

HOUSING MAXIMUMS

BEDROOM	UNHEATED		Heated	
	Weekly	Monthly	Weekly	Monthly
0	\$159	\$682	\$182	\$783
1	\$159	\$682	\$188	\$809
2	\$186	\$801	\$227	\$975
3	\$238	\$1,022	\$287	\$1,235
4	\$251	\$1,079	\$312	\$1,342

PERSONAL CARE & HOUSEHOLD SUPPLIES

Number in Household	Weekly Amount	Monthly Amount
1-2	\$10.50	\$45.00
3-4	\$11.60	\$50.00
5-6	\$12.80	\$55.00
7-8	\$14.00	\$60.00

NOTE: For each additional person add \$1.25 per week or \$5.00 per month.

SUPPLEMENT FOR HOUSEHOLDS WITH CHILDREN UNDER 5

When an applicant can verify expenditures for the following items, a special supplement will be budgeted as necessary for households with children under 5 years of age for items such as cloth or disposable diapers, laundry powder, oil, shampoo, and ointment up to the following amounts:

Number of Children	Weekly Amount	Monthly Amount
1	\$12.80	\$55.00
2	\$17.40	\$75.00
3	\$23.30	\$100.00
4	\$27.90	\$120.00

*****New - Appendix H Revisions**

Burial Maximum: \$1,475 Cremation Maximum: \$1,025

ELECTRIC

NOTE: For an electrically heated dwelling also see "Heating Fuel" maximums below. But remember, an applicant is not automatically entitled to the "maximums" established applicants must demonstrate need.

1) Electricity Maximums for Households Without Electric Hot Water: The maximum amounts allowed for utilities, for lights, cooking and other electric uses excluding electric hot water and heat:

Number in Household	Weekly	Monthly
1	\$14.00	\$60.00
2	\$15.70	\$67.50
3	\$17.45	\$75.00
4	\$19.90	\$86.00
5	\$23.10	\$99.00
6	\$25.00	\$107.00

NOTE: For each additional person add \$7.50 per month.

2) Electricity Maximums for Households With Electrically Heated Hot Water: The maximum amounts allowed for utilities, hot water, for lights, cooking and other electric uses excluding heat:

Number in Household	Weekly	Monthly
1	\$20.65	\$89.00
2	\$23.75	\$102.00
3	\$27.70	\$119.00
4	\$32.25	\$139.00
5	\$38.75	\$167.00
6	\$41.00	\$176.00

NOTE: For each additional person add \$10.00 per month.

1-800-442-6003

Oct 1, 2019 to Sept 30, 2020

OVERALL MAXIMUMS

Persons in Household

1	2	3	4	5
818	855	1,036	1,307	1,433

Household of 6 = 1,508
* Add \$75 for each additional person

Housing Maximums

BEDROOM	UNHEATED		Heated	
	Weekly	Monthly	Weekly	Monthly
0	155	667	178	764
1	155	667	184	791
2	184	792	223	958
3	234	1,007	283	1,216
4	248	1,067	308	1,324

ELECTRIC

NOTE: For an electrically heated dwelling also see "Heating Fuel" maximums below. But remember, an applicant is not automatically entitled to the "maximums" established applicants must demonstrate need.

1) Electricity Maximums for Households Without Electric Hot Water: The maximum amounts allowed for utilities, for lights, cooking and other electric uses excluding electric hot water and heat:

Number in Household	Weekly	Monthly
1	\$14.00	\$60.00
2	\$15.70	\$67.50
3	\$17.45	\$75.00
4	\$19.90	\$86.00
5	\$23.10	\$99.00
6	\$25.00	\$107.00

NOTE: For each additional person add \$7.50 per month.

FOOD MAXIMUMS

Persons	Weekly	Monthly
1	45.12	194
2	82.56	355
3	118.37	509
4	150.23	646
5	178.60	768
6	214.19	921
7	236.74	1,018
8	270.70	1,164

Add \$146 per month for each + person

PERSONAL CARE & HOUSEHOLD SUPPLIES

Number in Household	Weekly Amount	Monthly Amount
1-2	\$10.50	\$45.00
3-4	\$11.60	\$50.00
5-6	\$12.80	\$55.00
7-8	\$14.00	\$60.00

NOTE: For each additional person add \$1.25 per week or \$5.00 per month.

2) Electricity Maximums for Households With Electrically Heated Hot Water: The maximum amounts allowed for utilities, hot water, for lights, cooking and other electric uses excluding heat:

Number in Household	Weekly	Monthly
1	\$20.65	\$89.00
2	\$23.75	\$102.00
3	\$27.70	\$119.00
4	\$32.25	\$139.00
5	\$38.75	\$167.00
6	\$41.00	\$176.00

NOTE: For each additional person add \$10.00 per month.

HEATING FUEL

Month	Gallons	Month	Gallons
September	50	January	225
October	100	February	225
November	200	March	125
December	200	April	125
		May	50

NOTE: When the dwelling unit is heated electrically, the maximum amount allowed for heating purposes will be calculated by multiplying the number of gallons of fuel allowed for that month by the current price per gallon. When fuels such as wood, coal and/or natural gas are used for heating purposes, they will be budgeted at actual rates, if they are reasonable. No eligible applicant shall be considered to need more than 7 tons of coal per year, 8 cords of wood per year, 126,000 cubic feet of natural gas per year, or 1000 gallons of propane.

