

TENTATIVE AGENDA
REGULAR TOWN COUNCIL MEETING
COUNCIL CHAMBERS
THURSDAY, JULY 28, 2016
4:30 P.M.

‘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. Call to Order
2. Roll Call.
3. Adjustments to the Agenda
4. Approval of Minutes of the Regular Town Council Meeting of July 14, 2016.
5. Special Presentations: Nature Conservancy
6. Town Manager’s Report

OLD BUSINESS

NEW BUSINESS

7. ORDER #171-2016 Execution of the Warrant for July 21, 2016
8. ORDER #172-2016 Execution of the Warrant for July 28, 2016
9. ORDINANCE #1-2016 – Public Hearing – 1st Reading - Livestock Ordinance
10. ORDER #173-2016 Authorization for Grader
11. ORDER #174-2016 Authorization to purchase Generator for Pump Station
12. ORDER #175-2016 Acceptance of the Revisions to the Tax Acquired Property Policy
13. ORDER #176-2016 Authorization to accept CEO Agreement-Medway
14. ORDER #177-2016 Authorization to accept CEO Agreement-East Millinocket
15. ORDER #178-2016 Transfer Funds to the Friends of the Library
16. Reports and Communications:
 - a. Warrant Committee for the August 11, 2016 Council Meeting will be Councilor Dumais and Councilor Madore
 - b. Chair’s report back on appointed sub-committees
17. Adjournment

Manager's Report July 28, 2016

Council Meeting Schedule-Council Chambers

Thursday, Aug. 11, 2016	4:30 p.m.	Regular Meeting
Thursday, Aug. 25, 2016	4:30 p.m.	Regular Meeting

Foreclosures

No significant change since last meeting.

Left Over Library Funds

How does the Council want to handle this?

Smith Brook Interceptor Project

The project is well for the most part. It is hooked into the Pines Pump Station but the crew is struggling a little with ground water.

Power Utility

Does the Council want to pursue this?

ORDER #171-2016

PROVIDING FOR: Execution of the Warrant for July 21, 2016

IT IS ORDERED that the Warrant for July 21, 2016 in the amount of \$_____ is hereby approved.

Passed by the Town Council_____

Attest:_____

ORDER #172-2016

PROVIDING FOR: Execution of the Warrant for July 28, 2016

IT IS ORDERED that the Warrant for July 28, 2016 in the amount of \$_____ is
hereby approved.

Passed by the Town Council_____

Attest:_____

ORDINANCE #1-2016

PROVIDING FOR: An Amendment to Chapter 61 of the Code of the Town of Millinocket

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MILLINOCKET that Article II of Chapter 61 of the Millinocket Code is amended by repealing and replacing sections 61-12 and 61-13 and adding section 61-13-1 as follows:

61-12 Livestock and other animals prohibited.

No person shall keep chickens, ducks, turkeys, roosters, drakes, tom turkey, fowl of any kind, goats, cattle, sheep, horses, llama, alpaca, rabbit or livestock of any kind on any premises within the limits of the Town of Millinocket except as follows:

A. Livestock

1. Livestock, including but not limited to, a cow, horse, alpaca, llama, sheep or goat, are permitted in the Residential Zones (R1 and R2), Neighborhood Commercial Zone (NC); Highway Commercial Zone (HC), Downtown Commercial Zone (DC), Rural Development (RD); Commercial Forestland Zone (CF) and Shoreland Protection Zone (SP) as those zones are defined and located in the Zoning Ordinance of the Town of Millinocket from time to time.
2. Livestock, including but not limited to, a cow, horse, alpaca, llama, sheep or goat, are not permitted in the Industrial Zone (ID), Airport Development Zone (AD), Open Space/Recreation Zone (OR) or Wetland Protection Zone (WP) as those zones are defined and located in the Zoning Ordinance of the Town of Millinocket.
3. In those zones in which livestock are permitted, livestock can be kept, in accordance with the following provisions, on any lot which meets the lot area, frontage and width requirements for the zone in which the lot is located as defined in Part 2 of the Zoning Ordinance of the Town of Millinocket. The size of a lot is determined by its legal description on the face of the earth.

4. One livestock Animal Unit (AU) is allowed per acre of lot. A horse or cow is equal to 1.5 Animal Units. A sheep, goat, llama or alpaca equals 0.5 Animal Unit. Other livestock equal 1 Animal Unit.
5. Livestock must be kept back 25-feet from the high water mark of a water body. Manure cannot be stockpiled or stored within 100' of a Great Pond or tributary to a Great Pond or within 75' of other water bodies.
6. Each lot on which livestock is maintained shall have adequate fences or barriers that will prevent livestock from escaping the lot or entering or damaging a neighboring property or a waterbody or public property.
7. Livestock may not occupy the portion of a lot within ten feet of a property line, area from which livestock is prohibited within the lot, or within ten feet of public property.
8. Livestock and any accessory structures for livestock cannot be located in the front yard of a lot that is visible from a public way or an adjacent property. Livestock and accessory structures can be located in the rear yard of a lot.
9. A permit is required from the Code Enforcement Officer, as defined in the Zoning Ordinance of the Town of Millinocket, in order to keep livestock. The permit fee for each class of animal is \$5 and remains valid for the duration that livestock is maintained on the holder's property, as recorded in the town's records on the date the permit was issued. The Code Enforcement Officer shall develop an application form for completion by the applicant and from which compliance with this ordinance can be determined. The Dog Constable shall consult with the Code Enforcement Officer concerning issuance of the permit. A permit under this Ordinance is not authorization for accessory buildings for livestock each of which must be separately permitted under the Building Construction Code, Zoning Ordinance and/or any other town code which applies.
10. Livestock on a lot must not result in the making, creation or maintenance of excessive, unnecessary or unreasonably loud noise

which disturbs, annoys, injures, prejudices or endangers the comfort, repose, health, peace or safety of individuals of ordinary sensibilities or the public in general or the property rights of others, and which noise affects and is a detriment to the public health, comfort, convenience, safety, welfare or prosperity of the residents of the Town.

11. Livestock on a lot must not cause or produce unreasonable, offensive or harmful odors which are perceptible beyond the lot line of the lot on which the livestock is permitted. The composting of animal manure or waste is allowed on the lot on which the animals are permitted but must not cause or produce unreasonable, offensive or harmful odors which are perceptible beyond the lot line of the lot.
12. Animal manure or waste must be properly discarded or stored in a suitable covered container or in a fully enclosed structure with a roof that complies with any required setback from a property line. Except for compost, no more than three (3) cubic feet of manure can be stored on any lot.
13. In addition to the requirements of this Ordinance, the permit holder for livestock shall comply with the requirements in the "Manual of Best Management Practices for Maine Agriculture" published by Maine Dept. of Agriculture, issued in January 2007 and the requirements in the "Manure Utilization Guidelines" published by the Maine Dept. of Agriculture, issued Nov. 1, 2001 and as such publications may be updated or replaced with other publications from time to time.

B. Other animals

1. Other animals are allowed at the following densities:
 - a. A chicken (no roosters) or rabbit equals 0.066 AU and 1 AU per acre is allowed except that a minimum of six (6) chickens are allowed on each lot;
 - b. A turkey (no toms) equals 0.2 AU and 1 AU per acre is allowed;
 - c. A duck (no drakes) equals 0.1 AU and 1 AU per acre is allowed.

