

## Government Operations Committee

June 6, 2016

Immediately following the Finance Committee

City Council Chambers

### AGENDA

#### CONSENT AGENDA

1. \$10,000 Grant from Maine Community Foundation to fund the Community Health Leadership Board (CHLB)
  - Please see the attached draft Council Action page and Council Order to accept the grant funding.
2. \$ 100,000 Grant from Maine DHHS / Office of Substance Abuse and Mental Health Services for the Overdose Prevention Program
  - Please see the attached draft Council Action page and Council Resolve to accept and appropriate the grant funding.
3. Request to Apply for Grant Funding in the amount of \$ 25,624 for the WIC Breastfeeding Peer Counseling Program
  - Please see the attached draft Council Action page and Council Order authorizing the grant application.
4. Authorization to enter into three Memorandums of Understanding (MOU's) regarding the Partnerships in Community Health Grant administered by Public Health and Community Services for:
  - a. Bangor Area Homeless Shelter Food Pantry -- \$750
  - b. Lighthouse COG Bread of Life Food Pantry -- \$750
  - c. Town of Orono -- \$1,000
  - Please see the attached draft Council Action page, Council Order and MOU's.
5. \$160,000 Grant from Maine DHHS/ Center for Disease Control to enable the City to serve as lead Fiscal Agent on behalf of Penquis Health District
  - Please see the attached draft Council Action page and Council Resolve accepting and appropriating the grant funding.
6. Authorization to enter into a Memorandum of Understanding between the Penquis District Coordinating Council for Public Health and the Health and Community Services Department designating the Department to serve as Lead Fiscal Agent

- Please see the attached draft Council Action page, Council Order and Memorandum of Understanding that provides the details of district development services to be provided to the Penquis District Coordinating Committee by the Health and Community Services Department. Please note that the MOU is a draft document and may be subject to change after review by the Legal Department.

## **REGULAR AGENDA**

### 7. Request for the City of Bangor to Co-Sponsor an Energy Forum: The Future of Solar Energy in Maine—A Conversation with Maine Leaders in Solar Policy and the State of Solar Energy

- Please see attached memorandum from Ms. Karen Marysdaughter outlining the request.

### 8. Request by Bangor Fire Department to Increase and Establish Certain Fees

- a. Increase Advance Life Support Back-up Fees charged to other Emergency Medical Service Providers
- b. Establish Fee Structure for Non-Emergency Service Response when No- Transport is required

- Please see attached memorandums from Chief Higgins and draft Council Action pages and Council Orders regarding each item.

### 9. Working Agreement between the Parks and Recreation Department and the Friends of the Lower Kenduskeag Stream (FOLKS) involving trail maintenance and repair activities

- Please see attached memorandum form Parks and Recreation Director Willette and draft Council Action page and Council Order.

Date: June 13, 2016

**Item/Subject:** ORDER, Authorizing the City Manager to accept funding in the amount of \$10,000 from the Maine Community Foundation to support the Community Health Leadership Board

**Responsible Department:** Public Health and Community Services

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**Commentary:**

This order will authorize the City Manager to accept funds from the Maine Community Foundation/ Penobscot Valley Health Association Fund/Penobscot Fund in the amount of \$10,000 to support the work of the Community Health Leadership Board (CHLB). The CHLB is a group of hospital, city, and health and human service leaders who convened to address pressing health concerns in the community. The goal of the CHLB is to utilize its members' unique leadership roles and the strength of their organizations to achieve positive outcomes through collaboration and cooperation. The CHLB is initially focused on measurably reducing the impact of addiction and substance abuse in our community. Maine Community Foundation funds will be used for strategic planning, group facilitation and coordination. The term of the grant is June 1, 2016 to June 1, 2017.

\_\_\_\_\_  
Department Head

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**Manager's Comments:**

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City Manager

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**Associated Information: Order**

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**Budget Approval:**

\_\_\_\_\_  
Finance Director

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**Legal Approval:**

\_\_\_\_\_  
City Solicitor

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**Introduced for**

Passage  
 First Reading  
 Referral





Assigned to Councilor

## CITY OF BANGOR

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(TITLE.) **Order**, Authorizing the City Manager to accept funding in the amount of \$10,000 from the Maine Community Foundation to support the Community Health Leadership Board

**BE IT ORDERED THAT:** The City Manager is authorized to accept funding in the amount of \$10,000 from the Maine Community Foundation for the term June 1, 2016 to June 1, 2017 to support the on-going efforts of the Community Health Leadership Board.



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**COUNCIL ACTION**

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**Item No. 16-**

**Date: June 13 ,2016**

**Item/Subject:** Resolve, Accepting and Appropriating a Grant from the Maine Department of Health and Human Services, Office of Substance Abuse and Mental Health Services, in the amount of \$100,000 to Support an Overdose Prevention Program

**Responsible Department:** Public Health & Community Services

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**Commentary:**

This Resolve will accept and appropriate \$100,000 from the Maine Department of Health and Human Services to support an overdose prevention education and outreach program during the period July 1, 2016 – June 30, 2018 for the counties of Hancock, Washington and Penobscot. Public Health and Community Services has been a recipient of this grant since 2008.

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Department Head

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**Manager's Comments:**

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City Manager

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**Associated Information:** Resolve

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**Budget Approval:**

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Finance Director

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**Legal Approval:**

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City Solicitor

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**Introduced for**

Passage  
 First Reading  
 Referral

**Page**





Assigned to Councilor

## CITY OF BANGOR

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**(TITLE.) Resolve,** Accepting and Appropriating a Grant from the Maine Department of Health and Human Services, Office of Substance Abuse and Mental Health Services in the Amount of \$100,000 to Support an Overdose Prevention Program.