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When an applicant can verify expenditures for the following items, a special supplement will be budgeted as necessary for households with children under 5 years of age for items such as cloth or disposable diapers, laundry powder, oil, shampoo, and ointment up to the following amounts:

Number of Children	Weekly Amount	Monthly Amount
1	\$12.80	\$55.00
2	\$17.40	\$75.00
3	\$23.30	\$100.00
4	\$27.90	\$120.00

Burial Maximum \$1475.00
Cremation Maximum \$1025.00

1-800-442-6003

2020-2021 GA Overall Maximums

Metropolitan Areas

COUNTY	Persons in Household				
	1	2	3	4	5*
Bangor HMFA: Bangor, Brewer, Eddington, Glenburn, Hampden, Hermon, Holden, Kenduskeag, Milford, Old Town, Orono, Orrington, Penobscot Indian Island Reservation, Veazie	775	879	1,116	1,397	1,956
Cumberland County HMFA: Baldwin, Bridgton, Brunswick, Harpswell, Harrison, Naples, New Gloucester, Pownal, Sebago	883	926	1,197	1,649	1,882
Lewiston/Auburn MSA: Auburn, Durham, Greene, Leeds, Lewiston, Lisbon, Livermore, Livermore Falls, Mechanic Falls, Minot, Poland, Sabattus, Turner, Wales	741	798	1,025	1,287	1,633
Penobscot County HMFA: Alton, Argyle UT, Bradford, Bradley, Burlington, Carmel, Carroll plantation, Charleston, Chester, Clifton, Corinna, Corinth, Dexter, Dixmont, Drew plantation, East Central Penobscot UT, East Millinocket, Edinburg, Enfield, Etna, Exeter, Garland, Greenbush, Howland, Hudson, Kingman UT, Lagrange, Lakeville, Lee, Levant, Lincoln, Lowell town, Mattawamkeag, Maxfield, Medway, Millinocket, Mount Chase, Newburgh Newport, North Penobscot UT, Passadumkeag, Patten, Plymouth, Prentiss UT, Seboeis plantation, Springfield, Stacyville, Stetson, Twombly UT, Webster plantation, Whitney UT, Winn, Woodville	741	742	981	1,229	1,341
Portland HMFA: Cape Elizabeth, Casco, Chebeague Island, Cumberland, Falmouth, Freeport, Frye Island, Gorham, Gray, Long Island, North Yarmouth, Portland, Raymond, Scarborough, South Portland, Standish, Westbrook, Windham, Yarmouth; Buxton, Hollis, Limington, Old Orchard Beach	1,179	1,284	1,668	2,180	2,654
Sagadahoc HMFA: Arrowsic, Bath, Bowdoin, Bowdoinham, Georgetown, Perkins UT, Phippsburg, Richmond, Topsham, West Bath, Woolwich	821	933	1,095	1,449	1,691

Appendix A

Effective: 10/01/20-09/30/21

Appendix A

Effective: 10/01/20-09/30/21

COUNTY	1	2	3	4	5*
York County HMFA: Acton, Alfred, Arundel, Biddeford, Cornish, Dayton, Kennebunk, Kennebunkport, Lebanon, Limerick, Lyman, Newfield, North Berwick, Ogunquit, Parsonsfield, Saco, Sanford, Shapleigh, Waterboro, Wells	918	980	1,212	1,539	1,720
York/Kittery/S.Berwick HMFA: Berwick, Eliot, Kittery, South Berwick, York	1,136	1,165	1,539	1,926	2,699

*Note: Add \$75 for each additional person.

Non-Metropolitan Areas

Persons in Household

COUNTY	1	2	3	4	5*
Aroostook County	649	710	831	1,119	1,200
Franklin County	683	729	837	1,102	1,480
Hancock County	836	871	1,047	1,319	1,445
Kennebec County	769	786	979	1,284	1,371
Knox County	792	795	979	1,291	1,390
Lincoln County	868	886	1,057	1,349	1,554
Oxford County	764	767	936	1,322	1,537
Piscataquis County	659	708	874	1,158	1,396
Somerset County	709	744	959	1,249	1,338
Waldo County	818	871	997	1,339	1,705
Washington County	710	713	926	1,160	1,254

* Please Note: Add \$75 for each additional person.

2020-2021 Food Maximums

Please Note: The maximum amounts allowed for food are established in accordance with the U.S.D.A. Thrifty Food Plan. As of October 1, 2020, those amounts are:

Number in Household	Weekly Maximum	Monthly Maximum
1	\$ 47.44	\$ 204
2	86.98	374
3	124.42	535
4	158.14	680
5	187.67	807
6	225.35	969
7	249.07	1,071
8	284.65	1,224

Note: For each additional person add \$153 per month.

2020-2021 GA Housing Maximums (Heated & Unheated Rents)

NOTE: NOT ALL MUNICIPALITIES SHOULD ADOPT THESE SUGGESTED HOUSING MAXIMUMS! Municipalities should ONLY **consider** adopting the following numbers, if these figures are consistent with local rent values. If not, a market survey should be conducted and the figures should be altered accordingly. The results of any such survey must be presented to DHHS prior to adoption. **Or**, no housing maximums should be adopted and eligibility should be analyzed in terms of the Overall Maximum—Appendix A. *(See Instruction Memo for further guidance.)*

Non-Metropolitan FMR Areas

<u>Aroostook County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	117	504	141	606
1	123	528	154	663
2	139	599	180	776
3	195	840	246	1,057
4	200	859	262	1,126
<u>Franklin County</u>				
	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	125	538	149	640
1	127	547	159	682
2	141	605	182	782
3	191	823	242	1,040
4	265	1,139	327	1,406
<u>Hancock County</u>				
	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	159	682	182	783
1	159	682	188	809
2	186	801	227	975
3	238	1,022	287	1,235
4	251	1,079	312	1,342
<u>Kennebec County</u>				
	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	143	615	167	716
1	143	615	168	724
2	170	733	211	907
3	230	987	279	1,200
4	234	1,005	295	1,268

Appendix C

Effective: 10/01/20-09/30/21

Non-Metropolitan FMR Areas

<u>Knox County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	148	638	172	739
1	148	638	172	739
2	170	733	211	907
3	231	994	281	1,207
4	238	1,024	299	1,287
<u>Lincoln County</u>				
Bedrooms	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	166	714	190	815
1	166	714	192	824
2	189	811	229	985
3	245	1,052	294	1,265
4	276	1,188	337	1,451
<u>Oxford County</u>				
Bedrooms	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	142	610	165	711
1	142	610	165	711
2	160	690	201	864
3	238	1,025	288	1,238
4	272	1,171	333	1,434
<u>Piscataquis County</u>				
Bedrooms	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	116	501	142	609
1	119	512	152	652
2	146	627	189	811
3	200	862	253	1,086
4	241	1,037	305	1,312
<u>Somerset County</u>				
Bedrooms	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	129	555	153	656
1	129	555	159	682
2	166	713	206	887
3	221	952	271	1,165
4	226	972	287	1,235

