

TENTATIVE AGENDA
ORGANIZATIONAL AND REGULAR COUNCIL MEETING
MONDAY, NOVEMBER 13, 2017 at 7:00 PM

*****Note DATE and TIME Change*****

‘This is a fragrance free building. Please help us to accommodate our co-workers and clients who are chemically sensitive to fragrances and other scented products. Thank you for not wearing perfume, aftershave, scented hand lotion, fragranced hair products, and or similar products.’

1. Roll Call
2. Adjustments to the Agenda
3. Pledge of Allegiance
4. Approval of the Minutes of the October 26, 2017 Regular Town Council Meeting

OLD BUSINESS

NEW BUSINESS

5. ORDER #286-2017 Ratify the 2017 General Election Results
6. Swearing in of New Town Council Members
7. Swearing in of New School Board Members
8. Open the Floor to Nominations for Council Chair
9. ORDER #287-2017 Election of New Town Council Chair
10. ORDER #288-2017 Re-Adoption of the Town Council Procedures Policy *Amended 12/8/2016
11. Special Presentation: NONE
12. Town Manager's Report
13. ORDER #289-2017 Execution of the Warrant for November 2, 2017
14. ORDER #290-2017 Execution of the Warrant for November 9, 2017
15. ORDER #291-2017 Acceptance of Elevator Contract
16. ORDER #292-2017 Election to the Municipal Review Committee (MRC)
17. ORDER #293-2017 Approval of Snowmobile Trail Maintenance Application to the Maine Department of Conservation
18. ORDER #294-2017 Abatement of Sewer Fees at 1 Grove Street
19. ORDER #295-2017 Abatement of Sewer Fees at 39 Birch Street
20. ORDER #296-2017 Abatement of Sewer Fees at 298 Bates Street
21. ORDER #297-2017 Deposit of Funds
22. ORDER #298-2017 Transfer of Funds

23. Reports and Communications:

- a. Warrant Committee for the November 27, 2017 Council Meeting will be Councilor Clark and Councilor Golieb
- b. Chair's Committees Reports
- c. Two Minute Public Comment

24. Adjournment

October 26, 2017

The Regular Meeting of the Millinocket Town Council was brought to order by Chair Madore in Council Chambers at 4:30pm,

Roll Call:

Town Council Members Present:

Clark	Pelletier
Madore	Pray
McEwen	Stratton

Also present at the Regular Town Council Meeting; Town Manager John Davis, Town Clerk Diana M. Campbell, Waste Water Chief Operator James Charette, Tax Collector Jesse Dumais, and 41 public.

Pledge of Allegiance

Adjustments to the Agenda:

*Remove Order #277-2017

*Additions to the Manager's Report.

Approval of the Minutes for October 12, 2017 Executive Session and the October 12, 2017 Regular Town Council Meeting

Motion- Stratton

Second- McEwen

Vote 6-0

Special Presentation:

RESOLVE #15-2017 Proclamation Honoring Richard (Dick) Angotti **FOR HIS AWARD FOR VOLUNTEERISM AT THE 2017 "2 THOSE WHO CARE" CEREMONY**

WHEREAS, the annual "2 THOSE WHO CARE" awards are hosted by WLBZ Channel 2; and,
WHEREAS, Dick was nominated by Warren Steward to be a recipient of "2 Those Who Care" 2017 award for his more than 40 years of volunteerism in helping churches put on choral concerts and assisting with school concerts and musicals; and,

WHEREAS, Dick helps students with lighting, building sets, and sound engineering at the Stearns Jr./Sr. High School – even purchasing and donating equipment; and,

WHEREAS, volunteers show every day through their actions that they truly care about their communities and the people who live in them; and,

WHEREAS, towns continue to rely of the efforts of volunteers to enrich our communities and the voluntary sector is increasingly recognized as the third partner with government and business in building strong neighborhoods; and.

WHEREAS, it is not only the receiver who benefits from the service of volunteers, but the giver who acquires skills, meets goals, and reaps a personal sense of well-being; and,

WHEREAS, over the years Dick's yearly commitment in time has ranged from 800 to 1,600 hours for the Performing Arts, numerous hours as a trustee of the First Congregational Church, as well as six years as a Town Councilor;

NOW THEREFORE, BE IT RESOLVED, that the Millinocket Town Council, in Council assembled of October 26th, 2017, does hereby recognize, honor, and congratulate Richard (Mr. A) for his more than 40 years of volunteerism.

Motion-Pelletier

Second-Clark

Vote 6-0

Chair Madore spoke kind words of Mr. Angotti while congratulating him on receiving a 2 Those Who Care award and thanking him for his strong leadership and volunteerism in our community.

NEW BUSINESS:

Town Manager's Report:

*Regular Council Organizational Meeting to be held in Council Chambers on Monday, November 13, 2017 at 7:00 pm and Regular Council Meeting on Monday, November 27, 2017 at 4:30 pm due to Thanksgiving holiday.

*Recommends extension deadline for Stephen Cote for property cleanup of fire damage on York Street to be implemented with penalty if surpasses the date of November 1, 2017.

*Department reports:

- The Pines pump station is completed.

- The snow blower for Public Works has arrived.

- The plow truck bids have been examined and Ralph is still compiling information to decide which one to recommend. We are stilling waiting on paving.

- The Transfer Station has processed 273 less tons of trash compared to this time last year,

- The Town is working with a company to try to get the brush pile ground up and mixed in with the compost.

- Olver Associates is in the process of sending out Request for Proposals (RFP) to various companies to bid on the replacement of the generator at the Wastewater Treatment Plant.

- Chief Kenyon has been awarded a \$12,222 grant through the Penobscot County Emergency Agency under the State of Maine's FY17 Homeland Security Grant Program to improve preparedness and response capabilities for Homeland Security related events in the State of Maine. I applaud the Chief as well as the rest of the department heads for their aggressive approach and success in acquiring grants.

- The Clerk's office reports 90 requests for absentee ballots, dog tags and Transfer Site permits as well as snowmobile stickers are available for 2018.

- The Tax Collector will be mailing out wastewater bills on Friday, October 27, 2017 payment is due by November 27, and interest on unpaid bills will begin to accrue on November 28, 2017.

- *Anticipates Fiberight to begin procedures in 2018 as scheduled, attached a copy of the Agenda for the upcoming meeting of the MRC Board of Directors on October 25, 2017 along with a newsletter article depicting the progress of the Fiberight plant and operation procedure.

- *Katahdin Health Center will soon be looking for occupancy adding business to their new addition to the facility.

- *Informs 2017 marks the 57th anniversary of the Nation Forest Products Week observed since 1960 celebrating the importance of forests and forest product to the nation's economy and welfare, notes invites went out to some businesses mentioned in attached article to visit the old mill site for those interested in expanding their business.

- *Shares the Marathon committee is looking for volunteers

- *Attached a copy of the current Peddler's Ordinance to overview for direction to amend to allow sales of manufactured items.

- *States a signed thirty (30) day notice should confirm for any Town Tax Acquired property a clear title for demolition.

- *Suggests the Council revisit the demolition of 10 High Street since inquiries of 8 High Street as well have been shown interest as of late for bids, looking for direction.

- *The Northern Forest Center, a company based out of New Hampshire, is looking to raise monies with the intent to renovate homes within walking distance from the downtown area and rent as a Millinocket Housing Program in hopes to attract young people.

- *Looks for direction inquiring to proceed with an Order to purchase an Ad in support of the Marathon and a Half, discussion concluded with a Unanimous vote to direct the Town Manager to proceed with an order to purchase an Ad in support of the Marathon and a Half.

Councilor Pelletier affirms to the extension deadline on York Street, glad to see the department head reports, in favor of selling manufactured items for peddlers, suggests resolve High Street properties before demolition, agrees to the purchase of an ad for the marathon be brought to an order.

Councilor Clark agrees with Councilor Pelletier with all topics being straight forward, suggests putting both 8 and 10 High Street properties out to bid.

Councilor McEwen agrees to the extension deadline for Mr. Stephen Cote as well as penalties if deadline is not met, good things are happening pertaining to all department head reports, encourages all to volunteer and help as much as you can in support of the Marathon and a Half, approves to put 8 and 10 High Street back out

to bid, good to see the addition at Katahdin Health Center, inquires if manufactured Maine Made products are to be allowed for peddling purposes in current ordinance while noting products for Maine Made sale only on a small scale.

Councilor Stratton glad to see the department reports, inquires the delay of paving, glad to see deadline for the property clean-up on York Street, hopeful the delay of Fiberight does not bring the Town additional charges, would like to see peddlers able to sell local sauces, offers volunteer services for the Marathon and a Half.

Councilor Pray agrees with majority of the council statements adding in more detail inquiring the Town Manager to look into the availability of Community Block grants from Penobscot and Piscataquis Counties, glad to see Transfer Permits are available and anticipates the community to continue to recycle more, clarifies Fiberight has stated there will be no extra costs to the Towns if they are not up and running by determined date, agrees that 8 and 10 High Street should be put back out to bid, shares his concerns with the looseness of the current ordinance pertaining to items to be sold as Peddlers suggesting a revision for clarification to state Maine Made merchandised only products to be allowed while noting a revisiting of fees to be charge is necessary with the anticipation for more policing of products.

Councilor Madore agrees that the extension deadline with late fees for Mr. Cote is necessary, applauds all who recycle to keep costs down, commends Chief Kenyon on the received grant monies, shares his appreciation for the Town Managers intension for reaching out to forest product industries to share with those who may be interested in rentable space in our community for a place of business, anticipates more volunteers to assist with the Marathon and a Half, agrees the high Street properties should be put back out to bid, Millinocket housing project is rehabilitating currently run down properties in the downtown area in hopes to return to and retain a walking community for businesses and residents.

Councilor McEwen inquires for clarification for upcoming meetings pertaining to the fireworks ordinance. Chair Madore states Mr. Filauro is working on setting up meetings while noting those meetings will be publically advertised.

ORDINANCE #1-2017 PROVIDING FOR: Amendment to Chapter 75, General Assistance, Code of the Town of Millinocket in Compliance with Title 22 M.R.S.A. §4305(4)

BE IT ORDAINED by the Town Council of Millinocket in Town Council assembled that the Millinocket Code, Chapter 75, Appendices A - D be amended per the attached appendix.

IT IS FURTHER ORDERED that this ordinance take effect 30 days after enactment.

Motion-Stratton Second- Pray **1st Reading-10/12/2017**

Motion-Clark Second- Stratton **2nd Reading-10/26/2017 Vote 6-0**

Councilor Clark clarifies the General Assistance ordinance is updated every year by State law.

***REMOVED FROM AGENDA-ORDER #277-2017 PROVIDING FOR:** Execution of the Warrant for October 12, 2017

IT IS ORDERED that the Warrant for October 12, 2017 in the amount of \$_____ is hereby approved.

ORDER# 278-2017 PROVIDING FOR: Execution of the Warrant for October 26, 2017

IT IS ORDERED that the Warrant for October 26, 2017 in the amount of \$242,955.69 is hereby approved.

Motion- McEwen Second-Stratton **Vote 6-0**

ORDER #279-2017 PROVIDING FOR: Approval of an Application for Reappointment to the Planning Board

IT IS ORDERED that Albert Berube is reappointed to serve as a member on the Planning Board for a 5 year term expiring October 31, 2022.

Motion-Stratton Second-McEwen **Vote 6-0**

ORDER #280-2017 PROVIDING FOR: Expenditure of funds to support the Performing Arts Program.

IT IS ORDERED that the Millinocket Town Council authorizes the expenditure of funds from Account E0112-4401, Admin.-Bus./Expense Misc., in the amount of \$25 to support a one-quarter page ad to sponsor

the Millinocket Performing Arts Department, made up of students from Stearns and Schenck, in their rendition of the play "Annie".

NOTE: If this order is approved, the balance in Account E0112-4401 will be \$1,269.89.

Motion-Pray Second-Clark Vote 6-0

Councilor states he will personally match the Town's donation of \$25.00 (twenty-five dollars)

ORDER #281-2017 PROVIDING FOR: Transfer of funds to the Library's endowment fund.

IT IS ORDERED: that the Millinocket Town Council authorizes the transfer of funds in the amount of \$9,386.26 from Account R0101-0926 (General Government/Transfer Fund Balance), to Account E0501-1521 (Library/Prior FY Contract).

Motion-Pelletier Second-Stratton Vote 6-0

RESOVLE #16-2017 RESOLUTION Authorizing the Exercise of the Put Option Set Forth in the Sixth Amended and Restated Agreement of Limited Partnership of Penobscot Energy Recovery Company, Limited Partnership

RESOLVED, by the Millinocket Town Council, that:

Pursuant to Section 9.3 the Sixth Amended and Restated Agreement of Limited Partnership of Penobscot Energy Recovery Company, Limited Partnership (the "PERC Partnership Agreement"), as an Equity Charter Municipality as defined therein, Millinocket hereby elects to exercise the Put Option described therein whereby the Corporation is electing to require that the Penobscot Energy Recover Company, Limited Partnership ("PERC") repurchase the Association's limited partnership interest in PERC in exchange for a cash payment equal to Millinocket's proportionate share of One Million Five Hundred Thousand Dollars (\$1,500,000), which represents the agreed upon aggregate value of all limited partnership interests held by and other similarly situated Equity Charter Members of the Municipal Review Committee.