**BY THE CITY COUNCIL OF THE CITY OF BANGOR:**

**RESOLVED THAT, there** is hereby accepted and appropriated a grant from the Maine Department of Health and Human Services, Office of Substance Abuse and Mental Health Services, in the amount of \$100,000 to continue implementing strategies for overdose prevention in Hancock, Washington and Penobscot counties for the period July 1, 2016 to June 30, 2018.

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**COUNCIL ACTION**

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Item No. \_\_\_\_\_

Date: \_\_\_\_\_

**Item/Subject:** ORDER, Authorizing the City Manager to apply for funding in the amount of \$25,624 from the State of Maine Department of Health and Human Services, Maine Center for Disease Control and Prevention, WIC Nutrition Program, Breastfeeding Peer Counseling.

**Responsible Department:** Public Health and Community Services

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**Commentary:** This Order will authorize the City Manager to apply for grant funding in the amount of \$25,624 from the DHHS/Maine Center for Disease Control (CDC) to administer the Women, Infants and Children (WIC) Nutrition Peer Counseling Program in Penobscot and Piscataquis Counties.

If approved, the term of the grant is for two years beginning October 1, 2016 through September 30, 2017. Funding for year one (10-1-16 to 9-30-17) is in the amount of \$25,624. Year two grant funding levels under the RFP will be determined at a later point in time. Also, if awarded, grant provides an opportunity to renew the grant for two additional renewal periods following September 30, 2018.

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Department Head

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**Manager's Comments:**

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City Manager

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**Associated Information: Order**

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**Budget Approval:**

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\_\_\_\_\_  
Finance Director

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**Legal Approval:**

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\_\_\_\_\_  
City Solicitor

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**Introduced for**  
 Passage  
 First Reading  
 Referral



Assigned to Councilor

# CITY OF BANGOR

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**(TITLE.)** Order, Authorizing the City Manager to apply for funding in the amount of \$25,624 from the State of Maine Department of Health and Human Services, Maine Center for Disease Control and Prevention, WIC Nutrition Program, Breastfeeding Peer Counseling.

*By the City Council of the City of Bangor:*

ORDERED, that the City Manager (or designee) is hereby authorized to respond to a Request for Proposal (RFP) from the State of Maine Department of Health and Human Services, CDC, WIC Nutrition Program, Breastfeeding Peer Counseling for the period October 1, 2016 to September 30, 2018, and apply for funding in the amount of \$25,624 for the first year of the grant program.





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**COUNCIL ACTION**

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**Item No. \_\_\_\_\_**

**Date: June 13, 2016**

**Item/Subject:** **ORDER**, Authorizing the City Manager to Execute a Memorandum of Understanding with Bangor Area Homeless Shelter.

**Responsible Department: Public Health and Community Services**

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**Commentary:** This Order will authorize the City Manager to execute a memorandum of understanding on behalf of the City with Bangor Area Homeless Shelter. Bangor Area Homeless Shelter will receive \$750 from Bangor Public Health and Community Services for a laptop that will be used by the Bangor Area Homeless Shelter Food Pantry for maintaining donation, inventory and client records as part of the work being done under BPHCS' Partnerships to Improve Community Health grant.

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Department Head

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**Manager's Comments:**

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City Manager

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**Associated Information: Order**

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**Budget Approval:**

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Finance Director

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**Legal Approval:**

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City Solicitor

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**Introduced for**

**Passage (consent)**

**First Reading**

**Referral**

Page \_\_ of \_\_



Assigned to

# CITY OF BANGOR

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**(TITLE.) Order, Authorizing the City Manager to Execute a Memorandum of Understanding with Bangor Area Homeless Shelter**

**BY THE CITY COUNCIL OF THE CITY OF BANGOR:**

**BE IT ORDERED,** that the City Manager is hereby authorized to enter into a memorandum of understanding with Bangor Area Homeless Shelter, a copy of which is attached.

**Northern Maine Rural Collaborative- Partnership in Community Health Grant**  
Capacity Building Grant 2015-2016 Agreement

Between Bangor Public Health and Community Services and Bangor Area Homeless Shelter  
Food Pantry

Bangor Public Health and Community Services will provide **\$750** for a laptop that will be used by the Bangor Area Homeless Shelter Food Pantry for maintaining donation, inventory and client records. The following are the terms and conditions of accepting a Capacity Building Grant from Bangor Public Health and Community Services.

1. Bangor Area Homeless Shelter Food Pantry agrees to provide sufficient details for proof of purchase within 7 days of purchase.
  - a. Submit original receipt to Bangor Public Health and Community Services.
  - b. Keep a copy of the receipt for your records.
2. Bangor Area Homeless Shelter Food Pantry understands that these funds are restricted to the specifics of this grant.
3. Bangor Area Homeless Shelter Food Pantry will assume complete responsibility for the proper care and maintenance of the tablet purchased from the Capacity Building funds.

This Memorandum of Understanding will commence on **May 31, 2016** and will be dissolved when the Northern Maine Rural Collaborative-Partnership in Community Health Grant expires on **September 30, 2017**.

This completes the MOU between Bangor Area Homeless Shelter Food Pantry and Bangor Public Health and Community Services and may be amended only by written agreement signed by each party involved.

By signing the MOU, Bangor Area Homeless Shelter Food Pantry and Bangor Public Health and Community Services, acknowledges and understands the conditions of this agreement.