Non-Metropolitan FMR Areas

<u>Waldo County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	154	664	178	765
1	157	676	188	809
2	175	751	215	925
3	242	1,042	292	1,255
4	311	1,339	373	1,602

<u>Washington County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	129	556	153	657
1	129	556	153	657
2	158	680	199	854
3	201	863	250	1,076
4	206	888	268	1,151

Metropolitan FMR Areas

<u>Bangor HMFA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	144	621	168	722
1	159	684	190	817
2	202	870	243	1,044
3	256	1,100	305	1,313
4	370	1,590	431	1,853

<u>Cumberland Cty. HMFA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	170	729	193	830
1	170	731	201	864
2	221	951	262	1,125
3	314	1,352	364	1,565
4	353	1,516	414	1,779

<u>Lewiston/Auburn MSA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	137	587	160	688
1	140	603	171	736
2	181	779	222	953
3	230	990	280	1,203
4	295	1,267	356	1,530

Metropolitan FMR Areas

<u>Penobscot Cty. HMFA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	137	587	160	688
1	137	587	160	688
2	171	735	211	909
3	217	932	266	1,145
4	227	975	288	1,238
<u>Portland HMFA</u>				
	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	238	1,025	262	1,126
1	253	1,089	284	1,222
2	331	1,422	371	1,596
3	438	1,883	487	2,096
4	532	2,288	593	2,551
<u>Sagadahoc Cty. HMFA</u>				
	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	155	667	179	768
1	172	738	203	871
2	197	849	238	1,023
3	268	1,152	317	1,365
4	308	1,325	369	1,588
<u>York Cty. HMFA</u>				
	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	178	764	201	865
1	183	785	213	918
2	225	966	265	1,140
3	289	1,242	338	1,455
4	315	1,354	376	1,617
<u>York/Kittery/S. Berwick HMFA</u>				
	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	228	982	252	1,083
1	228	982	257	1,103
2	301	1,293	341	1,467
3	379	1,629	428	1,842
4	543	2,333	604	2,596

2020-2021 GA MAXIMUMS SUMMARY SHEET

Note: The overall maximums found in *Appendices A, B, C, D, E, and F* are effective from October 1, 2020 to September 30, 2021.

APPENDIX A - OVERALL MAXIMUMS

<u>County</u>	<u>Persons in Household</u>					
	1	2	3	4	5	6
<p>NOTE: For each additional person add \$75 per month.</p> <p>(The applicable figures from Appendix A, <i>once adopted</i>, should be inserted here.)</p>						

APPENDIX B - FOOD MAXIMUMS

<u>Number in Household</u>	<u>Weekly Maximum</u>	<u>Monthly Maximum</u>
1	\$ 47.44	\$ 204
2	86.98	374
3	124.42	535
4	158.14	680
5	187.67	807
6	225.35	969
7	249.07	1,071
8	284.65	1,224
<p>NOTE: For each additional person add \$153 per month.</p>		

APPENDIX C - HOUSING MAXIMUMS

<u>Number of Bedrooms</u>	<u>Unheated</u>		<u>Heated</u>	
	Weekly	Monthly	Weekly	Monthly
0				
1				
2				
3				
4				
<p>(The applicable figures from Appendix C, <i>once adopted</i>, should be inserted here.)</p>				

FOR MUNICIPAL USE ONLY

APPENDIX D - UTILITIES

ELECTRIC

NOTE: For an electrically heated dwelling also see “Heating Fuel” maximums below. But remember, an applicant is *not automatically* entitled to the “maximums” established—applicants must demonstrate need.

1) **Electricity Maximums for Households *Without Electric Hot Water*:** The maximum amounts allowed for utilities, for lights, cooking and other electric uses *excluding* electric hot water and heat:

<u>Number in Household</u>	<u>Weekly</u>	<u>Monthly</u>
1	\$14.00	\$60.00
2	\$15.70	\$67.50
3	\$17.45	\$75.00
4	\$19.90	\$86.00
5	\$23.10	\$99.00
6	\$25.00	\$107.00

NOTE: For each additional person add \$7.50 per month.

2) **Electricity Maximums for Households *With Electrically Heated Hot Water*:** The maximum amounts allowed for utilities, hot water, for lights, cooking and other electric uses *excluding* heat:

<u>Number in Household</u>	<u>Weekly</u>	<u>Monthly</u>
1	\$20.65	\$89.00
2	\$23.75	\$102.00
3	\$27.70	\$119.00
4	\$32.25	\$139.00
5	\$38.75	\$167.00
6	\$41.00	\$176.00

NOTE: For each additional person add \$10.00 per month.

NOTE: For electrically heated households, the maximum amount allowed for electrical utilities per month shall be the sum of the appropriate maximum amount under this subsection and the appropriate maximum for heating fuel as provided below.

APPENDIX E - HEATING FUEL

<u>Month</u>	<u>Gallons</u>	<u>Month</u>	<u>Gallons</u>
September	50	January	225
October	100	February	225
November	200	March	125
December	200	April	125
		May	50

FOR MUNICIPAL USE ONLY

NOTE: When the dwelling unit is heated electrically, the maximum amount allowed for heating purposes will be calculated by multiplying the number of gallons of fuel allowed for that month by the current price per gallon. When fuels such as wood, coal and/or natural gas are used for heating purposes, they will be budgeted at actual rates, if they are reasonable. No eligible applicant shall be considered to need more than 7 tons of coal per year, 8 cords of wood per year, 126,000 cubic feet of natural gas per year, or 1000 gallons of propane.

APPENDIX F - PERSONAL CARE & HOUSEHOLD SUPPLIES

<u>Number in Household</u>	<u>Weekly Amount</u>	<u>Monthly Amount</u>
1-2	\$10.50	\$45.00
3-4	\$11.60	\$50.00
5-6	\$12.80	\$55.00
7-8	\$14.00	\$60.00

NOTE: For each additional person add \$1.25 per week or \$5.00 per month.

