

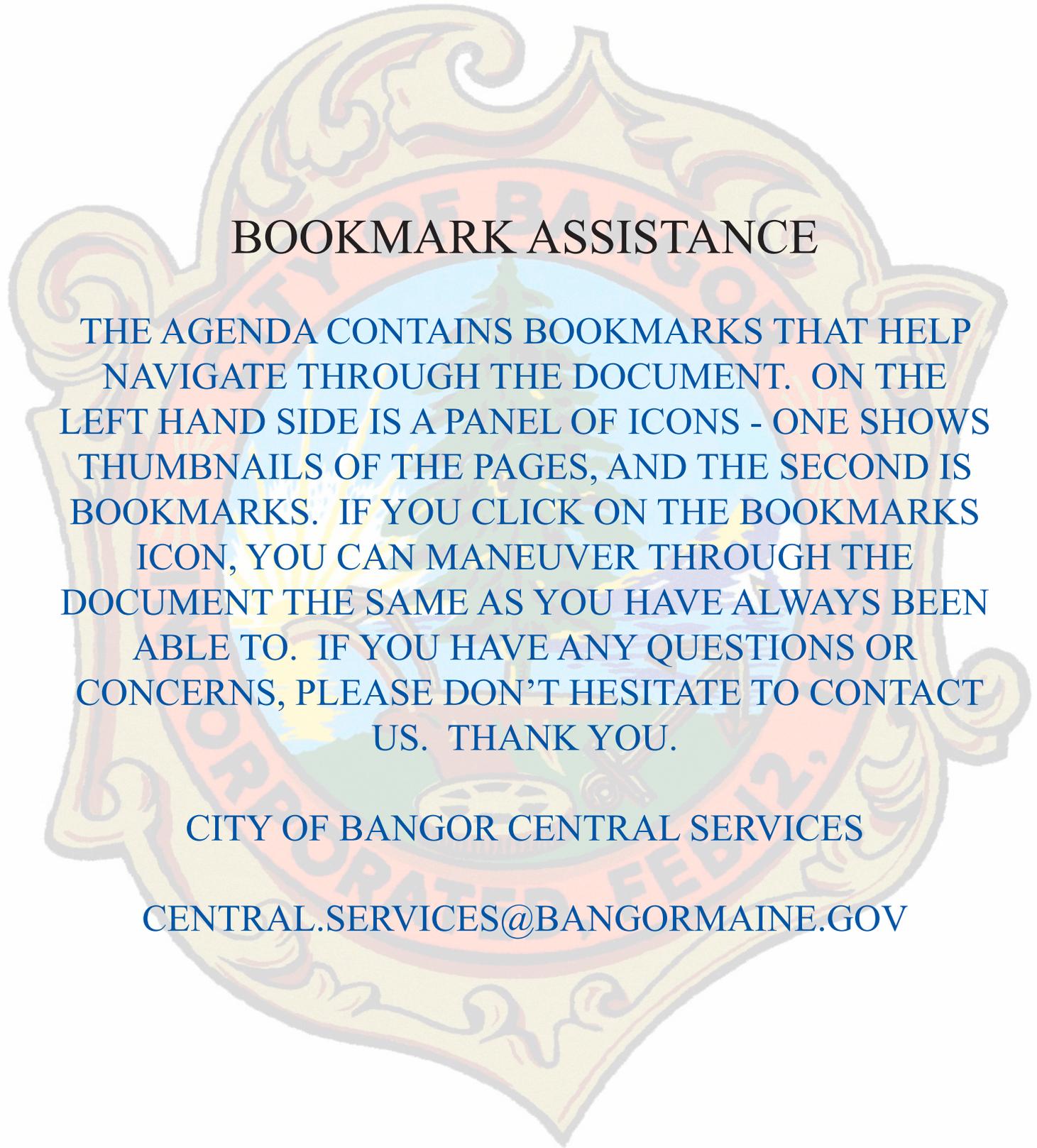
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CITY COUNCIL AGENDA

DECEMBER 23, 2013





BOOKMARK ASSISTANCE

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CITY OF BANGOR CENTRAL SERVICES

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REGULAR MEETING BANGOR CITY COUNCIL – DECEMBER 23, 2013

PLEDGE ALLEGIANCE TO THE FLAG

PUBLIC COMMENT

**CONSENT AGENDA
ITEM NO.**

**ASSIGNED TO
COUNCILOR**

*Explanatory Note: All items listed in the Consent Agenda are considered routine and are proposed for adoption by the City Council by one motion without discussion or deliberation. If discussion on any item is desired any member of the Council or public may merely request removal of the item to its normal sequence in the regular agenda prior to a motion for passage of the Consent Agenda.

MINUTES OF: Bangor City Council Regular Meeting of December 9, 2013, Infrastructure Committee Meetings of November 18, 2013 and December 10, 2013 and Bangor Water District Board of Trustees Meeting of November 19, 2013

Liquor License Renewal: Application for Liquor License Renewal, Malt, Vinous of Penobscot Theatre Company d/b/a Penobscot Theatre Company, 131 Main Street **CIVIELLO**

14-042 ORDER Authorizing Execution of Municipal Quitclaim Deed – Real Estate Located at 44 Pier Street **GALLANT**

Executive Summary: Sewer liens matured on the property of Daniel Saulnier, currently owned by CitiMortgage, Inc. All outstanding charges due the City will be paid by CitiMortgage. There are no outstanding real estate taxes or property issues. Because the liens matured, a municipal quitclaim is required to release the City's interest in the property. Staff recommends approval.

This Order, if approved, will authorize the execution of the deed to CitiMortgage.

14-043 ORDER Authorizing the City Manager to Accept \$314.00 in U.S. Currency, or a Portion Thereof, as a result of a State Criminal Forfeiture **GRAHAM**

Executive Summary: This Order will authorize the acceptance and transfer of \$314.00 in State Criminal forfeiture funds. Members of the Bangor Police Department were instrumental in an arrest leading to the seizure of cash that was subsequently forfeited by the individual who was arrested. As a result, the City is entitled to a portion of the seized funds.

14-044 ORDER Authorizing the City Manager to Accept \$317.00 in U.S. Currency, or a Portion Thereof, as a result of a State Criminal Forfeiture **BALDACCI**

REGULAR MEETING BANGOR CITY COUNCIL – DECEMBER 23, 2013

**CONSENT AGENDA
ITEM NO.**

**ASSIGNED TO
COUNCILOR**

Executive Summary: This Order will authorize the acceptance and transfer of \$317.00 in State Criminal Forfeiture funds. Members of the Bangor Police Department were instrumental in an arrest leading to the seizure of cash that was subsequently forfeited by the individual who was arrested. As a result, the City is entitled to a portion of the seized funds. Staff recommends approval.

14-045 ORDER Authorizing the City Manager to Execute a Sub BLANCHETTE
Recipient Agreement with Mayo Regional Hospital as
the Fiscal Agent for the Piscataquis Public Health
Council

Executive Summary: This Order will authorize the City Manager to execute a sub recipient agreement in the amount of \$166,667 with Mayo Regional Hospital, the fiscal agent for the Piscataquis Public Health Council (PPHC). Under the terms of this agreement, Bangor is the lead agency and will contract with Mayo Regional Hospital to act as fiscal agent for Healthy Maine Partnership in Piscataquis Public Health Council. This item was reviewed and recommended for approval by the Government Operations Committee on December 16, 2013.

14-046 ORDER Authorizing Execution of an Easement to C.M.I., Inc. – NEALLEY
Hogan Road Extension

Executive Summary: This Order will authorize the City Manager to execute an easement between the City of Bangor and C.M.I., Inc. to allow C.M.I. to construct a drive-thru on the end of its building in Cross Roads Plaza nearest to Hogan Road Extension.

The Code of the City of Bangor requires a forty foot setback for the drive-thru from the City’s right-of-way. The right-of-way limit is approximately twenty-five feet from the proposed drive- thru. C.M.I., Inc. has requested an easement from the City for the limited purpose of allowing the drive-thru to be constructed within the setback limits. Allowing for this will not create any burden for the City nor safety issues for pedestrians or traffic. This item was reviewed and recommended for approval by the BED at its December 17, 2013 meeting.

14-047 ORDER Authorizing the Airport to submit a Passenger Facility DURGIN
Charge (PFC) application to the Federal Aviation
Administration (FAA)

Executive Summary: This Order will authorize the Airport to apply for a PFC application for up to three million dollars to provide funding for renovations and improvements for the domestic terminal upgrade project. A Passenger Facility Charge (PFC) is a fee paid by passengers that is used to make improvements to the Airport’s infrastructure. The fee is \$4.50 per passenger and is collected by the Airlines when a ticket is purchased. The fee is then remitted to the Airport. This request will consist of constructing an enclosed baggage make-up area for the airlines, purchasing and installing a new generator capable of operating the full domestic terminal, installing new glass windows and façade on the front of the terminal, and new signage and wayfinding.

REGULAR MEETING BANGOR CITY COUNCIL – DECEMBER 23, 2013

**CONSENT AGENDA
ITEM NO.**

**ASSIGNED TO
COUNCILOR**

**14-048 ORDER **Authorizing Acceptance of Two Pipeline Easements at
Bangor International Airport** **CIVIELLO****

Executive Summary: This Order will authorize acceptance of two easements at the Bangor International Airport from the Maine Air National Guard. These easements were for spurs to the Searsport-Loring pipeline that are no longer in use as well as portions which have been removed. The Air National Guard no longer has any need for the easements, and the underlying land is owned by the City of Bangor. Staff recommends approval. This was recommended for approval by the Government Operations Committee on 12-16-13.

**14-049 ORDER **Authorizing Acceptance of Three Ceilometer Easements
and a 0.01 Acre Parcel at Bangor International Airport** **NEALLEY****

Executive Summary: This Order will authorize acceptance of three easements and a 0.01 acre parcel of land at the Bangor International Airport from the Maine Air National Guard. The easements were granted to the National Guard prior to the City ownership and control of the airport. The purpose of the easements were for the placement of equipment, pipes and a ceilometer, a device used to measure the cloud base above the airport, on property located on the northern end of the runway that is no longer in use. The Air National Guard no longer has the equipment and ceilometer in that location and therefore, would like to vacate the easements. As the City is the owner of surrounding and underlying property, staff recommends approval. This was recommended for approval by the Government Operations Committee on 12-16-13.

**14-050 ORDER **Authorizing the City Manager to Execute a Renewal
Agreement with the University of Maine for the
Community Connector Fare Free Program** **PLOURDE****

Executive Summary: This Order will authorize the City Manager to execute a renewal agreement with the University of Maine to continue the Fare Free transit program. The University and the Community Connector have had a long-standing arrangement whereby the University pays a fixed sum for student, faculty and staff rides on the Community Connector. The renewal agreement will increase the fee from \$18,500 to \$25,500 for FY 2015. This has been a beneficial arrangement for both parties, and similar arrangements exist with Eastern Maine Community College and Husson University. This agreement has been reviewed and recommended for approval by the Government Operations Committee at its December 16, 2013 meeting.

REGULAR MEETING BANGOR CITY COUNCIL – DECEMBER 23, 2013

**REFERRALS TO COMMITTEE AND FIRST READING
ITEM NO.**

**ASSIGNED TO
COUNCILOR**

14-051 ORDINANCE Amending Land Development Code – Contract Zone Change – Gilman Road from a Rural Residence and Agricultural District to a Contract Shopping and Personal Service District (First Reading and Referral to Planning Board Meeting of January 7, 2014) **DURGIN**

Executive Summary: This ordinance will amend the zoning on 3.7 acres on Gilman Road from Rural Residence and Agricultural District to a Contract Shopping and Personal Service District. Cross Realty, LLC is requesting a contract zone change for two parcels of land located on Gilman Road containing approximately 3.7 acres. While the City's Comprehensive Plan has indicated this area as suited for commercial development, utility service is not presently available. The proposed contract zone is conditioned upon the developer successfully resolving issues of traffic and utility services for the property as well as traffic circulation at the intersection of Gilman Road and Stillwater Avenue.

**UNFINISHED BUSINESS
ITEM NO.**

**ASSIGNED TO
COUNCILOR**

14-033 ORDER Accepting and Appropriating \$151,832 for the Supplemental Nutrition Education Grant program **CIVIELLO**

Executive Summary: This resolve will authorize the City to accept and appropriate \$151, 832 in supplemental nutrition grant funds (SNAP) in fiscal year 2014. This is the second year of a two year grant in which Bangor Health and Community Services will receive funding from the River Coalition to provide nutrition education to people who are SNAP eligible in the thirteen town Healthy Maine Partnership service area. This was reviewed and recommended for approval at the December 2, 2013 Government Operations Committee meeting.

14-034 ORDINANCE Amending Chapter 165, Land Development, of the Code of the City of Bangor – Section 165-135. Schedule A - Urban Developed Area Standards **DURGIN**

Executive Summary: The proposed text amendment is intended to correct existing language contained in a footnote of the Bass Park District when adopted in 2004. Schedule A does not contain standards for ISR (Impervious Surface Ratio) or default bufferyards as does Schedule B. In 2004, when the District was created they were included but did not fit into the Schedule's table so a footnote was added. A recent development project discovered the footnote and the amendment seeks to correct the two standards therein. This was reviewed and recommended for approval at the Planning Board Meeting on December 17, 2013.