*The MOU must be signed by all partners. Signatories must be officially authorized to sign on behalf of the agency and include title and agency name.*

**Bangor Area Homeless Shelter Food Pantry Authorized Personnel Signature:**

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Paul Hammond, Program Manager

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Date

**Address:** 263 Main St. Bangor, ME 04401

**Telephone Number:** (207) 947-0092

**Email Address:** [paulh@bangorareashelter.org](mailto:paulh@bangorareashelter.org)

**Bangor Public Health and Community Services Authorized Personnel Signature:**

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Cathy Conlow, City Manager

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Date

**Address:** 73 Harlow Street Bangor, ME 04401

**Contact:** Jamie Comstock

**Telephone Number:** (207) 992-4466

**Email Address:** [jamie.comstock@bangormaine.gov](mailto:jamie.comstock@bangormaine.gov)

*Please submit the original signed copy of the agreement to Bangor Public Health and Community Services. Keep a photocopy for your records.*

**COUNCIL ACTION**

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**Item No. \_\_\_\_\_**

**Date: June 13, 2016**

**Item/Subject:** **ORDER**, Authorizing the City Manager to Execute a Memorandum of Understanding with Lighthouse COG Bread of Life Food Pantry.

**Responsible Department: Public Health and Community Services**

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**Commentary:** This Order will authorize the City Manager to execute a memorandum of understanding on behalf of the City with Lighthouse COG Bread of Life Food Pantry. Lighthouse COG Bread of Life Food Pantry will receive \$750 from Bangor Public Health and Community Services for a laptop that will be used to maintain donation, inventory and client records as part of the work being done under BPHCS' Partnerships to Improve Community Health grant.

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Department Head

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**Manager's Comments:**

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City Manager

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**Associated Information: Order**

**Budget Approval:**

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Finance Director

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**Legal Approval:**

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City Solicitor

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**Introduced for**  
 **Passage (Consent)**  
 **First Reading**  
 **Referral**

Page \_\_ of \_\_



Assigned to

# CITY OF BANGOR

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**(TITLE.) Order, Authorizing the City Manager to Execute a Memorandum of Understanding with Lighthouse COG Bread of Life Food Pantry**

**BY THE CITY COUNCIL OF THE CITY OF BANGOR:**

**BE IT ORDERED,** that the City Manager is hereby authorized to enter into a memorandum of understanding with Lighthouse COG Bread of Life Food Pantry, a copy of which is attached.

**Northern Maine Rural Collaborative- Partnership in Community Health Grant**  
Capacity Building Grant 2015-2016 Agreement

Between Bangor Public Health and Community Services and Lighthouse COG Bread of Life Food  
Pantry

Bangor Public Health and Community Services will provide **\$750** for a laptop that will be used by the Lighthouse COG Bread of Life Food Pantry for maintaining donation, inventory and client records. The following are the terms and conditions of accepting a Capacity Building Grant from Bangor Public Health and Community Services.

1. Lighthouse COG Bread of Life Food Pantry agrees to provide sufficient details for proof of purchase within 7 days of purchase.
  - a. Submit original receipt to Bangor Public Health and Community Services.
  - b. Keep a copy of the receipt for your records.
2. Lighthouse COG Bread of Life Food Pantry understands that these funds are restricted to the specifics of this grant.
3. Lighthouse COG Bread of Life Food Pantry will assume complete responsibility for the proper care and maintenance of the tablet purchased from the Capacity Building funds.

This Memorandum of Understanding will commence on **May 31, 2016** and will be dissolved when the Northern Maine Rural Collaborative-Partnership in Community Health Grant expires on **September 30, 2017**.

This completes the MOU between Lighthouse COG Bread of Life Food Pantry and Bangor Public Health and Community Services and may be amended only by written agreement signed by each party involved.

By signing the MOU, Lighthouse COG Bread of Life Food Pantry and Bangor Public Health and Community Services, acknowledges and understands the conditions of this agreement.

*The MOU must be signed by all partners. Signatories must be officially authorized to sign on behalf of the agency and include title and agency name.*

**Lighthouse COG Bread of Life Food Pantry Authorized Personnel Signature:**

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Jon Ouellette

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Date

**Address:** 696 River Rd. Orrington, ME 04474

**Telephone Number:** (207) 825-9001

**Email Address:** [jouellette@evergreenwaste.com](mailto:jouellette@evergreenwaste.com)

**Bangor Public Health and Community Services Authorized Personnel Signature:**

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Cathy Conlow, City Manager

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Date

**Address:** 73 Harlow Street Bangor, ME 04401

**Contact:** Jamie Comstock

**Telephone Number:** (207) 992-4466

**Email Address:** [jamie.comstock@bangormaine.gov](mailto:jamie.comstock@bangormaine.gov)

*Please submit the original signed copy of the agreement to Bangor Public Health and Community Services. Keep a photocopy for your records.*

COUNCIL ACTION

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Item No. \_\_\_\_\_

Date: June 13, 2016

**Item/Subject:** ORDER, Authorizing the City Manager to Execute a Memorandum of Understanding with the Town of Orono.

**Responsible Department:** Public Health and Community Services

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**Commentary:** This Order will authorize the City Manager to execute a memorandum of understanding on behalf of the City with the Town of Orono. The Town of Orono will receive \$1000 from Bangor Public Health and Community Services to provide mile marker signage along walking routes in the town of Orono as part of the work being done under BPHCS' Partnerships to Improve Community Health grant.

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Department Head

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**Manager's Comments:**

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City Manager

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**Associated Information:** Order

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**Budget Approval:**

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Finance Director

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**Legal Approval:**

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City Solicitor

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**Introduced for**

- Passage Consent
- First Reading
- Referral

Page \_\_ of \_\_



Assigned to

# CITY OF BANGOR

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**(TITLE.) Order, Authorizing the City Manager to Execute a Memorandum of Understanding with the Town of Orono**

**BY THE CITY COUNCIL OF THE CITY OF BANGOR:**

**BE IT ORDERED,** that the City Manager is hereby authorized to enter into a memorandum of understanding with the Town of Orono, a copy of which is attached.

**Northern Maine Rural Collaborative- Partnership in Community Health Grant**  
Capacity Building Grant 2015-2016 Agreement

Between Bangor Public Health and Community Services and Town of Orono

Bangor Public Health and Community Services will provide **\$1000.00** to provide mile marker signage along walking routes in the town of Orono. The following are the terms and conditions of accepting a Capacity Building Grant from Bangor Public Health and Community Services.