NOW, THEREFORE, BE IT HEREBY VOTED AND ORDERED BY

THE: Millinocket Town Council

The Town Council or its designee or designees is authorized as a representative of the town to execute and deliver on behalf of the town such documents and to take such further actions as they may deem necessary or appropriate in order to exercise the above-described Put Option and to assign their limited partnership interests to PERC as contemplated thereby.

Dated this 26th day of October 2017, in Millinocket, Maine.

Millinocket Town Council

Motion- Clark Second-Pray Vote 6-0

Councilor Clark inquires what happens to the monies,

Councilor Pray clarifies the monies may potentially diminish in value if the Town does not take those monies while the value is high.

ORDER #282-2017 PROVIDING FOR: Intervenor status.

IT IS ORDERED that the Millinocket Town Council request intervenor status on Emera Maine's proposal for an increase of 4 to 5% per home in the Distribution Rate. Based on a typical usage of 500KWh per month, this equates to a \$3.60 increase to the typical residence.

Motion-McEwen

Second-Clark

Vote 6-0

Councilor Pray inquired for the Town of Millinocket to request for Intervenor Status on Emera Maine's proposal for an increase on the distribution rate for electric usage explaining intervenor status allows the Town to be involved with communications prior to changes.

ORDER #283-2017 PROVIDING FOR: Authorization to write off personal property taxes.

IT IS ORDERED that the Millinocket Town Council authorizes the Tax Collector to write off personal property taxes for Berlin Windward Petroleum Inc. in the amount \$981.68 for Fiscal years 2013, 2014, and 2015.

NOTE: These taxes have been deemed uncollectible and the request has been made in order to clean this account up.

Motion-Pray

Second-Stratton

Vote 5-1 (Opposed-Clark)

Council discussion along with Tax Collector Jesse Dumais concluded with Personal Property taxes are deemed uncollectable due to not having the appropriate evidence to affirm the property was there to be accessed to begin with while clarifying the Town Assessor can only correct assessment up to two (2) years.

ORDER #284-2017 **PROVIDING FOR:** Authorization for the Town Manager to execute and file all the necessary paperwork and deeds to complete the sale of a tax acquired property.

IT IS ORDERED that the Town Manager be granted authorization to execute and file all the necessary paperwork, including signing a Municipal Release Deed to complete the sale of a tax acquired property located on 61 Eastland Avenue, Map U09-Lot080, Millinocket, Maine, to Shannon James Ray Puckett, 153 Wassau Street Apt. 3, Millinocket, Maine.

IT IS FURTHER ORDERED that the Tax Collector and/or Treasurer be authorized to abate all remaining taxes, sewer fees, and other expenses on the above mentioned property.

All C & D waste will be handled in accordance with the Special Requirements for the Sale of Property.

Any tenant remaining in the property shall be the responsibility of the bidder to evict or manage.

NOTE: Four bids were received for this property which a total amount has owed of \$5,554.06.

Shannon James Ray Puckett - \$6,000.00

Karen Woodbury and Carl Preble - \$10.00

Nicolas Nason - \$1,000.00

Joshua L. Saint - \$5,555.00

The Council voted to see the house to Shannon James Ray.

Motion-Stratton

Second-McEwen

Vote 6-0

ORDER #285-2017 **PROVIDING FOR:** Closure of streets for Millinocket Marathon and a Half.

IT IS ORDERED that the following streets be closed at the following times:

Penobscot Avenue from the Post Office to the top of Veterans Memorial Park from the hours of 8:00 a.m. to 4:00 p.m. on December 9th.

Poplar Street from Veterans Memorial Park to the intersection of Poplar Street and the entrance to the Golden Road from 10:00 a.m. to 11:00 a.m. to accommodate the 10:00 a.m. start of the first group of runners and 10:30 a.m. for the start of the second group of runners.

Motion-Pray

Second-Stratton

Vote 6-0

Reports and Communications:

- a) Warrant Committee for the November 13, 2017 Council Meeting will be Councilor Pelletier and Councilor Stratton

- b) Chair's Committees Reports:
-Councilor Clark informs a Veterans Breakfast Celebration Appreciation Day will be held on November 2, 2017 at 7:45 AM sponsored by Stearns JH/HS, also informs the Christmas parade and party will be held on December 2, 2017 starting at Veterans Memorial Park.
-Councilor McEwen informs the next Economic Development Committee will meet November 14, 2017, anticipates discussion with designlab pertaining to updates to the Town's website with additions of the survey to be available on the website for community members as well as visitors and seasonal residence, encourages the community to join students and staff in celebration by wearing red, white, and blue in support of Veterans.
- c) Two Minute Public Comment:
-Jennifer Murray, 61 Elm Street, in support of officer safety while suggesting the Town consider two officers be on duty especially at night, concerns of officer safety while working alone.
Richard Grunthauler, 373 Penobscot Ave, shares his concerns with having only one police officer on duty through the night shift, he expresses his worries for those who have to work alone while understanding the required budget cuts asked of the department he states it is time to revisit those cuts for those cuts do not support a safe working environment for the community's police officers.
- d) Motion to adjourn at 5:40 p.m. –Stratton Second –McEwen Vote 6-0

ORDER #286-2017

PROVIDING FOR: Ratification of the November 7, 2017 General Election Results

IT IS ORDERED that the results of the November 7, 2017 General Election are hereby ratified as attached.

Passed by the Town Council _____

Attest: _____

NOVEMBER 7, 2017 GENERAL & REFERENDUM ELECTION RESULTS

TOTAL VOTES CAST: 1213

MUNICIPAL RESULTS:

TOWN COUNCIL 3 YEAR TERM: VOTE FOR 3

MADORE, MICHAEL A.	872
PELLETIER, LOUIS R.	954
STRATTON, GILDA	821
WRITE-IN	102
WRITE-IN	33
WRITE-IN	13
BLANK VOTES	844

TOWN COUNCIL 1 YEAR TERM: VOTE FOR 1

BUSQUE, JIMMY	509
GOLIEB, STEVEN	643
WRITE-IN	18
BLANK VOTES	43

SCHOOL BOARD 3 YEAR TERM: VOTE FOR 2

ANGOTTI, RICHARD W. JR	707
CROWLEY, MICHAEL	836
GREGORY, KEVIN	576
WRITE-IN	9
WRITE-IN	1
BLANK VOTES	297

PROVIDING FOR: Election of Town Council Chairman

IT IS ORDERED that the Millinocket Town Council elects _____
as its Chairman for a one-year term commencing on November 13, 2017, and
ending in November of 2018, or until his successor is duly elected.

PASSED BY THE COUNCIL: _____

ATTEST: _____

ORDER #288-2017

PROVIDING FOR: Acceptance of Town Council Procedure Policy.

IT IS ORDERED that the Millinocket Town Council adopt the Town Council Meeting Procedure Policy amended on December 6, 2016, a copy of which is attached to this order.

PASSED BY THE COUNCIL: _____

ATTEST: _____

PROVIDING FOR: Amendments to the Town Council Meeting Procedure Policy.

IT IS ORDERED that the Millinocket Town Council add the following amendments to the Town Council Meeting Procedure Policy:

Section 4 – Business Items.

- Below Item A – “Roll Call of Members,” Add Item A1, “Recital of the Pledge of Allegiance.”
- Change Item G to State- “There will be a separate warrant for pass through accounts.”
- The current Item G “Upload packet to the Town’s Website,” will become Item H.

Section 7 – Agendas.

- Add the Town’s Website to the list of places the agenda will be posted.

Section 11 – Special/Emergency Meetings.

- Add available to the last sentence –“The Town Council may meet upon shorter notice in emergency session by unanimous consent of its available members with such decision to be recorded in the minutes of such meeting.”

Section 14 – Changes/Amendments to Procedures.

- Amend the last sentence to read – These procedures may be formally amended through the submission and consideration of a written Order adopted by a majority plus one of the Council.

A fifteen-minute period for members of the public to speak on any issue will be added to the end of the Regular Council Meeting Agenda. Each member of the public will be allowed to speak for a period of not more than two minutes and the Council shall not enter into a debate or a question and answer session.

ATTEST: Dorianne Campbell

PASSED BY THE COUNCIL:

12/8/16



TOWN OF MILLINOCKET

TOWN COUNCIL MEETING PROCEDURE POLICY

The Millinocket Town Council hereby adopts the following Town Council Meeting Procedure Policy:

Section 1— Intent. It is the intent of this policy to provide a general guideline on the conduct of business by the Town Council. It is not intended to conflict with the Town Charter or to be rigid in its application. The Chairperson is given latitude in its administration.

Section 2 — Quorum. A majority of the full Council shall constitute a quorum for the conduct of business.

Section 3 — Action by Council. For an item of business to be approved, a majority of the quorum present and voting must be in the affirmative, except for matters requiring a majority vote of the entire Council specifically addressed in the Town Charter.

Section 4 — Business Items. Items to be considered by the Council will be placed on a written agenda and may include the following:

- A. Roll call of members.
- B. Approval of the minutes of the preceding meeting(s) with or without corrections.
- C. Special Presentations (15 minutes)
- D. Town Manager's Report
- E. Unfinished business.
- F. New business.
- G. Upload packet to Town's website.

Section 5 — Presiding Officer. The presiding officer shall be the Chairperson.

- A. Duties of the Chairperson. The Chairperson shall preside at all meetings; preserve decorum and order; speak to points of order in preference to other members and decide such matters, subject to appeal of the entire Council by motion and second which may override the decision of the Chair; call and declare all votes; and perform other functions, presiding or ceremonial in nature, consistent with the position.
- B. In the absence of the Chairperson, the Town Clerk shall call the meeting to order; cause the roll to be called; and, upon a quorum being present, preside over the election of a Chairperson pro tempore.

Section 6 — Actions. The Council shall act by ordinance, order, or resolve per the Town Charter. Except for appropriation orders and resolves, all such ordinances, orders, and resolves shall be confined to one subject, which shall be clearly expressed in the title. Council members or the town manager may propose ordinances, orders, or resolves. All proposed actions shall be in written format, unless the Council decides otherwise or if the action is procedural in nature.

- A. All by-laws passed by the Town Council shall be termed "Ordinances" and the enacting style shall be: "Be it ordained by the Town Council of the Town of Millinocket, in Town Council assembled..."
- B. All votes of command shall be termed "Orders" and the enacting style shall be: "It is ordered..."
- C. All votes of opinions, principles, facts, or purposes shall be "Resolves" and the enacting style shall be: "Resolved..."
- D. The Chairperson shall appoint all special committees unless otherwise directed by the Council.

Section 7 — Agendas. The town clerk shall be responsible for establishing the agenda in coordination with the Council Chairperson and the town manager. Meeting agendas will be distributed to all members at least 48 hours prior to the called meeting. Agendas will be posted at the Municipal Office and also be advertised, when possible, in a local paper.

Section 8 — Motions, Debate, and Voting. The following process shall be used in considering a question.

- A. Every member present shall vote on each matter, unless such member shall be excused or excuse him/herself due to a conflict of interest or other special reason.

Section 9 — Public Participation. Public attendance and participation at meetings is encouraged and valued, within reasonable guidelines that promote the accomplishment of business by the Council. Any person wishing to address the Town Council will be given the opportunity to do so in accordance with the following procedures:

- A. Public comment shall be solicited and allowed during the discussion of each agenda item at the discretion of the Chairperson. Such public input will be received after Council and staff discussion and Council and staff will be allowed to respond to the public comments. The Chairperson may impose time limits in order to allow for as many as possible to make comments and/or to provide for the timely transaction of business. Members of the public will address the Council from the podium after stating their name and address. Comment will be limited to the subject under discussion and be limited to no more than three (3) minutes.
- B. Public comment during workshop sessions of the Council is not generally allowed unless provided by the order authorizing the session or unless solicited by the Council.

Section 10 – Parliamentary Procedure. Unless otherwise stated in this policy or changed by action of the Council, *Roberts Rules of Order* shall be used as the applicable parliamentary procedure of the Council.

Section 11 – Special/Emergency Meetings. Special meetings may be called by the Chairperson or, in the case of his/her absence, disability, or refusal, by a majority of the Council. Notice of such meeting shall be served in person upon, or left at the residence of, each member of the Town Council and of the Town Manager at least 24 hours before the scheduled time of the meeting. The Town Council may meet upon shorter notice in emergency session by unanimous consent of *all* its member with such decision to be recorded in the minutes of such meeting.

Section 12 – Workshop Meetings. At any Council meeting, a majority of the Council may vote to hold workshop meetings at a scheduled time for a specific purpose.

Section 13 – Special Presentations by the Public. Special Presentations by the public to the Council shall be limited to no more than one (1) per meeting. At the discretion of the Chairperson, Special Presentations may be made by members of the public to the Town Council, provided that:

- A. The presentation is related to Town business; and,
- B. The presentation is limited to no more than fifteen (15) minutes; and,
- C. A list of all speakers who will participate in the presentation is furnished to the Town Manager no later than Friday before the Council meeting so that they can be listed on the agenda.

