

**TENTATIVE AGENDA
REGULAR COUNCIL MEETING
COUNCIL CHAMBERS
THURSDAY, JANUARY 25, 2018
4:30 PM**

‘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. Pledge of Allegiance
3. Adjustments to the Agenda
4. Approval of the Minutes for the January 11, 2018 Regular Town Council Meeting.
5. Special Presentations: a) Jody Nelson-Recreation Department Report
6. Town Manager’s Report
7. ORDER #13-2018 Execution of the Warrant for January 18, 2018
8. ORDER #14-2018 Execution of the Warrant for January 25, 2018
9. ORDER #15-2018 Authorization to Sign Letter of Intent (LOI)
10. ORDER #16-2018 Capping the Undesignated Fund Balance
11. ORDER #17-2018 Authorization to Disperse KARE Funds
12. ORDER #18-2018 Approval for an Ad to Support the Millinocket All-Stars Hoop Classic
13. Reports and Communications:
 - a. Warrant Committee for the February 8, 2018 Council Meeting Councilor Pelletier and Councilor Stratton
 - b. Chair’s Committees Reports
 - c. Two Minute Public Comment
14. Adjournment:

January 11, 2018

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

Roll Call:

Town Council Members Present:

Clark	Pelletier - Excused
Golieb	Pray
Madore	Stratton
McEwen	

Also present were: Town Manager John Davis, Town Clerk Diana M. Campbell, Public Works Director Ralph Soucier, Deputy Fire Chief Tom Malcolm, Tax Collector Jesse Dumais, and 11 in the public.

Pledge of Allegiance

Adjustments to the Agenda:

-Order #1-2018 Removed

-Additions to the Managers report

Approval of the Minutes for December 28, 2017 Executive Session and Regular Town Council Meeting
Motion-Stratton Second- Madore Vote 6-0

OLD BUSINESS: None

NEW BUSINESS:

Special Presentation:

- a) **Jessica Masse, Lucy Van Hook, and Debora Rountree:** Economic development draft report study of baseline on regional key indicators with focus on the Katahdin region/Millinocket's socioeconomics.
Provided a draft copy of study dated November 17, 2017 noted do not cite or distribute.
- b) **Steve Kenyon, Police Chief:** John Davis, Town Manager shares quarterly reports for the Police and Fire Department supplied by Chief Kenyon.
An incident report covering a period of six (6) months was provided as a handout, attached in minutes.

Town Manager's Report:

- *Next regular Council meetings to be held in council chambers at 4:30 pm-January 25, 2018 and February 8, 2018
- *Request to the MMA anticipating a presentation to the Council on marijuana legislation and any updates following the Public Hearing on January 5, 2018 in Augusta.
- *Request for information for an event permit from William McAnirin with Millinocket being the point of interest for the starting or finishing location for a Century Bike ride hosting possibly up to 100 cyclists.
- *Auditor addressed both School and Town Council in a joint session reviewing the FY2017 audit both receiving very favorable reports.
- *Olver Associates Salary Survey has only a 43% response, encourages all to respond to survey noting a 100% response is needed to qualify for a sewer grant furthering all information is confidential and can be submitted anonymously.
- *Contractors meeting held on January 3, 2018 projects to replace the generator at the main pump station will begin in 2-3 weeks.
- *Anticipates a meeting with Town officials from East Millinocket and Medway to discuss a Comprehensive Plan package to lower costs significantly including 5 year update to qualify municipalities for the CDBG grant.
- *Expresses concerns with a bill described in the December's edition of Maine Townsman as the Senior Property Tax bill, LD 1629, An act to protect the elderly from tax lien foreclosures.
- *Northern Forest Center gave invitation for a walk through to display the progression on the apartment building on the recently purchased property located on Central Street.
- *Reminder to citizens that tax payments do not need a payment plan, simply come in or send payments anytime noting if paying on lien tax years that the payments need to be paid in full by expressed due date to stop the process of a foreclosure.

*Fire Department negotiations are underway currently with a tentative agreement.

*Public Works Department is working diligently cutting back snow banks and removing snow, notes they are doing a great job.

*Shares appreciation to all involved to fire located at the Dead River location, noting their quick response and superb thinking yielded what could have been considered a disastrous situation.

Councilor Golieb notes the State's marijuana presentation will be very important information to have, shares the bicycle ride is a great idea, feels the Town and School made great decisions producing an amazing audit report, encourages all to take the survey to benefit the Town for grant purposes, shares appreciation to the Fire department and their quick response.

Councilor McEwen echoes Councilor Golieb's statements, notes he enjoyed Town and School's positive audit report, encourages all requested citizens to take the survey for Grant monies, thanks Councilor Madore for time spent on the comprehensive plan, questions the proposed Senior property tax bill, feels the Century Bike ride would be a great addition to this community, compliments the fire department with all the great work they are doing with situations at hand.

Councilor Stratton notes the bike marathon sounds enticing and will be good for this area, pleased with the Town and School's Audit report, pleads to residents requested to file the survey for grant monies beneficial to the Town, thanks Councilor Madore for his preparation work with the comprehensive plan, commends Fire Department.

Councilor Madore looks forward to a presentation from MMA concerning information pertaining to marijuana, notes the proposed Century Bike marathon is a great idea, shares he was with impressed with the Audit report noting rewarding to hear of the surpluses, emphasizes to all requested residents your entry makes a difference for grant qualifications and suggests to submit the salary survey anonymously for privacy, informs the Comprehensive Plan is savings for all communities involved with the explanation the updates are needed to assist with grants, feels the Senior Property bill puts Municipalities at a huge deficit if passes, informs Northern Forest Center is doing a great jog on the apartment building renovations on Central Street, applauds the Fire Department with a job well done for their dedication with the prevention of possible devastation.

Councilor Pray agrees will all prior statements from Councilors touching on Legislation on marijuana noting more information will be available after the MMA annual meeting, questions appropriation pertaining to the audit report, concerns that not all have applied that should pertaining to LD1629 urging those that need assistance should.