1. The Town of Orono agrees to provide sufficient details for proof of purchase within 7 days of purchase.
  - a. Submit original receipt to Bangor Public Health and Community Services.
  - b. Keep a copy of the receipt for your records.
2. The Town of Orono understands that these funds are restricted to the specifics of this grant.
3. The Town of Orono will assume complete responsibility for the proper care and maintenance of the tablet purchased from the Capacity Building funds.

This Memorandum of Understanding will commence on **May 31, 2016** and will be dissolved when the Northern Maine Rural Collaborative-Partnership in Community Health Grant expires on **September 30, 2017**.

This completes the MOU between the Town of Orono and Bangor Public Health and Community Services and may be amended only by written agreement signed by each party involved.

By signing the MOU, the Town of Orono and Bangor Public Health and Community Services, acknowledges and understands the conditions of this agreement.

*The MOU must be signed by all partners. Signatories must be officially authorized to sign on behalf of the agency and include title and agency name.*

**Town of Orono Authorized Personnel Signature:**

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Sophie Wilson, Town Manager

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Date

**Address:** 222 North Main St. Brewer, 04412

**Telephone Number:** (207) 848-5804

**Email Address:** [bleavitt@ohimaine.org](mailto:bleavitt@ohimaine.org)

**City of Bangor Authorized Personnel Signature:**

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Cathy Conlow, City Manager

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Date

**Address:** 73 Harlow Street, ME 04401

**Contact:** Jamie Comstock

**Telephone Number:** (207) 992-4466

**Email Address:** [jamie.comstock@bangormaine.gov](mailto:jamie.comstock@bangormaine.gov)

*Please submit the original signed copy of the agreement to Bangor Public Health and Community Services. Keep a photocopy for your records.*

Date: June 13, 2016

**Item/Subject:** RESOLVE, Accepting and Appropriating Funding in the Amount of \$160,000 from DHHS/Maine CDC to enable the City to Serve as the Lead Fiscal Agent (LFA) on Behalf of the Penquis Public Health District

**Responsible Department:** Public Health and Community Services

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**Commentary:** This resolve would accept and appropriate funding in the amount of \$160,000 from the DHHS/Maine Center for Disease Control (CDC) for the following purposes:

To continue the District Coordinating Committee which serves the Penquis Public Health District (all municipalities of Penobscot and Piscataquis counties); and To recruit, hire, and supervise a Penquis District Coordinator to staff the Committee and develop/implement the District work plan; and To serve as the conduit and fiscal agent for grants/contracts emanating from DHHS/Maine to serve the Penquis Public Health District. The term of the contract would be July 1, 2016 to June 30, 2017.

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Department Head

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**Manager's Comments:**

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City Manager

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**Associated Information: Resolve**

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**Budget Approval:**

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Finance Director

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**Legal Approval:**

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City Solicitor

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**Introduced for**

Passage  
 First Reading

Page 1 of

1  
 Referral



Assigned to Councilor Nichols



# CITY OF BANGOR

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**(TITLE.) RESOLVE, Accepting and Appropriating Funding in the Amount of \$160,000 from DHHS/Maine CDC to enable the City to Serve as the Lead Fiscal Agent (LFA) on Behalf of the Penquis Public Health District.**

**BY THE CITY COUNCIL OF THE CITY OF BANGOR:**

**BE IT RESOLVED,** that a \$160,000 grant from DHHS/Maine CDC is hereby accepted and appropriated to enable the City to serve as the Lead Fiscal Agent (LFA) on behalf of the Penquis Public Health District. The contract term would be July 1, 2016 to June 30, 2017.

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**COUNCIL ACTION**

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**Item No. \_\_\_\_\_**

**Date: June 13, 2016**

**Item/Subject:** **ORDER**, Authorizing the City Manager to Execute a Memorandum of Understanding with the Penquis District Coordinating Council for Public Health designating the Department of Health and Community Services to Serve as Lead Fiscal Agent

**Responsible Department: Public Health and Community Services**

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**Commentary:** This Order will authorize the City Manager to execute a memorandum of understanding on behalf of the City with the Penquis District Coordinating Council for Public Health for duties performed as the Lead Fiscal Agent for the Penquis Public Health District. Bangor Public Health and Community Services is a founding member of the Penquis District Coordinating Council for Public Health; as Lead Fiscal Agent Bangor Public Health will hire and house a District Coordinator and act as fiscal agent for related funding. The MOU specifically outlines City responsibilities and expectations in the areas of human resource management and finance. There is no funding associated with this MOU. The term of the MOU is July 1, 2016 to June 30, 2017.

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Department Head

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**Manager's Comments:**

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City Manager

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**Associated Information: Order**

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**Budget Approval:**

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\_\_\_\_\_  
Finance Director

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**Legal Approval:**

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City Solicitor

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**Introduced for**

Passage  
 First Reading  
 Referral

Page \_\_ of \_\_



Assigned to

# CITY OF BANGOR

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**(TITLE.) Order, Authorizing the City Manager to Execute a Memorandum of Understanding with the Penquis District Coordinating Council for Public Health**

**BY THE CITY COUNCIL OF THE CITY OF BANGOR:**

**BE IT ORDERED,** that the City Manager is hereby authorized to enter into a memorandum of understanding with the Penquis District Coordinating Council for Public Health, in final form as approved by the City Solicitor or Assistant City Solicitor.