REGULAR MEETING BANGOR CITY COUNCIL – DECEMBER 23, 2013

**NEW BUSINESS
ITEM NO.**

**ASSIGNED TO
COUNCILOR**

**14-052 ORDER **Authorizing the Execution of an Agreement with the
Bangor Band - Amphitheater** **GRAHAM****

Executive Summary: This Order will authorize the execution of an Agreement with the Bangor Band to purchase a band shell and risers and provide for City participation in the setup of the events. Prior to the construction of the Cross Insurance Center, The Bangor Band played at the City’s community gazebo in Bass Park. Additionally, the gazebo was older and lacked the structural integrity to withstand a move. The Bangor Band has identified a band shell that will meet their needs and a new location on City property at the waterfront. If approved, the proposed terms of the agreement are as follows:

- The term of the agreement is for five years; and
- The band shell and risers will be insured by the City as well as the Bangor Band and any other potential users; and
- The City agrees to set up, take down and store the band shell and risers.
- The Bangor Band may use, at no charge, the band shell and risers fifteen (15) times per year.
- The City shall be responsible for the repair and maintenance of the band shell and risers for a period of five years.
- The City will have the right to deny use of the band shell and risers when it determines that conditions are such that it is, in the opinion of the City, unsafe to use.
- After the first year of the agreement the parties shall negotiate any fees to be paid the City to store, set up and take down the band shell and risers.

The terms of this agreement have been reviewed and recommended for approval by the Government Operations Committee at its December 2, 2013 meeting.

**14-053 ORDER **Authorizing Award of Single Stream Recycling
Contract to Pine Tree Waste** **PLOURDE****

Executive Summary: This order will authorize a contract to Pine Tree Waste to provide single stream recycling in the amount of \$111,500 per year plus fuel expenses beginning July 1, 2014. The full cost of the five year contract is \$577,974.

On October 23, 2013 the City received three responses to its Request for Proposals (RFP) – Recycling Collection Services. The RFP was issued to determine whether or not a viable option existed to implement curbside single stream recycling within the City.

On November 18, 2013, The Infrastructure Committee reviewed the three responses, and determined that two responses were viable and responsive. At that time the Committee reviewed the specifics of the two proposals and identified issues requiring further clarification. Specifically, one respondent proposed weekly service and another proposed bi-weekly service.

On December 16, 2013, The Finance Committee reviewed the bids. After significant discussion and consideration, the Committee decided to recommend the award of contract to Pine Tree Waste for bi-weekly

REGULAR MEETING BANGOR CITY COUNCIL – DECEMBER 23, 2013

**NEW BUSINESS
ITEM NO.**

**ASSIGNED TO
COUNCILOR**

collection of single stream recycling. The primary reason was that bi-weekly offered significant cost savings over the current recycling program and the other proposals and bi-weekly provided greater environmental benefits by reducing vehicle trips and carbon emissions. The service change from weekly collection to bi-weekly collection, it was felt, was more than offset by ease and number of items that could be recycled under single stream.

Additionally, the Committee expressed interest in a pro-active education and outreach campaign necessary to make this service change successful. Both respondents proposed very similar education programs that would include flyers, mailings, advertisement as well as on-going promotion and outreach educational programs. The Committee felt that both respondents had the background and experience to make an outreach program successful.

At its December 16, 2013, meeting the Finance Committee approved staff recommendation to award of the contract to Pine Tree Waste. The contract award recommendation must be reviewed approved by the City Council as it is over \$100,000.



**CONSENT
AGENDA**

MINUTES OF REGULAR MEETING BANGOR CITY COUNCIL – DECEMBER 9, 2013

Meeting called to order at 7:30 PM
 Meeting Chaired by Councilor Sprague
 Councilors Absent: None
 Meeting Adjourned at 8:13 PM

PUBLIC COMMENT None

CONSENT AGENDA ITEM NO.	ASSIGNED TO COUNCILOR
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MINUTES OF: Bangor City Council Meeting of November 25, 2013, Business & Economic Development Committee Meetings of October 15, 2013, October 28, 2013 and October 29, 2013, Airport Committee Meeting of October 15, 2013, and Government Operations Committee Meetings of August 19, 2013, September 3, 2013, September 17, 2013 and October 8, 2013

Action: Accepted and Approved

<u>14-023</u>	<u>ORDER</u>	Execution of Municipal Quitclaim Deed – Real Estate Located at 38 Blue Hill East	GALLANT
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Action: Passed

<u>14-024</u>	<u>ORDER</u>	Authorizing Execution of Municipal Quitclaim Deed – Real Estate Located at 115 Larkin Street	BLANCHETTE
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Action: Passed

<u>14-025</u>	<u>ORDER</u>	Authorizing Execution of Municipal Quitclaim Deed – Real Estate Located at 178 Ohio Street	DURGIN
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Action: Passed

<u>14-026</u>	<u>ORDER</u>	<i>Authorizing Execution of Municipal Quitclaim Deed – Real Estate Located at 689 Union Street</i>	GRAHAM
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Action: *Passed*

<u>14-027</u>	<u>ORDER</u>	<i>Authorizing Execution of Municipal Quitclaim Deeds to Hartstone Realty, LLC and Sheldon L. Hartstone for Real Estate Located at 569 Hammond Street, to Sheldon Hartstone for Real Estate Located at 25 Thirteenth Street and to Sheldon Hartstone for Real Estate Located at 331 Stillwater Avenue</i>	NEALLEY
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Action: *Passed*

<u>14-028</u>	<u>ORDER</u>	<i>Appointing Constables for the Year 2014</i>	CIVIELLO
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Action: *Passed*

MINUTES OF REGULAR MEETING BANGOR CITY COUNCIL – DECEMBER 9, 2013

CONSENT AGENDA
ITEM NO. **ASSIGNED TO COUNCILOR**

14-029 ORDER *Authorizing the Police Department to Apply for Three (3) \$10,000 Grants from the State of Maine Bureau of Highway Safety* **GALLANT**

Action: Passed

14-030 ORDER *Authorizing the execution of a Consent for Assignment of an Agreement from Bombardier to Flexjet LLC-Airport* **DURGIN**

Action: Passed

14-031 ORDER *Authorizing the City Manager to Execute a Memorandum of Understanding with Sebecook Valley Health as the Fiscal Agent for Healthy Sebecook Valley* **PLOURDE**

Action: Passed

14-032 ORDER *Authorizing the City Manager to Execute a Memorandum of Understanding with the Town of Hermon to implement nutrition, tobacco, substance abuse and worksite wellness policies as part of the Healthy Maine Partnership Grant* **BALDACCI**

Action: Passed

REFERRALS TO COMMITTEE AND FIRST READING
ITEM NO. **ASSIGNED TO COUNCILOR**

14-033 ORDER *Accepting and Appropriating \$151,832 for the Supplemental Nutrition Education Grant program (First Reading)* **CIVIELLO**

Action: First Reading

14-034 ORDINANCE *Amending Chapter 165, Land Development, of the Code of the City of Bangor – Section 165-135. Schedule A - Urban Developed Area Standards (First Reading and Referral to Planning Board Meeting of December 17, 2013)* **DURGIN**

Action: First Reading and Referral to Planning Board Meeting of December 17, 2013

UNFINISHED BUSINESS
ITEM NO. **ASSIGNED TO COUNCILOR**

14-022 ORDINANCE *Extending a Moratorium on Charter Schools* **BALDACCI**

*Action: Motion made and seconded for Passage
Vote: 9 – 0
Councilors Voting Yes: Baldacci , Blanchette, Civiello, Durgin, Gallant, Graham, Nealley, Plourde, Sprague
Councilors Voting No: None
Passed*

MINUTES OF REGULAR MEETING BANGOR CITY COUNCIL – DECEMBER 9, 2013

**NEW BUSINESS
ITEM NO.**

**ASSIGNED TO
COUNCILOR**

LIQUOR LICENSE RENEWAL CLASS XI	<i>Application for Liquor License Renewal, Malt, Spirituous, Vinous of Lizchelle, Inc. d/b/a Tantrum Nightclub & Lounge, 193 Broad Street</i>	BLANCHETTE
	<i>Action: Motion made and seconded to Open the Public Hearing Public Hearing Opened Motion made and seconded to Close the Public Hearing Public Hearing Closed Motion made and seconded for Approval Approved</i>	
PUBLIC HEARING:	<i>Application for Special Amusement License of Lizchelle, Inc. d/b/a Tantrum Nighclub & Lounge, 193 Broad Street</i>	BLANCHETTE
	<i>Action: Motion made and seconded to Open the Public Hearing Public Hearing Opened Motion made and seconded to Close the Public Hearing Public Hearing Closed Motion made and seconded for Approval Approved</i>	
PUBLIC HEARING:	<i>Application for Automobile Graveyard and/or Junkyard Permit of AIM Recycling USA, LLC d/b/a AIM Recycling Bangor, 2630 Broadway</i>	BLANCHETTE
	<i>Action: Motion made and seconded to Open the Public Hearing Public Hearing Opened Motion made and seconded to Close the Public Hearing Public Hearing Closed Motion made and seconded for Approval Approved</i>	
<u>14-035</u> <u>ORDER</u>	<i>Authorizing City to accept Canine Endumin from the Transportation Security Administration and transfer Canine Endumin to Daniel Scripture</i>	BLANCHETTE
	<i>Action: Motion made and seconded for Passage Passed</i>	
<u>14-036</u> <u>ORDER</u>	<i>Increasing the Northeast Corner of Bass Park Boulevard Right-of Way</i>	GRAHAM
	<i>Action: Motion made and seconded for Passage Passed</i>	
<u>14-037</u> <u>ORDER</u>	<i>Authorizing Grant Application to National Endowment for the Arts- Our Town Program</i>	PLOURDE
	<i>Action: Motion made and seconded for Passage Passed</i>	

MINUTES OF REGULAR MEETING BANGOR CITY COUNCIL – DECEMBER 9, 2013

<u>NEW BUSINESS</u> <u>ITEM NO.</u>			<u>ASSIGNED TO</u> <u>COUNCILOR</u>
<u>14-038</u>	<u>ORDER</u>	<i>Directing the City Manager to Take Possession of the Property Located at 12 North Street</i>	NEALLEY
		<i>Action: Motion made and seconded for Passage Passed</i>	
<u>14-039</u>	<u>ORDER</u>	<i>Directing the City Manager to Take Possession of the Property Located at 15 Field Street</i>	CIVIELLO
		<i>Action: Motion made and seconded for Passage Passed</i>	
<u>14-040</u>	<u>ORDER</u>	<i>Authorizing Execution of a Development Agreement with Bangor Housing Development Corporation – Freese Building – Main Street</i>	DURGIN
		<i>Action: Motion made and seconded for Passage Passed</i>	
<u>14-041</u>	<u>ORDER</u>	<i>Authorizing Award of Parking Management Services Contracts to Republic Parking Systems</i>	GALLANT
		<i>Action: Motion made and seconded for Passage Passed</i>	

Lisa J. Goodwin, MMC, City Clerk

**Infrastructure Committee
Minutes
November 18, 2013**

ATTENDEES

Councilors:

Benjamin Sprague
Joseph Baldacci
Josh Plourde

Pauline Civiello
Nelson Durgin
Patricia Blanchette

James Gallant
Gibran Graham

Staff:

Dana Wardwell

Art Morgan

Cathy Conlow

Agenda

**1. Update: Recycling
(Memo and Quotes Provided By Public Works Director, Dana Wardwell Attached)**

Dana Wardwell stated there was recent discussion about single stream recycling and the request for proposals for curbside collection. They received to very favorable quotes from Pine Tree and Sullivan, also another quote from MRO, which was considerably more. For FY15 Sullivan quoted a weekly pickup for \$144,988 (82,180 less than FY14 net recycling budget) and Pine Tree quoted for bi-weekly for \$80,393 (146,520 less than FY14 net recycling budget). He would recommend a five year contract to either Pine Tree or Sullivan, once a decision was made to go weekly or bi-weekly. He also explained there would be no need for a new truck budgeted at \$155,000, and both companies would make up the tonnage if the City were to be charged a penalty fee by PERC.

In response to Councilor Durgin's question of usage of bins or bags, Dana responded the residents would pay for clear plastic bags and stickers would be provided for their trash bins. Councilor Plourde asked if they would still provide the drop off location, to which Dana indicated they would. Councilor Plourde expressed they would not only be saving money, but providing more service and supported weekly pickup of the twenty items they would take. Councilor Blanchette preferred bi-weekly and suggested the need for educating the public. Councilor Graham suggested starting with weekly pickup and switch to bi-weekly later. He also asked if equipment and staff would be affected. Dana responded the current truck would need to be replaced and the loaders would also need to be replaced. The trailer would sell for a fair amount of money if someone was interested in the purchase. Regarding personnel, they could work the four positions into the Public Works maintenance side. Councilor Nealley addressed the costs and potential environmental concerns if the trucks were to run weekly as opposed to bi-weekly. Councilor Plourde concurred, bi-weekly was worth considering and also urged education aspect with mailings, etc. Councilor Durgin asked about the penalties from PERC if the City did not meet the tonnage required. Cathy Conlow explained the Municipal Review Committee (MRC) negotiated the penalties out because of a significant amount of communities converting and participating in the single stream program. She also stated they could request proposals on both the weekly and bi-weekly from companies that quoted, as one company only quoted on weekly and the other company quoted on bi-weekly, and the other company who submitted MRO, did not address all the items

requested in the Request for Proposal. Dana stated the Finance Director preferred to go with the proposals already submitted, that each party would know what the other had bid and it would not be fair to go back out for a second bid. Councilor Gallant was concerned about the variable costs that are not always realized, such as under Note #3 on the provided spreadsheet regarding the size of cubic yard containers and the number of dumps per week, which could be different than listed. He would like to see a limit to increasing the number of dumps, for instance. Councilor Nealley didn't realize, and was concerned about the variables as Councilor Gallant had pointed out. Cathy suggested compiling questions and offering the list to the companies and bring the answers to the Committee. Councilor Gallant expressed concern that neither bid equated to the other and was not comfortable with negotiating an open bid, and that they could not make decisions on the bids that were presented. Councilor Baldacci suggested Norm Heitmann, City Solicitor be consulted regarding the bid and concurred with the concern of variable costs and fair decisions of the bids. They have until July 1, 2014 before entering into a contract. Councilor Gallant suggested rejecting all of the bids and come back with new bids. Cathy stated they would converse with Norm and Debbie and come back to the Committee.