Chair Clark reads Councilor Pelletier's email to be submitted into the minutes.

Chair Clark suggests the Town pass an out ban on marijuana, notes the Audit Report meeting went well stating Superintendent of Schools Frank Boynton had mention of a truck purchase concluding with inquiries pertaining to purchase, bids, information on truck specifications and purposes.

Frank Boynton, Superintendent of Schools, informed the council of all inquiries.

Chair Clark shares his appreciation to the Fire department with an outstanding job.

Tom Malcom, Deputy Fire Chief informs the department handled the job professionally while emphasizing horrific devastation was prevented by quick actions taken.

ORDER #1-2018 (REMOVED) PROVIDING FOR: Execution of the Warrant for January 04, 2018

IT IS ORDERED that the Warrant for January 04, 2018 in the amount of \$____ is hereby approved.

Motion - Second Vote **(REMOVED)**

ORDER #2-2018 PROVIDING FOR: Execution of the Warrant for January 11, 2018

IT IS ORDERED that the Warrant for January 11, 2018 in the amount of \$88,065.00 is hereby approved.

Motion – Golieb Second -Madore Vote 6-0

ORDER #3-2018 PROVIDING FOR: Approval for the Northern Timber Cruisers to conduct a raffle.

IT IS ORDERED that the Millinocket Town Council approve the request for a Games of Chance License Application for the Northern Timber Cruisers to conduct a raffle from January 15, 2018, to May 19, 2018.

NOTE: The raffle is for a Polaris, 570 Ranger ATV, and the winning ticket will be drawn at the Millinocket Elks Club on May 19, 2018, at 9:00 p.m.

Motion - McEwen Second - Stratton Vote 6-0

John Raymond, President of Northern Timber Cruisers, expresses this order simply abides with the grant process to conduct a raffle for a donated snowmobile from Polaris raise funds to help with the completion of connecting the ATV/Snowmobile trail system to surrounding communities.

ORDER #4-2018 PROVIDING FOR: Approval for a Renewal of membership in the Maine Service Centers Coalition.

IT IS ORDERED that the Millinocket Town Council renews its membership with the Maine Service Centers Coalition and appoints a delegate and an alternate to serve on the Coalition. The cost to renew membership is \$509.76.

Motion - Stratton Second – Madore Vote 0-6 **FAILED**-All Opposed

Town Council converse concluding the Maine Service Centers Coalition membership fee is not necessary and would merely duplicate representation that currently exists through MMA whom Councilor Pray meets with weekly to bi-weekly.

ORDER #5-2018 PROVIDING FOR: An Approval of a ninety-day marijuana moratorium.

IT IS ORDERED that the Millinocket Town Council adopt a moratorium on the retail sale of marijuana and marijuana social clubs. If adopted, the moratorium will be for ninety (90) working days, commencing on January 12, 2018 and terminating on Thursday, May 3, 2018.

Motion - Madore Second -Stratton Vote 6-0

Council discussion concludes unanimously in favor of the 90 working day moratorium with the anticipation of an all right ban on sales and social clubs with in the municipality with the explanation of this order allows time for the Planning Board to do its diligence for zoning purposes.

Jesse Dumais, 10 Somerset Street, encourages the council to move forward with the moratorium and to be proactive with ordinances concerning social clubs and retail sales.

David Labun, 341 Congress Street, supports the 90 day moratorium and agrees ordinances should be put in place.

Jimmy Busque, 32 Forest Ave, speaking as a citizen for healthy communities wonders why we as a Town wants a moratorium at all, in hopes for an all right ban on marijuana within the community being retail sales, cultivation and social clubs.

ORDER #6-2018 PROVIDING FOR: Expenditure of School Capital funds.

IT IS ORDERED that the Millinocket Town Council approves the expenditure of School capital funds in the amount of \$24,867 to make improvements to the Stearns Junior/Senior High School infrastructure.

IT IS FURTHER ORDERED that the funds for the improvements be taken from Account 4000-0000-0000-450000-0000.

Motion-Pray Second-Madore Vote 6-0

Frank Boynton, Superintendent of Schools, explains this request is for the full amount with matching funds of \$12,000.00 from ERate Program for system upgrades and \$12,844 for the replacement of servers that are currently 10 years old not included in the ERate Program.

ORDER #7-2018 PROVIDING FOR: Municipal Release Deed (Marble)

IT IS ORDERED that the Town Manager be authorized to execute and file all the necessary paperwork, including signing a Municipal Release Deed, to complete the repurchase of a home to John Marble, 133 Prospect Street, Millinocket, Maine, as shown on Map U09, Lot 057, as all of the outstanding taxes, interest, and fees have been paid.

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.

Motion- Golieb Second- Madore Vote 6-0

ORDER #8-2018 PROVIDING FOR: Municipal Release Deed (Boyington)

IT IS ORDERED that the Town Manager be authorized to execute and file all the necessary paperwork, including signing a Municipal Release Deed, to complete the repurchase of a home to William Boyington, 414 Penobscot Avenue, Millinocket, Maine, as shown on Map U03, Lot 138, as all of the outstanding taxes, interest, and fees have been paid.

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.

Motion -McEwen Second - Stratton Vote 6-0

ORDER #9-2018 PROVIDING FOR: Municipal Release Deed (Jasper)

IT IS ORDERED that the Town Manager be authorized to execute and file all the necessary paperwork, including signing a Municipal Release Deed, to complete the repurchase of a home to Cinde Jasper, 12 Hill Street, Millinocket, Maine, as shown on Map U05, Lot 285, as all of the outstanding taxes, interest, and fees have been paid.

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.

Motion - Stratton Second - Madore Vote 6-0

ORDER #10-2018 PROVIDING FOR: Authorization to remove logs from the Millinocket side of the Dolby Flowage.

IT IS ORDERED that the Millinocket Town Council grant authorization for John York of unorganized territory in Dolby, Maine, to remove sunken logs on the Millinocket side of Dolby Flowage.

NOTE: John retrieves the sunken logs from the river drives, hauls them to shore with a pontoon boat, and eventually saws them into lumber at his sawmill.