**Memorandum of Understanding**  
**Between**  
**The Penquis District Coordinating Council for Public Health**  
**And**  
**City of Bangor Public Health and Community Services Department**

This Memorandum of Understanding, made effective this **1<sup>st</sup> day of July 2016**, by and between City of Bangor Public Health and Community Services Department, a Maine municipality with its principal place of business located in Bangor, ME and the Penquis District Coordinating Council for Public Health (DCC), a Maine entity created at the direction of the State of Maine but without independent corporate legal status, with its principal place of business located in Bangor, Maine,

WITNESSETH: WHEREAS, The Penquis District Coordinating Council for Public Health requires certain district development services, including but not limited to human resources and financial management services; and

WHEREAS, City of Bangor Public Health and Community Services Department through its duly qualified employees, agents, and independent contractors, is ready, willing, and able to provide such district development services for the benefit of The Penquis District Coordinating Council for Public Health ; and

WHEREAS, The Penquis District Coordinating Council for Public Health wishes to contract with City of Bangor Public Health and Community Services Department to obtain such management services; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, The Penquis District Coordinating Council for Public Health and City of Bangor Public Health and Community Services Department agree as follows:

1. **INDEPENDENT CONTRACTOR STATUS.**

The parties to this MOU are independent contractors each making a defined and separate contribution. Nothing in this MOU will be construed to create a partnership, joint venture, agency, or employment relationship between the parties or any subcontractor thereof.

2. **PROVISION OF SERVICES.** Maine DHHS / The Penquis District Coordinating Council for Public Health agrees to contract with City of Bangor Public Health and Community Services Department for the provision of those district development services below, and City of Bangor Public Health and Community Services Department agrees to provide such services as an independent contractor to The Penquis District Coordinating Council for Public Health, upon the terms and conditions set forth herein. City of Bangor Public Health and Community Services Department may have a seat on the Penquis District Coordinating Council for Public Health based on sector representation and vacancies as identified in Legislation; not for purposes of representing fiscal agent capacity/interests. City of Bangor Public Health and Community Services Department may not participate in any decision making process related to budget and/or services under this agreement. City of Bangor Public Health and Community Services Department may not under any circumstances dissolve the DCC or remove any of its members.

***City of Bangor Public Health and Community Services Department shall provide the following services to The Penquis District Coordinating Council for Public Health hereunder:***

**HUMAN RESOURCE MANAGEMENT**

City of Bangor Public Health and Community Services Department will employ individuals hired to conduct work on behalf of the Penquis District Coordinating Council for Public Health. Services from City of Bangor Public Health and Community Services Department shall include the following:

- A. Advertising for new or open positions; utilizing job description provided by funder
- B. Conducting interviews, reference checks, and/or notifications to applicants;
- C. Administering all employee benefits
- D. Conducting all required compliance audits
- E. Providing wage verifications, employment verification, and/or references for former employees;
- F. Maintaining and coordinating all employee personnel and/or payroll files;
- G. Assuring compliance with all applicable occupational health and safety requirements
- H. Administering and managing all unemployment claims or other employment-related claims

**FINANCE** City of Bangor Public Health and Community Services Department will provide the following financial management services to The Penquis District Coordinating Council for Public Health hereunder:

- A. Payroll;
- B. Preparation of monthly, quarterly and annual balance sheets and income statements;
- C. Support in preparation of annual budgets;
- D. Support in preparation and presentation of financials to The Penquis District Coordinating Council for Public Health Leadership / Steering Committee;
- E. Handling of accounts receivable, including billing and invoicing.

- F. Contract billing and monitoring.
- G. Handling accounts payable.
- H. To the extent City of Bangor Public Health and Community Services Department is responsible for making any payments of authorized The Penquis District Coordinating Council for Public Health expenses hereunder, City of Bangor Public Health and Community Services Department will make payment from a The Penquis District Coordinating Council for Public Health account and will prepare IRS Form 1099 statements on behalf of The Penquis District Coordinating Council for Public Health as needed.

***The Penquis District Coordinating Council for Public Health shall provide direction to City of Bangor Public Health and Community Services Department regarding the following services hereunder:***

**HUMAN RESOURCE MANAGEMENT** (associated with District Development Funds).

- A. The Penquis District Coordinating Council for Public Health shall share responsibility for interviewing, hiring, management, and termination decisions and provide input and direction regarding employees working on behalf of The Penquis District Coordinating Council for Public Health, following City of Bangor Public Health and Community Services Department' employment policies.
  - 1.a. City of Bangor Public Health and Community Services Department has the right to terminate any City of Bangor Public Health and Community Services Department employee working on behalf of The Penquis District Coordinating Council for Public Health in any instance of illegal behavior or violation of City of Bangor Public Health and Community Services Department employee policies and procedures.
- B. The Penquis District Coordinating Council for Public Health shall approve of any proposed changes to the workplan put forth for accomplishment of district development goals; including but not limited to District Coordinator responsibilities.
- C. The Penquis District Coordinating Council for Public Health shall approve of any proposed implementation changes to District Public Health Improvement Plan; including but not limited to activities delegated to partner(s).

**FINANCE**

- A. The Penquis District Coordinating Council for Public Health retains responsibility for **finalizing** and **approving** any and all budgets and related amendments. However, City of Bangor Public Health and Community Services Department may intervene if necessary to assure that the budget is in compliance with legal and audit requirements;

B. The Penquis District Coordinating Council for Public Health shall review monthly, quarterly and annual balance sheets and income statements;

C. The Penquis District Coordinating Council for Public Health shall approve of any proposed fiscal changes to District Public Health Improvement Plan; including but not limited to subcontract(s), consulting, or related resource allocation.

3. Duration

This MOU shall become effective upon signature by the authorized officials from The Penquis District Coordinating Council for Public Health and City of Bangor Public Health and Community Services Department. The MOU shall remain in effect until June 30, 2017 unless amended or terminated by mutual agreement of the parties. Additionally, the MOU shall terminate upon 30 days' written notice to the appropriate party in the event of: (i) dissolution of the Penquis District Coordinating Council for Public Health, (ii) failure of the Department to perform its obligations under this agreement; or (iii) failure of the Penquis District Coordinating Council for Public Health to provide funds to [ Fiscal ] to disburse as outlined in this MOU.