2. It shall be unlawful for any person to keep on their premises any animals without providing adequate fences or barriers that will prevent animals from escaping, damaging or disrupting any portion of a neighboring property or a waterbody or public property.
3. Animals on a lot must not result in the making, creation or maintenance of excessive, unnecessary or unreasonably loud noise which disturbs, annoys, injures, prejudices or endangers the comfort, repose, health, peace or safety of individuals of ordinary sensibilities or the public in general or the property rights of others, and which noise affects and is a detriment to the public health, comfort, convenience, safety, welfare or prosperity of the residents of the Town.
4. Animals on a lot must not cause or produce unreasonable, offensive or harmful odors which are perceptible beyond the lot line of the lot on which the livestock is permitted. The composting of animal manure or waste is allowed on the lot on which the animals are permitted but must not cause or produce unreasonable, offensive or harmful odors which are perceptible beyond the lot line of the lot.
5. Animal manure or waste must be properly discarded or stored in a suitable covered container or in a fully enclosed structure with a roof that complies with any required setback from a property line. Except for compost, no more than three (3) cubic feet of manure can be stored on any lot.
6. A permit is required from the Code Enforcement Officer, as defined in the Zoning Ordinance of the Town of Millinocket, in order to keep animals. The permit fee for each class of animal is \$5 and remains valid for the duration that livestock is maintained on the holder's property, as recorded in the town's records on the date the permit was issued. The Code Enforcement Officer shall develop an application form for completion by the applicant and from which compliance with this ordinance can be determined. The Dog Constable shall consult with the Code Enforcement Officer concerning issuance of the permit. A permit under this Ordinance is not authorization for accessory buildings for animals each of

which must be separately permitted under the Building Construction Code, Zoning Ordinance and/or any other town code which applies.

7. In addition to the requirements of this Ordinance, the permit holder for animals shall comply with the requirements in the “Manual of Best Management Practices for Maine Agriculture” published by Maine Dept. of Agriculture, issued in January 2007 and the requirements in the “Manure Utilization Guidelines” published by the Maine Dept. of Agriculture, issued Nov. 1, 2001 and as such publications may be updated or replaced with other publications from time to time.

C. Other Provisions

1. Livestock regulations are necessary to allow residents of Millinocket to keep and maintain livestock for personal use and gain, with such use incidental or subordinate to other residential or non-commercial uses of a property. This Article does not allow commercial for profit animal farming operations.
2. The permit required by this Article is in addition to any permit required by any other Ordinance or regulation of the Town of Millinocket

61-13 Penalties violations and enforcement.

Any person who shall violate a provision of this article shall be subject to a penalty of \$100.00 for each occurrence. Each day that a violation continues shall be deemed a separate occurrence with a maximum penalty as provided in Title 30-A MRSA Section 4452 as in effect from time to time or as replaced by another statute addressing the same subject matter.

Any person who violates this Code shall also be responsible for the costs and expenses, including attorneys fees, incurred by the Town in prosecuting and correcting violations of this Ordinance.

This article shall be enforced by the Dog Constable or Code Enforcement Officer and they shall retain the right to revoke livestock and other animal

permits should conditions exist that do not conform to the aforementioned standards.

16-13-1 Severability.

Every section of this ordinance or subdivision or separate part thereof shall be considered a separate provision such that if any portion shall be declared invalid such invalidity shall not affect the remaining parts of this ordinance.

IT IS FURTHER ORDAINED that the Town Clerk make appropriate changes to incorporate this article into the Millinocket Code and distribute new pages to all persons known to have a copy of the Code.

First Reading: _____

Second Reading: _____

Effective Date: _____

PROVIDING FOR: Authorization for the Town Manager to sign the necessary paperwork to secure a loan from Bangor Savings Bank.

IT IS ORDERED that the Millinocket Town Council authorizes the Town Manager to sign the necessary paperwork to secure a loan in the amount of \$100,000 from Bangor Savings Bank to refurbish the Public Works Grader. The term of the loan will be for four years, at 1.9% interest, with annual principal and interest payments of \$26,198.30. The total amount of interest will be \$4,793.14.

NOTE: Three other quotes were submitted:

Bangor Savings three years – 1.7% Interest Annual Payments-\$34,472.43
Total Interest-\$3,417.31

Bangor Savings five years – 2.2% Int. Annual Payments – Approximately \$20,000
Total Interest - \$6,696

Bond Bank five years – 1.5% Interest Annual Payments - \$20,000
Total Interest - \$4,500

PASSED BY THE COUNCIL: _____

ATTEST: _____

7/22/16

Loan Repayment Schedule

08:26:44

Name of client: TOWN OF MILLINOCKET

Loan type: MUNICIPAL-TAX EXEMPT

Principal amount: 10000000

Interest rate: 001 900000

APR Value: 1.8994 %

Interest base: 0

Payment code: 0

Origination date: 081516

Date of first payment: 081517

Number of payments: 004

Payment frequency: 012 M

Semi-monthly days of the month: 00 00

Payment amount: 2619830

Last payment amount: 26,198.24

Miscellaneous Fees:

Print results: N

Total interest: 4,793.14

Total principal: 100,000.00

Total payments: 104,793.14

Insurance calculated on current balance only

F3=Exit F12=Previous

HELP=Help

F13=Codes

DATE: 7/22/16

Bangor Savings Bank

PREPARED FOR: TOWN OF MILLINOCKET

RATE: 01.900000% PAYMENT:

26,198.30 TERM: 4M

DATE	NUMBER	INTEREST	PRINCIPAL	C/L	A/H	UN EMP	PAYMENT		BALANCE
							TOTAL		
8/15/17	1	1,898.02	24,300.28	.00	.00	.00	26,198.30	100,000.00	75,699.72
8/15/18	2	1,438.29	24,760.01	.00	.00	.00	26,198.30		50,939.71
8/15/19	3	987.85	25,238.45	.00	.00	.00	26,198.30		25,709.26
8/15/20	4	488.98	25,709.26	.00	.00	.00	26,198.24		.00
CALENDAR YEAR 2020		4,793.14	100,000.00	.00	.00	.00	104,793.14		
GRAND TOTAL		4,793.14	100,000.00	.00	.00	.00	104,793.14		

7/22/16

Loan Repayment Schedule

08:25:53

Name of client: TOWN OF MILLINOCKET

Loan type: MUNICIPAL-TAX EXEMPT

Principal amount: 10000000

Interest rate: 001 700000

APR Value: 1.6991 %

Interest base: 0

Payment code: 0

Origination date: 081516

Date of first payment: 081517

Number of payments: 003

Payment frequency: 012 M

Semi-monthly days of the month: 00 00

Payment amount: 3447243

Last payment amount: 34,472.45

Miscellaneous Fees:

Print results: N

Total interest: 3,417.31

Total principal: 100,000.00

Total payments: 103,417.31

Insurance calculated on current balance only

F3=Exit F12=Previous

HELP-Help

F13=Codes

DATE: 7/22/16

Bangor Savings Bank

PREPARED FOR: TOWN OF MILLINOCKET

RATE: 01.700000% PAYMENT: 34,472.43 TERM: 3M

PAGE: 1

DATE	NUMBER	INTEREST	PRINCIPAL	C/L	A/H	UN EMP	PAYMENT	TOTAL	BALANCE
8/15/17	1	1,698.23	32,774.20	.00	.00	.00	34,472.43	100,000.00	67,225.80
8/15/18	2	1,142.84	33,322.59	.00	.00	.00	34,472.43	34,472.43	33,896.21
8/15/19	3	576.24	33,896.21	.00	.00	.00	34,472.43	34,472.43	33,896.21
CALENDAR YEAR 2019		3,417.31	100,000.00	.00	.00	.00		103,417.31	
GRAND TOTAL		3,417.31	100,000.00	.00	.00	.00		103,417.31	