Motion – Madore Second – Pray Vote 6-0

ORDER #11-2018 ORDER #11-2018 PROVIDING FOR: Retention of Ownership of 75 York Street
WHEREAS, the buildings and improvements on the lot located at 75 York Street, Millinocket, Maine, and depicted on the Town's tax maps as Map U12 Lot 009 were substantially damaged by fire on September 2, 2017; and

WHEREAS, as a result of the fire, the building was extensively damaged, its interior has been exposed to the elements for months and, due to its condition, the lot is a public safety hazard; and

WHEREAS, the owner of the property at the time of the fire has not responded to the Town's request that the property be secured, the remains of the building be removed, the lot stabilized and the public safety hazard abated; and

WHEREAS, a municipal tax lien was recorded in the Penobscot County Registry of Deeds in Book 14204 Page 313 on July 7, 2016, to secure payment of the 2015 real estate taxes assessed against the property; and
WHEREAS, despite due demand, the 2015, 2016 and 2017 real estate property taxes and sewer charges have not been paid; and

WHEREAS, the municipal tax lien recorded on July 7, 2016, matured on or about January 7, 2018, and the Town now has title to the property by operation of law.

NOW THEREFORE,

IT IS ORDERED that the Town retain title to the property located at 75 York Street, Millinocket, Maine, and depicted on the Town's tax maps as Map U12 Lot 009 until further order of the Council and that property not be disposed of under the Town's policy on tax acquired property; and

IT IS FURTHER ORDERED that the Town Manager is directed to take all necessary action, as authorized under the Town's policy on tax acquired property, to secure the property to protect members of the public from injury, to remove the damaged building and debris from the property, and to stabilize the property such that it is not a danger to the public; and

IT IS FURTHER ORDERED that the Town Manager report to the Council from time to time concerning the progress in complying with this Order and his recommendation for future use or disposition of the property.

00012/320 00053562.DOCX

Motion-Pray Second-McEwen Vote 6-0

*Town Manager notes this Order bypasses the 30 day letter for notification from the Town Manager expressing since multiple contacts of notice to the property owner and ample time for property damage clean-up was given and since has expired currently has not taken place.

ORDER #12-2018 PROVIDING FOR: Retention of Ownership of 13 Eastland Avenue

WHEREAS, a municipal tax lien was recorded in the Penobscot County Registry of Deeds in Book 14204 Page 312 on July 7, 2016, to secure payment of the 2015 real estate taxes assessed against the property located at 13 Eastland Avenue, Millinocket, Maine, and depicted on the Town's tax maps as Map U09 Lot 070; and

WHEREAS, despite due demand, the 2015, 2016 and 2017 real estate property taxes and sewer charges have not been paid; and

WHEREAS, the municipal tax lien recorded on July 7, 2016, matured on or about January 7, 2018, and the Town now has title to the property by operation of law.

NOW THEREFORE,

IT IS ORDERED that the Town retain title to the property located at 13 Eastland Avenue and depicted on the Town's tax maps as Map U09 Lot 070 until further order of the Council and that property not be disposed of under the Town's policy on tax acquired property; and

IT IS FURTHER ORDERED that the Town Manager is directed to take all necessary action, as authorized under the Town's policy on tax acquired property, to secure the property to protect members of the public from injury and to remove any debris from the property; and

IT IS FURTHER ORDERED that the Town Manager report to the Council from time to time concerning the progress in complying with this Order and his recommendation for future use or disposition of the property.

00012/320 00053563.DOCX

Motion-Golieb Second-Stratton Vote 6-0

Councilor Pray moves to further reading, Chair Clark approves the motion

Reports and Communications:

- a) The Warrant Committee for the January 25, 2018 Council Meeting will be Councilor McEwen and Councilor Madore.
- b) Chair's Committees Reports:
 - Councilor McEwen updates the Economic Development Surveys circulating as of December 31, 2017 have been collected, anticipated a status report to be finalized by the January 30, 2018 Economic Development Committee meeting to be held at 5pm.
 - Councilor Golieb shares the Sustainability Committee is reaching out with hopes to report back by next Council Meeting.
- c) Two Minute Public Comment: None
- d) Motion to adjourn at 6:11 p.m. – Madore Second – Pray Vote 5-0

Town of Millinocket, Maine

Open letter to Town Council

Thursday Jan. 11, 2018

Thank you to Chief Kenyon for providing the yearly incident report. Despite some tragic incidences, close review of the types of calls show we are a safe community to live in.

Town Manager's Report;

2. Agree with Mr. Corbin of the State and Federal Relations Dept. that we should review info from MMA and the results of the Jan. 5th committee public hearing. This includes any moratorium on the commercial grows and social clubs for recreational use of marijuana as we may be missing out on economic development that is necessary to lower our tax rate.
3. In full support of hosting the Century Bike ride in Millinocket. Hosting as many of these kinds of events only brings business and possible economic development from the media exposure.
4. Have not had a chance to participate in the audit review due to a preliminary surgical procedure and seven day hospital stay. I suspect it was not much different than last year as our budget had not changed much.

5. Happy to hear that our Manager is willing to go the extra mile to get responses to the Olver Associates survey necessary for our grant application. This may require additional staff time in contacting absentee or corporate owners of properties in order to get close to 100% response.
7. Certainly support any consolidation of service with our neighbors. We all need to practice responsible cost control in our budgets. Thanks to Councilor Madore for being the point man on this issue.

Pg. 1

Town of Millinocket, Maine

Open letter to Town Council

Thursday Jan. 11, 2018

8. Thank you Councilor Pray for bringing the LD 1629 to our attention. Not having read the complete bill, my first reaction is that it is overkill to what is obviously some harsh foreclosure ordinances in more than our community. This is evident by our recent 40 foreclosure notices.

10. Pleased we are reminding taxpayers that as long as they are paying on their past due taxes they won't be sent a foreclosure notice. If this is not the case, full disclosure of the policy should be advertised.