4. TAXES. City of Bangor Public Health and Community Services Department shall be responsible for payment of all taxes (if any) relating to Bangor Public Health and Community Services Department' compensation under this Agreement, including, but not limited to, federal and state income taxes.

5. INSURANCE COVERAGE. During the term of this MOU, City of Bangor Public Health and Community Services Department shall maintain industry standard general liability, automobile, Worker's Compensation, and professional insurance (E&O) for its personnel, and for all services rendered pursuant to this MOU. A current certificate of insurance will be provided as requested to the DCC.

6. SUPERVENING LAW. The parties recognize and acknowledge that this Agreement will at all times be subject to applicable state, local and federal laws and regulations. Any provisions of such laws or regulations that are inconsistent with the terms of this Agreement shall be deemed to have superseded such terms, provided that the parties shall use their best efforts to accommodate the terms of this Agreement to the extent legally possible. In the event of any substantial change in any applicable statute, regulation, or rule of any governmental authority, including any change in the interpretation or application thereof, that materially affects either party's duties and responsibilities under this Agreement, the party whose duties and responsibilities are materially affected shall have the option to terminate this Agreement by providing written notice to the other party within sixty (60) days of the date on which the affected party learns of the change. Any assertion by a governmental agency with appropriate enforcement jurisdiction that this Agreement is deemed to violate any applicable law or regulation shall be deemed to materially affect the duties and responsibilities of the parties.

7. SEVERABILITY. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the enforceability of all other terms and provisions of the Agreement.

8. NON-DISCRIMINATION. The parties agree that, during the term of this Agreement, neither party will engage in any form of discrimination on the basis of race, nationality, religion, sex, color, age, disability, sexual orientation, payment source, or any other basis that is or becomes a prohibited consideration or classification.

9. GOVERNING LAW. This Agreement shall be construed and interpreted in accordance with the laws of the State of Maine.

10. AMENDMENT. This Agreement may be amended at any time by mutual agreement of the parties, and signed by both parties.

11. REFERRALS. This Agreement is in no way contingent upon the referral of any patients, clients, or other business to either party by the other party.

12. NON-EXCLUSIVITY. Each party acknowledges that the other party has, or may enter into, arrangements with other parties, and nothing in this Agreement is intended to create any exclusive affiliation of either party with the other.

13. CONFIDENTIALITY, PRIVACY, AND SECURITY.

A. Organizational Confidentiality. City of Bangor Public Health and Community Services Department, as agent for the DCC, and the Department agree to implement reasonable and appropriate security measures to protect all systems that transmit, store or process confidential information or protected health information, against loss of data, unauthorized use or disclosure, and shall take measures to adequately protect against unauthorized access and malware in the course of this MOU.

14. DISPUTE RESOLUTION.

A. The parties agree to make a good faith attempt to resolve informally any controversy, dispute, or claim that may arise out of or relate to this Agreement. Failing such informal resolution, all controversies, disputes, or claims between the parties arising out of or relating to this Agreement shall be brought before the Penquis District Coordinating Council for Public Health Leadership / Steering Committee for counsel and advice. The Maine CDC District Contract Administrator will be advised of the issues in dispute and clarification of responsibilities to the funder will be sought. Should the issue fail to reach a satisfactory conclusion at this level, the issue shall be brought before the full voting membership of the Penquis District Coordinating Council for Public Health (barring identified conflict of interest as defined in DCC By-laws) at which point a binding resolve will determine subsequent action.

15. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and contains all agreements between them with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate originals, effective as of the day and year first noted above.

WITNESS: \_\_\_\_\_

By: \_\_\_\_\_ [Signature/ Bangor City Manager]

By: \_\_\_\_\_ [Signature/ The Penquis District  
Coordinating Council for Public Health Board Chair]

A Request for the City of Bangor to Co-Sponsor an Event  
Submitted by Karen Marysdaughter, 21 Mt. Desert Dr, Bangor  
May 31, 2016

The event -

“The Future of Solar in Maine: A Conversation with Maine Leaders about Solar Policy and the State of Solar Energy”

Tuesday, June 28, 2016, 6:30 to 8:00 pm, location TBA (most likely EMCC or Husson)

This is one in a series of solar forums happening in various parts of the state (Freeport on June 2, Waterville on June 23, and one being planned for Rockland), as a result of the pending review of solar net metering policy by the Public Utilities Commission. Developments over the next few months will have an impact on local jobs in the solar industry and energy projects around the state, including a number being planned by municipalities.

Co-sponsorship would \*not\* involve any financial contribution, simply adding the City’s name to the event.

Other co-sponsors to date: Natural Resources Council of Maine, GrowSmart Maine, Maine Audubon, Maine Conservation Voters, Envision Maine, and Sierra Club.

The program -

Welcome by Rep. Norm Higgins (R- Dover-Foxcroft) and a recent history of solar policy in Maine.

Introduction by Sharon Klein (University of Maine Dept of Economics) on the economics of solar.

Moderated discussion:

- Tim Schneider (Maine’s Public Advocate)
- Dylan Voorhees (NRCM)
- Chuck Piper (SunDog Solar, Searsport)

Public Q&A

**TO: Government Operations Committee**

**FR: Tom Higgins, Fire Chief**

**DT: June 1, 2016**

**RE: Advanced Life Support (ALS) Backup Fees**

Often ambulances outside of Bangor only have basic life support providers. The Maine Emergency Medical Services protocols dictate calling for ALS backup from another service provider, if the appropriate level of care cannot be provided. Since Bangor Fire Department upgraded to Paramedic level emergency medical services in the 1990s, area communities and ambulance services have routinely requested ALS assistance from us.