Initial Loan Values

Loan Amount:	\$100,000.00	Number of Payments:	5
Annual Interest Rate:	2.2000%	Periodic Payment:	\$21,339.15
Loan Date:	08/01/2016	1st Payment Due:	08/01/2017
Payment Frequency:	Annually	Last Payment Due:	08/01/2021
Total Interest Due:	\$6,695.72	Total All Payments:	\$106,695.72

Payment Schedule

#/Year	Date	Payment	Interest	Principal	Balance
Loan:	08/01/2016	0.00	0.00	0.00	100,000.00
1:1	08/01/2017	21,339.15	2,200.00	19,139.15	80,860.85
	Running Totals:	21,339.15	2,200.00	19,139.15	
2:2	08/01/2018	21,339.15	1,778.94	19,560.21	61,300.64
	Running Totals:	42,678.30	3,978.94	38,699.36	
3:3	08/01/2019	21,339.15	1,348.61	19,990.54	41,310.10
	Running Totals:	64,017.45	5,327.55	58,689.90	
4:4	08/01/2020	21,339.15	908.82	20,430.33	20,879.77
	Running Totals:	85,356.60	6,236.37	79,120.23	
5:5	08/01/2021	21,339.12	459.35	20,879.77	0.00
	Running Totals:	106,695.72	6,695.72	100,000.00	

Calculation method: Normal, 360 days per year

financial-calculators.com

Last payment decreased by \$0.03 due to rounding

\$100,000
 BSB
 5 years
 2.2%
 \$6,696 approx total interest cost

Initial Loan Values

Loan Amount:	\$100,000.00	Number of Payments:	5
Annual Interest Rate:	1.5000%	Periodic Payment:	\$21,500.00
Loan Date:	08/01/2016	1st Payment Due:	08/01/2017
Payment Frequency:	Annually	Last Payment Due:	08/01/2021
Total Interest Due:	\$4,500.00	Total All Payments:	\$104,500.00

Payment Schedule

# / Year	Date	Payment	Interest	Principal	Balance
Loan:	08/01/2016	0.00	0.00	0.00	100,000.00
1:1	08/01/2017	21,500.00	1,500.00	20,000.00	80,000.00
	Running Totals:	21,500.00	1,500.00	20,000.00	
2:2	08/01/2018	21,200.00	1,200.00	20,000.00	60,000.00
	Running Totals:	42,700.00	2,700.00	40,000.00	
3:3	08/01/2019	20,900.00	900.00	20,000.00	40,000.00
	Running Totals:	63,600.00	3,600.00	60,000.00	
4:4	08/01/2020	20,600.00	600.00	20,000.00	20,000.00
	Running Totals:	84,200.00	4,200.00	80,000.00	
5:5	08/01/2021	20,300.00	300.00	20,000.00	0.00
	Running Totals:	104,500.00	4,500.00	100,000.00	

Calculation method: Normal, 360 days per year

financial-calculators.com

No rounding adjustment necessary

Print

#100,000
Bond Bank
5 years
1.5%

\$4,500 approx total interest cost

Office of Town Manager/Treasurer
(207) 723-7000

TOWN OF MILLINOCKET
197 Penobscot Avenue
Millinocket, Maine 04462



ORDER #174-2016

PROVIDING FOR: Authorization to purchase a new generator for the Pines Pump House Station.

IT IS ORDERED that the Millinocket Town Council authorizes the expenditure of funds in the amount of \$20,110.00 to purchase a Cummins Onan C60D6 60Kw 1800 rpm Genset, 60Hz, 3 phase 277/480 volt generator for the Pines Pump House Station.

NOTE: Three other bids were received:

1. Milton Cat - \$21,828.00
2. Milton Cat - \$21,663.00
3. Cummins Northeast LLC - \$18,895.00

PASSED BY THE COUNCIL: _____

ATTEST: _____

CMD Powersystems, Inc.

Estimate

42 Dave's Way
Hermon, ME 04401
(207) 848-7702 Fax (207) 848-7705

Date	Estimate #
7/13/2016	9881

Name / Address
Jim Charette Chief Operator, MWWTF 197 Penobscot Avenue Millinocket, Maine 04462 (207) 723-7040

Ship To

P.O. No.	Terms	Rep	FOB	Project	Expires
	Net 14 Days	WP			11/07/16
Item	Description				Qty
NI Generators	Cummins Onan C60D6 60Kw 1800 rpm Diesel Genset, 60Hz, 3 phase 277/480 volt Includes: 4 cylinder Cummins 3.3B G2 diesel engine PCC 1302 digital control 120 volt coolant heater engine safety shutdowns welded skid frame mounting running time meter 75 A output circuit breaker 6A battery charger				1
NI Transfer Switches Startup 02	OTEC 150,150 A 277/480 volt automatic transfer switch Perform start up and testing on new generator, adjust governor, voltage and frequency output. Load test at full load. Availability is about 6 weeks from time of order				1 1
Thank you for the opportunity to provide you with this quotation.				Subtotal	\$20,110.00
				Sales Tax (0.0%)	\$0.00
				Total	\$20,110.00

Signature _____

Jim Charette

From: Nunnally, Dave <Dave_Nunnally@miltoncat.com>
Sent: Thursday, June 30, 2016 2:48 PM
To: Wastewater@Millinocket.org
Subject: 80 kW Generator Quote

Jim,

Here is your budgetary quote, please contact me directly with changes or questions, thanks for the opportunity.

D80-8, Diesel, 80 kW, 277/480, Skid mount, no fuel tank, 125 A unit mounted breaker, NFPA 110 upgrade (low coolant shutdown, audible local alarm), permanent magnet excitation, radiator transition flange, 25 dBA reduction silencer, silencer overhauled mounting kit, jacket water heater, battery charger, factory direct freight, startup

1 year service agreement (PM1) included at no charge. Work will be performed by one of two Milton Cat technicians located in your immediate area.

Price is \$21828.00

Best Regards,

Dave Nunnally
Power Systems Sales Representative
ME, NH, VT
603.345.5038

Milton Cat | 30 Industrial Drive, Londonderry, NH 03053 | 603.665.4500

Please take note of our new address above

Jim Charette

From: Nunnally, Dave <Dave_Nunnally@miltoncat.com>
Sent: Thursday, July 07, 2016 9:49 AM
To: 'Wastewater@Millinocket.org'
Subject: RE: 80 kW Generator Quote

Jim,

150A, 3P, NEMA 1 ATS with engine exerciser added to the 60kw unit brings the price to \$23,382.00

I went with 150A in case you decide to go with 80kw, the price increase was only \$125. Please verify 3 pole will work for you, thanks

Best Regards,

Dave Nunnally
Power Systems Sales Representative
ME, NH, VT
603.345.5038

Milton Cat | 30 Industrial Drive, Londonderry, NH 03053 | 603.665.4500

Please take note of our new address above

From: Nunnally, Dave
Sent: Tuesday, July 05, 2016 1:05 PM
To: Wastewater@Millinocket.org
Subject: RE: 80 kW Generator Quote

Jim,

D60-6, Diesel, 60 kW, 277/480, Skid mount, no fuel tank, 100 A unit mounted breaker, NFPA 110 upgrade (low coolant shutdown, audible local alarm), permanent magnet excitation, radiator transition flange, 25 dBA reduction silencer, silencer overhauled mounting kit, jacket water heater, battery charger, factory direct freight, startup

1 year service agreement (PM1) included at no charge. Work will be performed by one of two Milton Cat technicians located in your immediate area.