11. Kudos to the Fire Dept. For a professional response to a fire that could have had life threatening outcomes.

Finally, thank you Chairman Clark for facilitating my ability to participate in the Council meetings.

Thanks for your consideration of my thoughts.

Sincerely,

Louis Pelletier

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

Recreation Report

This past fall we noticed that the motor and impeller for the filtration system were not working properly. While we were doing our fall closing I had Everett and Jimmy take a look at them. They took the motor and impeller to waste water and we found that the motor was basically ok, but needed new barrens. Everett replaced the barrens and greased the motor. But the impeller was in bas condition, so Everett found the parts that we needed to order. I ordered the parts for the impeller and Everett is going to install them in the spring. The original cost to replace the motor, impeller and installation was going to cost about \$5900.00. Thankfully with the help of Everett and Jimmy it only ended up costing us \$837.95. The big slide at the pool needs to be replaced. It has a crack in the top and the manufacturer informed us that it is no longer safe. We are still working on the cost of a new slide. I have enclosed a couple different options, but this is not the installed price. We also need to reseal around the pool to keep water from going between the pool and the decking. The estimated cost for this is \$1200.00.

This fall we worked with Little Giant Football for Flag football and tackle football. We had a field hockey program for grades k-5, along with a youth soccer program for grades k-6. these programs are attended by all three communities.

For Halloween we work closely with the schools and Police Department. We gave bags of treats each child at Granite Street and Opal Myrick. We work with the Police Departments in each town to offer and organize trick or treat in Millinocket 4-7 pm and East Millinocket 4-6pm.

We are going to meet with Jr. Pro after the current season is over to try to develop a plan that will make it possible for the basketball program to be combined for all three communities.

We have received the \$10,000.00 from the Gloria C. Mackenzie Foundation and the repairs to the maintenance building will start this spring.

We wrote the municipal grants for the three snowmobile clubs. Twin Pines , East Branch and Jo-Mary trail Riders. Twin Pines Snowmobile Club will receive no more than \$74,900.00, Jo Mary Riders 44,520.00 and Sno Rovers \$44,590.00.

We have worked with Chris McDonald to help organize a new Strength and conditioning program that is Monday, Wednesday and Friday from 2:15 to 4:00 and Sunday's 4-6.

We have applied for a Stephen and Tabitha King Foundation Grant for repairs on the baseball and softball field and a new storage building for the recreation complex in the amount of \$32,536.00.

We have applied for a Gloria C. Mackenzie Foundation Grant for repairs on the tennis courts and basketball court in the amount of \$65,000.00.

We begin after school programs starting January 25th and will run until the week before April vacation.

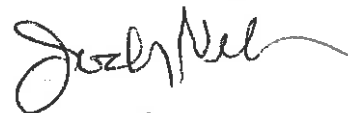
The Father / Daughter Dance is on March 2nd at St, Matins Catholic Church. The Mother /Son Dance is March 3rd at the Medway Middle School.

The skating rink is now open, John will continue to maintain it when time is permitted from public works.

We are in the middle of working with the department heads and snow mobile clubs to organize Winterfest Activities.

We are currently accepting applications for summer employment.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Jody Nelson", written in dark ink.

Jody Nelson

Director of Recreation

Jody Nelson

From: "Warranty SR Smith" <warranty@srsmith.com>
Date: Wednesday, August 30, 2017 4:25 PM
To: <jodynelson@gwi.net>
Attach: IMG 0541.JPG; IMG 0540.JPG; IMG 2809.mov
Subject: FW: more pictures

Hello Jody,

As per our conversation our engineers have determined that the leaking between the stairs is caused by a crack allowing water to seep into the interior of your stairs and leak through. Due to the age of your slide this section cannot be replaced. Warranty covers manufacturing defects for up to three years from manufacturing date. Your slide is no longer covered under warranty. Your slide pre dates 2008 and the new Turbo Twister has a different ladder section. It is highly recommend that you stop the use of this slide immediately. The ladder section's structural integrity could be at risk.
You must stop using your Turbo twister slide.

As I had stated in our conversation, the Turbo Twister is not recommended for commercial applications. The Turbo Twister is a residential slide and not intended for heavier use.
The only commercial slide we offer is a Vortex slide. Depending upon your local city & county codes you may be able to use a Helix2. Please refer to your local codes.

I have attached information about the Helix2 and the Vortex.

I am so very sorry as I know you were just inquiring about replacement gaskets for the slide. I respect your wanting to correct the issues with the leaks of this slide however I cannot replace the gaskets knowing that the slide is at risk of being used. Safety is our first priority and replacements gaskets would not help the structural integrity of this slide.

Please immediately stop using this slide.

Thank you,

ammy Payne
Warranty & RMA Coordinator



Serious Equipment - Serious Fun - Access for All
S.R. Smith, LLC 1017 SW Berg Parkway, Canby, OR 97013
t 800.824.4387 x 2269 | fax 503.266.4334
srsmith.com | poollifts.com | facebook.com

PLEASE NOTE S.R. SMITH WILL BE CLOSED MONDAY SEPTEMBER 4TH IN OBSERVANCE OF LABOR DAY

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail.

From: Jody Nelson [mailto:jodynelson@gwi.net]
Sent: Tuesday, August 15, 2017 8:51 AM
To: Warranty SR Smith <warranty@srsmith.com>
Subject: Fw: more pictures

SHIPPING ADDRESS IS:

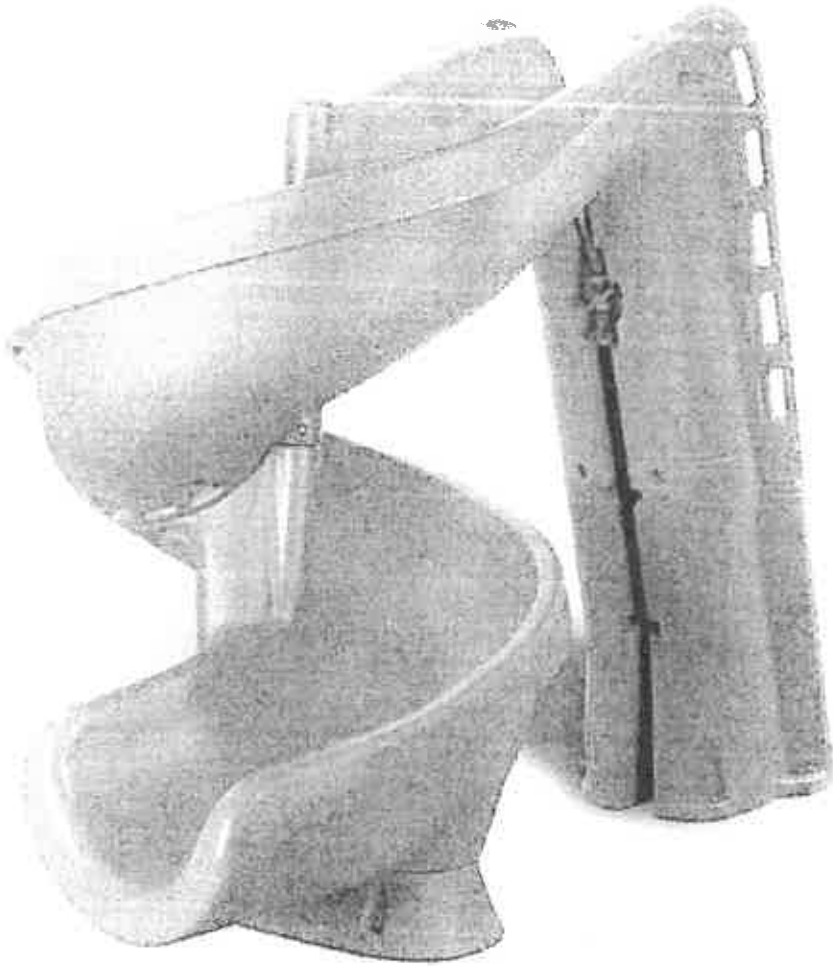
RECREATION DEPT
53 MAIN ST
ATTN DEBBIE

8/31/2017



\$ 3,868.99

Turbo Twister



~~\$~~ 4060.99

helix 2

ABOVE GROUND

CHEMICALS

COVERS

EQUIPMENT

LIGHTS

PARTS

SPA

WINTER CLOSING

ALL

Pool Slides

Pool Slides (147 Products)

SEARCH WITHIN

AVAILABILITY

In Stock (12)

PRICE

\$11.64 - \$17,813.99

Sort By Most Popular

RATING

5 Stars (4)

4 Stars (5)

3 Stars (5)

MANUFACTURER

Inter-Fab (89)

S.R. Smith (58)

PRODUCT TYPE

Pool Chemicals (5)

Pool Equipment (1)

Games & Recreation (110)

Parts & Hardware (32)

COLOR

Black and Grey
Tones (37)

Blue Tones (20)

Neutral Tones (47)

Natural Tones (8)

SLIDE ORIENTATION

360 Degree (3)

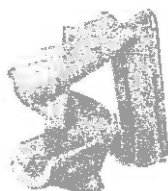
Left Turn (47)



Inter-Fab



S.R. Smith



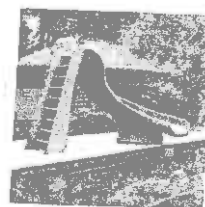
S.R. Smith helix 360
Degree Pool Slide



Inter-Fab WRS-CL-SS
Wild Ride Left Turn
Complete Pool Slide,
White



S.R. Smith Vortex Open
Flume Complete Pool
Slide, 10ft 7in Tall with
19ft Corkscrew



S.R. Smith 688-209-
58223 TurboTwister Left
Turn Complete Pool
Slide - Sandstone

Be the first to write a review

Starting at \$4,060.99

4.0
Seller

NEW ITEM

(1)
\$2,170.99

NEW ITEM

ADD TO CART

Be the first to write a review

Starting at
\$16,428.99

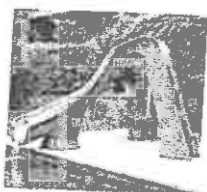
NEW ITEM

Be the first to write a review

\$3,868.99

NEW ITEM

ADD TO CART



S.R. Smith 670-209-
58223 Typhoon Left
Turn Complete Pool
Slide - Sandstone

Be the first to write a review

\$2,873.99

NEW ITEM

ADD TO CART



S.R. Smith AS-100B
Pool 4in. Bronze Anchor
Socket (1.90)

Be the first to write a review

\$28.38

NEW ITEM

ADD TO CART



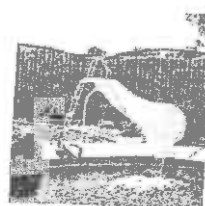
Inter-Fab G4C G-Force
2 360 Degree Complete
Pool Slide, Gray

Be the first to write a review

\$3,883.76

NEW ITEM

ADD TO CART



Inter-Fab ZM-CR-SS
Zoomerang Right Turn
Complete Pool Slide,
White

Be the first to write a review

\$878.99

NEW ITEM

ADD TO CART

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 January 25, 2018

- 1. Next Regular Council Meetings – to be held in Council Chambers at 4:30 p.m.**
 - A. February 8, 2018**
 - B. February 22, 2018**
- 2. Agreement between Town and Northern Timber Cruisers –**

The President of the Northern Timber Cruisers, John Raymond, is requesting that the Town of Millinocket set up a Snowmobile Reserve Account for the capital purchases and routine expenditures related to the maintenance and upkeep of its snowmobile trails in the Katahdin Region. I have attached a copy of the agreement between the East Branch Sno-Rovers and the Town of East Millinocket. Mr. Raymond will be at the meeting to answer any questions you may have pertaining to this issue.
- 3. SRE Project at the Airport –** Due to weather conditions at the airport, this project has been put on hold until April of 2018.
- 4. Comprehensive Plan Update –** The Town will be meeting with the Town of East Millinocket, Medway, and officials from EMDC in the near future.
- 5. Bee Line Contract –** I have included a copy of the Bee Line contract to this report and I am looking forward to Council discussion at Thursday's meeting.
- 6. Century Bike Ride –** I emailed William McAnirlin for an update on January 18, 2018. He informed me that within 48 hours of his Facebook posting, he received over 150 people that expressed interest. He has two possible routes in mind: The northern route would go from Millinocket to Medway to Sherman, to Mattawamkeag and back to Millinocket. The southern route would start in Millinocket; go to Brownville, to Milo, Howland, Lincoln, and back to Millinocket.