SUPPLEMENT FOR HOUSEHOLDS WITH CHILDREN UNDER 5

When an applicant can verify expenditures for the following items, a special supplement will be budgeted as necessary for households with children under 5 years of age for items such as cloth or disposable diapers, laundry powder, oil, shampoo, and ointment up to the following amounts:

<u>Number of Children</u>	<u>Weekly Amount</u>	<u>Monthly Amount</u>
1	\$12.80	\$55.00
2	\$17.40	\$75.00
3	\$23.30	\$100.00
4	\$27.90	\$120.00

FOR MUNICIPAL USE ONLY

2020-2021 Mileage Rate

This municipality adopts the State of Maine travel expense reimbursement rate as set by the Office of the State Controller. The current rate for approved employment and necessary medical travel etc. is 45 cents (45¢) per mile.

Please refer to the Office of State Controller for changes to this rate:
Telephone: 626-8420 or visit: <http://www.state.me.us/osc/>

Funeral Maximums

Burial Maximums

The maximum amount of general assistance granted for the purpose of burial is **\$1,475**. The municipality's obligation to provide funds for burial purposes is limited to a reasonable calculation of the funeral director's direct costs, not to exceed the maximum amounts of assistance described in this section. Allowable burial expenses are limited to:

- removal of the body from a local residence or institution
- a secured death certificate or obituary
- embalming
- a minimum casket
- a reasonable cost for necessary transportation
- other reasonable and necessary specified direct costs, as itemized by the funeral director and approved by the municipal administrator.

Additional costs may be allowed by the GA administrator, where there is an actual cost, for:

- the wholesale cost of a cement liner if the cemetery by-laws require one;
- the opening and closing of the grave site; and
- a lot in the least expensive section of the cemetery. If the municipality is able to provide a cemetery lot in a municipally owned cemetery or in a cemetery under municipal control, the cost of the cemetery lot in any other cemetery will not be paid by the municipality.

Cremation Maximums

The maximum amount of assistance granted for a cremation shall be **\$1,025**.

The municipality's obligation to provide funds for cremation purposes is limited to a reasonable calculation of the funeral director's direct costs, not to exceed the maximum amounts of assistance described in this section. Allowable cremation expenses are limited to:

- removal and transportation of the body from a local residence or institution
- professional fees
- crematorium fees
- a secured death certificate or obituary

Appendix H

Effective: 10/01/20-9/30/21

- other reasonable and necessary specified direct costs, as itemized by the funeral director and approved by the municipal administrator.

Additional costs may be allowed by the GA administrator where there is an actual cost, for:

- a cremation lot in the least expensive section of the cemetery
- a reasonable cost for a burial urn not to exceed \$55
- transportation costs borne by the funeral director at a reasonable rate per mile for transporting the remains to and from the cremation facility.

GENERAL ASSISTANCE ORDINANCE APPENDICES A-H 2020-2021

The Municipality of _____ adopts the MMA Model Ordinance GA Appendices (A-H) for the period of Oct. 1, 2020—September 30, 2021. These appendices are filed with the Department of Health and Human Services (DHHS) in compliance with Title 22 M.R.S.A. §4305(4).

Signed the _____ (day) of _____ (month) _____ (year)
by the municipal officers:

(Print Name)

(Signature)



Council order #102001

Hancock County Planning Commission
395 State Street
Ellsworth, ME
04605

Hancock County Planning Commission

Dues Assessment

For Fiscal Year July 1, 2020 – June 30, 2021

City of Ellsworth

2010 Population:	7,741
Dues Assessment Towns greater than 1,500:	\$1,450
Dues for Ellsworth:	\$1,450

Dear City Council and Manager

First, let me introduce myself, Jarod Farn-Guillette, the new director at HCPC. I am writing today to request the town's support to the county planning commission in the form of member dues for fiscal year 2021. I know that this request is coming after many towns have finalized their budgets for the year. Also, this year presents many difficult economic challenges to small towns - including Ellsworth. Through Ellsworth's support HCPC can continue providing vital services to your town and others throughout Hancock County. These services include: economic development and support through CDBG technical assistance and grant management, environmental and land-use planning assistance, transportation planning, and assistance with other municipal matters that arise.

I do apologize that this letter is arriving later than normally expected. It the result of the hiring process and timing of on-boarding new staff. In the future, any and all requests that impact the budget of Ellsworth will arrive long before budget considerations before the board and town manager. I look forward to assisting your town with its planning needs and helping Ellsworth shape its future. Please contact me at any time should you have further questions or concerns.

Thank you.

Sincerely,

Jarod Farn-Guillette

This is NOT an invoice, rather a request and a tool to assist you with preparation of your budget. Should Ellsworth be able to submit member dues for 2020 – 2021, an invoice will follow.



HCPC *in*
2020 & Beyond

A Presentation for
Ellsworth City Council
October 19th, 2020

The Path

1. Current Status of HCPC
2. A bit about me...(Professional & Education)
3. Goals and Vision
for Future of HCPC
4. Membership Benefits ^^)
5. Bigger Issues in 2020 & 2021