On most ALS backups, our crews intercept the other ambulance en-route to the hospital. Therefore, the Bangor Paramedic jumps on the other truck for the remainder of the transport. This intercept could be 20 or more miles from Bangor. Since no Bangor truck, equipment, or supplies are directly used in the treatment of the patient, there are limited opportunities to bill for services.

ALS backup charges by area providers range from no charge to as high as \$400. The current fee charged by the Bangor Fire Department is \$100 and has not been adjusted for many years. With the increased cost of providing ALS backup the fire department is proposing to increase our standard ALS fee to \$250 effective July 1, 2016

Fire Department staff will be present at the meeting to field any questions or concerns.

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**COUNCIL ACTION**

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**Item No.**

**Date:** June 13, 2016

**Item/Subject:** ORDER, Amending the Schedule of Fees - Fire - ALS Backup

**Responsible Department:** Fire

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**Commentary:**

This Order would raise the Advanced Life Support (ALS) Backup fee from \$100 to \$250.

Ambulances outside of Bangor often only have basic life support providers. As a result, they routinely request ALS assistance from us. In most cases, a Bangor crew will be dispatched and meet the requesting ambulance en route to the hospital. At times, the crew will travel 20 miles or more to the intercept location, at which point a Bangor paramedic will transfer to the requesting ambulance for the remainder of the trip. Since no Bangor truck, equipment, or supplies are directly used in the treatment of the patient, there are limited opportunities to bill for services.

ALS backup charges by area providers range from no charge to as high as \$400. The current fee charged by the Bangor Fire Department is \$100 and has not been adjusted for many years. With the increased cost of providing ALS backup, the Fire Department is proposing to increase our standard ALS fee to \$250 effective July 1, 2016.

This item was discussed at the Government Operations Committee meeting on June 6, 2016.

\_\_\_\_\_  
Department Head

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**Manager's Comments:**

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City Manager

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**Associated Information:** Order

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**Budget Approval:**

\_\_\_\_\_  
Finance Director

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**Legal Approval:**

\_\_\_\_\_  
City Solicitor

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**Introduced for**

- Passage
- First Reading
- Referral



Assigned to Councilor

# CITY OF BANGOR

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**ORDER**, Amending the Schedule of Fees - Fire - ALS Backup

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

The Schedule of Fees, as authorized under Chapter 109 of the Code of the City of Bangor, is hereby amended as follows, effective as of July 1, 2016:

...

E. Fire and Emergency Medical Services.

(1) Emergency Medical Services Rates

...

ALS Back Up

\$ ~~86~~ 250

§§ 28-39

Additions are underlined, deletions ~~struck through~~.

**TO: Government Operations Committee**  
**FR: Tom Higgins, Fire Chief**  
**DT: June 1, 2016**  
**RE: Fee for Non-Emergency Service, No Transport**

On March 21, 2016 fire department staff discussed with the Government Operations Committee concerns over non-transport emergency medical services. At that time, the Department was looking for Committee guidance on whether to proceed with developing a proposed fee schedule for recommendation to Committee / Council. The Committee was strongly in favor of the department preparing a formal recommendation for consideration. After further review and evaluation, the Department is now ready to recommend that the attached fee schedule be adopted for non emergency service where there is no transport.

The Fire Department is experiencing increased requests for emergency assistance where no transport is required. The current billing structure does not allow charging a fee unless a person is transported to a medical facility. Most of these calls are for people who are not injured, but are unable to help themselves. The most common calls are for a "lift assist" back to their feet from the floor or from a bathroom, but people have called for as little as having a firefighter retrieve an out of reach TV remote control.

It is costly to provide this service for people who repeatedly call and strain the emergency services the FD provides. A proposed fee structure has been developed for your review, and if approved by the Government Operations Committee, the FD would like to move forward with the formal City Council approval process and implementation.

The background memorandum from the March meeting is included, as well as a draft Council Action page and Council Order

FD staff will be present at the meeting to answer any questions or concerns.

## Memorandum

To: Government Operations Committee  
From: Paul Nicklas, Assistant City Solicitor  
Date: March 21, 2016  
Re: Fee for Emergency Service - No Transport

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The Fire Department is experiencing increased requests for emergency assistance where no transport is required. Most of these calls are for people who are not injured, but are unable to help themselves. The most common calls are for a "lift assist" back to their feet from the floor or from a bathroom, but people have called for as little as having a firefighter retrieve an out of reach TV remote control.

In 2015, a single person generated 171 calls for assistance; there are several similar examples. Sometimes one person will call as many as 5 times per day. Many of the requests originate from 911 calls or medical call button activations, so the Fire Department's emergency medical personnel must respond to assist and evaluate.

The increase in these requests appears to come from several sources. For varying reasons, many disabled or aging people are electing to stay at home rather than move to a healthcare facility, even after they are no longer able to care for themselves. Also, several area healthcare facilities have instituted "no lift" policies for staff. Workers at these facilities have started calling the Fire Department for lift assists.

It is costly to provide lift assists and other non-medical assistance to people on a repeated basis. At present, the Fire Department invoices for emergency medical transportation services, but there is no fee structure for services when there is no medical transport. Furthermore, most of these calls require multiple FD resources (rescue truck & fire truck) since the people are obese or in precarious positions. Trending in the call volume suggests these service requests will continue to increase into the future.

The Fire Department would like to discuss instituting a charge for service when no transportation is required or requested. A graduated fee, with no or a reduced cost for the first few requests, and based on the cost to the City for service thereafter, would balance the legitimate needs of citizens with recognition of the limited resources of the Department. The focus of a fee would be on uncontrolled repeated requests and institutions with no lift policies.

While a need does exist for assistance for those unable to perform certain tasks, the Fire Department is not always the appropriate institution to be filling that need. The Fire Department is intended to be an emergency services department, not a way for people and institutions to get no-cost, non-medical assistance at City expense. The proposed fee would encourage individuals and institutions to seek help from more appropriate sources, or at least compensate the Fire Department for its costs in providing assistance.