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

William will make a final determination in the spring when he gets a chance to drive both routes and get a better look at the lay of the land.

7. **LD 1629** – At the last meeting I reported some of the negative effects that this bill could have on the Town of Millinocket pertaining to the length of time a property owner could remain in their home before they could be evicted. LD 1629 also proposes changes for the post-foreclosure process that will affect all homeowners regardless of age. All tax-acquired property will have to be listed for sale, sold by an independent licensed broker, which would replace the current bid process. The property could not be sold for less than the assessed value and the municipality or the purchaser would be prohibited from evicting the former owner from the property until after the sale is complete and any repurchase rights extended to the former owner have expired.
8. **Wastewater Treatment Facility Generator** – As the email attached to this order reflects, bent push rods were discovered under one of the valve lifters on the Wastewater Treatment Facility generator. It appears the entire unit will need to be replaced. I will be discussing this with the Chief Operator and we will bring some prices for a new generator to the Council at a later date. If the consensus is to move forward with a new generator, I will submit an order on the agenda for the next Council meeting.

AGREEMENT

BETWEEN

EAST BRANCH SNO-ROVERS

AND

THE TOWN OF EAST MILLINOCKET

1. The Town of East Millinocket established at the 1989 Annual Town Meeting and amended at the 1999 Annual Town Meeting, a Snowmobile Reserve Account for the capital purchases and routine expenditures related to the maintenance and upkeep of its snowmobile trails in the Katahdin Region.
2. The East Branch Sno-Rovers seeks to borrow \$70,000 from the Town of East Millinocket for the purchase of a 2018 Tucker 1100 Groomer, serial number 1118R932 for the sole purpose of enhancing snowmobiling and maintaining the ITS snowmobile trail system in the Katahdin Region.
3. The Town of East Millinocket agrees to **LOAN \$70,000.00** to the East Branch Sno-Rovers snowmobile club in accordance with the 1999 Annual Town Meeting (May 18, 1999) Article 20 and the October 11, 2017 Selectmen's Minutes.

Article 20 of May 18, 1999 Annual Town Meeting:

To see if the Town will vote to transfer the balance of funds in the Tucker Sno-Cat Reserve Account to the Snowmobile Reserve Account with any capital purchases made from this account to be repaid in yearly equal amounts with no interest charge for the repayment and to authorize the Selectmen to establish a fair and equitable repayment plan with terms and conditions deemed advantageous to the Town.

4. The installment payment for the \$70,000 will be paid on or before June 15th annually, this payment will be a continuous payment of \$8,000 each year until the loan is paid in full. This loan payment will be completed on or about June 15, 2027.
5. Each payment will be deposited by the Treasurer into the Town's Snowmobile Reserve account for future use.

Sno-Rovers Agreement
Page 2

6. The East Branch Sno-Rovers shall be responsible for any and all repairs, routine maintenance and housing of the 2018 Tucker 1100 Groomer.
7. The 2018 Tucker Groomer, serial number 1118R932 shall be named property of the Town of East Millinocket until the final installment is paid. At that time, the machinery will become the full property and responsibility of the East Branch Sno-Rovers.
8. The Town of East Millinocket agrees that EBSR shall provide full insurance coverage for the 2018 Tucker 1100 Groomer, serial number 1118R932 for as long as it is named property of the Town. The cost of the insurance can be paid from the Town Snowmobile budgetary account if EBSR chooses and not the Town's insurance account.
9. This agreement shall continue until the loan is paid in full. If the East Branch Sno-Rovers fail to pay pursuant to the installment plan, the Town shall initiate a process to collect payment which could include seizure and subsequent sale of the 2018 Tucker 1100 Groomer, serial number 1118R932 in an effort to recoup the outstanding loan balance.
10. Either party may request a review or a revision of the contract. A review or revisions request must be made in writing by either party to the other party.

Signatures signify that all parties agree to terms and conditions of this agreement.

Date: 11/7/17 Chairman of the Board of Selectmen: 
Mark Scally

Date: 11/13/17 President of East Branch Sno-Rovers: 
Mark Bogue

CABLE TELEVISION FRANCHISE AGREEMENT

THIS CABLE TELEVISION FRANCHISE AGREEMENT ("Agreement")
entered into this 24th day of January, 2008, by and between the **INHABITANTS**
OF THE TOWN OF MILLINOCKET, County of Penobscot and State of Maine,
a body politic and corporate (the "Town") and **BEE LINE, INC.**, a corporation duly
organized and existing under the laws of the State of Maine (the "Grantee").

WHEREAS, on March 30, 1961, the Town granted to the Grantee a franchise for a
local cable television system; and

WHEREAS, the aforementioned franchise will expire on March 13, 2007,
and

WHEREAS, the Town desires to renew its franchise for a local cable television
system pursuant to its authority under Title 30-A.M.R.S.A. 3008; and

WHEREAS, the Grantee provided proper notice of its desire to renew its franchise
pursuant to the terms of the franchise and 47 U.S.C. & 546; and

NOW THEREFORE, in consideration of their mutual covenants, promises and
agreements contained herein, the Town and the Grantee agree as follows:

I. SHORT TITLE

This Franchise shall be known and may be cited as the Town of Millinocket Cable
Franchise.

II. DEFINITIONS

For the purpose of this Franchise, the following terms, phrases and words and their
derivations shall have the meanings specified herein. When not inconsistent with the

context, words used in the present tense include the future and words in the singular form include the plural form.