Vote: No Action Currently Required.

**2. Discussion: Vehicle GPS
(Memo Provided by Public Works Director, Dana Wardwell Attached)**

Dana stated Public Works has historically been a leader in new technologies to work more efficiently. Twelve years ago they were one of the first departments to utilize ground speed control with computerized salt and sand spreading units. GPS has endless amounts of data that it could provide from tracking where the vehicle is, where and what it spreads, how much fuel is consumed, road temperatures, etc. The foreman, himself, and administrative staff would collect data for a year and use it to develop new procedures and focus on areas where they could save. Councilor Sprague was in favor of the efficiency and Dana being conservative on placing the units on only certain vehicles. Councilor Gallant and Councilor Plourde were also supportive. Councilor Nealley and Councilor Sprague noted that the trucking companies and the Housing Authority were already utilizing the system.

Councilor Gallant moved for the expenditure of \$6,390.65 to provide 15 GPS units on ten salt trucks, three sweepers, and two other units.

Vote: Unanimous.

Councilor Gallant motioned to adjourn.

**Infrastructure Committee
Minutes
December 10, 2013**

ATTENDEES

Councilors:

Benjamin Sprague
Joseph Baldacci
Josh Plourde

Pauline Civiello
Nelson Durgin
Patricia Blanchette

James Gallant
Gibran Graham

Staff:

Dana Wardwell

Art Morgan

Cathy Conlow

Others:

Andrew Barrowman, Bangor Gas

Rodd Lougee, Bangor Gas

Carl Snow, Laurel Circle

Agenda

1. Discussion: Bangor Gas Current Accomplishments and Future Plans

Andrew Barrowman read and outlined from a prepared agenda he provided to the Committee. From 2008 to 2013 Bangor Gas had seen tremendous growth from 500 customers to 4,500, with 50% of the growth coming from Bangor. 69 miles of pipe had been installed, equating to 364,320 feet of distribution line and only 50% of the installed pipe had customers sign up to take service. Plan was in place to market and focus on the remaining 50%. He informed the Committee of the short construction season of April to December and noted that working to get the permitting from the Engineering Department was excellent. He explained for the Committee how they use a model to determine the location where pipes would be installed. He also spoke of the investment Bangor Gas has made in the community by building a two million dollar facility in Bangor. The 2014 plan was to install 48,860 foot of distribution line at a figure of approximately 1.5 million, pending corporate approval, and to be installed in approximately eleven streets serving approximately 600 new customers. Their four year plan was to increase the customer base by 4,500 to 10,000. Rodd Lougee stated three direct mailers and door to door, as well as television and working with contractors for a pro-active approach to acquiring new customers.

Carl Snow, 63 Laurel Circle spoke to the Committee about nearly 90% of residents on Bruce Road, Laurel Circle, and Kenduskeag Avenue who were in favor of gas installation, however, when presenting to Bangor Gas, it failed the plan. He also noted there was a plan for senior housing that was planned to be built for nine million near the corner of Husson Avenue and Kensduskeag, but the owner would not build until there were lines in that location. He expressed concern for citizens who have not yet realized the cost savings of installing natural gas. He requested a copy of the master plan based on the Bangor Gas model of what streets and in what order installations would take place on those streets.

Andrew explained in reference to the intended senior housing that as with the hotel on Sylvan Road they would do an installation even though it was not budgeted, they would get gas to them.

Vote: No Action Necessary

**2. Update: Quarterly Abatement Report
(Memo Provided By WWTP Superintendent Brad Moore Attached)**

Brad provided a spreadsheet and stated that in future updates he would include more explanation as to why there were some denials on the list and provided an overview for new members of the abatement process that was determined by City guidelines.

Vote: No Action Necessary

**3. Discussion: Grease Intercepting Equipment Grant Program
(Memo Provided By WWTP Superintendent Brad Moore Attached)**

Brad provided history for new members. He indicated the older lines in the City were not designed for restaurants and the lines in the downtown area were not adequate for grease collection, it goes right into the system. Committee had asked establishments be provided assistance and upon the collaboration of WWTP, Engineering, Community & Economic Development, as well as Finance a grant program was developed. The maximum amount of assistance would be \$5,000 or 50% to assist, with the establishment contributing a match for the equipment and necessary installs, whichever was greater. They developed an approval process for eligibility requirements. They must provide the City with information and be located within the City. Suggested one of the requirements of a minimum of 50 seats for a restaurant be changed to 100 seats.

Councilor Civiello asked about the cost associated with installing. Cathy Conlow informed the Committee that the establishment must have a match of at least 50%. Councilor Graham asked where the money would be coming from and Brad explained there was a reserve set aside, but that the City now charges a sewer connection, which would be a funding source if funds were available. He also stated there were a finite amount of restaurants that would qualify downtown and expected perhaps two dozen properties.

Vote: No Action Necessary

4. Discussion: Kenduskeag Avenue Traffic Calming

Art Morgan explained in October they reviewed Kenduskeag Avenue traffic calming and found that one of the requirements could not be met for implementing a traffic calming measure at that location. There had not been the required three accidents within the last twelve months. He spoke with Maine Department of Transportation regarding the 85% speed and requested Bangor Police Department conduct a speed study between Linden Street and Harlow Street at peak a.m. event timeframe between 6:45 and 9:15. Results were basically the same as a previous monitoring by Enforcement at that location. Art outlined the following implementation measures:

- Speed bumps/tables, \$12,000 to \$15,000, those would make it difficult remove snow and maintain.
- Speed humps not appropriate with the 25 mph.
- Narrowing the road, already 24 ft., with side parking and already too narrow.
- Bends, Curves, difficult to find the real estate to do so.
- Bump outs, costing \$7,000-\$8,000 to install.
- Island, on a 49.5 ft road not practical.

- Gateways to residential areas, up to \$5,000
- Post warning signs indicating to reduce to the 25 mph.
- Move centerline to create illusion the road is narrower.

The latter two were most likely considerations for this location and presented slides for the Committee to review. The first slide Art showed the Committee was the existing conditions with a smaller 25 mph sign. The second slide was the after picture showing oversized 25 mph signs placed on both sides of the road. The third slide was the existing conditions of the centerline and the fourth slide was the after picture showing what the road would look like once the centerline was moved over three feet, creating the illusion the road was narrower. Approximate cost to the highway budget \$4,000. Engineering and Police Departments would continue to monitor and outreach to the community.

Councilor Plourde noted that Castine had solar powered speed signs and asked if that had been considered and the pricing. Continued questions about types and amount of traffic accidents were discussed. Councilor Graham was concerned for the safety of cyclist with the narrowing and parking along that stretch of road. Councilor Sprague suggested painting bike symbols on the roadway.

Vote: No Action Necessary

Cathy reminded the Committee there would not be a December 24, 2013 meeting.

Meeting adjourned at approximately 6:25 p.m.

**Bangor Water District
Board of Trustees**

**Minutes of the
Regular Monthly Meeting
Nov. 19, 2013**

The regular meeting of the Bangor Water District Board of Trustees was held at 3:45 p.m. in the Hughes Building, 614 State Street. Present were:

Ralph Foss
Laurel Grosjean
Stan Miller
Gerry Palmer
Robert Sypitkowski
Dan Wellington

being more than a quorum of Trustees. (Absent: Trustee Hamilton.) Also in attendance: General Manager Moriarty, District Engineer Pershken, Finance Manager Bailey, Office Manager Marchegiani, and Water Quality Manager Page. The clerk kept the minutes.

Employee Recognition: Taking the agenda out of order, the Board acknowledged Merle Moore for 45 years of service with the District. Moore is the employee with the longest tenure in the District's history.

Minutes: The minutes of the regular October meeting were accepted as presented.

Treasurer's Report: Bailey reported

- Metered sales continued to be down one percent year-to-date compared to budget
- Standpipe antenna rentals are down due to termination of one cell contract
- Health insurance costs remain under budget, but Bailey and Moriarty both cautioned that there may be more deductible filings toward the end of the year.

The Treasurer's Report was accepted as presented.

Progress Report: As presented

Public Comment: None

Old Business:

Engineer's Report: Pershken reported on:

- Silver Road project – the crew installed 700 feet of 16-inch main (replacing 12-inch main with leadite joints). Service lines will be connected to new main in the spring.
- Hermon standpipe maintenance – replacement of cathodic protection system, repairs of the cracking concrete ring wall, and minor coating repairs (\$9,400) by Limerick Steeplejacks
- Inspection of new water projects – requires 48 hours' notice and the District charges \$45 per hour. Goal is to inspect, approve and record each new connection. Contractors have been notified in advance; so far, the process is working well.

Trustee vacancy: Robert Sypitkowski was re-appointed for second term. Richard Fournier and John Lawler were appointed to the Board at October meetings of City Council. The new Trustees will join the Board at its Jan. 21, 2014 meeting.

Workforce planning: Moriarty reported the vacant Collector's position has been redefined and has been advertised, with applications closing on Dec. 13. BWD expects to fill the position by the end of January, and is using temporary help until the end of the year.

New Business:

Lead education research: Page reviewed lead monitoring currently required of the District, noting that lead has never been detected in BWD's system. Elevated lead levels are the result of a customer's internal plumbing; currently fixtures sold in the US can have up to eight percent lead. As another step in the continuing process, BWD tries to compare samples from multiple faucets in a home to determine if the faucet or the internal plumbing is contributing to the lead levels. However, in some cases, one of the faucets would need to be replaced with a certified lead-free faucet to confirm the sampling data. Page recommended reimbursing the homeowner for the faucet replacement, noting only a half-dozen of the sampling sites would qualify for the reimbursement. Board members discussed the proposal at length, and after additional discussion, it was upon motion being made and duly seconded, unanimously

VOTED: to authorize up to \$150 for reimbursement for purchase of a lead-free faucet and up to \$150 for installation of the faucet for existing sampling sites meeting BWD's criteria.

2014 health insurance: Moriarty said premiums would increase four percent next year for all plans offered by Maine Municipal Employees Health Trust, resulting in an increase of \$9500 for BWD and \$2350 for employees. She said the District will continue to offer a FlexCard benefit for employees to fund with pre-tax dollars for eligible medical expenses, as well as a vision care plan that is solely paid for by participating employees. Moriarty added that MMEHT is offering a dental plan that employees can participate in and pay for on an individual basis – like the vision care program – and she recommended adding that option to the coverage. It was upon motion being made and duly seconded, unanimously

VOTED: to offer dental coverage through MMEHT as outlined above.

Reminder: The Board will hold a special meeting on Dec. 19 at 7:30 am – following the regular monthly meeting on Dec. 17 – to finalize the 2014 budget.

2014 chemical bids: Moriarty reviewed the various chemicals purchased for water treatment, on an annual basis. Bid results reflected a slight decrease of about six percent compared to current prices. After consideration, it was upon motion being made and duly seconded, unanimously

VOTED: to award the bid to the lowest bidder on each line item for chemicals.

2014 DigSafe Contract: Moriarty reminded the Board that BWD contracted with CenterLine Utility Locating to complete DigSafe markings during the construction season, a process that would otherwise require one or two people fulltime from the eight-person construction department. Noting that the process had worked extremely well, Moriarty recommended

- Authorizing a nine-month contract with CenterLine for March 1- Nov. 30, 2014 for routine DigSafe requests (\$25 per request up to 1,000 feet)
- Authorizing a 12-month contract for Jan 1- Dec. 31, 2014 for emergency DigSafes requested outside of BWD's business hours (\$37.50 per request)

After a brief discussion, it was upon motion being made and duly seconded, unanimously VOTED: to approve the two contracts as outlined above.

Thomas Hill tour request: Moriarty presented a request from the Bangor Symphony to offer a private tour of the standpipe as an auction item at its fundraiser. Board members reviewed the policy which allows tours that offer "significant community or promotion opportunities which would benefit the District and the City of Bangor." Board members discussed whether the symphony request met the criteria as well as other circumstances under which the criteria would not be met. After discussion, it was upon motion being made and seconded,

VOTED: to allow the tour in conjunction with the regularly scheduled tour in May from 6:00 – 6:30 p.m. for a maximum of six people (Trustees Foss, Grosjean, Miller, Palmer and Wellington in favor, Trustee Sypitkowski opposed).

On a related note, Moriarty reminded the Board of the District's new holiday tour of the standpipe was scheduled for Dec. 11.

2014 emergency contractor services: Moriarty reminded the Board that the District had a contract with Gardner Construction Services to provide emergency assistance should the District have an after-hours situation or multiple situations during the business day. Gardner was low bidder in 2013, and was called upon three times to provide assistance. The contractor has offered to extend the contract for 2014 at the same prices, which does not include any "standby" fee. It was upon motion being made and duly seconded, unanimously

VOTED: to continue the emergency contractor contract for 2014 with Gardner Construction.

Board correspondence: as presented.