Provided such presentations are requested by Friday of the week preceding a Council meeting, nothing in this Section shall limit the number of Special Presentations made to the Council at any meeting by a member of the Town Council, the Town Manager, the Town Attorney, Town staff, or others in the conduct of their business with the Town such as engineers, auditors, etc., provided that the Chairperson approves such request(s).

Section 14 – Changes/Amendments to Procedures. These procedures shall not be dispensed without the unanimous consent of the members present and said dispensation shall apply only to the matter under discussion at the time. These procedures may be formally amended through the submission and consideration of a written Order adopted by a majority of the Council.

Amended 01/26/2006
Amended 09/26/2007
Amended 12/7/2015

TOWN OF MILLINOCKET

John Davis, Town Manager

197 Penobscot Avenue, Millinocket, Maine 04462

Telephone 207-723-7000 FAX 207-723-7002

Web Site: www.millinocket.org

Town Manager's Report November 13, 2017

- 1. Next Regular Council Meetings –held in Council Chambers at 4:30 p.m.**
 - A. November 27, 2017**
 - B. December 14, 2017**
- 2. Intervenor Status-**I have filled out the necessary information on the Public Utilities Commission's website and I am still waiting to hear back from someone as to whether or not Emera is going to allow Millinocket to file intervenor status. As you recall, the town was a month late with its filing and it is up to Emera to accept or reject the request.
- 3. Lot on 62 Katahdin Avenue-**Councilor Clark asked me to talk to the Timber Cruisers Snowmobile Club president John Raymond to see if selling the lot and allowing someone to build on it would affect the section of the snowmobile trail that runs across that lot. Mr. Raymond spoke with Bryant Davis who drags this portion of the trail, and Bryant informed him that leaving the lot vacant would allow a better chance to drag the trail and be more suitable for the passage of snowmobiles to the business district. There were also some safety issues involved.
- 4. Insurance Rate Increase-**The Town's health care plan for 2018 is only increasing 2% compared to over 9% last year. This is great news that will save the Town money since we had budgeted for a 10% increase for FY18.
- 5. Municipal Review Committee (MRC)-**At the last meeting, I talked about the \$27,000 the Town will be getting because of exercising its put option. I forgot to mention that we would be receiving an additional \$21,000 from a debt service. PERC will

TOWN OF MILLINOCKET

John Davis, Town Manager

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be making the last payment on a loan in December and these reserves are no longer needed to secure the loan.

6. **House on York Street**-This is the house that burned down a couple of months ago. The owner had until November 2nd to clean up the debris. Obviously, this has not taken place, and since the person that owns the house lives in Connecticut, the Town Attorney has suggested that we ask him to sign the deed over to the town and we clean it up.
7. **Contractors Meeting on 11/7/2017**-There was a contractors meeting held on November 7th in the Manager's Office to go over some of the details that are expected to be in the bid package for the new generator at the Wastewater Treatment Plant. We had a large turnout and bids are due by Friday, November 17, at 11:a.m. The Council will award the bid at the November 27th meeting.
8. **Fireworks Ordinance**-We had talked about getting input from the public before we do anything with this. We can talk about some dates on Monday night to hold a public hearing.
9. **Peddlers Hill**-I have sent the present ordinance to Dean and asked him to tweak it to allow manufactured goods to be sold on Peddlers Hill.
10. **Article in Portland Press Herald**-The Chairman would like to talk about an article he took issue with in the Portland Press Herald concerning economic blight.
11. **Sale of Property**-Ten High Street and 100 Katahdin Avenue will be put out to bid this week or early next week. We have had a couple of inquiries about both of them.

TOWN OF MILLINOCKET

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Web Site: www.millinocket.org

12. Kovach Fire Truck-The last payment for this fire truck is on this week's warrant.

13. Agera Energy-The Human Resource Director and I talked to a representative of Agera Energy and explained to her that our contract with them was expiring at the end of the month and we would like a new offer to present to the Council on November 13th. We did not receive anything, so I am recommending we go back to the standard offer from Emera.

14. Maine Water Meter Reading Increase-The Town of Millinocket has been paying \$150/month for meter readings for many years. Starting this month, we will be charged \$1.66/read. This equates to an approximate increase of \$13,000/year. We will discuss this more at the Council meeting Monday evening.



Maine Municipal Employees Health Trust

60 COMMUNITY DRIVE AUGUSTA, MAINE 04330-9486 (207) 621-2645
www.mmeht.org

IMPORTANT NOTICE

To: Mr John Davis, Town Manager
Town of Millinocket
From: Gregory L'Heureux, Chair, Board of Trustees
Date: November 3, 2017
Re: 2018 Health Trust Rate Announcement – Non-Rated Groups

The Maine Municipal Employees Health Trust (MMEHT) Board of Trustees has established 2018 rates for its health, dental, life, vision, income protection, and long term disability plans. These rates will take effect on January 1, 2018. The Health Trust will mail a separate general rate and benefit plan change announcement to all Health Trust participants within the next few weeks.

This notice contains information on the following topics:

- 2018 Rate Adjustments by Benefit Plan Type
- 2018 Rate Adjustment – Medicare Retirees
- 2018 Health Plan Benefit Changes (enclosed as a separate announcement)

2018 Rate Adjustments – All Plans

The Health Trust announces the following 2018 rate adjustments by benefit plan type:

1. **Health Plans**
For all Non-Rated Groups: 2.0% increase for POS A and POS C plans
6.0% increase for POS 200 and all PPO plans
2. **Dental Plan** 3.0% increase (all groups)
3. **Vision Insurance Plan** 5.0% increase (all groups)
4. **Life Insurance Plan** No adjustment (all groups)
5. **Income Protection Plan** No adjustment (all groups)
6. **Long Term Disability Plan** No adjustment (all groups)

These rate adjustments will become effective January 1, 2018.

The health plan rate adjustments listed above apply to all Non-Rated Groups – that is, employer groups with 50 or fewer covered participants. Health plan premiums for the Individually Rated Groups (groups with more than 50 covered employees) will receive different adjustments, based upon the experience of the individual group. Rate adjustments for the Individually Rated Groups depend in part upon the group's own claims experience, and in part upon the experience of the Health Trust as a whole.

Each year, the Health Trust Board works with its actuary, benefit advisors, and staff to examine plan costs and set rates. This is accomplished by looking at the Health Trust's past claims experience, as well as future inflation trends that take into account increasing use of medical services, technology, prescription drugs, and cost shifting from underpayment of services by Medicaid and Medicare.

(over)

Based on historical data, as well as recent trends, health insurers in Maine are projecting that medical claims costs overall will increase by approximately 11% in 2018, and they are projecting that pharmacy claims costs will increase by about 12%. The Health Trust, on the other hand, has been fortunate to observe lower than average claims and pharmacy trends over the past year. This is due to a combination of factors, including careful financial and plan management, and a thoughtful process to reduce claims costs through measured changes in plan benefits. The Health Trust will be continuing these processes in 2018, through changes in prescription drug copays and coinsurance maximums, as outlined in the enclosed notice that was sent to all Health Trust participants in September.

As a result of these factors, we are pleased to provide Health Trust health plan members with significantly lower rate adjustments than are being seen in the general health insurance market. While we cannot know what the future holds, at this point we are able to share the Trust's good fortune with its members, by keeping rate adjustments at a very moderate level for 2018.

2018 Rate Adjustment – Medicare Retirees

The Health Trust is one of the few providers of health benefits in the state of Maine that will continue to cover employees as part of the group, even after they have retired. Eligible retirees under the age of 65 are eligible to continue the same coverage as active employees. Retirees age 65 and over, or those eligible for Medicare, are eligible for the Health Trust's Retiree Group Companion Plan coverage. This plan includes full prescription drug benefits, with the same prescription drug coverage as the active employee plans. Prescription drug costs currently make up about 70% of the total plan costs for the Medicare retirees participating in the Health Trust plan.

Because the premiums for these Medicare retirees are currently based in part upon the annual rate adjustments for the employer groups from which they retired, the monthly premiums for Medicare retirees vary widely. The Health Trust Board has determined that it is in the best interests of these retirees, and of the Trust as a whole, for these premiums to be brought more in line with actual claims experience for the entire group of Medicare retirees, rather than tying the annual rate adjustment for the retirees to the experience of the active employees. As a result, premiums for the Medicare retirees will be increasing in 2018, but not at the same percentage as premiums for active employees.

The Health Trust began the process of equalizing the monthly premiums for all Medicare retirees in 2016, and is continuing this process with the 2018 rate adjustments. Medicare retirees who retired from a **non-rated group** (an employer that currently covers 50 or fewer employees in a Health Trust health plan) will be assessed a rate increase of 4%.

Thank You for Your Support

As a member of the Health Trust, you are part of a group self-insured plan that is committed to providing its employer groups and participants with superior customer service and quality benefit plans, and to using its strength in numbers to take full advantage of cost saving opportunities in the health care market, today and in the future. **The Board of Trustees appreciates your commitment to the Trust.**

If you have any questions about the information contained in this notice, or if you would like additional information about any Health Trust program, please contact Anne Wright, Director, Health Trust Services, or Kristy Gould, Assistant Director, Health Trust Services, at 1-800-452-8786.

Health Trust Board of Trustees

Gregory L'Heureux, Chair (South Portland)
Kelly Karter, Secretary (Hampden)
Jonathan Carter, Trustee (Wells)
James Gailey, Trustee (Cumberland County)
Mark Green, Trustee (WHCA)

Martin Puckett, Vice Chair (Presque Isle)
Diane Barnes, Trustee (Lisbon)
Missy Flayhan, Trustee (Sanford)
Donald Gerrish, Trustee (Retiree)
Richard Metivier, Trustee (Retiree)

Dale Olmstead, Trustee (Retiree)



Maine Municipal Employees Health Trust

MONTHLY RATES
EFFECTIVE DATE: JANUARY 1, 2018

Health

	POS-A	POS-C	POS-200	PPO-500	PPO-1000	PPO-1500	PPO-2500
Single Person	\$1,186.59	\$1,044.20	\$956.96	\$925.31	\$886.20	\$804.11	\$734.38
Employee & Spouse	\$2,661.70	\$2,342.30	\$2,146.58	\$2,075.59	\$1,987.89	\$1,803.74	\$1,647.35
Employee & Child(ren)	\$1,936.18	\$1,703.84	\$1,561.46	\$1,509.84	\$1,446.03	\$1,312.08	\$1,198.32
Family	\$2,661.70	\$2,342.30	\$2,146.58	\$2,075.59	\$1,987.89	\$1,803.74	\$1,647.35

Retiree (with Medicare) - Retiree Group Companion Plan

Single Person	\$527.65
Two Person	\$1,055.29

¹ Dental

Single Person	\$43.36
Employee & Spouse	\$74.85
Employee & Child(ren)	\$142.86
Family	\$142.86

² Vision

Single Person	\$5.58
Employee & Spouse	\$11.15
Employee & Child(ren)	\$11.94
Family	\$19.09

Income Protection Plan (short term disability)

Employee may select 40%, 55% or 70% of annual salary
\$2.04 per month for each \$100 of monthly coverage

Long Term Disability

³ Employer Paid: \$0.40 per \$100 of covered payroll

⁴ Employee Paid: Age banded

Life Insurance

Basic Life (including AD&D)	\$0.30 per \$1,000 of coverage, per month
	No cost if enrolled in health insurance
Supplemental Life	\$0.30 per \$1,000 of coverage, per month
Dependent Life	Option A \$1.50
	Option B \$3.20

¹ - Dental coverage has no minimum participation requirement

² - Vision coverage has no minimum participation requirement

³ - Long Term Disability must have 100% enrollment if employer-paid

⁴ - Long Term Disability requires minimum 25% enrollment if employee-paid



Maine Municipal Employees Health Trust

60 COMMUNITY DRIVE AUGUSTA, MAINE 04330-9486 (207) 621-2645 www.mmeht.org

Important Notice **Health Trust Plan Benefit Changes** **Effective January 1, 2018**

To: Health Trust Participants
From: Gregory L'Heureux, Chair, Board of Trustees
Date: September 2017
Re: 2018 Health Trust Plan Benefit Changes

The Maine Municipal Employees Health Trust (MMEHT) Board of Trustees has approved making a number of plan design changes to the Health Trust health, dental, and vision plans. These changes will be effective January 1, 2018.

Why We Are Making These Changes

The Health Trust currently offers seven different health plans to its participating employer groups. These plans provide different levels of benefits to plan participants, with different deductibles, copays, and out-of-pocket expenses.

The POS A plan is the highest cost plan offered by the Trust. The PPO 2500 plan is the lowest cost plan. According to the Trust's actuary, there is only a 15% difference in the value of the benefits offered under these two plans, but the premium (cost) for the PPO 2500 plan is 40% lower than the POS A premium. This is also the case with the other lower cost plans (the POS 200, and all PPO plans) offered by the Health Trust: the premiums are less than the value of the benefits offered under each of these plans.

As a result, these plans are underpriced, and the Health Trust either needs to collect more premiums (through rate increases) or change the benefits. The Trust has for several years had a higher percentage rate increase for the lower cost plans than for the higher cost plans. This has helped, but it is a very slow process. For this reason, the Health Trust Board has decided to make some changes to the benefits offered under the health plans, as described below.