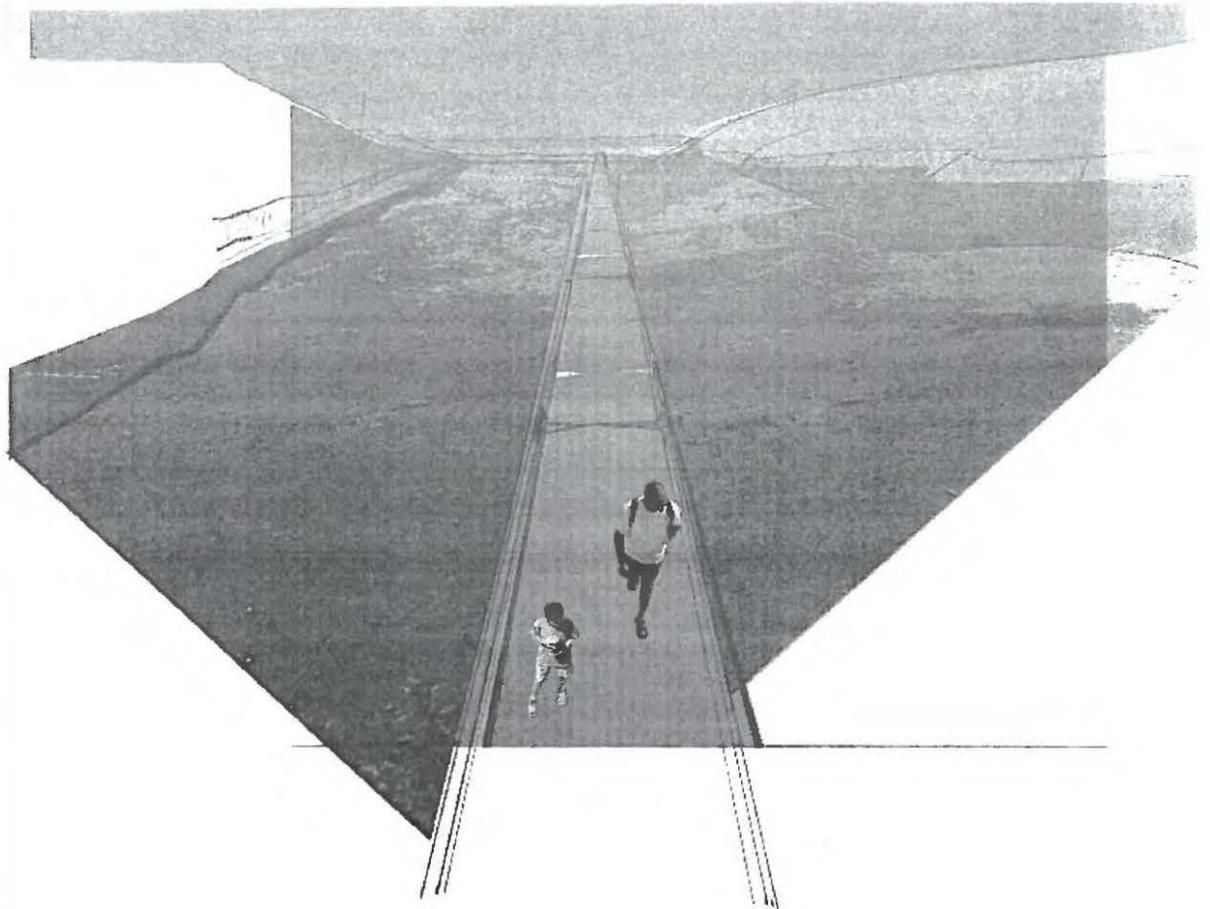


Image: Design for Viewing Structure, Fundy National Park, Alma, NB, Canada (not built)

HCPC Current Status

COMPREHENSIVE PLANNING

Orland - Comprehensive Plan Update - Support
Brooksville - Comprehensive Plan Update - Support
Towns of Brooklin - Data Pack Requested - Pending
Town of Gouldsboro - Will inquire regarding status
Town of Tremont - Response to Proposal Submitted

TRANSPORTATION PLANNING

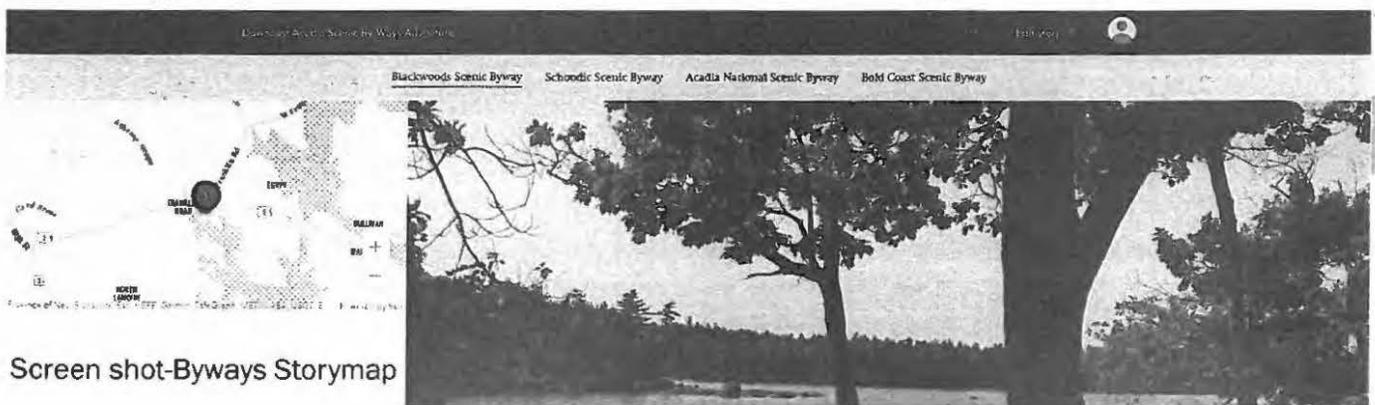
Deer Isle & Stonington - Storymapping DOT Assets &
Extreme Weather Impacts
Schoodic & Blackwoods Byways
Safe Routes to Schools (SRTS) support in HC

OTHER

Downeast Acadia Regional Tourism (DART) -
Regional Byway Adventures & Experiences Storymapping

Regional GIS Database Development at local scale granu-
larity - in the works

Regional Outdoor Recreation Planning - in the works



A bit about me...

Education / Professional Experience

Professional Experience

HCPC - Executive Director / Senior Planner
WCCOG - Transportation / Regional Planner
SNBSC - Urban Designer / Environmental Planner
Maine Indian Education - Science Teacher
Seoul SanckaekDAN - Urban Design Associate
Lab of Landscapes - Research Associate
Parks Canada (FFHW) - Field Ecology & Youth Outreach Coordinator

Education

Seoul National University - Master of Landscape Architecture (2016)
Dalhousie University - Bachelor of Community Design (Planning) (2009)
Dalhousie University - Honours in Urban Design (2010)

Education - Other

Dalhousie University - Biochemistry / Chemistry - pre-pharmacy
Nova Scotia College of Art & Design - Drawing, Graphic Design, etc.
U Maine at Machias - Printmaking, Art, etc. (1 semester visiting from Dal)
U Maine at Augusta - Architecture (1 year - visiting from Dal)