Other business: Moriarty reminded the Board of the District's holiday party on Dec. 6. She also noted the Board would be reviewing the revised Personnel Handbook at its December meeting, and the Trustees asked to receive the document as far in advance of meeting as possible.

Hearing no further business to come before the meeting, it was upon motion being made and duly seconded, unanimously
VOTED: to adjourn at 5:53 p.m.

Ralph Foss, clerk

Laurel Grosjean

Stan Miller

Gerry Palmer

Robert Sypitkowski

Dan Wellington

COUNCIL ACTION

Item No. 14-042

Date: December 23, 2013

Item/Subject: Order, Authorizing Execution of Municipal Quitclaim Deed – Real Estate
Located at 44 Pier Street.

Responsible Department: Legal

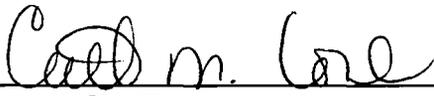
Commentary:

Sewer liens matured on the property of Daniel Saulnier, currently owned by CitiMortgage, Inc. All outstanding charges due the City will be paid by CitiMortgage. There are no outstanding real estate taxes or property issues. Because the liens matured, a municipal quitclaim is required to release the City's interest in the property.

This Order, if approved, will authorize the execution of the deed to CitiMortgage.

Department Head

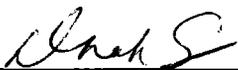
Manager's Comments:



City Manager

Associated Information:

Budget Approval:



Finance Director

Legal Approval:



City Solicitor

Introduced for Consent Agenda

- Passage**
- First Reading**
- Referral**



Assigned to Councilor Gallant

CITY OF BANGOR

**(TITLE.) ORDER, Authorizing Execution of Municipal Quitclaim Deed – Real Estate
Located at 44 Pier Street.**

By the City Council of the City of Bangor:

ORDERED, Deborah A. Cyr, Finance Director, is hereby authorized and directed, on behalf of the City of Bangor, to execute a Municipal Quitclaim Deed to CitiMortgage releasing any interest the City may have by virtue of undischarged sewer liens recorded in the Penobscot County Registry of Deeds in Book 12060, Page 333, Book 12211, Page 217, Book 12397, Page 280 and Book 12675, Page 168. Said deed shall be in a final form approved by the City Solicitor or Assistant City Solicitor.

COUNCIL ACTION

Item No. 14-043

Date: December 23, 2013

Item/Subject: **Order**, Authorizing the City Manager to Accept \$314.00 in U.S. Currency, or a Portion Thereof, as a result of a State Criminal Forfeiture.

Responsible Department: Legal

Commentary: This Order will authorize the acceptance and transfer of \$314.00 in State Criminal forfeiture funds. Members of the Bangor Police Department were instrumental in an arrest leading to the seizure of cash that was subsequently forfeited by the individual who was arrested. As a result, the City is entitled to a portion of the seized funds.

Department Head

Manager's Comments:

Curt M. Loney
City Manager

Associated Information:

Budget Approval:

[Signature]
Finance Director

Legal Approval:

[Signature]
City Solicitor

Introduced for Consent Agenda

- Passage**
- First Reading**
- Referral**



Assigned to Councilor Graham

CITY OF BANGOR

(TITLE.) ORDER, Authorizing the City Manager to Accept \$314.00 in U.S. Currency, or a Portion Thereof, as a result of a State Criminal Forfeiture.

By the City Council of the City of Bangor:

ORDERED, THAT the City Manager is authorized to accept \$314.00 in U.S. currency, or a portion thereof, as a result of a State criminal forfeiture and deposit it in the State Forfeiture Account (60020309050).

ORDERED, THAT the City Clerk is authorized to execute the attached Approval of Transfer.

STATE OF MAINE
Penobscot, ss

SUPERIOR COURT
Criminal Action
Docket No. CR-2013-2640

STATE OF MAINE

v.

VINCE MELLOR,

Defendant

\$314.00 U.S. Currency,

Defendant In Rem

}
}
}
}
}
}
}
}
}

Municipality of Bangor
Approval of Transfer
15 M.R.S.A. §5824(3) &
§5822(4)(A)

NOW COMES the city of Bangor, Maine, by and through its municipal officers, and does hereby grant approval pursuant to 15 M.R.S.A. § 5824(3) & §5826(6) to the transfer of the above captioned Defendant in Rem, namely Three Hundred Fourteen Dollars (\$314.00), or any portion thereof, on the grounds that the Bangor Police Department did make a substantial contribution to the investigation of this or a related criminal case.

WHEREFORE, the city of Bangor, Maine does hereby approve of the transfer of the Defendant in Rem, or any portion thereof, pursuant to 15 M.R.S.A. § 5824(3) & §5826(6) by vote of the Bangor municipal legislative body on or about

Dated: _____

Municipal Officer
Bangor, Maine
(Impress municipal legislative body seal here)

COUNCIL ACTION

Item No. 14-044

Date: December 23, 2013

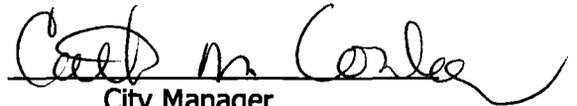
Item/Subject: **Order**, Authorizing the City Manager to Accept \$317.00 in U.S. Currency, or a Portion Thereof, as a result of a State Criminal Forfeiture.

Responsible Department: Legal

Commentary: This Order will authorize the acceptance and transfer of \$317.00 in State Criminal Forfeiture funds. Members of the Bangor Police Department were instrumental in an arrest leading to the seizure of cash that was subsequently forfeited by the individual who was arrested. As a result, the City is entitled to a portion of the seized funds. Staff recommends approval.

Department Head

Manager's Comments:



City Manager

Associated Information:

Budget Approval:



Finance Director

Legal Approval:



City Solicitor

Introduced for Consent Agenda

- Passage**
- First Reading**
- Referral**



Assigned to Councilor Baldacci

CITY OF BANGOR

(TITLE.) ORDER, Authorizing the City Manager to Accept \$317.00 in U.S. Currency, or a Portion Thereof, as a result of a State Criminal Forfeiture.

By the City Council of the City of Bangor:

ORDERED, THAT the City Manager is authorized to accept \$317.00 in U.S. currency, or a portion thereof, as a result of a State criminal forfeiture and deposit it in the State Forfeiture Account (60020309050).

ORDERED, THAT the City Clerk is authorized to execute the attached Approval of Transfer.

STATE OF MAINE
Penobscot, ss

SUPERIOR COURT
Criminal Action
Docket No. CR-2013-2641

STATE OF MAINE }
 }
 v. }
 }
 JAMIE GREEN, }
 Defendant }
 }
 \$317.00 U.S. Currency, }
 Defendant In Rem }

Municipality of Bangor
Approval of Transfer
15 M.R.S.A. §5824(3) &
§5822(4)(A)

NOW COMES the city of Bangor, Maine, by and through its municipal officers, and does hereby grant approval pursuant to 15 M.R.S.A. § 5824(3) & §5826(6) to the transfer of the above captioned Defendant in Rem, namely Three Hundred Seventeen Dollars (\$317.00), or any portion thereof, on the grounds that the Bangor Police Department did make a substantial contribution to the investigation of this or a related criminal case.

WHEREFORE, the city of Bangor, Maine does hereby approve of the transfer of the Defendant in Rem, or any portion thereof, pursuant to 15 M.R.S.A. § 5824(3) & §5826(6) by vote of the Bangor municipal legislative body on or about

Dated: _____

Municipal Officer
Bangor, Maine
(Impress municipal legislative body seal here)

COUNCIL ACTION

Item No. 14-045

Date: December 23, 2013

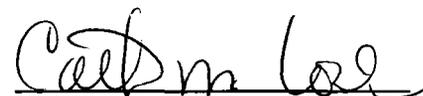
Item/Subject: ORDER, Authorizing the City Manager to Execute a Sub Recipient Agreement with Mayo Regional Hospital as the Fiscal Agent for the Piscataquis Public Health Council

Responsible Department: Health and Community Services

Commentary: This Order will authorize the City Manager to execute a sub recipient agreement in the amount of \$166,667 with Mayo Regional Hospital, the fiscal agent for the Piscataquis Public Health Council (PPHC). Under the terms of this agreement, Bangor is the lead agency and will contract with Mayo Regional Hospital to act as fiscal agent for Healthy Maine Partnership in Piscataquis Public Health Council. This item was reviewed and recommended for approval by the Government Operations Committee on December 16, 2013.

Department Head

Manager's Comments:



City Manager

Associated Information: Order

Budget Approval:



Finance Director

Legal Approval:



City Solicitor

Introduced for
 Passage
 First Reading
 Referral

Page __ of __

Assigned to Councilor Blanchette



CITY OF BANGOR

(TITLE.) Order, Authorizing the City Manager to Execute a Sub Recipient Agreement with Mayo Regional Hospital as the Fiscal Agent for the Piscataquis Public Health Council

BY THE CITY COUNCIL OF THE CITY OF BANGOR:

BE IT ORDERED, that the City Manager is hereby authorized to enter into a sub-recipient agreement with Mayo Regional Hospital as the fiscal agent for the Piscataquis Public Health Council, a copy of which is attached.

Sub-Recipient Agreement

**Between the City of Bangor, fiscal agent for the Penquis Public Health District and
Piscataquis Public Health Council, a supporting Healthy Maine Partnership**

THIS AGREEMENT is by and between the City of Bangor, Maine, hereinafter called CITY, and Mayo Regional Hospital, hereinafter referred to as 'PPHC Fiscal Agent' acting as fiscal agent for the **Piscataquis Public Health Council**, hereinafter called 'PPHC', a local Healthy Maine Partnership; unless terminated in writing this contract will automatically renew at the beginning of each month for the period of January 1, 2014 to June 30, 2014. This contract is non-transferable by the PPHC fiscal agent without express permission from the Maine Center for Disease Control and Prevention's Division of Population Health Sr. Program Manager for Community Interventions. Hereinafter called the 'HMP Sr. Program Manager'.

In consideration of the payments and agreements hereinafter mentioned, to be made and performed by CITY, PPHC Fiscal Agent hereby agrees with CITY to furnish all qualified personnel, facilities, materials and services and in consultation with CITY, to perform the services, study or projects under the terms of this Agreement (see attached State of Maine Rider A for full sub-contractor requirements listed below).

SPECIFICATIONS OF WORK TO BE PERFORMED

I. AGREEMENT FUNDING SUMMARY

Funds are provided under this Agreement for the provision of services detailed in Section III, Service Specifications/Performance Guidelines, of this Agreement. The sources of funds and compliance requirements of this Agreement follow:

A. Dedicated/Special Revenue (Fund for Healthy Maine): \$140,000

B. Federal Funds: OSA funds of \$26,667

Use of funds shall be in accordance with restrictions contained in the appropriate CFDA; with Federal OMB Circulars A-21, A-87, A-102, A-110, A-122, and A-133, as applicable; with CMR 10-144, Chapter 30, as applicable; with CMR 10-144; Chapter 30, as applicable; and with the terms of this Agreement.

CFDA #93.595; Award Name: Substance Abuse Prevention and Treatment Block Grant; Award #3B08T1010025-1151; Awarding Agency: Substance Abuse and Mental Health Services Administration.

I. Service Description

Under this Agreement, funds are provided to implement directly, and through subcontract, health promotion, education, and prevention services as described by the Revised Programming Matrix requirements and outlined in guidance issued by the Maine Center for Disease Control and Prevention (Maine CDC). These services will be delivered through community coalition based structures to address tobacco, substance abuse, physical activity, and nutrition in Maine's communities and schools. It is

expected that providers will implement a coordinated approach to services, assuring the most efficient and effective implementation of programming.

Maine CDC is providing funds for the implementation of strategies in support of the public health infrastructure, and also in support of population based health status improvement outcomes. Combined, the objectives and strategies of the HMP programming matrix focus on Essential Public Health Services 1, 3, 4, & 5, and call for program specific outcomes in tobacco prevention, physical activity, and nutrition. Substance Abuse and Mental Health Services (SAMHS), formerly the Office of Substance Abuse Services, is providing funds to address underage drinking and high-risk alcohol use.

Required reporting:

a. Financial Reports

Report Period:	Date Due:
July 1, 2013 – September 30, 2013	November 15, 2013
October 1, 2013 – December 31, 2013	February 15, 2014
January 1, 2014 – March 31, 2014	May, 15, 2014
April 1, 2014 – June 30, 2014	August 15, 2014

b. Other Performance Reports – Monitoring and Progress reporting in the KIT monitoring system

Report Period:	Date Due:
July 1, 2013 – September 30, 2013	November 15, 2013
October 1, 2013 – December 31, 2013	February 15, 2014
January 1, 2014 – March 31, 2014	May, 15, 2014
April 1, 2014 – June 30, 2014	August 15, 2014

c. Others, such as survey, QI plan...

Deliverable	Due Date
Section I Proposed Collaborative Process	July 1
Section I Final Approved Collaborative Process	July 15
Section I Approved District Workplan	August 30
Section I Revised/Refreshed Community Health Improvement Plan	August 30

Section II – VI Approved Workplan	August 15
HMP Subcontracts with Lead HMP in place	July 1

1. Governance

PPHC is required to maintain an HMP Governance or Advisory Board that is representative of its local service area, includes at least two individuals representing populations with health disparities¹, and identifies an Advocacy Committee and a Board Development Committee. It is Maine CDC’s intention that this Board is distinct from paid staff, and that this Board oversees and directs the strategic direction of the HMP and the implementation of the HMP’s work plan.