Prescription Drug Copays

Prescription drugs accounted for almost 25% of the cost for all Health Trust health plan claims in 2016. The Trust's actuary has told us that prescription drug costs will continue to increase every year for the foreseeable future, as more and more expensive drugs come to the market.

At the present time, all of the Health Trust's health plans offer the same prescription drug coverage, even though there is a 40% difference in premium costs between the highest cost plan offered by the Trust and the lowest cost plan. The Board determined that one way to bring the premiums and claims costs into better alignment would be to increase the prescription drug copays for the Trust's lower cost plans.

Other Changes

There will also be a change in the coinsurance maximum under all of the health plans, as shown in the chart on the next page. Coinsurance is a percentage that you will have to pay for certain claims, once you have met your deductible each calendar year. The Board decided not to make any changes to the health plan deductibles at this time, but your total out-of-pocket costs may increase, depending on how many claims you incur (and how much they cost).

The Health Trust will also be eliminating the reduced PCP copays for those members who use Providers of Distinction. In addition, if you are enrolled in the POS 200 plan, your PCP copay will increase from \$15 to \$20. These changes will all help to bring the Health Trust health plan benefits into better alignment with the current premium structure. The chart on the next page outlines the changes that will be made for each of the Health Trust plans.

Health Plan Changes Effective January 1, 2018

The Health Trust Board voted to make the following health plan design changes, effective January 1, 2018. Please refer to your own individual health plan, to see how these changes may affect you and your covered family members. For information on the current health plan designs, please log on to the Health Trust website, at www.mmeht.org.

Although the Board voted to increase the in-network coinsurance maximum for all seven health plans, there is no change to the deductible amount under any of the plans. The in-network out-of-pocket maximum amount shown in the chart below is the total of the in-network deductible and the in-network coinsurance maximum for each plan.

	PCP Copay	In-Network Coinsurance Maximum	In-Network Out-of-Pocket Maximum (Deductible + Coinsurance)	Prescription Drug Copays – 30 day supply *
POS A	No change	<u>From:</u> \$500 single / \$1,000 family <u>To:</u> \$1,000 single / \$2,000 family	<u>From:</u> \$500 single / \$1,000 family <u>To:</u> \$1,000 single / \$2,000 family	No change
POS C	<u>From:</u> \$10 Provider of Distinction/\$15 PCP <u>To:</u> \$15 PCP (no more Provider of Distinction)	<u>From:</u> \$1,000 single / \$2,000 family <u>To:</u> \$1,500 single / \$3,000 family	<u>From:</u> \$1,000 single / \$2,000 family <u>To:</u> \$1,500 single / \$3,000 family	No change
POS 200	<u>From:</u> \$10 Provider of Distinction/\$15 PCP <u>To:</u> \$20 PCP (increase PCP copay; no more Provider of Distinction)	<u>From:</u> \$1,000 single / \$2,000 family <u>To:</u> \$1,500 single / \$3,000 family	<u>From:</u> \$1,200 single / \$2,400 family <u>To:</u> \$1,700 single / \$3,400 family	<u>From:</u> \$4/\$10/\$30/\$50/\$60 <u>To:</u> \$8/\$15/\$35/\$60/\$80 (2x copay for 90 day supply via mail order)
PPO 500	<u>From:</u> \$10 Provider of Distinction/\$20 PCP <u>To:</u> \$20 PCP (no more Provider of Distinction)	<u>From:</u> \$1,000 single / \$2,000 family <u>To:</u> \$1,500 single / \$3,000 family	<u>From:</u> \$1,500 single / \$3,000 family <u>To:</u> \$2,000 single / \$4,000 family	<u>From:</u> \$4/\$10/\$30/\$50/\$60 <u>To:</u> \$8/\$15/\$35/\$60/\$80 (2x copay for 90 day supply via mail order)
PPO 1000	<u>From:</u> \$10 Provider of Distinction/\$20 PCP <u>To:</u> \$20 PCP (no more Provider of Distinction)	<u>From:</u> \$1,000 single / \$2,000 family <u>To:</u> \$1,500 single / \$3,000 family	<u>From:</u> \$2,000 single / \$4,000 family <u>To:</u> \$2,500 single / \$5,000 family	<u>From:</u> \$4/\$10/\$30/\$50/\$60 <u>To:</u> \$8/\$15/\$35/\$60/\$80 (2x copay for 90 day supply via mail order)
PPO 1500	<u>From:</u> \$15 Provider of Distinction/\$25 PCP <u>To:</u> \$25 PCP (no more Provider of Distinction)	<u>From:</u> \$1,500 single / \$3,000 family <u>To:</u> \$2,000 single / \$4,000 family	<u>From:</u> \$3,000 single / \$6,000 family <u>To:</u> \$3,500 single / \$7,000 family	<u>From:</u> \$4/\$10/\$30/\$50/\$60 <u>To:</u> \$8/\$15/\$35/\$60/\$80 (2x copay for 90 day supply via mail order)
PPO 2500	<u>From:</u> \$15 Provider of Distinction/\$25 PCP <u>To:</u> \$25 PCP (no more Provider of Distinction)	<u>From:</u> \$1,000 single / \$2,000 family <u>To:</u> \$2,000 single / \$4,000 family	<u>From:</u> \$3,500 single / \$7,000 family <u>To:</u> \$4,500 single / \$9,000 family	<u>From:</u> \$4/\$10/\$30/\$50/\$60 <u>To:</u> \$8/\$15/\$35/\$60/\$80 (2x copay for 90 day supply via mail order)
Medicare Retiree Group Companion Plan	No change	No change	No change	<u>From:</u> \$4/\$10/\$30/\$50/\$60 <u>To:</u> \$8/\$15/\$35/\$60/\$80 (2x copay for 90 day supply via mail order)

* Copays shown are for the following prescription drug tiers:

Tier 1 Select Generic / Tier 1 Standard Generic / Tier 2 / Tier 3 / Tier 4

Remember, you can purchase up to a 90 day supply of your prescription medications for just two copays, when you use the convenient mail order service. You will pay three copays for a 90 day supply of your prescription drugs when you purchase them at the retail pharmacy. See page 4 of this notice for more information.

By making these changes, we are hoping to reduce the overall costs to the plans. We also hope to be able to moderate premium rate increases for 2018. It is important to have the plans priced appropriately for the benefits offered, so that the Trust can continue to run as smoothly as possible in the years ahead.

Additional Plan Changes

In addition to making changes to the Trust's health plans, the Health Trust Board approved adding benefits to the Health Trust's Dental and Vision plans. These changes will also be effective January 1, 2018.

Please check with your employer to determine whether you are eligible to participate in the Health Trust's Dental and/or Vision plans.

Dental Plan – Addition of Health through Oral Wellness (HOW) Program

The HOW program is offered by Northeast Delta Dental, the third-party administrator for the Trust's Dental plan, and is designed to help members maintain optimal health through education, risk assessment and evidence-based models of care. You will be able to sign up for this program after January 1, 2018. Once you have signed up, you can take an online assessment to see if you might be eligible for additional preventive services.

Patients at risk for oral diseases or medical complications related to oral health are eligible for enhanced preventive benefits through the HOW program, at no additional cost to the member. These benefits may include up to two additional cleanings annually for high risk members, thus allowing these members to receive as many as four preventive cleanings in a year.

Northeast Delta Dental and the Health Trust believe that encouraging and delivering additional preventive care to members who are at greater risk will delay or prevent the need for additional costly dental services in the future. We will provide you with information on how to sign up for the HOW program later this year.

Vision Plan – Additional Benefits

Under the Vision plan offered by the Health Trust through VSP, the in-network allowance for eyeglass frames will increase from \$130 to \$155. The in-network allowance for Featured Frame Brands purchased from a VSP Preferred Provider will increase from \$150 to \$175. The in-network allowance for contact lenses will also increase, from \$130 to \$150.

Effective January 1, 2018, VSP will expand the Affiliate Provider Network for the Trust's plan to include Sam's Club and Wal-Mart. Although the frame allowance will be lower at these two retailers, the overall cost for glasses should also be lower, thus allowing for a comparable out-of-pocket cost for members.

Thank You for Your Participation

As a member of the Health Trust, you are part of a group self-insured plan that is committed to providing its employer groups and participants with superior customer service and quality benefit plans, and to using its strength in numbers to take full advantage of cost saving opportunities in the health care market, today and in the future. **The Board of Trustees appreciates your participation in the Trust.**

If you have any questions about the information contained in this notice, please call the Health Trust Service Representatives, at 1-800-852-8300 (in Maine) or 207-621-2645 (out of state). The Service Representatives are available to assist you Monday through Friday, from 8:00 am until 4:30 pm. You may also contact the Health Trust via email, at MMEHTInfo@memun.org.



Maine Municipal
Employees Health Trust

Saving Money with Home Delivery

If you take a prescribed medicine on a regular basis, you can get a 90 day supply delivered right to your home or office via mail order, with free shipping. **It's convenient, safe, and it can save you money!**

Here's all you have to do:

Ask your doctor for a prescription for a 90 day supply of your medication.

If this is a new prescription, you may wish to also get a prescription for a 30 day supply, to be filled at a retail pharmacy while you wait for your first mail order to be processed. Prescriptions can be submitted to the mail order pharmacy by mail or fax, or online at www.express-scripts.com.



Place your order. Log on to www.express-scripts.com. Click on the box labeled "Get Started with Home Delivery." You will need to set up an account with Express Scripts first, before you can register for home delivery. Just follow the prompts to create an account.

You can also complete the *Prescription Drug Mail Order Form* on the Health Trust website at www.mmeht.org. Under the Medical Plans header, select the Prescription Drugs page, and mail the completed form to Express Scripts with your prescriptions.

Pay for your prescription.

You can pay by check, money order or credit card, or enroll for e-check payments.



Important to know:

- If you purchase a 90 day supply of a prescription medication through the mail order service, you will only be charged two copays. If you purchase a 90 day supply at any retail pharmacy, you will be charged three copays. **Using the mail order program can save you money!**
- The amount of the copay you are charged depends on the tier in which your medication falls.
- In most cases, your medicine will be sent to your home within two weeks from the time the home delivery pharmacy gets your order.
- Specialty medications cannot be filled via Express Scripts mail order.
- If you have any questions on the mail order service, you can call the Health Trust Member Service Representatives at 1-800-852-8300, Monday through Friday, 8 a.m. to 4:30 p.m.

ORDER #289-2017

PROVIDING FOR: Execution of the Warrant for November 2, 2017

IT IS ORDERED that the Warrant for November 2, 2017 in the amount of \$_____ is hereby approved.

Passed by the Town Council _____

Attest: _____

ORDER #290-2017

PROVIDING FOR: Execution of the Warrant for November 9, 2017

IT IS ORDERED that the Warrant for November 9, 2017 in the amount of \$_____ is hereby approved.

Passed by the Town Council _____

Attest: _____

PROVIDING FOR: Acceptance of Elevator Contract

IT IS ORDERED that the Millinocket Town Council accept a contract with Pine State Elevator Company for a period of five years, terminating on October 31, 2022.

NOTE: Two quotes were received for this contract.

1. Pine State Elevator Company
2. Otis

PASSED BY THE COUNCIL: _____

ATTEST: _____



Pine State Elevator Company

230 ANDERSON STREET, PORTLAND, MAINE 04101-2545
Phone (207)-773-7206 Fax (207)-773-4914 Toll free (800)-627-9706

ELEVATOR SERVICE CONTRACT

Agreement made **25** day of **October, 2017** between the Pine State Elevator Company, a Corporation organized and existing under the laws of the State of Maine and having a place of business at Portland in the County of Cumberland and State of Maine (hereinafter referred to as "Company") and **Town of Millinocket** City of **Millinocket** State of **Maine** (hereinafter referred to as "Owner")

COVERED SERVICES

For the following elevators located at:

EL.STATE ID #	MAKE	TYPE	LOCATION	CITY, STATE
3066		Hydro.-Pass.	Millinocket Municipal Bldg.	Millinocket, ME

197 Penobscot Ave.

- Periodic Elevator service visit frequency of **4** per year.
- Company will furnish basic maintenance and lubrication services, including periodic examination, minor adjustments, cleaning and oiling machinery, motors and controllers, and the greasing or oiling of bearings and guides. Company will furnish all necessary lubricants and machine cleaning materials. Hydraulic fluid is not included under this coverage.
- This contract includes the Annual Safety Device test on cable elevators, including written report to State Elevator Authority.
- This contract includes the Annual Pressure Relief test on hydraulic elevators, including written report to State Elevator Authority.
- This contract excludes any fees or charges made by any governmental entity or insurance authorities or licenses required by them unless otherwise noted in this agreement. Category 5 testing and annual smoke detector testing is excluded from this contract.