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**COUNCIL ACTION**

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**Item No.**

**Date:** June 13, 2016

**Item/Subject:** ORDER, Amending the Schedule of Fees - Fire - EMS No Transport

**Responsible Department:** Fire

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**Commentary:**

This Order would create a fee structure for emergency medical services (EMS) calls where no transport is required.

The Fire Department is experiencing increased requests for emergency assistance where no transport is required. The current billing structure does not allow charging a fee unless a person is transported to a medical facility. Most of these calls are for people who are not injured, but are unable to help themselves. The most common calls are for a "lift assist" back to their feet from the floor or from a bathroom, but people have called for as little as having a firefighter retrieve an out of reach TV remote control.

It is costly to provide this service for people who repeatedly call and strain the emergency services the FD provides. While the Fire Department expects the occasional call, EMS services are not intended to be a free lift assistance service for repeated individual or institutional calls. A proposed fee structure has been developed, with a graduated rate based on the number of calls each year and the number of vehicles responding.

This item was discussed at Government Operations Committee meetings on March 21 and June 6, 2016.

\_\_\_\_\_  
Department Head

**Manager's Comments:**

\_\_\_\_\_  
City Manager

**Associated Information:** Order

**Budget Approval:**

\_\_\_\_\_  
Finance Director

**Legal Approval:**

\_\_\_\_\_  
City Solicitor

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**Introduced for**

- Passage
- First Reading
- Referral



Assigned to Councilor

# CITY OF BANGOR

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**ORDER**, Amending the Schedule of Fees - Fire - EMS No Transport

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

The Schedule of Fees, as authorized under Chapter 109 of the Code of the City of Bangor, is hereby amended as follows:

...

I. Fire and Emergency Medical Services.

...

(2) Emergency Medical Services Rates (No Transport)

§§ 28-39

a. Individual

<u>0-3 requests per year</u>	<u>\$ 0 per vehicle for each request</u>
<u>4-8 requests per year</u>	<u>\$ 25 per vehicle for each request</u>
<u>9 or more requests per year</u>	<u>\$ 125 per vehicle for each request</u>

b. Institution

<u>0-3 requests per year</u>	<u>\$ 25 per vehicle for each request</u>
<u>4 or more requests per year</u>	<u>\$ 125 per vehicle for each request</u>

For example, an institution making 7 requests in a year, where each request required 2 vehicles, would owe \$1,150 in total: \$50 each for the first three requests, and \$250 each for the other four requests.

(3) False Fire Alarms

Additions are underlined.

## MEMORANDUM

TO: Government Operations Committee

FROM: Tracy Willette, Director  
Parks and Recreation

SUBJ: Friends of the Lower Kenduskeag Stream

DATE: June 1, 2016

Over the past few months, a group of citizen volunteers has organized for the purpose of assisting with the upkeep and oversight of a downtown section of the Kenduskeag Stream Trail. Specifically, their focus has been the section from the Franklin Street Trail head to a point where the trail crosses Harlow Street. For reference, the trail has been identified as starting near the Pickering Square parking garage and ends at a point upstream along Valley Avenue.

The group has been very active with work days as well as daily monitoring of the aforementioned section of trail. It has been an energetic group with a sustained membership over the past several months. They have also started to garner positive attention with downtown merchants and residents.

Given it appears the group is willing to work with the City for the foreseeable future, staff would like to continue to work with the group. The group has been a positive resource already and we would like to explore possible grants cooperatively with them.

Staff is asking for the committee's approval to continue the process to work with the Friends of the Lower Kenduskeag. Included is a draft Council Order for your review. Myself as well as Sean Gambrel, who is representing the Friends of the Lower Kenduskeag Steam, will be at your meeting to answer any questions you may have.

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**COUNCIL ACTION**

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**Item No.**

**Date:** June 13, 2016

**Item/Subject:** Authorizing the Parks and Recreation Department to Work with the Friends of the Lower Kenduskeag Stream (FOLKS) involving Trail Maintenance and Repair

**Responsible Department:** Parks and Recreation

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**Commentary:** A group of citizen volunteers has organized for the purpose of assisting the City with maintenance and repair of a downtown section of the Kenduskeag Stream Trail. Specifically, the work would occur on the section of the trail between Franklin Street and Harlow Street. The group has maintained a consistent and strong membership for several months. This order would authorize City staff to continue working with the group on maintenance and repair activities as well as authorize fundraising efforts for larger projects, if needed.

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\_\_\_\_\_  
Department Head

**Manager's Comments:**

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\_\_\_\_\_  
City Manager

**Associated Information:** Order

**Budget Approval:**

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\_\_\_\_\_  
Finance Director

**Legal Approval:**

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\_\_\_\_\_  
City Solicitor

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**Introduced for**

Passage  
 First Reading  
 Referral

Page \_\_ of \_\_



Assigned to

## CITY OF BANGOR

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**(TITLE.)** ORDER, Authorizing the Parks and Recreation Department to Work with the Friends of the Lower Kenduskeag Stream (FOLKS) involving Trail Maintenance and Repair

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

1. The Parks and Recreation Department is hereby authorized to work with the group Friends of the Lower Kenduskeag Stream for the purpose of assisting with repairs and maintenance of the section of the Kenduskeag Stream Trail from Franklin Street to Harlow Street ; and
2. If necessary, fundraising efforts to assist with the costs of this effort are hereby authorized, and the Finance Director is hereby authorized to accept such donations; and
3. The Parks and Recreation Director or his designee is authorized to work with those volunteers/individuals involved with this effort to complete the work intended including incidental use of Department funds, materials, supplies, and City equipment; and
4. The Finance Director shall establish such procedures as she deems necessary to insure that any donated funds, goods, or services that are eligible for a tax deduction are appropriately received and accounted for and are used specifically for the purpose intended by the donors.