The relationship between the PPHC and their fiscal agent (identified as a Lead Agency in the 2010 RFP) is defined by the relevant sections of the 2010 RFP. Failure of the fiscal agent to adhere to these standards may be considered cause for termination of the HMP contract and identification of a new fiscal agent. This requirement applies equally to the fiscal agent of both Lead HMPs and Support HMPs. Wherever possible, the fiscal agent should participate in the work of the HMP, and hold membership on the District Coordinating Council (DCC).

2. Staffing

PPHC is required to maintain staffing levels sufficient to perform the work of their workplan. PPHC must identify a partnership director that can serve as point of contact for Maine CDC personnel, answer to the Governance or Advisory Board, and provide overall leadership to the coalition for implementation of the workplan.

3. Criteria and Deliverables for all HMP Funded Work

Funds will be used to strengthen coalitions in order that they may continue to assess local public health needs and develop local and district health plans which align with the State Health Improvement Plan (2013 – 2015). A focus on eliminating health disparities in the district and including the representation of vulnerable populations in this coalition work is a requirement of all HMPs.

Each HMP, whether Lead or Supporting, must serve all towns within its local service area through direct work or subcontract. All HMPs are expected to secure the participation of a wide variety of local collaborators in meeting the deliverables described below and to make efficient use of available resources through engaging and making use of existing public health resources and organizations. HMPs may sub-contract some of the required work. All HMPs must plan for, provide, and ensure the development of the knowledge and skill sets necessary for accomplishment of the work by internal staff and core partners.

All HMPs, regardless whether directly contracting with Maine CDC, or subcontracted through a Lead HMP, must complete all expected data entry into the KIT monitoring system and report on

milestones on a quarterly basis. Along with KIT data reporting to the Maine CDC, the Supporting HMPs will have the obligation to report to the Lead HMP as required by their subcontract.

4. Infrastructure and Capacity

The district liaison has final approval of all workplans developed to fulfill the criteria of Section I.

1. Annually, PPHC must revisit and refresh the developed Community Health Improvement Plan. This will be evidenced by the HMP having an approved updated or revised evaluation plan for the HMP's Community Health Improvement Plan by August 15, 2013.
2. HMPs must attend scheduled meetings of the District Coordinating Council and participate in DCC activities.

5. Program Specific:

The program specific work of both Lead (CITY) and Supporting (PPHC) HMPs is to address tobacco, substance abuse, physical inactivity, and poor nutrition, through implementation of strategies identified in the Revised Programming Matrix. These strategies work to enact policy and environmental change in order to make Maine's communities healthier places to live, learn, work, and play.

The following requisites apply to both Lead and Supporting HMPs:

1. All HMPs will develop an approved workplan that meets the requirements specified in the Revised Programming Matrix, with agreed upon target goals and details of implementation as demonstrated through the creation of approved milestones. An approved workplan is due to Maine CDC and SAMHS by August 15, 2013.
2. HMPs must achieve the milestones approved for the workplan within the time frames they have identified. If an HMP determines they are unable to complete a milestone within the identified time frame, they must notify the project officer of this situation and develop a plan of correction to be approved by the District Support Team. Consistent failure to complete milestones within the agreed upon timeframes or failure to follow through on a plan of correction, may be considered just cause for dissolution of, or non-renewal of the contract.
3. At the beginning of each new contract year, HMPs must identify and initiate work with an additional school SAU for Section 6 objectives in the Revised Programming Matrix. If current work with SAU(s) has not yet resulted in the acceptance of policies as described in the objectives of Section 6, this current work must also continue.
4. Wherever possible Maine CDC funded work should be coordinated with SAMHS funded work.
5. All HMPs are expected to participate in statewide communication campaigns and other initiatives developed by the state partners of the HMP.
6. All HMPs should encourage participation by schools in the Maine Integrated Youth Health Survey.

7. All HMPs must work with Maine CDC and SAMHS evaluators to complete evaluation activities that apply to this funded work. This will include supplying requested information, and participating in evaluation activities such as site visits, program documentation, participation in surveys, and telephone interviews.
8. All HMPs should work to enhance public awareness of the HMP initiative through the use of appropriate state logo and credits on publications/brochures/marketing materials in accordance with Maine CDC requirements. The use of local HMP logos to complement state level branding materials is encouraged.
9. All HMPs must obtain approval in advance from Maine CDC's HMP Sr. Program Manager to use HMP contract funding as match for any purpose.
10. All HMPs must provide notification to the Maine CDC and SAMHS regarding any changes in key staff.
11. HMPs must assure the participation of at least one representative of the HMP at state or regional DHHS-sponsored meetings, events, and trainings in order to assure appropriate levels of knowledge and information at the local level. Maine CDC plans to hold one (1) annual meeting and (1) regional event or meeting during the year. There will be (1) one required meeting for key substance abuse staff at the annual SAMHS Prevention Provider Day.

6. Deliverables and requirements for SAMHS Funding:

Funds appropriated by the Office of Substance Abuse and Mental Health Services (\$80,000 per public health district) are to be equally distributed by the Lead Healthy Maine Partnership to each of the HMPs within the district. The HMP workplans that include SAMHS milestones, objectives, and strategies that have been reviewed and approved by SAMHS will continue to be the expected deliverables for the SAMHS funds.

7. Contract Transfer

This contract is non-transferable by PPHC Fiscal Agent without the express permission by Maine CDC's HMP Sr. Program Manager. In the event that PPHC determines the necessity of identifying a new fiscal agent, PPHC must identify the new fiscal agent through participation in a fair and transparent process that meets the approval of both the Maine CDC and the CITY. The new fiscal agent must meet the approval of both the CITY and the HMP Sr. Program Manager prior to the implementation of a contract.

II. Agreements AND PAYMENTS

AMOUNT: \$166,667.00 (\$140,000 HMP and \$26,667)

INVOICES AND PAYMENT

CITY will pay PPHC through the PPHC Fiscal Agent as follows: CITY shall pay PPHC twelve monthly payments; the total amount of the payments will not exceed the Agreement amount.

PPHC Fiscal Agent will submit a monthly HMP invoice to CITY for the amount of \$11,666.67 per month, and a monthly OSA invoice to CITY for the amount of \$2,222.25. A detailed budget report and accompanying expense documentation must be kept on file in support of each monthly invoice and be available to both the State of Maine and CITY for auditing purposes if requested.

Payments may be adjusted by CITY on a quarterly basis if the State of Maine determines an under expenditure of budgeted funds as reported on the quarterly financial reports.

III. INDEPENDENT CAPACITY

In the performance of this Agreement, the parties hereto agree that any agents and employees of PPHC, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State or employees of CITY.

IV. SUB-AGREEMENTS

Unless provided for this Agreement in approved budget, no arrangement shall be made by PPHC or PPHC Fiscal Agent with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between PPHC and its employees assigned for services thereunder.

V. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, PPHC Fiscal Agent agrees as follows:

- a. PPHC Fiscal Agent shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. PPHC Fiscal Agent shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. PPHC Fiscal Agent agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.
- b. PPHC Fiscal Agent shall, in all solicitations or advertising for employees placed by or on behalf of PPHC relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
- c. PPHC Fiscal Agent shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of PPHC ' Fiscal

Agent 's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- d. PPHC Fiscal Agent shall inform the DHHS Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
- e. PPHC Fiscal Agent shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
- f. Providers and sub-contractors with Agreements in excess of \$50,000 shall also pursue in good faith affirmative action programs.
- g. PPHC Fiscal Agent shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

VI. EMPLOYMENT AND PERSONNEL

PPHC Fiscal Agent shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 M.R.S.A. § 18 or 17 M.R. S.A. § 3104. PPHC Fiscal Agent shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, PPHC Fiscal Agent shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without written consent of the State Purchases Review Committee. PPHC Fiscal Agent shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

VII. STATE EMPLOYEES NOT TO BENEFIT

No individual employed by the State at the time of this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise there from directly or indirectly that would constitute a violation of 5 M.R. S. A. § 18 or 17 M.R.S.A. § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise there from directly or indirectly due to his employment by or financial interest in PPHC Fiscal Agent or any affiliate of PPHC, without written consent of the State Purchases Review Committee. PPHC Fiscal Agent shall cause the foregoing provisions to be inserted in any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

VIII. LOBBYING

No Federal or State appropriated funds shall be expended by PPHC Fiscal Agent for influencing or attempting to influence, as prohibited by state or federal law, an officer or employee of any Federal or State agency, a member of Congress or a State Legislature, or an officer or employee of Congress or a State Legislature in connection with any of the following covered actions: the awarding of any agreement, the making of any grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any agreement, grant, or cooperative agreement. The signing of this Agreement fulfills the requirement that providers receiving over \$100,000 in Federal or State funds file with the State of Maine with respect to this provision.

If any other funds have been or will be paid to any person in connection with any of the covered actions specified in this provision, PPHC shall complete and submit a "Disclosure of Lobbying Activities" form available at: <http://www.whitehouse.gov/omb/grants/#forms>.

IX. DRUG-FREE WORKPLACE

By signing this agreement, PPHC Fiscal Agent certifies that it shall provide a drug-free workplace by: publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in PPHC's workplace and specifying the actions that will be taken against employees for violation of such prohibition; establishing a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, PPHC Fiscal Agent's policy of maintaining a drug-free workplace, available drug counseling and rehabilitation programs, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace; providing a copy of the drug-free workplace statement to each employee to be engaged in the performance of this agreement; notifying the employees that as a condition of employment under the agreement the employee will abide by the terms of the statement and notify the employer of any criminal drug conviction for a violation occurring in the workplace no later than five days after such conviction.

The PPHC Fiscal Agent shall notify the state agency within ten days after receiving notice of criminal drug convictions occurring in the workplace from an employee, or otherwise receiving actual notice of such conviction, and will take one of the following actions within 30 days of receiving such notice with respect to any employee who is so convicted: take appropriate personnel action against the employee, up to and including termination, or requiring the employee to participate satisfactorily in a drug abuse

assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

X. DEBARMENT AND SUSPENSION

By signing this agreement, PPHC Fiscal Agent certifies to the best of its knowledge and belief that it and all persons associated with the agreement, including persons or corporations who have critical influence on or control over the agreement, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

PPHC Fiscal Agent further agrees that the Debarment and Suspension Provision shall be included, without modification, in all sub-agreements.

XI. ENVIRONMENT TOBACCO SMOKE

By signing this agreement, PPHC Fiscal Agent certifies that it shall comply with the Pro-Children Act of 1994, P.L. 103-227, Part C, which requires that smoking not be permitted in any portion of any indoor facility owned, leased, or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments by Federal grant, Agreement, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or MaineCare funds, and portions of facilities used for inpatient drug or alcohol treatment.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

Also, the provider of foster care services agrees that it will comply with Resolve 2003, c. 134, which prohibits smoking in the homes and vehicles operated by foster parents.

XII. ACCESS TO PUBLIC RECORDS

As a condition of accepting an Agreement for services under this section, PPHC Fiscal Agent must agree to treat all records, other than proprietary information, relating to personal services work performed under the Agreement as public records under the freedom of access laws to the same extent as if the work were performed directly by the department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of PPHC and would make

available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Agreement and information concerning employees and Agreement oversight and accountability procedures and systems are not proprietary information. PPHC Fiscal Agent shall maintain all books, documents, payrolls, papers, accounting records, and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAPP) rules. PPHC Fiscal Agent shall allow inspection of pertinent documents by the State of Maine DHHS or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to Agreements, Agreement extensions and Agreement amendments executed on or after October 1, 2009.

XIII. TERMINATION

Either party may terminate any part of this contract with 30 days written notice, or by mutual agreement. The Agreement may be terminated by CITY in whole, or in part, if the State of Maine DHHS Agreement Administrator determines such termination is in the best interest of the State of Maine. CITY will be notified by the State of Maine of any such termination by a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.

XVII. Additional Terms

1. It is understood and agreed between the parties hereto that PPHC Fiscal Agent shall render these services independently and shall be regarded for all legal and tax purposes as an independent contractor and not as a CITY employee. PPHC Fiscal Agent further agrees to be responsible for and indemnify CITY against any claims of liability for worker's compensation claims, social security taxes, withholding taxes and unemployment taxes arising out of this Agreement or these services. As an independent PPHC Fiscal Agent is not entitled to health, disability, retirement or other employee benefits provided by CITY to its employees. As an independent contractor, PPHC Fiscal Agent and Employees are not subject to the direct supervision and control of CITY, whose sole interest is to ensure that services provided by PPHC are competent and in accordance with this Agreement. It is further understood and agreed between the parties hereto that this Agreement shall not create or constitute either a partnership or a joint venture. CITY shall file an appropriate Form 1099 with respect to any compensation paid to PPHC Fiscal Agent hereunder. PPHC Fiscal Agent is responsible to submit a W-9 form by (July 31, 2012)
2. This contract is contingent on CITY receiving Healthy Maine Partnership funding from the Maine CDC.

3. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine.
4. This contract has an effective date of January 1, 2014.
5. The contract will end June 30, 2014.

XIV. ENTIRE AGREEMENT

This document and the attached DHHS Rider A contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein.

CITY and PPHC Fiscal Agent, by their representatives duly authorized, agree to the terms outlined in this Agreement.