Price is \$21663.00

Best Regards,

Dave Nunnally
Power Systems Sales Representative
ME, NH, VT
603.345.5038

Our energy working for you.™



Quotation

CUMMINS NORTHEAST LLC
10 Gibson Road
Scarborough, ME 04074
Direct: 207-510-2238

June 30, 2016

Attn: Jim Charette, Millinocket WW

Project Name: Millinocket, Maine WWTF

Quotation: 4001000000159868

Thank you for your inquiry. We are pleased to quote as follows:

		USD
Item	Description	Qty
	Diesel Genset: 60Hz-25kW-60kW	
Install-US-Stat	U.S. EPA, Stationary Emergency Application	1
C60 D6	60kW, 60HZ, Standby, Diesel Genset	1
A331-2	Duty Rating-Standby Power	1
L090-2	Listing-UL 2200	1
L193-2	NFPA 110 Type 10 Level 1 Capable	1
L169-2	Emissions Certification, EPA, Tier 3, NSPS CI Stationary Emergency	1
R002-2	Voltage-277/480,3 Phase,Wye,4 Wire	1
B943-2	Alternator-60Hz,12L,480/277V,120C,40C amb	1
H700-2	Generator Set Control-PowerCommand 1.1	1
B184-2	Exciter/Regulator-Pmg, 3 Phase Sensor	1
A366-2	Engine Governor-Electronic, Isochronous Only	1
H536-2	Display Language-English	1
H012-2	Gauge-Oil Pressure	1
H728-2	Meters-AC OutputAnalog (kVA)	1
K796-2	Stop Switch-Emergency	1
KS52-2	Relays-Auxiliary, Quantity 2, (25A-15V DC)/(10A-30V DC)	1
H608-2	Control Mounting-Right Facing	1
KV03-2	Load Connection-Single	1
KX26-2	CB,Loc A,70A-250A,3P,LSI,600VAC,100%,UL	1
F179-2	Skidbase-Housing Ready	1
A422-2	Engine Starter - 12 VDC Motor	1
A333-2	Battery Charging Alternator-Normal Output	1
BB89-2	Battery Charger - 6 Amp, Regulated	1
E125-2	Engine Cooling-High Ambient Air Temperature	1
H389-2	Shutdown-Low Coolant Level	1

E089-2	Extension-Engine Coolant Drain	1
F013-2	Duct Adaptor-Radiator Outlet	1
H669-2	Engine Coolant-50% Antifreeze, 50% Water Mixture	1
E153-2	Coolant Heater, Cold Ambient	1
D041-2	Engine Air Cleaner-Normal Duty	1
A299-2	Exhaust Connector-NPT	1
H706-2	Engine Oil	1
L028-2	Genset Warranty- Base	1
L050-2	Literature-English	1
A322-2	Packing-Skid, Poly Bag	1
F253-2	Rack, Larger Battery	1
H268-2	Extension-Oil Drain	1
CP01-2	Common Parts Listing	1
SPEC-A	Product Revision - A	1
0155-2342-07	Critical Muffler-Side Inlet End Outlet-3"NPT	1
0155-2707	Exhaust Pipe Package-Side Inlet-3"NPT to 3"NPT	1
SP-1	Lead acid starting battery	1
SP-2	Delivery to site, offloading by others	1
SP-3	Start up and building load test - One visit	1

Grand Total \$18,895.00

Options:

1. 80 KW diesel generator set, equipped as outlined above - **\$21,830.00.**
2. Delivery to site by common carrier (Box truck). Fork truck and loading dock required for offloading. **Deduct (\$800.00).**
3. Automatic transfer switch, Cummins OTECC, 300 amp, 3 pole, NEMA 1 enclosed. **Add \$2,850.00.**

Notes:

1. No specifications have been reviewed.
2. Installation is not included. All rigging, exhaust make up piping, duct work, etc. by others.
3. Existing fuel tank is to be reused.

Submitted by

Mike Gilbert , Sales Engineer
mike.gilbert@cummins.com
Mobile: 603-923-0160

Our energy working for you.™



CUMMINS NORTHEAST LLC
10 Gibson Road
Scarborough, ME 04074
Direct: 207-510-2238

Terms and Conditions

Extended Warranty Coverage is valid only in the United States and Canada. For Extended Warranty requirements outside of the United States and Canada, please contact your Cummins Power Generation-Fridley Warranty Analyst.

DELIVERY

Delivery is Quoted as FOB Origin via an Enclosed Common Carrier (Open Carriers available upon request and may include additional cost and scheduling changes)

Unloading, Rigging and Placement of Equipment (on Pad or In-Building) to be done by others

Estimated Delivery is 7-9 Weeks for the Generator and 3-4 Weeks for the Transfer Switch

Quoted Lead Time or Delivery Dates are Estimates ONLY and are Subject to Change; (Key factors include Release Date and the Date we can place your order on our Factory)

START UP & TEST/COMMISSIONING

Start Up & Test; must be scheduled at least two weeks in advance with CNE Service Dept.

No Start Up & Test will be performed until Invoice has been Paid in Full unless otherwise Specified in this quotation (See Retainage)

A Signed Pre-Start Inspection Sheet from the Jobsite must be returned to the CNE Service Mgr prior to scheduling the Start Up

All quotations that include Start Ups will be performed on Weekdays during Normal working hours. Overtime and Premium Time for Nights, Weekends and or Holidays MUST be requested in advance from CNE Service Manager and quoted separately

Unless specifically mentioned in our quotation, we will not perform resistive load bank testing to demonstrate compliance with NFPA110 Single Step Load Pick Up requirement or for other reasons (such testing is available at additional cost).

Fuel Supplies adequate for the testing and operation of our generators (either gaseous or diesel fuels) shall be the responsibility of Others and shall be confirmed in writing before a Start Up & Test can be scheduled (Fuel availability is included on our Pre-Start Inspection Form).

No Wiring, Piping or Construction shall be performed by CNE unless specifically defined and previously quoted by the CNE Service Mgr.

CNE will not be responsible for any labor or materials charged by Others associated with the Start Up and Installation of this equipment unless previously agreed upon in writing by CNE.

SALES TAX

Prices shown are quoted Less any Sales Tax. Applicable Sales Tax will be added to our invoice. Valid Tax Exemption MUST be on file with CNE Credit Dept for Tax Exempt Sales PRIOR to Invoicing.

PAYMENT

Proposal is Valid for 30 Days from Quote Date; An Updated Quotation is required beyond this date

Terms are Net 30 days Pending Credit Approval by CNE Credit Mgr.

No Equipment will be Scheduled for Manufacture without Credit Approval and Release from the Customer

No Start Up & Test will be performed until Invoice has been Paid in Full unless otherwise Specified in this quotation (See Retainage)

RETAINAGE

Retainage or Hold Back is not acceptable nor binding on CNE, unless agreed to and confirmed in writing by CNE Credit Mgr.