Pine State Elevator Company

230 ANDERSON STREET, PORTLAND, MAINE 04101-2545
Phone (207)-773-7206 Fax (207)-773-4914 Toll free (800)-627-9706

TERMS

- The effective date for this agreement is **Nov-01-2017** This Agreement will continue in full force and effect for an initial period of **Five (5)** years until **Oct-31-2022** and for successive subsequent renewal periods of the same duration. This Agreement will be assigned to any successor in interest, should your interest be terminated prior to the above date, or prior to the expiration date of any subsequent renewals upon notification to and acceptance by us of such assignment. Either party may terminate this Agreement at the end of the initial period, or at the end of any subsequent renewal period, provided that party gives written notice of termination no later than **ninety (90)** days prior to the first expiration date or to any subsequent renewal expiration date. Time is of the essence for providing such notice of termination.
- A service charge calculated at the rate of one and one-half percent per month or the highest legally permitted rate, whichever is less, shall be applicable to delinquent payments. Further, delinquent payment by you of charges provided herein shall constitute a breach of this agreement and we may, at our option, terminate the Agreement for such breach.

HOURS OF WORK

- This agreement is based upon all work being done during regular working hours of regular working days. If overtime work is requested by the Owner, Company's usual overtime rate shall be paid in addition to the compensation set forth herein.
- You will provide us with full and free access to the equipment to render service thereon, and will provide a safe workplace for our employees.

COMPENSATION

- Service pursuant to this Agreement shall be furnished for the sum of **Two Hundred Ten Dollars and 00/100 \$210.00** per visit. Should any repairs or services, including 5 year full load test be required other than those covered by this contract, a separate charge will be made.
- Company may make annual adjustments to Contract price, either upwards or downwards to reflect changes in material and labor cost. This adjustment shall not exceed **5%** of the contract price on a yearly basis.

WARRANTY

- Company makes no warranty, directly or indirectly, express or implied, in regard to any equipment or parts provided by it or to their durability, MERCHANTABILITY, or fitness for a particular purpose, except it warrants that (1) it has title to such parts or equipment; and (2) they are appropriate for the use to which they will be put as determined by elevator industry standards for the state in which the customer's property is located.



Pine State Elevator Company

230 ANDERSON STREET, PORTLAND, MAINE 04101-2545
Phone (207)-773-7206 Fax (207)-773-4914 Toll free (800)-827-9706

INDEMNITY

- Owner agrees to indemnify and hold Company, its officers and employees harmless from and against all claims, cost, expenses, damages, including consequential damages and attorneys fees, directly and indirectly, arising from Company's performance under this contract, except such cost and expenses which may be occasioned by the negligent acts of Company, its officers or employees.
- Owner also agrees that Company shall not be liable for any damage which may occur either to its elevator or any appliances or property used in connection therewith during the routine performance of the periodic and routine testing, as mandated by the state in which the owners property is located, except such damage which may be occasioned by the negligent acts of Company, its officers or employees.

LATE CHARGES AND COLLECTION FEES

- All charges described in this contract are due within **thirty (30)** days of their billing date. Owner agrees to pay a late charge, calculated at **1 1/2 %** per month **18%** per year, for all payments which are not made when due. In the event the account should be placed for collection, Owner agrees to pay all costs of collection, including reasonable attorney's fees.

TAXES

- The amount of any present or future sales or other tax, federal, state or local, which Company now or hereafter shall be liable for required to pay, either on its own behalf or on behalf of Owner or otherwise, with respect to the material or services covered hereby shall be added to the prices contained herein and paid by Owner in the same manner and with the same effect as if originally added there to.

ENTIRE AGREEMENT

- This Agreement constitutes the entire agreement for the service described. All prior representations whether written or verbal, are superseded by this agreement. No work, service or liability on the part of Company other than that specifically mentioned herein is included or intended.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year written above.

OWNER

Date

Accepted: _____

By: _____

Print Name: _____

Title: _____

PINE STATE ELEVATOR Co.

Date

Approved: _____

By: _____

Print Name: _____

Title: _____

Contract: _____

To help with coordination, we ask that you fill out as much information as possible on the form below and return via mail, fax (207) 773-4914 or e-mail: rhonda@pinestateelevator.com.

Building Name: _____

Physical Address: _____

Billing Entity: _____

Billing Address: _____

Sales Tax Exempt?: Y/N State: ____ (Please enclose a copy of exemption certificate if applicable)

Primary Contact (To authorize work, contracts, scheduling) _____

Phone: _____ Cell: _____

e-mail _____ Fax: _____

Building Contact (For access & scheduling) _____

Phone: _____ Cell: _____

e-mail _____ Fax: _____

After hours Contact: _____ Phone: _____

Owner Contact (if different from above): _____

Phone: _____ Fax: _____

Building Hours: _____ Days: _____

Days or times to avoid (if possible): _____

Additional notes or issues we should be aware of: _____



United Technologies

DATE: 11/03/2017

TO:

Millinocket Municipal Building
197 Penobscot Ave
Millinocket, ME 04462

FROM:

Otis Elevator Company
60 Freedom Parkway Suite B
Bangor, ME 04401

EQUIPMENT LOCATION:

Millinocket Municipal Building
197 Penobscot Ave
Millinocket, ME 04462

David Henderson

Phone: (207) 848-0700

Fax: (207) 848-0707

PROPOSAL NUMBER: AJ4285

EQUIPMENT DESCRIPTION:

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
1	HYDRAULIC	WESTINGHOUSE (U S) (MILBURN)	Lobby	AEJ304

LUBRICATE AND SURVEY SERVICE

We propose to furnish Lubricate and Survey Service on the equipment ("Units") described above. We will provide an annual survey of equipment condition and regular lubrication by a qualified examiner. Lubricate and Survey Service is not a preventive maintenance program.

Under this Contract, we will maintain the Units on the following terms and conditions:

COVERAGE

SURVEY

We will conduct an annual survey of the Units and provide a written report of their condition.

REGULAR VISITS

We will use trained personnel directly employed and supervised by us to visit the Units at the frequency selected below:

<u>Visit Frequency</u>	<u>Selection</u>
Monthly	<input type="checkbox"/>
Bimonthly	<input type="checkbox"/>
Quarterly	<input checked="" type="checkbox"/>
Semi-Annually	<input type="checkbox"/>
Annually	<input type="checkbox"/>

The visits will consist of lubrication of the following parts when conditions warrant:

- Machine bearings, gears, pumps, pump motors, operating valves, valve motors, and leveling valves.
- Selectors, governors, governor sheaves, governor tension frame sheave assemblies, and compensating sheave assemblies.
- Door operators, car door hangers, hoistway door hangers, and interlocks.
- Safeties, car and counterweight guide rails, and car and counterweight guide shoes including rollers and gibs.

EXCLUSIONS

Lubrication of parts that are not listed above is specifically excluded. This Contract does not cover adjustments, cleaning, repairs or emergency callback service. If any of these services are later requested by you, you agree to pay extra at our regular billing rates.

NORMAL HOURS

All visits will be performed during the regular working hours of our regular working days for the examiners who perform the service. If overtime services are later requested by you, you agree to pay extra at our regular billing rates.

24-HOUR DISPATCHING

We will, at your request, provide you with access to e*Service via Otis.com and our OTISLINE 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on e*Service or thru an OTISLINE customer service representative, who will, at your request, dispatch an examiner to perform emergency minor adjustment callback service.

CUSTOMER REPRESENTATIVE

An Otis representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of code authorities, and proper use and care of the Units.

REPORTS – e*SERVICE

We will use the OMMS program to plan and record completion of maintenance procedures. We will, at your request, provide you access to e*Service via Otis.com. You will be able to access repair, completed maintenance procedure and service call history for the Unit(s). You will be responsible for obtaining Internet access to use e*Service.

SAFETY AND ENVIRONMENT**SAFETY TESTS – HYDRAULIC ELEVATORS**

Code requires an annual no load test and annual pressure relief valve test. These tests are not included in the Contract. You agree to conduct and pass the annual no load and annual pressure relief valve test on the Units and that this is a material duty. You agree to keep a record of such tests and to provide this record to Otis .

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors.

If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such testing and service on an Open Order basis. You will be responsible for the costs associated with such testing and service

SAFETY TRAINING

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

ENVIRONMENTAL PROTECTION

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

SHARED RESPONSIBILITY

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, and debris. You agree to provide a safe work place for our personnel, and to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by (1) clicking on "The Americas" tab on the left side of the website; (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Otis Safety" link on the left side of the page; and (4) downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.

OWNERSHIP AND LICENSES**WIRING DIAGRAMS**

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment. We shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

OTIS SERVICE EQUIPMENT

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

OTIS SOFTWARE

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

NON-OTIS SOFTWARE

You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for you.

SERVICE TOOLS

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

THE UNITS

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

CLARIFICATIONS

We will not be required: (i) to make any tests other than that as specifically set forth herein, (ii) to make any replacements with parts of a different design or type, (iii) to make any changes in the existing design of the Units, (iv) to alter, update, modernize or install new attachments to any Units, whether or not recommended or directed by insurance companies or by governmental authorities, (v) to make repairs or replacements necessitated by failures detected during or due to testing of escalators or buried or unexposed hydraulic cylinders or piping; (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including parts for which the original design is no longer manufactured by the original equipment manufacturers, or parts where the original item has been replaced by an item of different design or is replaceable only by fabrication; (vii) to provide reconditioned or used parts. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units.

Should you require us to interface with a third party work order, insurance or safety systems, Otis will add an appropriate fee to cover the additional cost associated with this service.

We will not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, labor disputes, strikes, lockouts, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, commercial unavailability of parts, vandalism, misuse, abuse, mischief, or acts of God.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may with respect to the equipment not meeting Code requirements cancel this Contract without penalty by providing thirty (30) days written notice. Should you require us to interface with a third party work order, insurance or safety systems, Otis will add an appropriate fee to cover the additional cost associated with this service.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will we be liable for any indirect, special or consequential damages of any kind including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financing costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

ALTERATIONS

You will not allow others to make alterations, additions, adjustments, or repairs to the equipment.

SPECIAL PROVISIONS

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict:

Otis will perform annual Cat 1 no load pressure relief test.

CONTRACT PRICE AND TERM

CONTRACT PRICE

Sixty-five dollars (\$ 65.00) per month, payable Annually.

All pricing is plus any applicable sales taxes unless supplied with tax exemption certificates.

PRICE ADJUSTMENT

The Contract Price will be adjusted annually to reflect increases or decreases in the labor cost.

The original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost for the price adjustment month compared with such straight time hourly labor cost on 01/01/2017 which was 95.595. The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

TERM

The Commencement Date will be 12/01/2017.

The Term of this Contract unless modified under the extended term below, will be for five (5) years beginning on the Commencement Date. The Contract will automatically be renewed on the fifth anniversary for an additional five (5) years unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the current five (5) year term. Thereafter, the Contract will automatically be renewed on each fifth anniversary for an additional five (5) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the then current five (5) year term.

PAYMENTS

Payments will be made on a Annually basis, due on or before the last day of the month prior to the billing period, beginning on the Commencement Date.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

The method of payment will be electronic direct debit. To enable us to process direct debit payments, you agree to provide a copy of a voided check from your business bank account.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

ACCEPTANCE

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis.

THIS QUOTATION is valid for ninety (90) days from the proposal date.

Submitted by: David Henderson
Title: Territory Manager
E-mail: david.henderson@otis.com

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date: _____
Signed: _____
Print Name: - _____
Title - _____
E-mail: _____
Name of Company - _____

Otis Elevator Company

Approved by Authorized Representative

Date: _____
Signed: _____
Print Name: Frank Edmunds
Title - _____

☐ Principal, Owner or Authorized Representative of Principal or Owner

☐ Agent: _____
(Name of Principal or Owner)

BILL TO INFORMATION

Company Name: _____

Address: _____

Address 2: _____

City: _____

State: _____

Zip Code: _____

ACCOUNTS PAYABLE CONTACT

Name: _____

Phone Number: _____

Fax Number: _____

E-mail: _____

TAX STATUS

Are you tax exempt? Yes No

If yes, please provide tax exempt certificate

Do you require a Purchase Order be listed on your invoices? Yes No

If yes, please provide contact info for PO renewal:

Name: _____

Fax: _____

Phone: _____

E-Mail: _____

Would you like Otis to automatically debit your bank account for your maintenance invoices? Yes No

If yes, please provide blank check for bank routing and account information.

PROVIDING FOR: Election to the Municipal Review Committee (MRC).

IT IS ORDERED that the Millinocket Town Council cast its ballot for Millinocket Public Works Director, Ralph Soucier, to serve a three-year term on the MRC Board of Directors.

IT IS FURTHER ORDERED that the Town Manager be authorized to sign all the necessary paperwork to complete the nomination process.

NOTE: There are three positions opened on the Board and the following three candidates were nominated.

1. Kevin Howell – Carmel
2. Ralph Soucier – Millinocket
3. Sophie Wilson – Orono

PASSED BY THE COUNCIL: _____

ATTEST: _____

■ 395 State Street
■ Ellsworth, ME 04605
■ www.mrcmaine.org



866-254-3507
207-664-1700 ■ Voice
207-664-2099 ■ Fax
glounder@mrcmaine.org ■ E-Mail

To: MRC Membership
From: Greg Louder, MRC Clerk 
Date: November 1, 2017
RE: **MRC Board of Directors Election Ballot**

Please find enclosed a MRC Board of Directors election ballot. Ballots cast in this election will determine the election of three (3) Directors to serve on the MRC Board of Directors for three-year terms from January 1, 2018 through December 31, 2020. Biographical descriptions of the candidates, as provided by the candidates, are also enclosed for your information.