City of Bangor

By: _____

Date: _____

Catherine M. Conlow, City Manager

Mayo Regional Hospital as Fiscal Agent for Piscataquis Public Health Council

By: _____

Date: _____

David McDermott, Interim CEO

COUNCIL ACTION

Item No. 14-046

Date: December 23, 2013

Item/Subject: Order, Authorizing Execution of an Easement to C.M.I., Inc. – Hogan Road Extension

Responsible Department: Legal

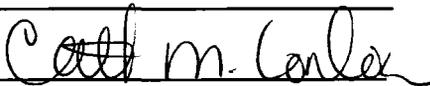
Commentary:

This Order will authorize the City Manager to execute an easement between the City of Bangor and C.M.I., Inc. to allow C.M.I. to construct a drive-thru on the end of its building in Cross Roads Plaza nearest to Hogan Road Extension.

The Code of the City of Bangor requires a forty foot setback for the drive-thru from the City's right-of-way. The right-of-way limit is approximately twenty-five feet from the proposed drive-thru. C.M.I., Inc. has requested an easement from the City for the limited purpose of allowing the drive-thru to be constructed within the setback limits. Allowing for this will not create any burden for the City nor safety issues for pedestrians or traffic. This item was reviewed and recommended for approval by the BED at its December 17, 2013 meeting.

Department Head

Manager's Comments:



City Manager

Associated Information:

Budget Approval:

Finance Director

Legal Approval:



City Solicitor

Introduced for
 Passage
 First Reading
 Referral

Page __ of __

Assigned to Councilor Nealley



CITY OF BANGOR

(TITLE.) ORDER, Authorizing Execution of an Easement to C.M.I., Inc. – Hogan Road Extension

WHEREAS, C.M.I., Inc. is the owner of the Cross Roads Plaza located on Hogan Road Extension; and

WHEREAS, C.M.I., Inc. wishes to improve its building in Cross Roads Plaza to provide for a drive thru at that portion of the building nearest the Hogan Road Extension; and

WHEREAS, the Code of the City of Bangor requires a forty foot setback for the drive-thru from the City's right-of-way; and

WHEREAS, the right-of-way limit is approximately twenty-five feet from the paved portion of Cross Roads Plaza; and

WHEREAS, C.M.I., Inc. has requested an easement from the City for the limited purpose of allowing the drive-thru feet within the setback limits; and

WHEREAS, allowing for the drive-thru being within the setback limits as requested will not create any burden for the City nor safety issues for pedestrians or traffic.

By the City Council of the City of Bangor:

ORDERED,

THAT the City Manager is hereby authorized on behalf of the City of Bangor to execute an easement between the City of Bangor and C.M.I., Inc. to provide for a drive-thru on the existing building in Cross Roads Plaza within the setback limits of Hogan Road Extension, and for no other purpose. Said easement shall be in a final form as approved by the City Solicitor or Assistant City Solicitor.

COUNCIL ACTION

Item No. 14-047

Date: December 23, 2013

Item/Subject: Order, Authorizing the Airport to submit a Passenger Facility Charge (PFC) application to the Federal Aviation Administration (FAA).

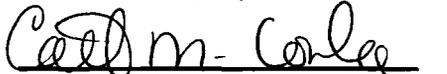
Responsible Department: Airport

Commentary: This Order will authorize the Airport to apply for a PFC application for up to \$3.0 million to provide funding for renovations and improvements for the domestic terminal upgrade project. A Passenger Facility Charge (PFC) is a fee paid by passengers that is used to make improvements to the Airport's infrastructure. The fee is \$4.50 per passenger and is collected by the Airlines when a ticket is purchased. The fee is then remitted to the Airport. This request will consist of constructing an enclosed baggage make-up area for the airlines, purchasing and installing a new generator capable of operating the full domestic terminal, installing new glass windows and façade on the front of the terminal, and new signage and wayfinding.

Tony Caruso
Department Head

Manager's Comments:

This item was reviewed and recommended for approval by the Airport Committee on 12/10/2013.


City Manager

Associated Information:

Budget Approval:


Finance Director

Legal Approval:


City Solicitor

Introduced for
 Passage
 First Reading
 Referral



Assigned to Councilor Durgin

CITY OF BANGOR

(TITLE.) ORDER, Authorizing the Airport to submit a Passenger Facility Charge (PFC) application to the Federal Aviation Administration (FAA).

WHEREAS, The City of Bangor owns and operates the Bangor International Airport; and

WHEREAS, The Airport can submit a Passenger Facility Charge (PFC) Application of up to \$3.0 million to the FAA to fund eligible infrastructure projects at the Airport; and

WHEREAS, A Passenger Facility Charge (PFC) is a fee paid by passengers that is used to make improvements to the Airport's infrastructure; and

WHEREAS, The application will provide a mechanism to fund terminal improvements, which include an enclosed baggage make-up area for the airlines, purchase and installation of a new generator, domestic terminal façade improvements and new signage and wayfinding.

NOW, THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF BANGOR, That

The Airport is authorized to submit a Passenger Facility Charge Application to the Federal Aviation Administration for up to \$3.0 million to provide funding for upgrades and terminal building improvements at Bangor International Airport.

COUNCIL ACTION

Item No. 14-048

Date: December 23, 2013

Item/Subject: **ORDER**, Authorizing Acceptance of Two Pipeline Easements at Bangor International Airport

Responsible Department: Legal

Commentary: This Order will authorize acceptance of two easements at the Bangor International Airport from the Maine Air National Guard. These easements were for spurs to the Searsport-Loring pipeline that are no longer in use as well portions of which have been removed. The Air National Guard no longer has any need for the easements, and the underlying land is owned by the City of Bangor. Staff recommends approval. This was recommended for approval by the Government Operations Committee on 12-16-13.

Department Head

Manager's Comments:

City Manager

Associated Information: Map of pipeline easements

Budget Approval:

Finance Director

Legal Approval:


City Solicitor

Introduced for

- Passage**
- First Reading**
- Referral**



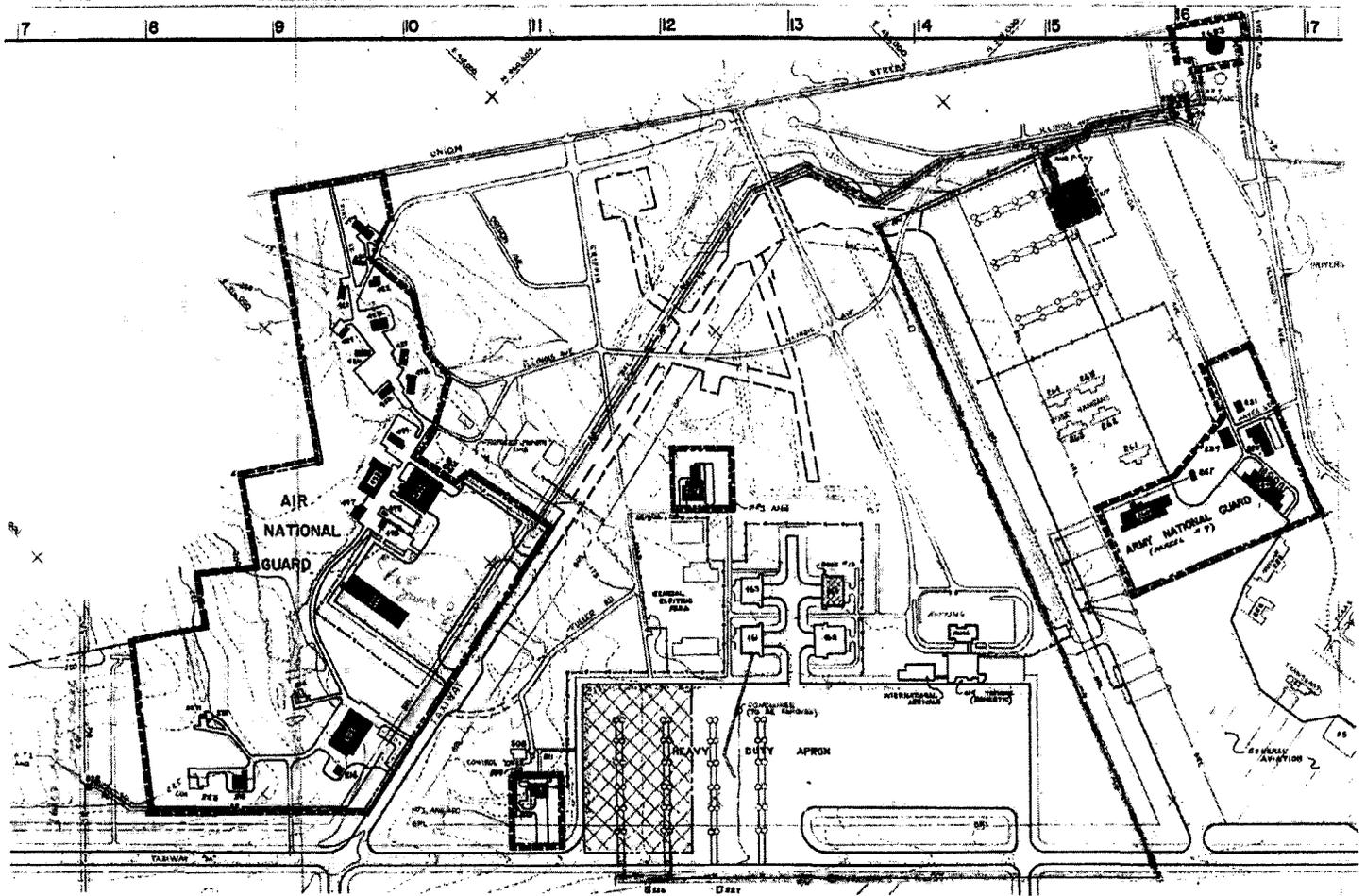
Assigned to Councilor Civiello

CITY OF BANGOR

ORDER, Authorizing Acceptance of Two Pipeline Easements at Bangor International Airport

BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF BANGOR, THAT

The City Manager is hereby authorized to accept the interests in two United States Government easements for pipelines no longer in use at the Bangor International Airport from the Maine Air National Guard. Said documents shall be in final form as approved by the City Solicitor or Assistant City Solicitor.



COUNCIL ACTION

Item No. 14-049

Date: December 23, 2013

Item/Subject: **ORDER**, Authorizing Acceptance of Three Ceilometer Easements and a 0.01 Acre Parcel at Bangor International Airport

Responsible Department: Legal

Commentary: This Order will authorize acceptance of three easements and a 0.01 acre parcel of land at the Bangor International Airport from the Maine Air National Guard. The easements were granted to the National Guard prior to the City ownership and control of the airport. The purpose of the easements were for the placement of equipment, pipes and a ceilometer, a device used to measure the cloud base above the airport, on property located on the northern end of the runway that is no longer in use. The Air National Guard no longer has the equipment and ceilometer in that location and therefore, would like to vacate the easements. As the City is the owner of surrounding and underlying property, staff recommends approval. This was recommended for approval by the Government Operations Committee on 12-16-13.

Department Head

Manager's Comments:

Cath M. Love
City Manager

Associated Information: Map of ceilometer site

Budget Approval:

Finance Director

Legal Approval:

[Signature]
City Solicitor

Introduced for

- Passage**
- First Reading**
- Referral**



Assigned to Councilor Nealley

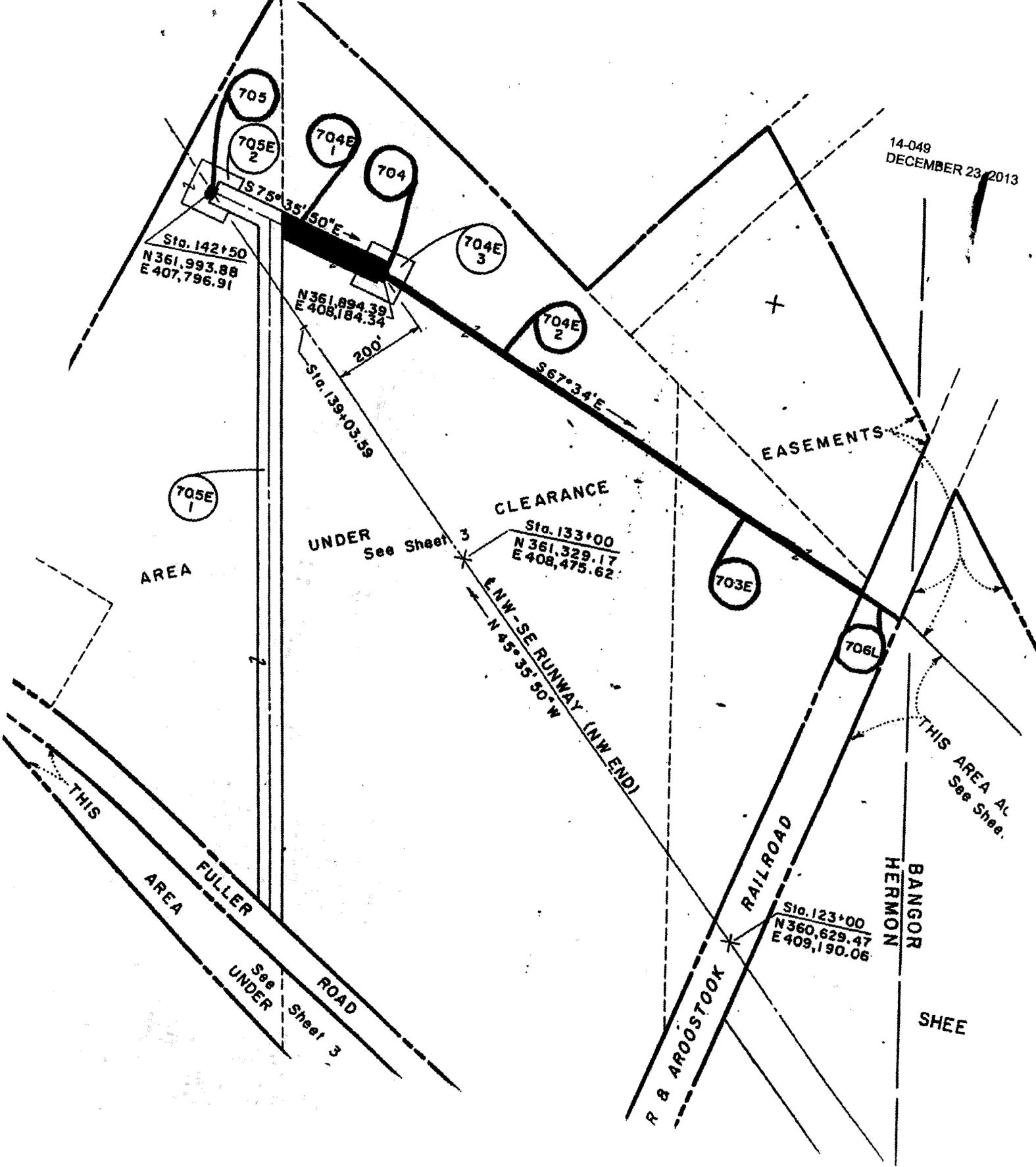
CITY OF BANGOR

ORDER, Authorizing Acceptance of Three Ceilometer Easements and a 0.01 Acre Parcel at Bangor International Airport

BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF BANGOR, THAT

The City Manager is hereby authorized to accept the interests in three easements and a 0.01 acre parcel of land owned by the United States Government for a ceilometer site no longer in use at the Bangor International Airport from the Maine Air National Guard. Said documents shall be in final form as approved by the City Solicitor or Assistant City Solicitor.