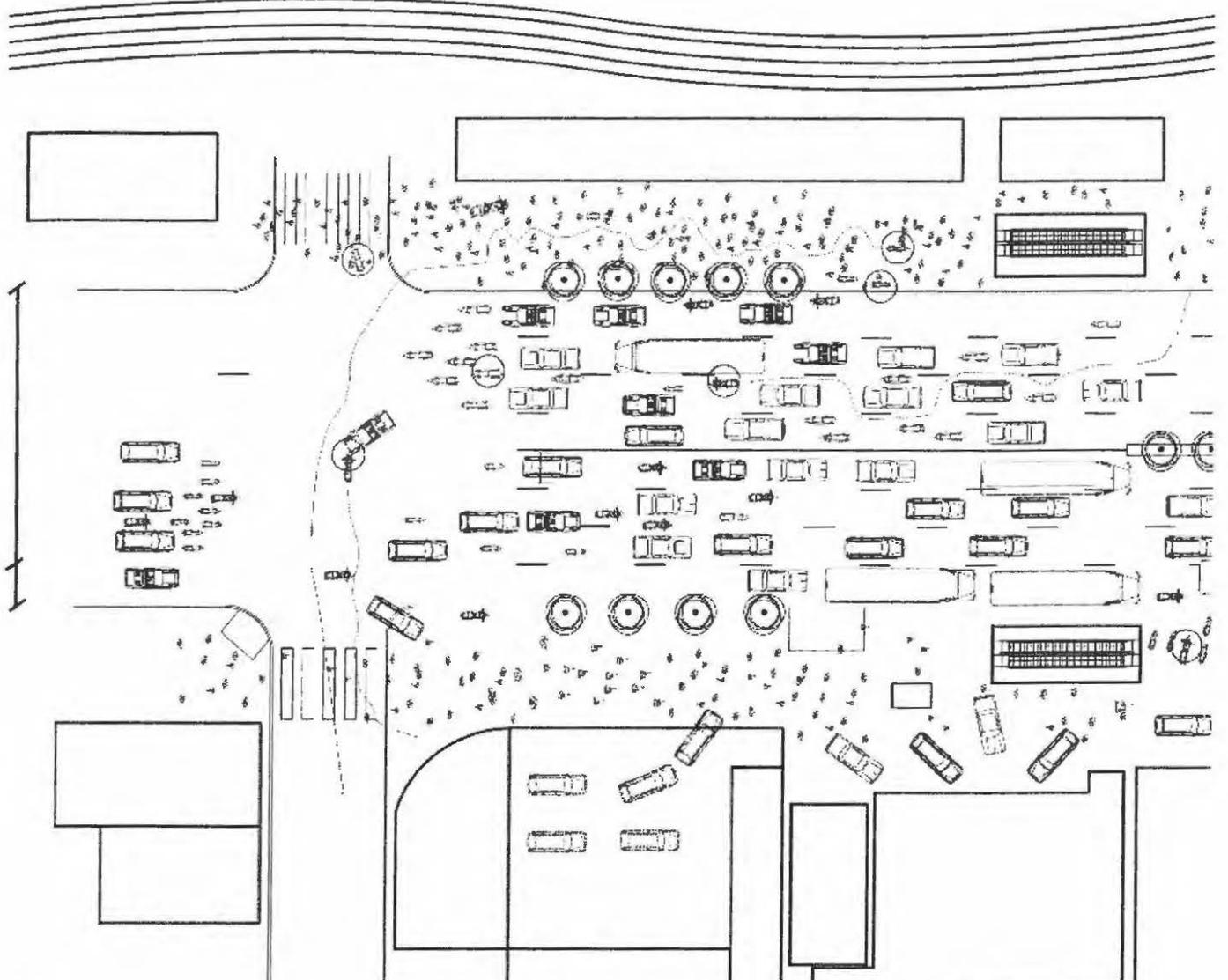
Influences

- Old things and Forgotten Places
- Ecology & Rachel Carson
- Sol LeWitt
- Bela Bartok / Rachmaninoff
- K-Pop
- Paula Scher (Pentagram Studio)
- UNpopularity

Old Seoul - Nikon FM2 (2015)



A bit about me...



Professional Toolbox

- Technical & Design Drawing
- Visualization of Data (Graphic Design)
- Statistical Analysis and Manipulation (R)
- Programming: R, Python, HTML.
- Mapping & GIS
- Writing
- Public Speaking

SeoulDae Station Intersection
- Pedestrian / Motorcycle / Automobile Analysis Drawing - aggregate AADT/Pedestrian time-lapse

Goals & Vision

Heritage Planning & Design

What is it?

- * Planning that preserves important historic and cultural assets.

- * Provides clear planning and design guidance

Why?

While these buildings are not identical in height, *** Increases tourism revenues** are relatively similar which contributes to a contiguous block.

- * Increases tax values

- * Preserves local culture & character for future gen.

Economic Development

Ok, big deal fancy words...so what? How?

- * Focus on local economy...use CDBG wisely

- * Infrastructure (Solar - Broadband - Bike/Ped)

- * Have current comp plans, and others...

- * Affordable housing...accessible housing...HOUSING!!!

Healthy Communities & Lifestyles

What does that look like?

- * Safe, comfortable, walkable, bikeable

- * Access to local foods for all

- * The kind of place people can age in, be young in...

- * Adequate Green Spaces throughout.

Saint Andrews, NB, Heritage Design Guidelines & Plan



Membership Benefits

Why should we bother?

What is in it for Ellsworth?

- * Dedicated GIS support with robust geospatial analysis and visualization support - any-time!
- * On-Call support for council members, board members, city employees etc.
- * Extra assistance in economic development
- * An on-call landscape & urban designer (I know trees)

Wait there's more...

Local and Dedicated On-Call experience in...

- * CDBG - TA & Grant Writing - Public Infrastructure...
- * EPA Brownfields & Environmental Planning...
- * Tourism Development and Destination Planning

The Cost Savings Too!

\$121.00 / hr vs \$77.00/hr

- * Membership brings discounted rates for billable hour services such as Comprehensive Planning Support.
- * Membership also makes us EVEN MORE cost effective against other larger, farther away agencies.
- * Membership supports a local agency that works for the city & region's benefit.