A. "Basic Cable Service" means any service tier which includes the retransmission of local television broadcast signals.

B. "Board of Councilmen" means the Board of Councilmen of the Town of Millinocket.

C. "Cable Service" means the two-way transmission to subscribers of video or other programming services and subscriber interaction, if any, which is required for the selection of such video programming or other programming service.

D. "Cable Television System" or "Cable System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within the franchise area for a fixed or periodic fee, employing wires or cables passing along, over, under, across and upon streets, ways, lanes, alleys, parkways, bridges, highways and other public places, including property over which the Town has an easement or right of way. "Cable Television System" shall not include any such facility that exclusively serves the residents of one or more unit dwellings under common ownership.

E. "Federal Communications Commission" or "FCC" means the present federal agency which is granted jurisdiction over certain activities of the Town and the Grantee pursuant to the Communications Act, as amended, or any successor agency created by the United States Congress having equivalent jurisdiction.

F. "Franchise" means the authorization granted under this Agreement relating to

right, privilege and authority to construct, erect, operate, and maintain, in, upon, along, across, above, over and under the streets, alleys, telephone line easements, power line easements, public ways and public places now laid out or dedicated, and all extensions thereof, in the Town, a system of poles, wires, cables, optical fibers, underground conduits, manholes and other conductors and fixtures necessary to maintain and operate a Cable Television System.

G. "Grantee" means Bee Line, Inc.

H. "Subscriber" means any person, firm, partnership, company, municipality, corporation or association lawfully receiving services from the Grantee.

I. "Town" means the Town of Millinocket, its Councilmen, officials, agents and employees unless otherwise specifically designated, and the area within the territorial Town limits.

J. Other Definitions: any term defined in FCC rules and/or regulations, or by Federal law, as of the effective date of this Franchise, but not included in the foregoing definitions, shall be incorporated herein by reference as if set forth in full, and shall be defined as appears in such rules and/or regulations.

III. AUTHORIZATION

A. Grant of Franchise. There is hereby granted by the Town of Millinocket the right, privilege and Franchise to construct, operate and maintain a cable television system in, upon, along, across, above, over and under the streets, alleys, telephone line easements, power line easements, public ways and public places now laid out or dedicated and all extensions thereof, and additions thereto, poles, wires, cables, underground conduits, manholes and other cable conductors and fixtures necessary for

maintenance and operation in the Town of Millinocket of a Cable Television System, to be used for the sale and distribution of Cable Television Service to Subscribers and institutions in the town. This Franchise is granted in conformity with and should be construed in accordance with federal, state, and local laws in force and effect during the period for which this Franchise is granted. This Franchise shall take effect and be in force from and after the final execution of this Franchise by the Town and Grantee. The duration of the rights, privileges and authorizations hereby granted shall be for a period of ten (10) years from the effective date hereof, unless validly terminated, revoked or otherwise discontinued as provided in this Agreement. The Grantee shall have the option to renew this Franchise for one (1) ten (10) year period, with approval of the Town. The application for renewal or extension of the Franchise shall not be made within the first six (6) years of the effective date of this Franchise and not later than one (1) year before the expiration date of this Franchise. The Cable Television System for which this Franchise is granted shall be primarily for the purpose of transmission and distribution of audio and visual impulses of television energy, in accordance with the laws and regulations of the United States of America, the State of Maine and the ordinances of the Town now in existence or hereafter adopted, provided that no such future ordinance or regulation of the Town shall amend the terms of this agreement without the consent of the Grantee. The foregoing description of purpose shall not be deemed a limitation of the right of the Grantee to use the Cable Television System for any lawful purpose.

B. Assignment. Said Franchise cannot in any event, be sold, transferred, leased, assigned or disposed of in whole or in part, either by forced or voluntary sale, merger, consolidation, mortgage, trust, receivership or any other means without the prior consent

of the Town expressed by a vote of the Councilmen. Such consent will not be arbitrarily or unreasonably withheld by the Town. No such transfer shall be effective unless the transferee shall file a written statement with the Town agreeing to be bound by all the terms and conditions of this Franchise. It shall not be deemed a transfer if it is transferred to any entity controlled more than fifty percent (50%) by Grantee.

C. Grantee agrees to obtain the prior approval of the Town before transferring or selling controlling interest in the corporation, which approval shall not be unreasonably or unnecessarily withheld.

IV. STREET OCCUPANCY

A. No Interference. The Grantee's transmission and distribution system, poles, wires, and appurtenances shall be located, erected, and maintained so as not to endanger or interfere with the lives of persons, or to interfere with new improvements the Town may deem proper to make or to unnecessarily hinder or obstruct the free use of the streets, alleys, bridges, or public property. Removal of poles to avoid such interference will be at the Grantee's expense, and all such poles or other fixtures placed in a street shall be placed in the right of way between the roadway and the adjacent property.

B. Installation. Construction and maintenance of the transmission distribution system shall be in accordance with the provisions of the National Electrical Safety Code, prepared by the National Bureau of Standards, the National Electrical Code of the National Board of Fire Underwriters, and such applicable ordinances and regulations of the Town affecting electrical installations which may be in effect.

C. Nature of Installations. All installations of equipment shall be permanent in nature, durable, and installed in accordance with good engineering practices and of

sufficient height to comply with all existing Town regulations, ordinances, and State laws so as not to interfere in any manner with the right of the public or individual property owner, and shall not interfere with the travel and use of public places by the public and during the construction, repair or removal thereof, and shall not obstruct or impede traffic.

D. Maintenance and Operation. In the maintenance and operation of its cable television system in the streets, alleys and other public places and in the course of any new construction or addition to its facilities, the Grantee shall proceed so as to cause the least possible inconvenience to the general public; any opening or obstruction in the streets or other public places made by the Grantee in the course of its operations shall be guarded and protected at all times by the placement of adequate barriers, fences or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly designated by warning lights. Any excavation or taking up of pavement, curbing or sidewalks shall be done only with the approval of the Town, and shall be repaved by the Grantee.

E. Relocations. In the event the Town shall relocate a street, raise or lower a bridge, or make any other changes requiring the removal of utility installations, the Grantee shall remove or relocate its installations at said locations at no cost to the Town.