Ballots must be returned to MRC before 5:00 pm, December 12, 2017.

The election results will be read at the MRC Annual Meeting held at 3:00 P.M. in the afternoon on December 13, 2017 at the Town of Hampden Public Safety Building on 106 Western Avenue in Hampden.

Note: Vote must be cast for one candidate only.

Please contact Greg Louder at 664-1700 or 866-254-3507 with any questions.

Voting Ballot

- ◆ To fill three positions for a three year term from January 1, 2018 to December 31, 2020
(3 highest vote totals)

The Charter Municipality of _____ casts its vote for the following *individual* to serve on the Municipal Review Committee Board of Directors for the above stated term.

Note: Candidates are listed alphabetically. Biographies provided by each candidate are attached.

VOTE FOR ONE INDIVIDUAL ONLY

→ *More than one checked box will invalidate the ballot* ←

☐ **Kevin Howell – Carmel**

☐ **Ralph Saucier – Millinocket**

☐ **Sophie Wilson – Orono**

☐

Please return this ballot no later than 5:00 p.m., DECEMBER 12, 2017 to:

Municipal Review Committee, Inc.
395 State Street
Ellsworth, Maine 04605
Or

FAX: (207) 667-2099 EMAIL ATTACHMENT: glounder@mrcline.org

**RESULTS OF THIS ELECTION WILL BE READ AT THE MRC ANNUAL MEETING
TO BE HELD DECEMBER 12, 2017**

Kevin Howell

Kevin is the Town Manager, Road Commissioner, Code Enforcement Officer, Plumbing Inspector, Treasurer, Tax Collector, Town Clerk, and GA Administrator for the town of Carmel. After spending 20 years in the private financial sector, Kevin entered the public sector and hasn't looked back. Under his administration, he has been able to reduce the municipal budget appropriation and at the same time, significantly improve efficiency and infrastructure. In 2017 Kevin implemented a complete overhaul of the town recycling program by over 30%. His broad knowledge base and experience would be a valued addition to the MRC Board of Directors.

Ralph Saucier

Ralph has over (10) ten years of experience employed by the Town of Millinocket as a Director of Public Works which include responsibilities at The Millinocket Cemetery as the Sexton, Airport Manager, and Solid Waste Facility Director.

I believe my strengths are being able to recognize diversity and acknowledge the need for change.

Accomplishments have been working with Penobscot County as a partnership to provide a much better solution for MSW disposal for areas surrounding the Millinocket Region. These areas are now able to use the Town's MSW disposal and Recycling Facility instead of the need for containers which are hard to manage, and are not environmentally friendly.

My job at Millinocket has been a challenge working with my fellow employees to find new ways of doing the same thing. I hope to find that same opportunity working with the board at The MRC.

Sophie Wilson

Sophie Wilson has served as Town Manager for a total of 17 years – the last 6 in Orono, Maine and the previous 11 in Brownville, Maine. She is finishing up her fourth term on the MRC Board of Directors and currently serves at the MRC Treasurer. In Brownville, she served on various regional boards including the Penquis Solid Waste Board of Directors in the roles of both President and Treasurer. She has also served on the Maine Workers Compensation Board of Directors as well as a member, President, and Past President of the Maine Municipal Association Executive Committee. While family and work in Orono keeps Sophie quite busy, she currently serves as a Public Member of the Maine Board of Overseers of the Bar Grievance Commission

PROVIDING FOR: Approval of Snowmobile Trail Maintenance Application to the
Maine Department of Conservation

IT IS ORDERED that approval is granted to submit the 2017 – 2018 for the Maine Department of Conservation Snowmobile Program Municipal – Grant – in – Aid Agreement. The application requests a total of a total of \$127,285.20 in state funds that are to be supplemented by local funds of \$54,550.80 for a total project cost of \$181,836.00.

IT IS FURTHER ORDERED that the Town Manager be authorized to sign and execute all agreements necessary to receive this grant.

PASSED BY THE COUNCIL: _____

ATTEST: _____

RECREATION DEPARTMENT
East Millinocket , Medway, Millinocket, Woodville
53 Main St., East Millinocket, Maine 04430
(207) 746-3553

November 13, 2017

Mr. Joe Higgins
Department of Agriculture, conservation and Forestry
SNOWMOBILE PROGRAM
22 State House Station
Augusta, ME 04333

Dear Joe,

Enclosed is the 2017-2018 application for the Snowmobile Grant-In-Aid Program. The grant includes work to be done on the trails as outlined in the Project Description. Again, we respectfully request you to consider our application as soon as possible to enable us to begin our pre-season work.

As I understand, if the proposed pre-season work changes due to unanticipated weather related damage, I will notify you either in writing or by telephone. If additional information is required, it will be sent expediently.

If you have any questions, please call me at 746-3553 or email me at jodynelson@gwi.net Thank you.

Sincerely,



Jody Nelson
Project Director

Cc: Twin Pines



STATE OF MAINE
DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY
BUREAU OF PARKS & LANDS
SNOWMOBILE PROGRAM, MUNICIPAL GRANTS
22 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0022

APPLICATION / AGREEMENT / CERTIFICATION
MUNICIPAL / COUNTY GRANT-IN-AID PROGRAM
2017-2018

Municipality/County: Town of Millinocket

Address: 197 Penobscot Ave.

City: Millinocket

Zip: 04462

County: Penobscot

The Project Director is appointed by the municipality/county. All inquiries about the state-aid grant application are directed to this person.

Name: Jody Nelson

Title: Director of Recreation

Address: 53 Main St.

City: East Millinocket

Zip: 04430

Home #:

Work #: 207-746-3553

Mobile #:

Email Address: jodynelson@gwi.net

Mileage of proposed trail: 115

(one way)

Estimated administrative cost for processing land use permits, grant administrative labor, insurance, remote radios (Many items eliminated.)

Requested		Approved	
\$	2336.00	\$	

Estimated cost of facilities such as plowing remote parking, gates. (All other items eliminated.)

\$	0	\$	
----	---	----	--

Estimated cost of maintenance including grooming of trails, normal ditching, brushing, bridge repair, picking up litter, etc.

\$	179,500.00	\$	
----	------------	----	--

Total Estimated Cost of Project

\$	181,836.00	\$	
----	------------	----	--

For State Use Only

Approved Total Grant

\$

% of approved cost

%

**APPLICATION / AGREEMENT / CERTIFICATION
MUNICIPAL / COUNTY GRANT-IN-AID PROGRAM**

THIS IS TO CERTIFY that the Town of Millinocket has authorized and hereby authorizes
(Municipality/County)
Jody Nelson to make application for financial assistance under the provisions of the
(Project Director)
Off-road Recreational Vehicle Office, Snowmobile Trail Fund (M.R.S.A. Title 12, Chapter 220, Subchapter 8, § 1893-3) for the
maintenance of the Town of Millinocket snowmobile trail system.
(Municipality/County)

THIS FURTHER CERTIFIES that the above named Project Director is familiar with the terms and conditions of the Grant-In-Aid Program administered by the Off-road Recreational Vehicle Office from the Snowmobile Trail Fund and has authorized and hereby authorizes Jody Nelson to enter into said agreement
(Project Director)
between the Town of Millinocket and the State of Maine upon approval of the above
(Municipality/County)
identified project by the Off-road Recreational Vehicle Office.

THIS FURTHER CERTIFIES that the Town of Millinocket has been legally constituted and is
(Municipality/County)
responsible for planning for and carrying out the municipal recreation program and Jody Nelson will
(Project Director)
be responsible, on behalf of the Town of Millinocket for the continued operation and
maintenance
(Municipality/County)

of the completed project in accordance with the terms and conditions of the Snowmobile Trail Fund Grant-In-Aid Program. Attached is true and correct information relating to the establishment and organization of the municipal agency or department

AND THIS FURTHER CERTIFIES that except for the financial assistance requested by this project application, no financial assistance has been applied for, given, or promised under other State or Federal programs.

By signing this document we have reviewed, understand and are in compliance with the Information and Guidelines for the Municipal/County Grant-in-Aid Program 2017-2018, are utilizing the Trail Maintenance Labor/Equipment Reimbursement Rate Guidelines for 2017-2018 and the Allowable Grant Expenses for 2017-2018.

MUNICIPAL/COUNTY APPROVAL

Municipality/County: Town of Millinocket County: Penobscot

Municipality/County: *Harold R Davis* Date: 11/2/2017
Signature

Title: Town Manager Project Director: *Jody Nelson*
Chairman of Board of Selectman Signature
Municipal/County Manager

FOR STATE USE ONLY

VC #: _____ Enc. Amt.: _____

Appropriation #: 014-01A-8130-81-

By: _____ Date: _____
Director, Off Road Recreational Office

Commissioner, Department of Agriculture Conservation and Forestry Date: _____

**TOWN OF MILLINOCKET 2017-2018
SNOWMOBILE TRAIL MUNICIPAL GRANT APPLICATION**

Summary:

This Grant Request has been developed and presented for approval by the Twin Pines Snowmobile Club and Jody Nelson, Director, Recreation Department, Town of Millinocket.

This request is the result of the Twin Pine Snowmobile Club and the Town of Millinocket's effort to continue its commitment to the ongoing program in the Katahdin Region to create and maintain excellent snowmobile trail conditions and facilities. The traffic in this region continues to get heavier and heavier each season. The contractors are going out four and sometimes five times per week in order to maintain the trails.

This year's grant request is for a total of \$ 181,836.00

The Grant funding split is a 70 % / 30 % split with the State share at 70%

This split would represent (State Share): \$ 127,285.20

The Municipal / Privately funded share at 30 % would be \$ 54,550.80

The remaining portion of the Municipal / Private funding share not provided by the Town of Millinocket is \$54,550.80 be provided by private funding.

Respectfully submitted,



Jody Nelson, Director of Recreation

Attachment: Project Map for 2017/2018 year

PROJECT CERTIFICATION

THIS IS TO CERTIFY that the Town Council of Millinocket has authorized Jody Nelson, Project Director, to make application for financial assistance under the provisions of Bureau of Parks and Lands Snowmobile Trail Fund (M.S.R.S. Title 12, Chapter 220, Subchapter VIII, Section 1893-3) for the maintenance of the Town of Millinocket Snowmobile Trail System.

THIS FURTHER CERTIFIES that the Town Council of Millinocket is familiar with the terms and conditions of the Grant-in-Aid Program administered by the Bureau of Parks and Lands from the Snowmobile Trail Fund and has authorized and hereby authorized Jody Nelson, Project Director, to enter into said agreement between the Town of Millinocket and the State of Maine upon approval of the above identified project by the Bureau of Parks and Lands.

THIS FURTHER CERTIFIES that the Town Council of Millinocket has been legally constituted and is responsible for planning and carrying out the Municipal Grant Program, and the Town Council of Millinocket will be responsible, on behalf of the Town of Millinocket, for the continued operation and maintenance of the completed project in accordance with the terms and conditions of the Snowmobile Trail Fund, Grant-in-Aid Program. Attached is true and correct information relating to the established and organization of Municipal Agency or Department.

THIS FURTHER CERTIFIES that except for the financial assistance requested by the project application, no financial assistance has been applied for, given, or promised, under other State or Federal programs.

November 13, 2017

Dated

11/21/2017
Dated

October 25, 2017

Dated

Town of Millinocket

Name of Municipality

Harold R. Davis
Town Manager

Jody Nelson
Project Director

**CONTRACT
BETWEEN
TOWN OF MILLINOCKET
AND
TWIN PINES SNOWMOBILE CLUB**

THIS AGREEMENT, made as the 13th day of November, 2017 between the **Twin Pines Snowmobile Club, Inc.** (hereinafter referred to as the **Operator**) and The Town of Millinocket (hereinafter referred to as the **Town**)

WITNESSETH: That the parties for the considerations hereinafter set forth agree as follow:

I. DESCRIPTION OF WORK

The Operator shall adequately maintain and groom approximately 108 miles of snowmobile trail in and around the Town of Millinocket and adjoining unorganized territories. Such work shall include (1) the erection and replacement of trail markers, (2) the grooming, compacting and smoothing of the snow covering and trail surface, (3) the removal of trees, limbs, barricades, and other obstructions or material as necessary, from the trail, (4) the building of and replacement of snowmobile trail bridges such that safe passage of the user is ensured, and (5) the plowing and snow removal from designated parking areas that will be utilized by the user groups.

II. Conditions

It is understood the trail has been established pursuant to use permits granted by the owners of the property over which the trail passes, and accordingly, the Agreement is subject to the terms and conditions of such use permits and their continued existence.

It is understood that the Operator shall provide all gasoline and oil to the equipment, as necessary, (except as otherwise provided herein) and personnel to operate same, necessary to perform work specified.

It is understood that the entire trail network shall be groomed at least three times a week when snow conditions permit and use warrants it. I.T.S. trail specifications duly designated and provided by the Mine Snowmobile Association Trails Committee shall serve as a guide.

IIA. INSURANCE

It is understood that the State of Maine, Department of Conservation, Snowmobile Division, Bureau of Parks and Recreation, is providing a limited comprehensive general liability insurance policy that will cover any claims of injury of damage to property of landowners, and that the Town of Millinocket will accept this coverage to be on the Operator / Town in the amount of \$ 400,000.00 for each occurrence whether involving injury to person or damages to property.