Bigger Issues for 2021

Demographics & Emigration

People are moving to rural Maine

- * Population micro-trends are changing...Yay!
- * How do we accommodate increased demand on the systems?
- * How do provide services for our new neighbors?

Affordable Housing

What happens to those here, and wanting to be here

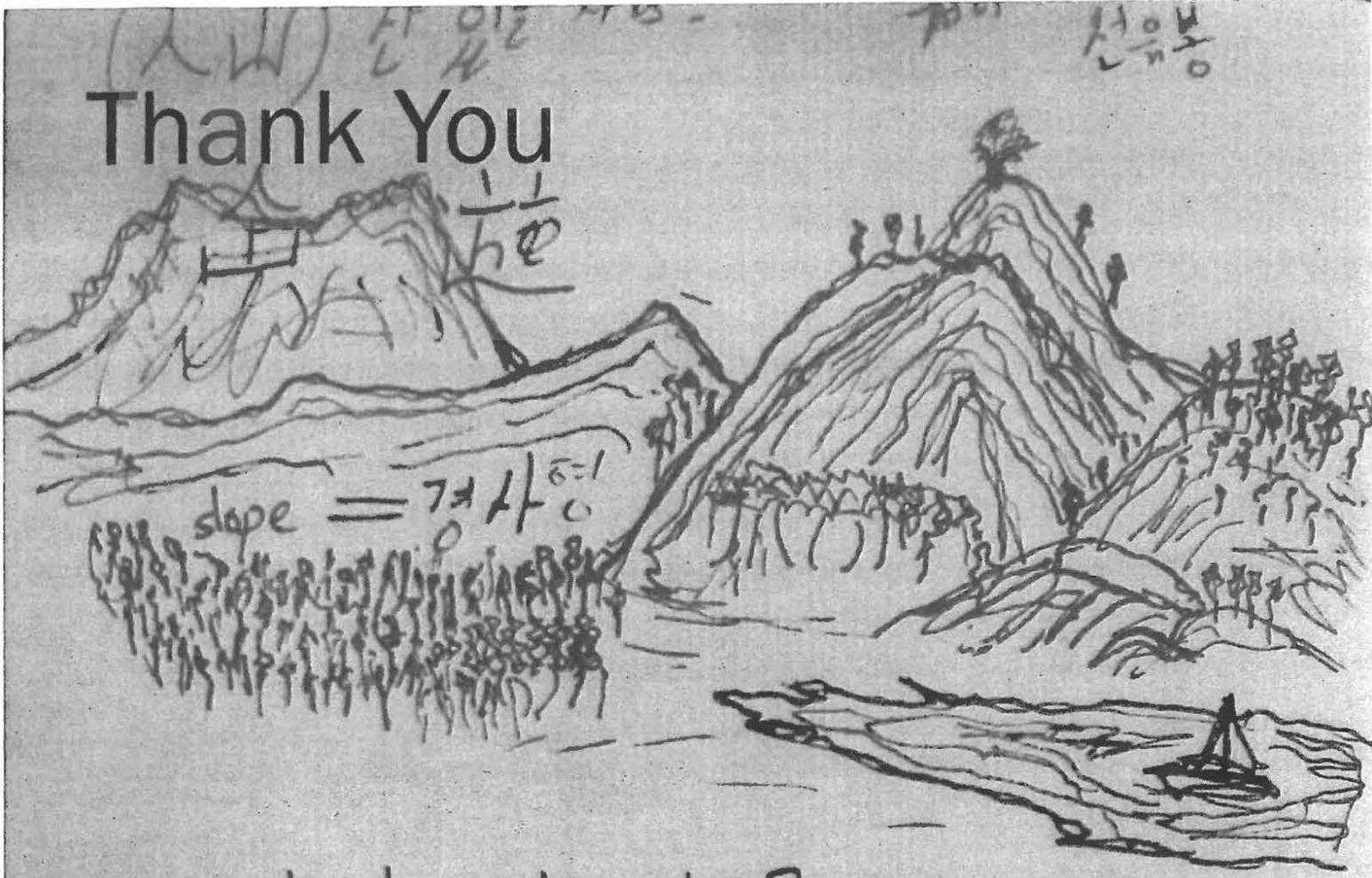
- * Lack of accessible and affordable housing will lead to issues later on in the region.
- * Towns that account for this will have an edge...
- * It is the right thing to do.

Ecosystem Sustainability

What about sledd'n and fish'n? (Disclosure - I fish)

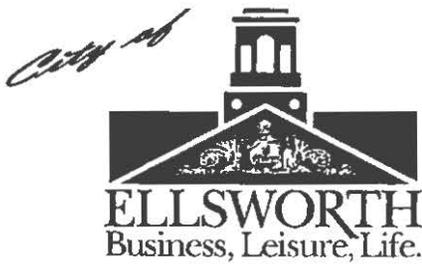
- * Real impacts to the way of life in rural Maine with rapid growth, need to plan for change.
- * Time to re-look at current plans in the face of change.

Thank You



- 면치 잘 되니?
- 그림을 그리주세요.
- 서울 대오로 와서 놀라! ^^
- 스케치

Questions / Thoughts



Council Order #102002

Office of the City Treasurer

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

MEMO

Date: October 14, 2020
 To: City Council Members
 From: Jennifer Merchant, Finance Director
 RE: Agenda Request to Encumber Funds

Request to encumber certain appropriation accounts –

At the end of each fiscal year, a request is made to encumber the ending balance of funds for unfinished projects. This pertains mainly to capital improvement projects, yet a few departments have requested fund encumbrances as well.