CANCELLATION

Cancellation charges shall apply for Orders Cancelled after Placement and Acceptance by CNE. All costs for equipment, fabrication, freight and all other incurred expense will be used to calculate the Total Cancellation Fee.

WARRANTY

Cummins One Year Warranty applies to all Cummins Supplied Products unless otherwise specified

Extended Warranty coverage may be available at additional cost during the One Warranty period

EMISSIONS

The equipment contained in this Quotation may need to comply with local or Federal EPA Emissions regulations for Stationary or Mobile Off-highway generators.

The date of receipt of the Customer Purchase Order will become the date at which applicable regulations must be met; CNE will verify the EPA Tier standard for each generator upon receipt of the order; any equipment or model changes will require a new quotation and bill of materials

Compliance with all regulations will be the responsibility of the Customer and their agents

GENERAL

We reserve the right to correct errors or omissions in our quotation

Contracts which include liquidated damages or penalty clauses for failure to meet promised shipping dates are not acceptable or binding on CNE, unless accepted and confirmed in writing by CNE Credit Mgr.

CNE Terms & Conditions apply to the content of this quotation and no others. Terms & Conditions will supersede or take precedence over those listed here.

By issuing a Purchase Order with reference to this quotation and/or project the Buyer accepts all Terms and Conditions contained herein.

Please be advised that as a matter of procedure Cummins Northeast LLC retains its lien rights. The sending of a Preliminary Notice is prescribed by the construction lien laws of most states. This is a statutory requirement and needs to be done as a matter of law. The sending of this notice does not reflect on your credit worthiness or any other party to the project nor does it indicate any expected problem in the payment of invoices.

SUPPLEMENTAL INFORMATION

Relationship to end user (check applicable relationship):

Owner ☐

General Contractor ☐

Sub Contractor ☐

Other ☐ Please describe relationship:

Owner / Awarding Authority Name (If applicable):

Address:

Email:

Phone:

General Contractor Name (If applicable):

Address:

Email:

Phone:

General Contractor's Surety Name:

Address:

Email:

Phone:

Subcontractor Name (If applicable):

Address:

Email:

Phone:

Subcontractor's Surety Name:

Address:

Email:

Phone:

Architect Name (If applicable):

Address:

Email:

Phone:

Signature

Date

Title

ORDER #175-2016

PROVIDING FOR: The acceptance of the revisions to the Tax Acquired Property Policy.

IT IS ORDERED that the Millinocket Town Council accepts the July 8th 2016 revisions to the Town's Tax Acquired Property Policy and incorporates them into the existing policy.

PASSED BY THE COUNCIL: _____

ATTEST: _____

Manager

From: Madore, Michael <mmadore@millinocketschools.org>
Sent: Friday, July 08, 2016 1:47 PM
To: Louis Pelletier; Paul Sannicandro; Charles Pray; Jesse Dumais; Michael Madore; manager@millinocket.org; Dick Angotti
Subject: Revised Tax acquired property policy John please make a hard copy for Glida. Thanks

Tax- Acquired Property Revised 7/8/2016

Section 1. Title

Section2. Purpose.

Section3. Definitions.

Section4. Management and Administration.

Section5. Disposition of Tax-Acquired Property.

Section6. Applicability.

Section 1. Title.

This chapter shall be known as and may be cited as the Policy for Tax-Acquired Property for the Town of Millinocket, Maine and shall be referred to herein as “this chapter”

Section 2. Purpose.

The purpose of this chapter is to establish a policy procedure whereby real estate property acquired in accordance with M.R.S.A. (sub-section) 942 and 943, as amended shall be managed, administered and disposed of by the Town of Millinocket. This is a policy and not an ordinance.

Section 3. Definitions.

For the purpose of this chapter the following definitions shall be observed in the construction of this chapter:

Foreclosed Tax Lien –A tax lien mortgage that has automatically foreclosed pursuant to 36 M.R.S.A. (subsection) 942 and 943.

Just Value For The Current Year Taxes Not Assessed.- The amount of taxes that would have been assessed to the property had it not been owned by the municipality on April 1 of the year in which it is sold by the municipality. (Note: The purpose of this definition is to recover for the municipality those taxes which have been assessed to the municipality if it had been privately owned on April 1 in the year it is sold. These taxes would be lost under current law if the municipality sells tax-acquired property after April 1.)

Land or Lands- That portion of the physical surface of the earth either natural or modified by man to permanent or semi- permanent site and all natural or man-made resources therein and thereon. For the purpose of this chapter “land” shall be commonly referred to as” real estate property, “as cited below

Mail, - Regular, first-class mail posted at any United States Post Office, Postage prepaid.

Manufactured Real Estate Property – Any structure, building, or dwelling including mobile home, the same being constructed or fabricated elsewhere and transported, in whole or in parts, to and placed, set or installed permanently or temporarily upon land within the municipality. For the purpose of this chapter,” manufactured real estate property” shall be commonly referred to as “real estate property” as cited below.

Municipality –The Town of Millinocket Maine.

Municipal officers – The Town Council of the town of Millinocket, Maine.

~~Prior~~–Existing Owner- the person or persons, entity or entities, heirs or assigns to whom the property was most recently assessed for municipal taxes.

Quitclaim Deed- A signed legal instrument (a quitclaim deed without covenants) releasing the municipality’s right, title or interest in real estate property, acquired by virtue of fore-closed tax liens, to an individual or individuals, entity or entities, without providing a guarantee or warranty of title to the same.

Real Estate Property – That real estate property tax-acquired by the municipality by virtue of a foreclosed tax lien as cited above.

Tax Lien – The statutory lien created by M.R.S.A. (subsection) 552.

Section 4. Management and Administration.

Following statutory foreclosure of a tax lien mortgage, title to the real estate property automatically passes to the municipality. The management of this property rests exclusively with the municipal officers, subject to the provisions of state statutes and local municipal ordinances and regulations.

The municipal officers shall determine whether a tax-acquired property and tax-acquired mobile homes:

A. The municipal officers shall determine whether a tax-acquired property is to be retained for municipal use or disposed of in accordance with provisions of this policy. The municipal officers shall determine which lots, if any, shall be appraised prior to sale.

B. The municipal officers ~~may obtain fire loss insurance for~~ will provide liability coverage for tax acquired property to cover any injuries on said property while in the towns possession under the towns current municipal policy.

~~C.—In the event the town determines that the property is to be retained by the town, then the occupants thereof should be evicted~~ shall be evicted. If the property is to be returned to the Prior owner, arrangements can be made for the payback to the town, ~~but not on a landlord-tenant relationship.~~ But not if the tenant seeks to make restitution for the landlord in order to retain residence in the property.

D. The Municipal officers may pursue action for equitable relief in accordance with the provisions of 36 M.R.S.A. (subsection) 946 as amended as a means of securing clear title (baring any mortgage or other collateral liens) of any tax-acquired property, when the municipal officers decide to retain the property.

E. The municipal officers may obtain general liability insurance coverage for the Tax-acquired property.

Section 5. Disposition of tax-acquired property.

A. Within ~~seven (7) days~~ seven business days following the date of foreclosure, or if no foreclosure occurs within ~~seven (7) days~~ seven business days of the date foreclosure occurs, the Treasurer shall provide the municipal officers with an inventory of all tax-acquired property. The inventory shall include all tax-acquired real estate property. From prior years in which the municipality continues to retain an interest.