III. CONTRACT PRICE

The Town hereby agrees to pay to the Operator such consideration of the performance in full by the Operator, on such terms as are hereinafter defined.

Labor defined as not directly
attributed to the grooming
activity. (Includes brush cutting,
bridge building, signing,
carpentry, and construction.)

Grant Reimbursement (when applicable)

Materials for bridge construction,
Signing, warming huts, and
Equipment housing.

Grant reimbursement

Trail grooming and smoothing of snow covered trail surfaces.

Grant reimbursement

The Operator shall pay all Federal, State, or local and/or Use taxes applicable to material, process or devices purchased or used in connection with the work under this contract. Reimbursement of this expense will be at the discretion of the Town's contract administrator.

IV. GRANT-IN-AID REQUEST AND COST ESTIMATE

It is understood that the Town will submit for approval to the State of Maine, Snowmobile Division, Bureau of Parks and Recreation, a request for a Grant-In-Aid

which will provide for seventy percent (70%) of the total cost of the Town of Millinocket's Snowmobile Program which in part is being enacted by the said Operator.

Thirty percent (30%) or seed money for this grant will be provided by the Town as local funds in agreement equal to the State draw down. The total amount of the grant and seed money will not exceed the estimated total amount of \$ 181,836.00 The Grant split will be:

Local: 30% = \$54,550.80 raised by private funds + \$15,000 Town Budgeted)
State 70% = \$127,285.20

It is understood that the Operator will prepare and submit to the Town for their review and signatures the Grant-In-Aid request, which in turn will be submitted by the Town to the State Bureau of Parks and Recreation, Snowmobile Division, for approval.

V. TIME AND MANNER OF PAYMENTS

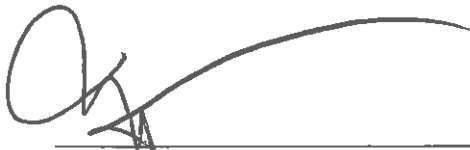
The Operator will submit to the Town on a monthly basis a detailed bill which will outline the Operator's incurred expenses that are in whole directly related to this contract as outlined in Section III.

The Town will make payments as per submitted Operator's bill and then submit a request for seventy percent (70%) reimbursement of that amount which is subject to approval by the State Administrator. The detailed billing as presented to the Town by the Operator will serve as evidence for the Town's request. All statements presented for payment to the Town will have review and approval by the Project Director. This Treasurer will present all bills for payment to the Town's Contract Administrator or its designee.

VI. APPLICABLE LAW

The laws of the State of Maine shall govern this contract.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands as of the day and year first above written.



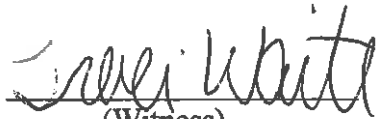
Operator



Project Director

Twin Pines Snowmobile Club, Inc.

By President
(Title)



(Witness)

By Town Manager
(Title)



Town Manager

Twin Pine Snowmobile Club

2017/2018 Season Project Description

Estimated cost of bridge and trail maintenance, brushing, signing and grooming trails

Preseason trail prep:

Labor for sign prep, installation and removal including new intersection signs 300 @10/hr \$3,000

Material for signs \$1500

Vehicle/Small Equipment Expense \$1,000

Brushing trails 250 @ /hr 10 hr \$2500

Brush Hog Work (In BSP on Logan Pond trail as well as on the Pole Line and 85/86 between White House Landing and Fourth Debsconeag. 40 at 50hr \$2000

Gates on TNC land near White House and between Second and Third Debsconeag 20 @2400 4800

Harden 200 feet pole line south of the Chip Mill Road \$2000

Culvert installs 3 @ 600 Wild Kingdom Trail 1,800

Bridge re decking materials and Labor

165 feet at 12 wide Millinocket Stream 7200

35 feet Pole Line at Smith Pond Brook 1925

25 feet Hurd Pond Stream 85/86 past Abol 1375

Repair to Bridge between first and second Debsconeag. 1400

Total Preseason: \$30,500

Grooming

Administration reporting 30hrs @ 10/hr \$300

Liability Insurance \$1236.00

Fee For Spots \$400.00

Rail road Crossing Permits \$400

Total Admin 2336.00

Equipment

3 BR400 @\$110

1 BR160 @ 100

All with Mogul Master Drags

BR400 1100hrs @ \$110 \$121000

BR160 280hrs @ 100 \$28,000.00

Total Grooming, Permits \$149,000

Total projected Preseason, Administration and grooming costs 2016/2017 Season \$181,836.00

STATEMENT OF AFFIRMATIVE LANDOWNERS PERMISSION

The Twin Pines Snowmobile Club and Representatives thereof certify that all Land Owners associated with the Millinocket Municipal Trail System have been contacted and permission granted use for the **2017/2018** Season.

Land Owners– 2017-2018

**The Nature Conservancy
Maine Field Office
14 Maine Street, Suite 401
Brunswick, ME 04011**

**Town of Millinocket
197 Penobscot Ave
Millinocket, ME 04462**

**Katahdin Timberlands, LLC
PO Box 38
Millinocket, ME 04462**

**Katahdin Paper Co, LLC
One Katahdin Ave
Millinocket, ME 04462**

**Hammond Ridge Development Com, LLC
30 Twin Pines Rd
Millinocket, ME 04462**

**Plum Creek Maine Timberlands, LLC
49 Mountain Ave
Fairfield, ME 04937**

**Twin Pine Camps, LLC
Black Cat Rd
Millinocket, ME 04462**

**Huber Resources Corp
1141 Main St
Old Town, ME 04468**

**Bureau of Parks and Lands
Maine Department of Conservation
PO Box 415
87 Airport Rd
Old Town ME 04468**

**Prentiss & Carlisle
PO Box 637
Bangor ME 04401**

**Debbie and Gary Jandreau
200 Iron Bridge Rd
Millinocket ME 04462**

**Big Moose Inn
PO Box 98
Millinocket ME 04462**

**Dave Cyr
Black Cat Rd
Millinocket ME 04462**

**Tom and Sandy Bell
North Woods Store
1605 Baxter State Park RD
Millinocket ME 04462**

**Kathadin Woods and Waters National Monument
PO Box 446
Patten ME 04765**



PROVIDING FOR: Abatement of sewer fees at 1 Grove Street.

IT IS ORDERED that sewer fees in the amount of \$165.66 for a property located at 1 Grove Street, Map U08 Lot 096, be abated.

NOTE: The excessive fees were due to a faulty toilet valve that has since been replaced.

PASSED BY THE COUNCIL: _____

ATTEST: _____

Memo

To: John Davis, Town Manager
From: Jim Charette, Chief Operator
Date: 10/24/2017
Re: Abatement Request.

As you know, we receive abatement requests on occasion. Recently I have received a request from Josh Blackmore of 1 Grove St., to abate excessive fees. The amount requested is on the abatement form itself. The request is due to a faulty toilet valve. The whole toilet has since been replaced. This is a one-time only abatement, the same as the water company.



Town of Millinocket Wastewater Treatment

197 Penobscot Avenue, Millinocket, Maine

723-7040

Request for abatements of sewer use charges.

Name : Josh Blackmore

Address : 1 Grove St.

Telephone # : 447-0306

Wastewater Account # : 129939

Amount Of Abatement Requested : \$165.66

Reason For Abatement Request : Faulty toilet valve, toilet has been replaced completely.

Was The Water Involved In This Request Metered Or Unmetered : _____

Date Of Request : 10/17/2017

Statement Of Understanding

By signing below, I acknowledge that I have read and understood the Town of Millinocket's wastewater abatement policy entitled "Abatements of and Discounts to the Sewer Use Charge", and that this application for such request meets the guidelines in said document.


Approved By

10/24/17
Date

Millinocket
7:44 AM

**UT Account 129939 Detail
as of 10/24/2017 - Sewer**

10/24/2017
Page 1

Name: BLACKMORE, JOSHUA

1 GROVE STREET
MILLINOCKET, ME 04462

Location: 1 GROVE STREET

RE Acct: 0 Map/Lot: U08-096

Bill	Date	Reference	C	Principal	Tax	Interest	Costs	Total
185	10/27/17			266.75	0.00	0.00	0.00	266.75
182	07/28/17			100.00	0.00	1.09	0.00	101.09
176	04/14/17			80.00	0.00	2.49	0.00	82.49
171	01/27/17			0.00	0.00	0.00	0.00	0.00
188	10/19/17*	Lien #1471		174.58	0.00	7.63	69.68	251.89
		CURINT		0.00	0.00	-0.17	0.00	-0.17
		Total		174.58	0.00	7.80	69.68	252.06
166	10/20/16			0.00	0.00	0.00	0.00	0.00
162	08/05/16**			0.00	0.00	0.00	0.00	0.00
158	04/15/16**			0.00	0.00	0.00	0.00	0.00
151	01/27/16			0.00	0.00	0.00	0.00	0.00
148	10/30/15			0.00	0.00	0.00	0.00	0.00
141	07/27/15			0.00	0.00	0.00	0.00	0.00
138	04/28/15			0.00	0.00	0.00	0.00	0.00
135	01/16/15			0.00	0.00	0.00	0.00	0.00
134	10/27/14			0.00	0.00	0.00	0.00	0.00
127	07/29/14			0.00	0.00	0.00	0.00	0.00
123	04/23/14			0.00	0.00	0.00	0.00	0.00
119	01/31/14			0.00	0.00	0.00	0.00	0.00
110	10/25/13			0.00	0.00	0.00	0.00	0.00
109	07/26/13			0.00	0.00	0.00	0.00	0.00
103	04/29/13			0.00	0.00	0.00	0.00	0.00
102	01/18/13			0.00	0.00	0.00	0.00	0.00
97	10/23/12			0.00	0.00	0.00	0.00	0.00
94	07/26/12			0.00	0.00	0.00	0.00	0.00
91	04/30/12			0.00	0.00	0.00	0.00	0.00
86	01/31/12			0.00	0.00	0.00	0.00	0.00
83	10/21/11			0.00	0.00	0.00	0.00	0.00
80	07/25/11			0.00	0.00	0.00	0.00	0.00
77	04/25/11			0.00	0.00	0.00	0.00	0.00
74	01/20/11			0.00	0.00	0.00	0.00	0.00
68	10/18/10			0.00	0.00	0.00	0.00	0.00
76	04/15/11*			0.00	0.00	0.00	0.00	0.00
64	07/16/10			0.00	0.00	0.00	0.00	0.00
59	04/16/10**			0.00	0.00	0.00	0.00	0.00
56	01/15/10**			0.00	0.00	0.00	0.00	0.00
51	10/21/09			0.00	0.00	0.00	0.00	0.00
47	07/15/09			0.00	0.00	0.00	0.00	0.00
43	04/17/09			0.00	0.00	0.00	0.00	0.00
40	01/20/09			0.00	0.00	0.00	0.00	0.00
37	10/24/08			0.00	0.00	0.00	0.00	0.00
1	07/15/08			0.00	0.00	0.00	0.00	0.00
10/24/2017				621.33	0.00	11.38	69.68	702.39

Per Diem

182 0.0192

ORDER # 295-2017

PROVIDING FOR: Abatement of sewer fees at 39 Birch Street.

IT IS ORDERED that sewer fees in the amount of \$200.30 for a property located at 39 Birch Street, Map U05 Lot 175, be abated.

NOTE: The request is due to a faulty toilet valve that has since been replaced.

PASSED BY THE COUNCIL: _____

ATTEST: _____

Memo

To: John Davis, Town Manager
From: Jim Charette, Chief Operator
Date: 10/24/2017
Re: Abatement Request.

As you know, we receive abatement requests on occasion. Recently I have received a request from Rick Reece of 39 Birch St., to abate excessive fees. The amount requested is on the abatement form itself. The request is due to a faulty toilet valve which has since been replaced. This is a one-time only abatement, the same as the water company.



**Town of Millinocket
Wastewater Treatment**

197 Penobscot Avenue, Millinocket, Maine

723-7040

Request for abatements of sewer use charges.

Name : Rick Reece

Address : 39 Birch St.

Telephone # : 723-9265

Wastewater Account # : 134932

Amount Of Abatement Requested : \$200.30

Reason For Abatement Request : Faulty toilet valve, toilet valve has been replaced.

Was The Water Involved In This Request Metered Or Unmetered : _____

Date Of Request : 10/17/2017

Statement Of Understanding

By signing below, I acknowledge that I have read and understood the Town of Millinocket's wastewater abatement policy entitled "Abatements of and Discounts to the Sewer Use Charge", and that this application for such request meets the guidelines in said document.