14-049
DECEMBER 23, 2013



Sta. 142+50
N 361,993.88
E 407,796.91

N 361,894.39
E 408,184.34

CLEARANCE
UNDER See Sheet 3
Sta. 133+00
N 361,329.17
E 408,475.62

EASEMENTS

AREA

FULLER ROAD
See Sheet 3
UNDER

RAILROAD

R & AROOSTOOK

Sta. 123+00
N 360,629.47
E 409,190.06

BANGOR
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704E 1

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704E 3

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706L

COUNCIL ACTION

Item No. 14-050

Date: 12-23-13

Item/Subject: Order, Authorizing the City Manager to Execute a Renewal Agreement with the University of Maine for the Community Connector Fare Free Program

Responsible Department: Executive/BAT Community Connector

Commentary: This Order will authorize the City Manager to execute a renewal agreement with the University of Maine to continue the Fare Free transit program. The University and the Community Connector have had a long-standing arrangement whereby the University pays a fixed sum for student, faculty and staff rides on the Community Connector. The renewal agreement will increase the fee from \$18,500 to \$25,500 for FY 2015. This has been a beneficial arrangement for both parties, and similar arrangements exist with Eastern Maine Community College and Husson University. This agreement has been reviewed and recommended for approval by the Government Operations Committee at it December 13, 2013 meeting.

Department Head

Manager's Comments:

Recommend approval.



City Manager

Associated Information:

Budget Approval:



Finance Director

Legal Approval:



City Solicitor

Introduced for

- Passage (CONSENT)**
- First Reading**
- Referral**

Page __ of __

Assigned to Councilor - PLOURDE



CITY OF BANGOR

(TITLE.) Order, Authorizing the City Manager to Execute a Renewal Agreement with the University of Maine for the Community Connector Fare Free Program

BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF BANGOR that:

The City Manager is authorized to execute a Renewal Agreement with the University of Maine concerning the terms, conditions and payment schedule for the University's Free Fare Program with the Community Connector Transit System, a copy of which is attached.

**Memorandum of Understanding between the
City of Bangor (Community Connector) and the University of Maine.**

FY15

Program: Fare-Free Service for students and staff

1. The City of Bangor (Community Connector) will provide "fare-free" rides to any student, or staff member of the University of Maine upon presentation of a valid Maine Card, on all routes operated by Community Connector.
2. The University of Maine will pay \$25,500.00 annually for this service. This sum of money will be considered fare revenue for calculating the level of local subsidy of the bus routes. Of the \$25,500, \$17,000 will be allocated to the VOOT route; this route serves the University directly. The remaining \$8,500 will be allocated to the other routes in the system to extend the fare free program to the rest of the system.
3. The Community Connector will invoice the University of Maine in July, September, and March for three payments of \$8,500, \$8,500 & \$8,500. Totaling \$25,500. Payment will be due upon receipt of the invoice, checks will be made payable to :

Community Connector
481 Maine Ave
Bangor, Maine 04401
4. The City of Bangor (Community Connector) will record the number of rides provided by this program through the project duration.
5. The program will be reviewed again in March 2015
6. The University of Maine will promote the use of the service and provide the Community Connector will current Maine Cards that are allowed for this service.
7. The program may be terminated / suspended by either party with 30 days written notice.

Janet Waldron
Date
Senior V.P., Administration & Finance
University of Maine

Catherine M. Conlow
Date
City Manager
City of Bangor



**REFERRALS TO COMMITTEES
& FIRST READINGS**



Assigned to Councilor Durgin

CITY OF BANGOR

(TITLE.) Ordinance , Amending Land Development Code – Contract Zone Change – Gilman Road from a Rural Residence and Agricultural District to a Contract Shopping and Personal Service District.

Be it ordained by the City Council of the City of Bangor, as follows:

THAT the zoning boundary lines as established by the Zoning Map of the City of Bangor dated October 28, 1991, as amended, be hereby further amended as follows:

By changing two parcels of land located on Gilman Road (Tax Map No. 55, Parcel Nos. 4-A and 4-B) from a Rural Residence and Agricultural District to a Contract Shopping and Personal Service District. Said parcels of land containing approximately 3.7 acres and being more particularly indicated on the map attached hereto and made a part hereof.

PROVIDED, HOWEVER THAT, in addition to the mandatory conditions imposed by Chapter 165-7 of the Ordinances of the City of Bangor, said change of zone is granted subject to the following conditions:

1. The use and/or operation of the subject premises shall be subject to the following limitations and/or restrictions:
 - A. Prior to site plan review and development of the subject properties, those properties shall be served by both public water and sewer.
 - B. Unless and until amended by the City Council by Council Order, there shall be no "left out" turning movement from the subject properties from Gilman Road onto Stillwater Avenue associated with the properties.
2. Execution by those parties with an interest in the affected property of an agreement providing for the implementation and enforcement of all the terms and conditions set forth above and the recording of said executed agreement in the Penobscot County Registry of Deeds by the property owner, a copy of said agreement being on file in the office of the City Clerk and incorporated herein by reference. In the event that said agreement is not so executed within ninety (90) days from the date of passage hereof, this Ordinance shall become null and void.

TO: THE CITY COUNCIL AND
THE PLANNING BOARD OF BANGOR, MAINE:

DATE: October 17, 2013

- 1. I(WE) Cross Realty, LLC
- 2. of P.O. Box 1388, 74 Gilman Rd, Bangor, ME 04401
Address City or Post Office

hereby petition to amend the Land Development Code of the City of Bangor, Maine by reclassifying from Rural Residence & Agricultural district to the Shopping & Personal Services (CONTRACT) district for the property outlined in red on the maps attached hereto, which are part of this application, and described as follows: [*See also Contract Conditions attached*]

- 3. ADDRESS OF PROPERTY (if any) Gilman Road Bangor, ME 04401
Total Area (acres or square feet) 3.70
- 4. PROPERTY LOCATION (General location): Gilman Rd. Across from Cross Insurance Offices at 74 Gilman Road
- 5. LEGAL DESCRIPTION OF PROPERTY - Assessors Map No. 55 Parcel 4-A & 4-B
- 6. EXISTING USE: (Former) Residential
- 7. PROPOSED USE: Commercial Office
- 8. NAME AND ADDRESS OF OWNER OF RECORD:
Name Cross Realty, LLC
Address P.O. Box 1388, 74 Gilman Rd, Bangor, ME 04401
- 9. NAME AND ADDRESS OF CONTRACT OWNER (if such): N/A
- 10. SIGNATURE OF OWNER OR CONTRACT OWNER: N/A
- 11. REPRESENTATIVE OF APPLICANT (if applicable):
Name P. Andrew Hamilton, Esq.
Address P.O. Box 1210, 80 Exchange Street, Bangor, ME 04402-1210
- 12. ATTACH ANY CONDITIONS PROPOSED FOR A CONTRACT ZONE REQUEST.

RETURN FORM & DUPLICATE TO PLANNING DIVISION, CITY HALL, BANGOR, ME.

<u>Application fee</u>	<u>Processing</u>	<u>Advertising</u>	<u>Total</u>
Zone Change (1/2 acre or less)	\$575.00	\$410.00*	\$ 985.00
Zone Change (in excess of 1/2 acre)	\$920.00	\$410.00*	\$1,330.00
Contract Zone Change - 5 conditions or less	\$1,377.00	\$509.00*	\$1,886.00
More than 5 conditions or 50 words	\$1,900.00	\$509.00**	\$To be determined

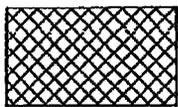
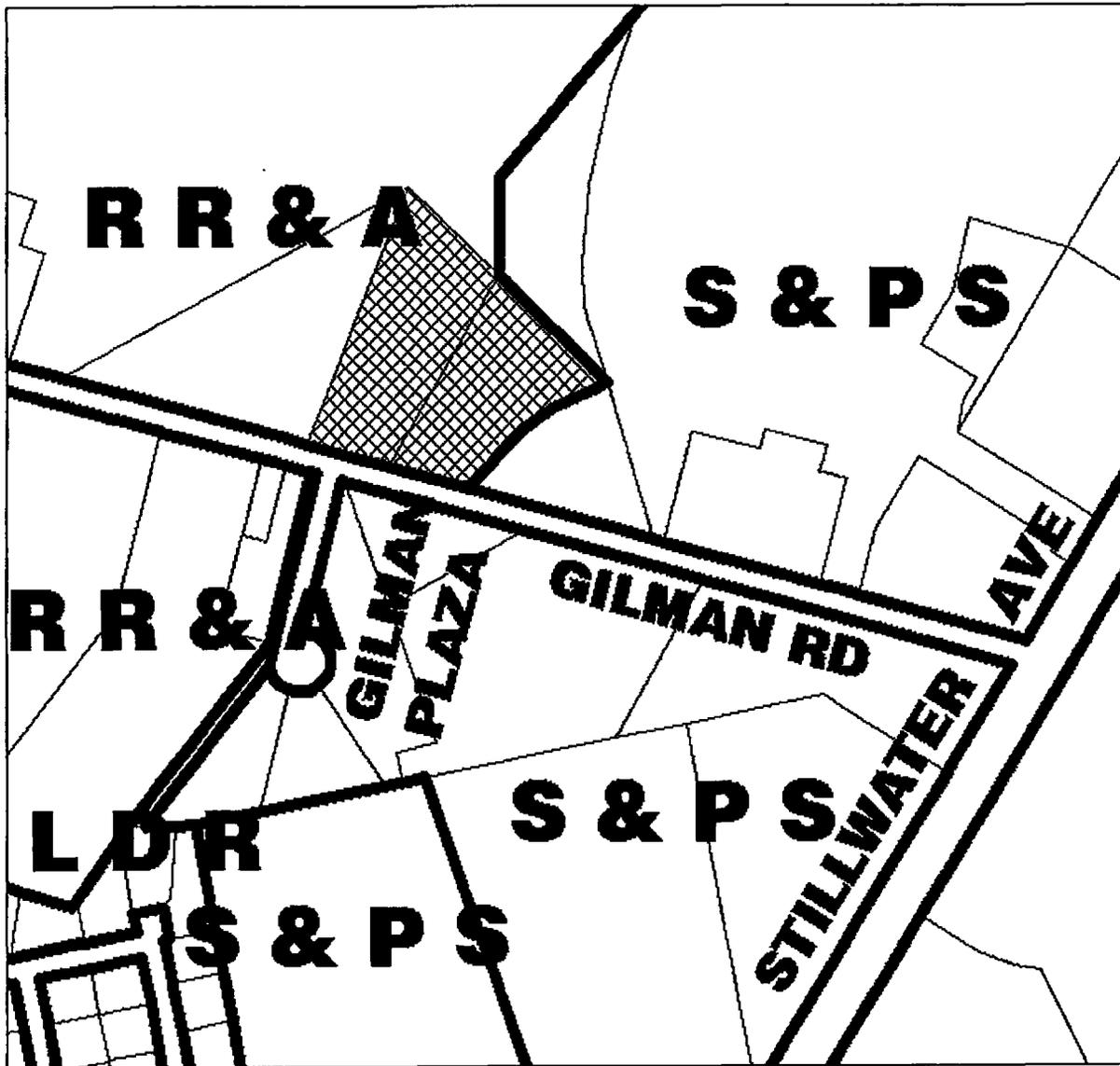
*Two Ads Required ** Advertising costs above this amount to be paid for by applicant.

PLEASE READ PROCESSING PROCEDURE ON REVERSE SIDE

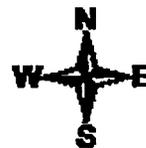
Contract Zone Change Conditions

Cross Realty,LLC- Gilman Road Property
Assessors Map No. 55 Parcels 4-A & 4-B

1. Prior to site plan review and development of the subject properties, those properties shall be served by both public water and sewer.
2. Unless and until amended by the City Council by Council Order, there shall be no "left out" turning movement from the subject properties from Gilman Road onto Stillwater Avenue associated with the properties.