B. Within ~~twenty-one (21) days~~ twenty-one business days of receipt of the inventory list from the Treasurer the municipal officers shall determine which, if any property shall be offered for sale to the immediate prior owner for all past due taxes, accrued interest and costs, and a ~~\$450.00 cost~~ a \$500.00 cost to cover administrative costs associated with the tax lien foreclosure process. The Town Council may, at its sole discretion, waive the ~~\$450.00~~ \$500.00 cost to cover administrative, legal and recording costs. The Treasurer shall notify the delinquent taxpayer at his or her last named address, according to the Town tax Assessor's records, and the current occupant, if applicable both the delinquent taxpayer and any occupant with a copy of this policy as well a notice to vacate the premises if all past due taxes, accrued interest and costs associated with the tax lien foreclosure process including just value for the current year not assessed, if applicable, are not paid in full within ~~thirty (30) Days~~ thirty business days from the date of the "notice to vacate". Following acceptance of payment in full, the municipality shall deliver a municipal quitclaim deed without covenants to the immediate prior owner releasing the municipality's interest in the property.

C. The municipal officers shall by majority vote, decide the appropriate disposition of all other tax-acquired property that is not sold to the immediate prior owner.

D. The municipal officers shall cause a public notice of an impending public sale of tax-acquired property to be posted within the Town Hall and be advertised for two (2) successive weeks in those newspapers generally used by the town for legal advertisements. The notice shall be published at least ~~five (5) days~~ five business days prior to the advertised sale date. The Municipal Officers shall require the following for proper submission.

- a. A bid sheet containing a full description of the property being bid upon and the bid price in United States currency.
- b. The minimum bid shall be ~~\$450.00~~ \$1000.00 plus any and all accrued outstanding taxes, interest and lien costs.
- c. A certified cashier's check or postal money order in the amount not less than ten percent (10%) of the bid price, to be included as a deposit on the bid. Failure to submit a deposit shall cause the bid to be automatically rejected.
- d. All sale process shall be handled individually. One property at a time shall be brought forth to allow discussions to occur freely.
- e. All bids are to be treated equally. No special treatment shall be given to abutters.
- f. A copy of a plan of usage shall accompany all orders by each bidder so that the council may make a more informed decision in case of bid amounts relatively close in amounts occurs.
- g. The council may accept or reject any and all bids and repost the property at their digression.

- h. If a bidder is in the audience, he or she should be given the right to make a statement and field questions from the council members. If the bidder cannot appear in person then the bidder may send a letter to be read by the manager prior to any final action of the council.
- i. A bid action can be tabled anytime during the discussion to request more information from the manager.
- j. Reclaimed property no matter how it is used should come with an expectation of providing some form of tax revenue. This does not exclude non-profits from bidding on properties, but in such a case, an arrangement for some form of annual payment in lieu of taxes should be addressed, and a mutual agreement arranged before the deed is transferred.
- k. A background check for delinquent taxes owed to the town on any existing properties owned by the bidder by certification of primary ownership.
- l. A request for a time line as to either demolition or restoration should be provided at the time of the initial bid.
- m. A 10% deposit of the bid amount must accompany the formal bid (which should be a minimum of \$1000.00 as referenced in article b.) 10% at 1000.00 – \$100.00. If not the winning bid then the deposit will be returned.
- n. Demolition of a property must commence no later than one (1) year from purchase if that is the buyer's intent for the property.
- o. Specific deed requirements must be abided by the bidder for intent.
- p. Any previous property that has been condemned prior to the bid process must be removed by the winning bidder before any new construction can be performed.
- q. The municipal officers shall notify, via mail any successful bidder.
- r. The municipal officers shall require payment in full from any successful bidder within 30 calendar days following the date when bids are opened and read. Should the bidder fail to pay the balance, the municipality shall retain the bid price deposit and title to the property.
- s. The municipal officers shall issue only a quitclaim deed which may or may not contain covenants to convey title to the tax-acquired property.

Section 6. Applicability:

This is a policy and not an ordinance which is intended as a guideline with regard to tax-acquired property. The municipal officers may vote to take action different from the guidelines set forth in this chapter; it is in the best interest of the Town of Millinocket.

PROVIDING FOR: Authorization to accept the agreement between the Town of Millinocket and the Town of Medway to provide Tax Assessor and Code Enforcement services.

IT IS ORDERED that the Millinocket Town Council authorizes the acceptance of the agreement between the Town of Millinocket and the Town of Medway to provide Tax Assessor and Code Enforcement Services at a contracted cost of \$7,283.00 for Tax Assessing services and \$4,431.00 for Code Enforcement services. This agreement will be in effect from July 1, 2016, to June 30, 2017.

PASSED BY THE COUNCIL: _____

ATTEST: _____

TOWN OF MILLINOCKET AND TOWN OF MEDWAY

AGREEMENT TO PROVIDE TAX ASSESSOR AND CODE ENFORCEMENT SERVICES

Whereas, the Town of Millinocket and the Town of Medway are municipalities within the State of Maine; and,

Whereas, the Town of Millinocket employs a full time Tax Assessor and Code Enforcement Officer; and,

Whereas, the Towns desire to share mutually the services of said Tax Assessor and/or Code Enforcement Officer; and,

Whereas, the Legislative bodies of each Town have agreed for such services to be provided on the terms and conditions outlined below;

Now Therefore, It is agreed as follows:

1. **Parties.** The parties to this Agreement are the Town of Millinocket (hereinafter referred to as "Millinocket"), the Town of East Millinocket (hereinafter referred to as "East Millinocket") and the Town of Medway (hereinafter referred to as "Medway").
2. **Term.** The term of this Agreement shall commence on July 1, 2016 and end on June 30, 2017, unless terminated for cause as described below.
3. **Services.** The services to be provided to Medway include Tax Assessing and Code Enforcement duties, with such duties further explained below.
4. **Costs.** The costs to Medway shall be billed and paid on a quarterly basis. The costs shall be calculated prior to July 1 of each year and Medway's share will be based on the formula outlined below. For the year of the Agreement (July 1, 2016 to June 30, 2017), Medway's total cost will be \$7,283.00 for Tax Assessing and \$4,431.00 for Code Enforcement.
5. **Formula.** Based on the participation of the towns of Millinocket, East Millinocket and Medway for Code Enforcement Officer Services and of the Towns of Millinocket and Medway for Tax Assessor services. The formula to determine the cost of each service is based on the following:
 - a. **Tax Assessor Services.** The Assessor cost formula is based on the number of land parcels as a percentage of the total parcels in the participating communities (50% weighted value in the formula), current state valuation as a percentage of the total State valuation in the participating communities (25% weighted value in the formula) and the 2010 population per the census data as a percentage of the total population in the participating communities (25% weighted value in the formula).
 - b. **Code Enforcement Officer Services.** The CEO cost formula is based on Medway's average number of building permits issues over the preceding three years as a percentage of the total average building permits issues in the participating communities (50% weighted value in the formula), and the 2010 population as a percentage of the total population in the participating communities (25% weighted value in the formula).