Code Enforcement	1010145-52011	\$4,000	Professional Services
Planning	1010150-52010	\$1,882	Conferences & Meetings
Planning	1010150-52011	\$2,560	Professional Services
Planning	1010150-52229	\$7,600	LMI Study
Elections	1010160-51002	\$1,900	Payroll
Elections	1010160-52004	\$1,200	Printing & Advertising
Elections	1010160-52036	\$2,900	Programming
Technology	1010170-52009	\$13,925	Training
Joint Office	1010180-52004	\$8,500	Printing & Advertising
Police Department	1020200-53002	\$10,000	Gasoline & Misc Supplies
Fire Department	1020210-51014	\$13,000	Fitness Stipend
Public Works	1030300-52021	\$29,100	Rental
Public Works	1030300-54001	\$10,000	Capital Outlay
Solid Waste	1030340-52076	\$17,500	Special Waste Disposal
Parks, Trees, & Cemeteries	1030380-52023	\$6,400	Misc Supplies

Parks, Trees, & Cemeteries	1030380-52050	\$9,350	Cemetery Repair
General Assistance	1040400-53003	\$5,369	Heat
City Hall	1060600-52002	\$10,000	Power
Misc City Property	1060640-52059	Remaining Balance \$4,886.83	Business Park Final Projects
Wastewater	6036360-55011	Remaining Balance	Equipment Reserve
Capital Improvements	9090900-59001	Remaining Balance \$570,154.65	Road Improvements
Capital Improvements	9090900-59002	Remaining Balance \$36,790.68	City Hall Improvements
Capital Improvements	9090900-59003	Remaining Balance \$13,498.34	Information Technology
Capital Improvements	9090900-59007	Remaining Balance \$31,256.96	Police Cruiser Equipment
Capital Improvements	909000-59010	Remaining Balance \$1,329.62	Capital Improvements
Capital Improvements	9090900-59013	Remaining Balance \$36,0000	Highway Garage
Capital Improvements	9090900-59015	Remaining Balance \$3,966.09	Demeyer Improvements
Capital Improvements	9090900-59018	Remaining Balance \$35,120.55	Grant Application Funds
Capital Improvements	9090900-59019	Remaining Balance \$5,747.98	Branch Lake Improvements
Capital Improvements	9090900-59028	Remaining Balance \$5,478.32	Stormwater Management
Capital Improvements	9090900-59040	Remaining Balance \$17,533	New Branch Lake Boat Launch
Capital Improvements	9090900-59041	Remaining Balance \$916.95	Downtown Street Lights
Capital Improvements	9090900-59048	Remaining Balance \$791.22	MS Exchange Upgrade
Capital Improvements	9090900-59058	Remaining Balance \$12,000	Card Brook Watershed

Capital Improvements	9090900-59071	Remaining Balance \$10,000	Content Management System
Capital Improvements	9090900-59072	Remaining Balance \$21,000	MS Office 2013
Capital Improvements	9090900-59074	Remaining Balance \$4,075	Housing Study
Capital Improvements	9090900-59078	Remaining Balance \$5,000	Traffic Signal Engineering
Capital Improvements	9090900-59083	Remaining Balance \$2,669.26	City Hall Cameras
Capital Improvements	9090900-59084	Remaining Balance \$7,541.37	Computer Replacement
Capital Improvements	9090900-59087	Remaining Balance \$3,939.26	Server Replacement
Capital Improvements	9090900-59088	Remaining Balance \$19,893.93	Harbor Capital Improvement
Capital Improvements	9090900-59091	Remaining Balance \$4,546.63	Fiber Network Upgrades
Capital Improvements	9090900-59094	Remaining Balance \$15,000	Server Software
Capital Improvements	9090900-59095	Remaining Balance \$15,000	Fiber Optic Expansion

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

Move to approve the request of the Finance Director to encumber certain appropriation and assigned fund balance accounts as presented.

CITY OF ELLSWORTH
FY 2020 APPROPRIATION AND REVENUE ADJUSTMENTS

Council order #102003

DEPARTMENT	BUDGETED AMOUNT	EXPECTED OVERAGE	EXPLANATION
1010110 Administration		\$41,237	
Administration	\$300,523	\$41,237	Professional Fees for Solar Project- covered by reserve transfers
1010120 City Clerk		\$1,861	
City Clerk	\$100,122	\$1,861	Unanticipated Shortage
1010130 Finance		\$7,627	
Finance	\$316,563	\$7,627	Unanticipated Shortage for waiving credit card fees due to COVID closure
1010155 Legal Services		\$32,500	
Legal Services	\$39,000	\$32,500	Ordinance Changes, Personnel Issues, Collection & Bonds
1010185 Insurance		\$16,420	
Insurance	\$88,050	\$16,420	Insurance
1010190 Employee Benefits		\$221,295	
Employee Benefits	\$1,889,826	\$221,295	Worker's Comp Experience Rate Change, Health Ins & OT
1020230 Public Fire Protection		\$19,000	
Street Lights	\$312,000	\$19,000	Unanticipated Shortage
1055520 Harbor		\$28,765	
52046 Harbor Gas Expense	\$0	\$28,765	Harbor Gas
1060640 Misc City Property		\$21,965	
Misc City Property	\$82,721	\$21,965	Unanticipated expenses related to Moore Center
TOTAL OVERAGE		\$390,670	
10-40306 Excise Tax	\$1,600,000	\$84,738	
10-40323 Reserve Transfers	\$0	\$25,000	
10-40332 Cable TV Franchise	\$70,000	\$14,745	
10-40336 Sale of Surplus Property	\$0	\$7,800	
10-40339 Sale of Real Estate	\$10,000	\$103,084	
10-40340 Short Term Interest	\$70,000	\$10,800	
10-40357 BETE Reimbursement	\$102,000	\$15,869	
10-40328 State Revenue Sharing	\$695,205	\$39,500	
1020200-40308 Police Misc Rev	\$7,000	\$8,792	
1020210-40308 Fire Dept Misc Rev	\$10,000	\$8,791	
1010145-40316 Building Permits	\$40,000	\$10,415	
1010150-40308 Planning Misc Rev	\$7,000	\$6,830	
1030340-40342 Resident Stickers	\$2,000,000	\$17,502	
1055520-40308 Harbor Misc Revenue	\$0	\$5,384	
1055520-40373 Harbor Slip Revenue	\$15,000	\$2,655	
1055520-40375 Harbor Gas Revenue	\$33,678	\$28,765	
Total Coverage from Other Budgets and Revenues		\$390,670	

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

Move to approve the request of the Finance Director to adjust the FY 2020 estimated appropriations and revenues as presented.