Approved By

10/24/17

Date

Name: REECE RICK

39 BIRCH ST
MILLINOCKET, ME 04462

Location: 39 BIRCH ST

RE Acct: 0 Map/Lot: U05-175000

Bill	Date	Reference	C	Principal	Tax	Interest	Costs	Total
186	10/27/17			306.77	0.00	0.00	0.00	306.77
183	07/28/17	Original		106.67	0.00	0.00	0.00	106.67
	9/7/2017	CHGINT	I	0.00	0.00	-0.20	0.00	-0.20
	9/7/2017		P	106.47	0.00	0.20	0.00	106.67
		Total		0.20	0.00	0.00	0.00	0.20
177	04/14/17	Original		95.99	0.00	0.00	0.00	95.99
	5/2/2017		P	95.99	0.00	0.00	0.00	95.99
		Total		0.00	0.00	0.00	0.00	0.00
172	01/27/17	Original		106.65	0.00	0.00	0.00	106.65
	2/9/2017		P	106.65	0.00	0.00	0.00	106.65
		Total		0.00	0.00	0.00	0.00	0.00
169	10/20/16	Original		111.98	0.00	0.00	0.00	111.98
	11/4/2016		P	111.98	0.00	0.00	0.00	111.98
		Total		0.00	0.00	0.00	0.00	0.00
163	08/05/16			0.00	0.00	0.00	0.00	0.00
157	04/15/16			0.00	0.00	0.00	0.00	0.00
152	01/27/16			0.00	0.00	0.00	0.00	0.00
149	10/30/15			0.00	0.00	0.00	0.00	0.00
142	07/27/15			0.00	0.00	0.00	0.00	0.00
139	04/28/15			0.00	0.00	0.00	0.00	0.00
136	01/16/15			0.00	0.00	0.00	0.00	0.00
133	10/27/14			0.00	0.00	0.00	0.00	0.00
128	07/29/14			0.00	0.00	0.00	0.00	0.00
124	04/23/14			0.00	0.00	0.00	0.00	0.00
122	01/31/14			0.00	0.00	0.00	0.00	0.00
111	10/25/13			0.00	0.00	0.00	0.00	0.00
108	07/26/13			0.00	0.00	0.00	0.00	0.00
104	04/29/13			0.00	0.00	0.00	0.00	0.00
101	01/18/13			0.00	0.00	0.00	0.00	0.00
98	10/23/12			0.00	0.00	0.00	0.00	0.00
95	07/26/12			0.00	0.00	0.00	0.00	0.00
90	04/30/12			0.00	0.00	0.00	0.00	0.00
87	01/31/12			0.00	0.00	0.00	0.00	0.00
84	10/21/11			0.00	0.00	0.00	0.00	0.00
81	07/25/11			0.00	0.00	0.00	0.00	0.00
78	04/25/11			0.00	0.00	0.00	0.00	0.00
72	01/20/11			0.00	0.00	0.00	0.00	0.00
69	10/18/10			0.00	0.00	0.00	0.00	0.00
65	07/16/10			0.00	0.00	0.00	0.00	0.00
60	04/16/10			0.00	0.00	0.00	0.00	0.00
55	01/15/10			0.00	0.00	0.00	0.00	0.00
52	10/21/09			0.00	0.00	0.00	0.00	0.00
48	07/15/09			0.00	0.00	0.00	0.00	0.00

PROVIDING FOR: Abatement of sewer fees at 298 Bates Street.

IT IS ORDERED that sewer fees in the amount of \$106.72 for a property located at 298 Bates Street, Map U01 Lot 030, be abated.

NOTE: The excessive fees were due to a ruptured outside water hose that has since been replaced.

PASSED BY THE COUNCIL: _____

ATTEST: _____

Memo

To: John Davis, Town Manager
From: Jim Charette, Chief Operator
Date: 11/1/2017
Re: Abatement Request.

As you know, we receive abatement requests on occasion. Recently I have received a request from Shirley Voisine of 298 Bates St., to abate excessive fees. The amount requested is on the abatement form itself. Her request is due to a ruptured outside water hose, which has since been replaced. This is a one-time only abatement, the same as the water company.



**Town of Millinocket
Wastewater Treatment**

197 Penobscot Avenue, Millinocket, Maine

723-7040

Request for abatements of sewer use charges.

Name : Shirley Voisine

Address : 298 Bates St.

Telephone # : 723-6287

Wastewater Account # : 136943

Amount Of Abatement Requested : \$106.72

Reason For Abatement Request : Ruptured outside hose.

Was The Water Involved In This Request Metered Or Unmetered : N/A

Date Of Request : 10/31/2017

Statement Of Understanding

By signing below, I acknowledge that I have read and understood the Town of Millinocket's wastewater abatement policy entitled "Abatements of and Discounts to the Sewer Use Charge", and that this application for such request meets the guidelines in said document.


Approved By

10/31/2017
Date

Meter Detail

Account: 136943 Type Code: Map Lot: U01-030000
Bill To: VOISINE SHIRLEY
Owner: VOISINE SHIRLEY
Location: 298 BATES ST
RE Account 0

Book / Seq: 2/4665 Serial Number:
Meter Size: 1 Remote Number:
Meter Digits: 5 Avg Consumption: 834.210526315789
Frequency: 1 Combined: No
Service: S Multiplier: 1
Rate Code: W - 0 S - 1 Replacement: No

Water Sewer
Adjust: 0 0.00 Adjust: 0 0.00
Adjust Description:

Taxable Percentage: 0% 0%
Billable Percentage: 0% 100%

Bill Date	Status	Reading	Date	Actual Cons	Billed Cons	Regular	Misc	Tax	Adjust	Amount
10/27/2017	B S	31700	08/04/2017	3100	3100	206.72	0.00	0.00	0.00	206.72
07/28/2017	B S	28600	05/03/2017	1000	1000	100.00	0.00	0.00	0.00	100.00
04/14/2017	B S	27600	02/03/2017	800	800	80.00	0.00	0.00	0.00	80.00
01/27/2017	B S	26800	11/04/2016	400	400	80.00	0.00	0.00	0.00	80.00
10/20/2016	B S	26400	08/05/2016	500	500	80.00	0.00	0.00	0.00	80.00
08/05/2016	B S	25900	05/04/2016	500	500	80.00	0.00	0.00	0.00	80.00
04/15/2016	B S	25400	02/03/2016	600	600	80.00	0.00	0.00	0.00	80.00
01/27/2016	B S	24800	11/04/2015	500	500	80.00	0.00	0.00	0.00	80.00
10/30/2015	B S	24300	08/05/2015	500	500	80.00	0.00	0.00	0.00	80.00
07/27/2015	B S	23800	05/05/2015	500	500	80.00	0.00	0.00	0.00	80.00
04/28/2015	B S	23300	02/03/2015	700	700	65.00	0.00	0.00	0.00	65.00
01/16/2015	B S	22600	11/05/2014	900	900	65.00	0.00	0.00	0.00	65.00
10/27/2014	B S	21700	08/05/2014	600	600	65.00	0.00	0.00	0.00	65.00
07/29/2014	B S	21100	05/06/2014	600	600	65.00	0.00	0.00	0.00	65.00
04/23/2014	B S	20500	02/05/2014	600	600	50.00	0.00	0.00	0.00	50.00
01/31/2014	B S	19900	11/05/2013	2000	2000	66.65	0.00	0.00	0.00	66.65
10/25/2013	B S	17900	08/07/2013	0	0	50.00	0.00	0.00	0.00	50.00
07/26/2013	B S	17900	05/01/2013	400	400	50.00	0.00	0.00	0.00	50.00
04/29/2013	B S	17500	02/01/2013	900	900	42.50	0.00	0.00	0.00	42.50
01/18/2013	B S	16600	11/02/2012	700	700	42.50	0.00	0.00	0.00	42.50
10/23/2012	B S	15900	08/11/2012	700	700	42.50	0.00	0.00	0.00	42.50
07/26/2012	B S	15200	05/04/2012	700	700	42.50	0.00	0.00	0.00	42.50
04/30/2012	B S	14500	02/06/2012	700	700	42.50	0.00	0.00	0.00	42.50

Meter Detail

Account: 136943		Type Code:		Map Lot: U01-030000		RE Account 0			
Bill To: VOISINE SHIRLEY									
Owner: VOISINE SHIRLEY									
Location: 298 BATES ST									
01/31/2012	B S	13800	11/07/2011	800	800	42.50	0.00	0.00	42.50
10/21/2011	B S	13000	08/04/2011	800	800	42.50	0.00	0.00	42.50
07/25/2011	B S	12200	05/05/2011	800	800	42.50	0.00	0.00	42.50
04/25/2011	B S	11400	02/04/2011	600	600	42.50	0.00	0.00	42.50
01/20/2011	B S	10800	11/04/2010	2100	2100	59.48	0.00	0.00	59.48
10/18/2010	B S	8700	08/05/2010	1100	1100	42.50	0.00	0.00	42.50
07/16/2010	B S	7600	05/03/2010	1000	1000	42.50	0.00	0.00	42.50
04/16/2010	B S	6600	02/01/2010	1000	1000	42.50	0.00	0.00	42.50
01/15/2010	B S	5600	11/02/2009	1300	1300	42.50	0.00	0.00	42.50
10/21/2009	B S	4300	05/01/2009	1100	1100	42.50	0.00	0.00	42.50
07/15/2009	B S	3200	05/01/2009	700	700	42.50	0.00	0.00	42.50
04/17/2009	B S	2500	02/05/2009	800	800	42.50	0.00	0.00	42.50
01/20/2009	B S	1700	11/03/2008	900	900	42.50	0.00	0.00	42.50
10/24/2008	B S	800	08/01/2008	800	800	42.50	0.00	0.00	42.50
07/15/2008	B S	0		0	0	-50.99	0.00	0.00	-50.99
38 bills		31,700		31,700		2,196.86	0.00	0.00	2,196.86

TOWN OF MILLINOCKET
WASTE WATER TREATMENT FACILITIES
 197 PENOBSCOT AVENUE
 MILLINOCKET, MAINE 04462
 TEL. 207-723-7006

SEQUENCE NUMBER	DATE OF BILL
4665	10/27/17

SERVICE PROVIDED AT THIS LOCATION
298 BATES ST

PREVIOUS READING	CURRENT READING
28,600	31,700

ACCOUNT NUMBER	CONSUMPTION CU. FEET
136943	3,100

ST	05/02/17	1	08/01/17
----	----------	---	----------

CURRENT FEE	206.72
OTHER CHARGES	0.00
ARREARS	0.00
INTEREST	0.00
TOTAL DUE	206.72

PRESORTED
 FIRST CLASS MAIL
 U.S. POSTAGE PAID
 MILLINOCKET, ME
 PERMIT NO. 1

RETURN SERVICE REQUESTED

To avoid interest costs and/or real estate lien and foreclosure under Maine statutes, all sewer charges must be paid. This bill will be subject to an interest charge of 10.5% per year 30 days after billing date. Due upon presentation. Past due 30 days from billing date.

RETURN THIS STUB WITH PAYMENT

Bill Date 10/27/17
 Account No. 136943
 Amount Due 206.72
 Amount Paid \$

VOISINE SHIRLEY
 298 BATES ST
 MILLINOCKET ME 04462

PROVIDING FOR: Deposit of funds

IT IS ORDERED that the Millinocket Town Council approve the deposit of funds in the amount of \$21,674 from PERC's Debt Service Reserve Fund to Account G05-100-00, Transfer Site Reserve Account.

NOTE: The Town received \$21,674.78 from PERC's Debt Service Reserve Fund because PERC is scheduled to make its last debt service payment and these reserves are no longer needed to secure the loan. In April 2018, the Town will receive over \$27,000 in Put Option reimbursement funds and the Council can decide at that time where it wants to deposit those resources.

PASSED BY THE COUNCIL: _____

ATTEST: _____

ORDER #298-2017

PROVIDING FOR: Transfer of funds.

IT IS ORDERED that the Millinocket Town Council authorize the transfer of funds in the amount of \$40,652 from Account R2100-1413 (Wastewater Admin Fund Balance), to Account E2800-1378 (Wastewater Capital Improvements), to finalize the funding of the Smith Brook Interceptor Project.

PASSED BY THE COUNCIL: _____

ATTEST: _____

Sargent Billing Reconciliation

Total Contract	698,301.93	Final Sargent Bill	
Paid To Date	(585,045.23)		113256.7
10/19 Invoice	\$ 113,256.70		-30791.85
Retainage	(30,791.85)		-21883
Project	(82,464.85)	(b)	60581.85
Balance to Finish	-	(a)	

Budget Reconciliation

		FY18		
		Original	Supplement	Total Project
Smith Brook Budget*		800,000.00	20,345.78	820,345.78
<u>Spent to Date</u>	CDBG	(626,186.00)		(626,186.00)
	WWT	(151,930.85)	(416.00)	(152,346.85)
<u>Sargent Invoice</u>	Excl Retainage			
	CDBG	(13,814.00)		(13,814.00) (b)
	WWT	(8,069.15)	(60,581.70)	(68,650.85) (b)
<u>Pending Sargent Work</u>				- (a)
Project Overrun		-	(40,651.92)	(40,651.92)

**

*Pmt Summary	CDBG	(640,000.00)	-80%
	WWT	(160,000.00)	-20%
		(800,000.00)	

**** Overage Explanation**

Total Spent	FY17	778,116.85
	FY18	416.00
	Sarg	113,256.70
	Ded Ret	(30,791.85)
	Sarg Pend	-
		860,997.70

Unbilled from Orig Proj:	
Maple Trees	4,400
Loam/Seed	13,631
Check Valves	22,621
	40,652

0.08