6. **Duties.** The duties for each position shall include, but not be limited to, the following:

a. **Tax Assessor.** The Tax Assessor shall perform the following duties:

1. Serve as the Assessor's Agent to the Medway Board of Selectmen, who also serve in the capacity of the Medway Board of Assessors.
2. Review and complete, to the extent necessary, the valuation of all property located in the Town as of April 1 of each year.
3. Maintain valuations in accordance with sound assessing principles.
4. Complete and file in a timely manner all required reports, including but not limited to, the annual Municipal Valuation Return, Homestead Exemption Report, and Annual Tree Growth Report.
5. Update, record, and maintain changes in the real and personal property records of the Town.
6. Answer inquiries from property owners and the public, as necessary, concerning valuations of property and changes in valuation of property.
7. Appear at valuation hearings before the County Commissioners, Courts of the State, State Board of Property Tax Review, and others, as necessary.
8. Provide assistance to attorneys, appraisers, and others hired by the Town to defend itself in the event of tax abatement suits to the degree necessary and required.
9. Assist in the preparation of the annual tax commitment.
10. Attend Board of Assessors/Selectmen meetings as required.
11. Provide regular office hours at the Medway Town Office and at other times and locations as necessary.
12. Establish and maintain a quarterly review program for the Town.
13. Maintain credentials as Certified Maine Assessor.
14. Perform such other duties as are necessary to complete the assessment functions for the Town.

a. **Code Enforcement Officer.** The Code Enforcement Officer shall perform the following duties:

1. Serve as Code Enforcement Officer (CEO), Licensed Plumbing Inspector (LPI) and Health Officer (HO) for the Town of Medway.
2. Maintain and interpret, as applicable, the various building, shore land protection, zoning, floodplain, and other codes of the Town of Medway and laws of the State of Maine that are relevant to the work of the CEO, LPI and HO.
3. Assist the Town in the development of new or amendment of existing codes, as necessary.
4. Serve as staff to the Zoning Board of Appeals and the Planning Board.
5. Assist in the development and maintenance of the Town's Comprehensive Plan, as necessary.
6. Maintain regular office hours at the Medway Town Office and at other times and locations as necessary.

7. Issue necessary permits for construction and renovation projects in accordance with the codes of the Town and ensure proper receipt of all fees with the Town's treasurer.
 8. Maintain and file all permits and CEO, LPI and HO records promptly in a manner acceptable to the Town.
 9. Enforce the codes of the Town and State of Maine, monitor construction and renovations in progress, and issue appropriate certificates of occupancy, as necessary.
 10. Maintain appropriate certifications for CEO, LPI and HO.
 11. Appear at meetings, hearings, or court proceedings as necessary.
 12. Perform such other duties as are necessary to complete the CEO/LPI/HO function for the Town.
7. **Reporting Relationship.** As an employee of the Town of Millinocket, the Assessor/CEO will report to the Millinocket Town Manager. At quarterly intervals, or as necessary, an oversight committee comprised of two (2) representative of each participating community in the joint position shall meet to review the performance of the employee. The committee may recommend actions or make suggestions to the Millinocket Town Manager, who shall consider such input. The employee shall, in all other respects, be an employee of the Town of Millinocket and shall follow the personnel policies of the Town of Millinocket.
8. **Office Hours.** Except as otherwise noted, the Assessor/CEO will be based in Millinocket at the Town Office. The employee will also maintain regular weekly hours at the Medway Town Office from 1:00 p.m. to 3:00 p.m. on Tuesday and Wednesday and at other times as necessary. Employees and residents of Medway may also contact the employee at the Millinocket Town Office, as needed.
9. **Clerical Assistance.** Medway will provide clerical assistance to the Assessor/CEO for the filing of records and similar clerical duties not otherwise detailed above under DUTIES.
10. **Mailings and Other Costs.** Medway will pay all mailing, supply and other costs associated with maintaining office space for the Assessor/CEO in the Medway Town Office to service its residents.
11. **Training and Certifications.** This agreement shall begin on July 1, 2016 and end on June 30, 2017, unless in the case of severe non-performance on the part of the Assessor/CEO or the Town of Millinocket in the duties outlined above or in the event that the participating town fails to perform those support functions that are necessary for the successful completion of this Agreement by the Assessor/CEO. IN the event one party seeks to terminate the Agreement, a certified letter is to be sent to the Chief Administrative Official of the other community detailing the intent to end the Agreement. A minimum notice of ninety (90) days shall be required to end the Agreement prior to its normal expiration date. Any and all fees due to the Town of Millinocket must be paid upon the sending of the notice (including those to be incurred during the ninety day termination notice period), if any participating town initiates termination action.
12. **Severability.** Should any part of this Agreement be nullified or voided by a court of appropriate jurisdiction, the surviving sections of the Agreement shall continue in force.

13. **Indemnification.** Each community represents to the other that it will maintain all necessary insurances that are common for municipalities to have in force and that each community will indemnify and hold harmless the other in the event of legal actions. The exception will be if the Assessor/CEO is sued for work done specifically in and on behalf of the participating town that was properly within the jurisdiction and responsibility of the participating town, its regulations, and State and federal law. In such event, the participating town's insurance carrier will defend the employee in the same manner as any other Town employee or officer.
14. **Amendments.** This Agreement may be amended by mutual consent and upon majority votes of both the participating community and the Millinocket Town Council.

The above terms and conditions reflect the entire Agreement between the participating towns to provide Tax Assessor and/or CEO services. On behalf of each town, this Agreement is hereby signed on this _____ day of _____ 2016 by its duly authorized agent.

For the Town of Medway

For the Town of Millinocket

ORDER #177-2016

PROVIDING FOR: Authorization to accept the agreement between the Town of Millinocket and the Town of East Millinocket for Code Enforcement Services.

IT IS ORDERED that the Millinocket Town Council authorizes the acceptance of the agreement between the Town of Millinocket and the Town of East Millinocket for Code Enforcement Services beginning July 1, 2016, and ending June 30, 2017, at a contracted cost of \$4,988.00.

PASSED BY THE COUNCIL: _____

ATTEST: _____

TOWN OF MILLINOCKET AND TOWN OF EAST MILLINOCKET
AGREEMENT TO PROVIDE CODE ENFORCEMENT SERVICES

Whereas, the Town of Millinocket and the Town of East Millinocket are municipalities within the State of Maine; and,

Whereas, the Town of Millinocket employs a full time Tax Assessor and Code Enforcement Officer; and,

Whereas, the Towns desire to share mutually the services of said Code Enforcement Officer; and,

Whereas, the Legislative bodies of each Town have agreed for such services to be provided on the terms and conditions outlined below;

Now Therefore, It is agreed as follows:

1. **Parties.** The parties to this Agreement are the Town of Millinocket (hereinafter referred to as "Millinocket") and the Town of East Millinocket (hereinafter referred to as "East Millinocket").
2. **Term.** The term of this Agreement shall commence on July 1, 2016 and end on June 30, 2017, unless terminated for cause as described below.
3. **Services.** The services to be provided to East Millinocket include Code Enforcement duties, with such duties further explained below.
4. **Costs.** The costs to East Millinocket shall be billed and paid on a quarterly basis. The costs shall be calculated prior to July 1 of each year and East Millinocket's share will be based on the formula outlined below. For the year of the Agreement (July 1, 2016 to June 30, 2017), East Millinocket's total cost will be \$4,988.00 for Code Enforcement.
5. **Formula.** Based on the participation of the towns of Millinocket and East Millinocket for Code Enforcement Officer Services. The formula to determine the cost of each service is based on the following:
 - a. **Code Enforcement Officer Services.** The CEO cost formula is based on East Millinocket's average number of building permits issues over the preceding three years as a percentage of the total average building permits issues in the participating communities (50% weighted value in the formula), and the 2010 population as a percentage of the total population in the participating communities (25% weighted value in the formula).
6. **Duties.** The duties for each position shall include, but not be limited to, the following:
 - a. **Code Enforcement Officer.** The Code Enforcement Officer shall perform the following duties:
 1. Serve as Code Enforcement Officer (CEO), Licensed Plumbing Inspector (LPI) and Health Officer (HO) for the Town of East Millinocket.
 2. Maintain and interpret, as applicable, the various building, shore land protection, zoning, floodplain, and other codes of the Town of East Millinocket and laws of the State of Maine that are relevant to the work of the CEO, LPI and HO.