**RR&A to
S&PS Contract**





**UNFINISHED
BUSINESS**

COUNCIL ACTION

Item No. 14-033

Date: 12-9-13

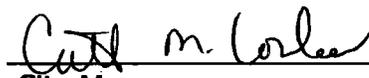
Item/Subject: RESOLVE, Accepting and Appropriating \$151,832 for the Supplemental Nutrition Education Grant program

Responsible Department: Health & Community Services

Commentary: This resolve will authorize the City to accept and appropriate \$151, 832 in supplemental nutrition grant funds (SNAP) in fiscal year 2014. This is the second year of a two year grant in which Bangor Health and Community Services will receive funding from the River Coalition to provide nutrition education to people who are SNAP eligible in the thirteen town Healthy Maine Partnership service area. This was reviewed and recommended for approval at the December 2, 2013 Government Operations Committee meeting.

Department Head

Manager's Comments:



City Manager

Associated Information: Resolve

Budget Approval:



Finance Director

Legal Approval:



City Solicitor

Introduced for

- Passage
- First Reading
- Referral

Page __ of __



Assigned to Councilor Civiello

CITY OF BANGOR

RESOLVE, Accepting and Appropriating \$151,832 for the Supplemental Nutrition Education Grant Program

By the City Council of the City of Bangor:

RESOLVED, THAT the \$151,832 is hereby accepted and appropriated for the Supplemental Nutrition Education Program for fiscal year 2014.

COUNCIL ACTION

Item No. 14-034

Date: December 9, 2013

Item/Subject: Ordinance Amending Chapter 165, Land Development, of the Code of the City of Bangor – Section 165-135. Schedule A - Urban Developed Area Standards

Commentary:

The proposed text amendment is intended to correct existing language contained in a footnote of the Bass Park District when adopted in 2004. Schedule A does not contain standards for ISR (Impervious Surface Ratio) or default bufferyards as does Schedule B. In 2004, when the District was created they were included but did not fit into the Schedule's table so a footnote was added. A recent development project discovered the footnote and the amendment seeks to correct the two standards therein.

/s/ Tanya L. Emery
Department Head

Manager's Comments:

For referral to Planning Board Meeting of December 17, 2013, 7:00 p.m.

Cath M. Conley
City Manager

Associated Information:

Budget Approval:

Finance Director

Legal Approval:

[Signature]
City Solicitor

Introduced for

Passage

First Reading

Referral to Planning Board Meeting of December 17, 2013, 7:00 pm.

Page 1 of 1



Assigned to Councilor Durgin

CITY OF BANGOR

(TITLE.) Ordinance, Amending Chapter 165, Land Development Code of the City of Bangor
– Chapter 165-135, Schedule A – Urban Developed Area Standards

Be it ordained by the City Council of the City of Bangor as follows:

THAT Section 165-135. Schedule A be amended as attached.

LAND DEVELOPMENT

City of Bangor
Schedule A
Urban Developed Area
Article XIII, 165-38 through 165-97

Bass Park³

NOTES:

- 1 For one and two dwelling units, 9,000 square feet; for three dwelling units, 10,500 square feet; and for four dwelling units, 12,000 square feet.
- 2 For the first two dwelling units, 6,500 square feet, plus 1,000 square feet for each additional dwelling unit.
- 3 ~~Maximum impervious surface ratio: .70.~~
- ~~Buffer yards: Type D, and retain existing vegetation along boundary lines to the extent possible.~~
- 4 Or the minimum height allowed under federal law, whichever is greater.
- 5 Minimum buffer yard: Type B, C next to a residential district.
- 6 Minimum buffer yard: Type B next to a residential district.

STATEMENT OF FACT: Deletions are ~~struck out~~.

Dutton Street Widening

A certain lot or parcel of land and the improvements thereon located on the northeast side of Dutton Street and on the northwest side of Main Street in Bangor, County of Penobscot, State of Maine, said parcel being bounded and described as follows:

BEGINNING at the intersection of the northeast side of Dutton Street and the northwest side of Main Street;

THENCE N56°21'15"W along said northeast side of Dutton Street forty-one and six hundredths (41.06) feet;

THENCE N20°35'27"E a distance of forty-one and six hundredths (41.06) feet;

THENCE S56°21'15"E a distance of forty-one and six hundredths (41.06) feet;

THENCE S20°35'27"W along said northwest side of Main Street forty-one and six hundredths (41.06) feet to THE POINT OF BEGINNING.

Encompassing 1,642 square feet.

SUBJECT TO an easement described in a deed from the City of Bangor to Bangor Hydro-Electric Company dated August 7, 2008 and recorded in Book 11522, Page 273.

Meaning and intending to describe a portion of the land described in a deed from J. Roland Cahill to City of Bangor dated January 2, 1962 and recorded in the Penobscot County Registry of Deeds Book 1820, Page 160. This description was prepared by Shyka, Sheppard & Garster, Land Surveyors, and is based on a plan entitled, "Boundary & Topographic survey of a Portion of Bass Park" prepared by Shyka, Sheppard and Garster, Land Surveyors, dated October 31, 2013. Bearings reference Grid North, Maine East Zone, NAD83, based on GPS network observations made in August, 2004.

MEMORANDUM

DATE: December 18, 2013
TO: The Honorable City Council
FROM: David G. Gould, Planning Officer
SUBJECT: Amending Land Development Code Chapter 165-135
Schedule A, Council Ordinance 14-034

Please be advised that the Planning Board at its meeting on December 17, 2013, held a Public Hearing on the above zoning amendment.

Planning Officer David Gould reviewed the history of the Bass Park District and the reason the two Code standards were contained in a footnote of Schedule A.

The intention is to remove the two standards to make Schedule A as it was thought to exist. The recent Banres, LLC rezoning application contains a contract zone standard that deals with Impervious Surface Ratio (ISR) for that parcel.

There were no proponents or opponents.

The Board discussed the pros and cons of having limited development controls and the potential that elements of future development be incompatible with adjacent projects.

Planning Officer Gould noted that most all the land in the Bass Park District is under the ownership of the City which can oversee the development through means other than zoning.

The Board voted 6 in favor and 1 opposed to recommend the proposed text amendment to the City Council - Land Development Code Chapter 165-135, Schedule A, as contained in Council Ordinance #14-034.



**NEW
BUSINESS**

COUNCIL ACTION

Item No. 14-052

Date: December 23, 2013.

Item/Subject: **Order, Authorizing the Execution of an Agreement with the Bangor Band - Amphitheater**

Responsible Department:

Commentary: This Order will authorize the execution of an Agreement with the Bangor Band to purchase a band shell and risers and provide for City participation in the setup of the events. Prior to the construction of the Cross Insurance Center, The Bangor Band played at the City's community gazebo in Bass Park. Additionally, the gazebo was older and lacked the structural integrity to withstand a move. The Bangor Band has identified a band shell that will meet their needs and a new location on City property at the waterfront.

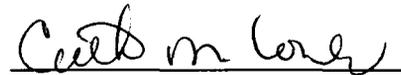
The proposed terms of the agreement is as follows:

- The term of the agreement is five years; and
- The band shell and risers will be insured by the City as well as the Bangor Band and any other potential users; and
- The City agrees to set up, take down and store the band shell and risers.
- The Bangor Band may use, at no charge, the band shell and risers fifteen (15) times per year.
- The City shall be responsible for the repair and maintenance of the band shell and risers for a period of five years.
- The City will have the right to deny use of the band shell and risers when it determines that conditions are such that it is, in the opinion of the City unsafe to use.
- After the first year of the agreement the parties shall negotiate any fees to be paid the City to store, set up and take down the band shell and risers.

The terms of this agreement was reviewed and recommended for approval by the Government Operations Committee at its December 2, 2013 meeting.

Department Head

Manager's Comments:



City Manager

Associated Information:

Budget Approval:



Finance Director

Legal Approval:



City Solicitor

Introduced for
 Passage
 First Reading
 Referral



Assigned to Councilor – GRAHAM

CITY OF BANGOR

(TITLE.) Order, Authorizing the Execution of an Agreement with the Bangor Band - Amphitheater

WHEREAS, the Bangor Band has played at the City's community gazebo in Bass Park for several years; and

WHEREAS, upon the construction of the Cross Insurance Center the site was no longer able to be used by the Bangor Band; and

WHEREAS, the gazebo was not structural sound enough to move; and

WHEREAS, the Bangor Band has identified a band shell that will meet their needs and a new location on City property; and

WHEREAS, it is in the best interests of the City of Bangor and the Bangor Band to enter into an agreement for the acquisition and use of a band shell and risers.

By the City Council of the City of Bangor:

ORDERED, THAT Catherine M. Conlow, City Manager, is hereby authorized, on behalf of the City of Bangor, to execute an agreement with the Bangor Band. Said Agreement shall include a provision that the Bangor band shall provide the funds for a band shell and risers; that the band shell and risers shall be acquired by the City with the funds and shall be owned by the City; that the City, Bangor Band and any user of the band shell and risers shall be insured for its use; that the City shall set up and take down the band shell and risers; that the City shall store the band shell and risers; that the Bangor Band may use, at no charge, the band shell and risers fifteen (15) times per year and inform the City in the Spring of each year the dates it wants to use them; for a period of five (5) years the City shall be responsible for the repair and maintenance of the band shell and risers; that the City has the right to deny use of the band shell and risers when it determines that conditions are such that it is, in the opinion of the City unsafe to use; the City shall store, set up and take down the band shell and risers; after the first year of the agreement the parties shall negotiate any fees to be paid the City to store, set up and take down the band shell and risers; a term of five (5) years; such other conditions as are appropriate. Said Agreement shall be in a final form as approved by the City Solicitor or Assistant City Solicitor.

Date: December 23, 2013

Item/Subject: ORDER, Authorizing Award of Single Stream Recycling Contract to Pine Tree Waste

Responsible Department: Public Services

Commentary: This order will authorize a contract to Pine Tree Waste to provide single stream recycling in the amount of \$111,500 year plus fuel expenses beginning July 1, 2014. The five cost of the contract is \$577,974.

On October 23, 2013 the City received three responses to its Request for Proposals (RFP) – Recycling Collection Services. The RFP was issued to determine whether or not a viable option existed to implement curbside single stream recycling within the City.

On November 18, 2013, The Infrastructure Committee reviewed the three responses, and determined that two responses that were viable and responsive. At that time the Committee reviewed the specifics of the two proposals and identified issues requiring further clarification. Specifically, one respondent proposed weekly service and another proposed bi-weekly service.

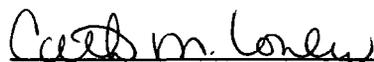
On December 16, 2013, The Finance Committee reviewed the bids. After significant discussion and consideration, the Committee decided to recommend the award of contract to Pine Tree Waste for bi-weekly collection of single stream recycling. The primary reason was that bi-weekly offered significant cost savings over the current recycling program and the other proposals and bi-weekly provided greater environmental benefits by reducing vehicle trips and carbon emissions. The service change from weekly collection to bi-weekly collection, it was felt, was more than offset by ease and number of items that could be recycled under single stream.

Additionally, the Committee expressed interest in a pro-active education and outreach campaign necessary to make this service change successful. Both respondents proposed very similar education programs that would include flyers, mailings, advertisement as well as on-going promotion and outreach educational programs. The Committee felt that both respondents had the background and experience to make an outreach program successful.

At its December 16, 2013, the Finance Committee approved staff recommendation to recommend award of the contract to Pine Tree Waste. The contract award recommendation must be reviewed approved by the City Council as it is over \$100,000.

Department Head

Manager's Comments:



City Manager

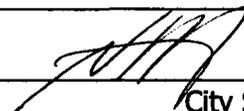
Associated Information: Bid tabulation

Budget Approval:



Finance Director

Legal Approval:



City Solicitor

Introduced for
 Passage
 First Reading
 Referral

Assigned to Councilor Plourde



CITY OF BANGOR

(TITLE.) Order, Authorizing Award of Single Stream Recycling Contract to Pine Tree Waste

By the City Council of the City of Bangor:

ORDERED,

THAT, Deborah Cyr, Finance Director is hereby authorized to execute a contract with Pine Tree Waste for curbside single stream recycling services beginning July 1, 2014.

Casella Waste Systems/Pine Tree Waste Services, Inc.
Hermon, ME

Weekly		Bi-Weekly		
Year	Annual Fee	Labor Cost	Annual Fee	Labor Cost
FY 2015			111,500.00	44,600.00
FY 2016			111,500.00	44,600.00
FY 2017			114,845.00	45,938.00
FY 2018			118,290.35	47,316.14
FY 2019			121,839.06	48,735.62
Total			577,974.41	231,189.76

Sullivan's Waste & Recycling Services, Inc.
Troy, ME

Weekly		Bi-Weekly		
Year	Annual Fee	Labor Cost	Annual Fee	Labor Cost
FY 2015	169,000.00	Included		
FY 2016	169,000.00	Included		
FY 2017	169,000.00	Included		
FY 2018	171,535.00	Included		
FY 2019	171,535.00	Included		
Total	850,070.00			

Materials Recovery Organization
Bangor, ME

Weekly		Bi-Weekly		
Year	Annual Fee	Labor Cost	Annual Fee	Labor Cost
FY 2015	374,400.00	218,400.00		
FY 2016	374,400.00	229,320.00		
FY 2017	393,120.00	240,786.00		
FY 2018	412,776.00	252,825.00		
FY 2019	433,415.00	265,466.00		
Total	1,988,111.00	1,206,797.00		