3. Assist the Town in the development of new or amendment of existing codes, as necessary.
 4. Serve as staff to the Zoning Board of Appeals and the Planning Board.
 5. Assist in the development and maintenance of the Town's Comprehensive Plan, as necessary.
 6. Maintain regular office hours at the East Millinocket Town Office and at other times and locations as necessary.
 7. Issue necessary permits for construction and renovation projects in accordance with the codes of the Town and ensure proper receipt of all fees with the Town's treasurer.
 8. Maintain and file all permits and CEO, LPI and HO records promptly in a manner acceptable to the Town.
 9. Enforce the codes of the Town and State of Maine, monitor construction and renovations in progress, and issue appropriate certificates of occupancy, as necessary.
 10. Maintain appropriate certifications for CEO, LPI and HO.
 11. Appear at meetings, hearings, or court proceedings as necessary.
 12. Perform such other duties as are necessary to complete the CEO/LPI/HO function for the Town.
7. **Reporting Relationship.** As an employee of the Town of Millinocket, the Assessor/CEO will report to the Millinocket Town Manager. At quarterly intervals, or as necessary, an oversight committee comprised of two (2) representative of each participating community in the joint position shall meet to review the performance of the employee. The committee may recommend actions or make suggestions to the Millinocket Town Manager, who shall consider such input. The employee shall, in all other respects, be an employee of the Town of Millinocket and shall follow the personnel policies of the Town of Millinocket.
8. **Office Hours.** Except as otherwise noted, the Assessor/CEO will be based in Millinocket at the Town Office. The employee will also maintain regular weekly hours at the East Millinocket Town Office from 8:00 a.m. to 11:00 a.m. on Tuesday and at other times as necessary. Employees and residents of East Millinocket may also contact the employee at the Millinocket Town Office, as needed.
9. **Clerical Assistance.** East Millinocket will provide clerical assistance to the Assessor/CEO for the filing of records and similar clerical duties not otherwise detailed above under DUTIES.
10. **Mailings and Other Costs.** East Millinocket will pay all mailing, supply and other costs associated with maintaining office space for the Assessor/CEO in the East Millinocket Town Office to service its residents.
11. **Training and Certifications.** This agreement shall begin on July 1, 2016 and end on June 30, 2017, unless in the case of severe non-performance on the part of the Assessor/CEO in the Town of Millinocket in the duties outlined above or in the event that the participating town fails to perform those support functions that are necessary for the successful completion of this Agreement by the Assessor/CEO. IN the event one party seeks to terminate the Agreement, a certified letter is to be sent to the Chief Administrative Official of the other community detailing

the intent to end the Agreement. A minimum notice of ninety (90) days shall be required to end the Agreement prior to its normal expiration date. Any and all fees due to the Town of Millinocket must be paid upon the sending of the notice (including those to be incurred during the ninety day termination notice period), if any participating town initiates termination action.

12. **Severability.** Should any part of this Agreement be nullified or voided by a court of appropriate jurisdiction, the surviving sections of the Agreement shall continue in force.
13. **Indemnification.** Each community represents to the other that it will maintain all necessary insurances that are common for municipalities to have in force and that each community will indemnify and hold harmless the other in the event of legal actions. The exception will be if the Assessor/CEO is sued for work done specifically in and on behalf of the participating town that was properly within the jurisdiction and responsibility of the participating town, its regulations, and State and federal law. In such event, the participating town's insurance carrier will defend the employee in the same manner as any other Town employee or officer.
14. **Amendments.** This Agreement may be amended by mutual consent and upon majority votes of both the participating community and the Millinocket Town Council.

The above terms and conditions reflect the entire Agreement between the participating towns to provide Tax Assessor and/or CEO services. On behalf of each town, this Agreement is hereby signed on this _____ day of _____ 2016 by its duly authorized agent.

For the Town of East Millinocket

For the Town of Millinocket

ORDER #178-2016

PROVIDING FOR: Transfer of funds to the Friends of the Library.

IT IS ORDERED that \$7,047.79 be transferred to the Friends of the Library from the following funds: Library Gifts and donations - \$6,046.52, and \$1,001.27 from the Eagle Scouts account.

NOTE: The Library Gifts and Donations account of \$6,046.52 includes a \$4,000 donation from the family of Patricia Gonya Skinner. It will be the responsibility of the Friends of the Library to make sure that this money is spent as outlined in the January 6, 2015 letter to the Millinocket Memorial Library from Mary Anne Skinner.

Manager

From: Treasurer <treasurer@millinocket.org>
Sent: Wednesday, July 20, 2016 1:32 PM
To: tmanager
Subject: order to transfer library donations

Transfer \$7,047.79 to the Friends of the Library. This consists of the following designated funds for the library:

Library Gifts and Donations - \$6,046.52
Eagle Scouts - \$1,001.27

The Library Gifts and Donations account of \$6,046.52, includes a \$4,000 donation from the family of Patricia Gonya Skinner. It will be the Friends of the Library's responsibility to make sure that This money is spent as outlined in the January 6, 2015 letter to the Millinocket Memorial Library from Mary Anne Skinner.

Mary Alice Cullen
Treasurer, Town of Millinocket
197 Penobscot Avenue
Millinocket, ME 04462
(207)723-7000 Ext. 4

Peggy
FYI

January 6, 2015

I put this in the library's
gifts + Donation Account

Millinocket Memorial Library
Lori Fitzgerald, Library Director
5 Maine Avenue
Millinocket, Maine 04462-1494

Dear Ms. Fitzgerald:

Enclosed is a donation to the Millinocket Library in the amount of \$4,000.00 from the family of Patricia Gonya Skinner: Michael D. Skinner (son), Susan Skinner Himmelsbach and Mary Anne Skinner (daughters), and James D. Skinner (husband). Our father has passed away, but we talked about donating to the library before he died.

Please use \$1000.00 of the money only to purchase printed books (our father's wish), and use the remaining funds for whatever you need most. As we discussed by email, please put a label on each book purchased. The label should read:

In memory of Patricia Gonya Skinner
Millinocket native who loved to read
1925-2001

Also please have a 3" x 5" plaque made that reads:

In Memory of Patricia Gonya Skinner
1925 - 2001

If you have any questions, please contact me at alyssum512@yahoo.com or 330-672-3143 (work; 9:00-5:30 Mon-Fri.) or 330-346-0102 (home).

We wish you the best in your fundraising efforts!

Sincerely,

Mary Anne Skinner

Mary Anne Skinner
PO Box 88
Kent, OH 44240-0002