F. Restoration or Reimbursement. In the event of disturbance of any street or private property by the Grantee, it shall at its own expense, and within a reasonable period of time, replace and restore such street or private property to be safe for the general public.

V. OPERATIONS

A. Operations to be in Accordance with Rules. The Grantee shall maintain and operate its Cable Television System in accordance with Federal law (47 U.S.C. & 521 *et seq.*) (the "Cable Act"), the rules and regulations of the Federal Communications Commission (47 C.F.R. Part 76) and its policies and order, the laws of the State of Maine and the Town, as are incorporated herein or may be promulgated hereafter, provided that no such future rule or regulation of the Town shall contradict preempting Federal authority, nor amend the terms of this Agreement without the consent of the Grantee.

B. Public Lines. The Grantee shall, without an installation or monthly subscription charge, provide one basic cable outlet to the Town Office and one basic cable outlet to all public schools, libraries and buildings within the Town.

C. Services. The Grantees shall maintain a Cable Television System with a frequency spectrum of five (5) to eight hundred sixty (860) Megahertz (Mhz) as currently operated in said Town. It is the Grantee's and the Town's intent that new developments in the art be incorporated into the cable system whenever it would be in the Subscriber's best interest to do so, taking into consideration all relevant economic and technological factors.

D. Public Access Channel. At the request of either a majority of Subscribers or a majority of the members of the Board of Councilmen, the Grantee shall set aside one channel within Grantee's system which shall be dedicated to public access services and which shall be for the joint use of the Town and the Town of East Millinocket. This channel shall be made available to the public for educational and

governmental users, as requested by the Town, except that advertising by or on behalf of candidates for public office, lottery information, or obscene or indecent material shall be prohibited from carriage on this channel.

E. The Grantee will make an annual monetary contribution to the support of the Public Access Channel of \$5,000.00 per year to assist with the operating expenses, equipment purchases, and general maintenance of the Channel. Payment shall be due and payable no later than 90 days after the end of the fiscal year for which payment is made.

VI. INDEMNIFICATION AND INSURANCE

A. Indemnification. The Grantee shall indemnify, protect and save harmless the Town, its officers, agents and employees from and against all claims, damages, losses and expenses, including reasonable attorney's fees incurred by the Town on account of any suit, judgment, execution, claim or demand whatsoever arising from the operation or maintenance of the Grantee's Cable system in the Town. The Town shall notify Grantee within thirty (30) days after the presentation of any claim or demand, either by suit or otherwise, made against the Town on account of any negligence or other claim or liability occasioned or arising out of the operation, maintenance, or construction of the Grantee's Cable System within the Town. For the duration of the Franchise and all renewals thereof, Grantee shall carry and present evidence of carriage of liability insurance covering property damage and public liability from an insurance company or companies duly authorized to do business in the State of Maine, insuring the Grantee and the Town with respect to the construction, operation and maintenance of the system. The amounts of such insurance against liability due to physical damages to property shall not be less than Fifty Thousand Dollars (\$50,000.00) as to any one accident and not less

than Three Hundred Thousand Dollars (\$300,000.00) aggregate in any single policy year; and against liability due to bodily injury or to death of persons not less than Three Hundred Thousand Dollars (\$300,000.00) as to any one person and not less than One Million Dollars (\$1,000,000.00) as to any one accident. Said policy shall protect the Town by naming it as an insured party from and against any and all claims, actions, suits, liabilities, expenses or damages of any kind or description which may occur to or be suffered by the Town or any one, by reason of the construction, maintenance, or operation of the Grantee's facility. The Grantee shall also carry such insurance as it deems necessary to protect it from all claims under the Workers' Compensation Laws in effect that may be applicable to the Grantee. In addition, the Grantee shall indemnify the Town and its officials and shall hold them and each of them harmless of and from any and all liability with respect to alleged copyright infringements, and with respect to the subject matter of any program transmitted by the Grantee.

B. **Contravention of Provisions; Costs of Litigation.** The reasonable costs of any litigation incurred by the Town to enforce either the provisions of this Franchise or the laws governing this Franchise against the Grantee shall be reimbursed to the Town by the Grantee. Such costs shall include filing fees, costs of depositions, discovery and expert witnesses, all other expenses of suit and a reasonable attorney's fee. The reimbursement of such costs shall be required only if a final judgment should be entered in favor of the Town.

VII. SERVICE STANDARDS

A. The Grantee shall provide Subscribers and Town with thirty (30) days advance notice of an increase in rates or deletion of a channel.

B. Upon reasonable notice, Grantee shall expeditiously investigate and resolve complaints regarding the quality of service, equipment malfunctions, and other matters. In the event service to any Subscriber is interrupted for six (6) or more consecutive hours, the Grantee shall, upon request, grant that Subscriber a pro rata credit or rebate, if such interruption was not caused by the subscriber.

C. Grantee shall have at least one full time technician stationed within the Millinocket system. Company shall have a location (office, store or mail drop) in the Millinocket area, available from at least 9:30 a.m. to 4:00 p.m. Monday through Friday, legal holidays excepted, where subscribers can make payment of bills received from Company. Grantee shall have a listed toll-free number so that complaints and requests for repairs or adjustments may be received twenty-four hours a day, seven days a week. All Subscriber complaints must be handled promptly and in no case shall go unanswered or uninvestigated for more than three (3) business days.

D. Complaint Procedure:

1. Grantee shall promulgate a written policy statement setting forth the procedure for reporting and resolving Subscriber complaints. For each new Subscriber, and annually thereafter, the Grantee shall cause to be mailed to each of its Subscribers a notice that:

- a. Informs Subscribers of how to communicate their views and complaints to the Grantee, the proper municipal official and the Attorney General;
- b. States the responsibility of the Department of the Attorney General to receive consumer complaints concerning matters other than channel selection and rates; and

c. States the policy regarding and method by which Subscribers may request rebates or pro rata credits as described in subsection E of this Section.

The notice shall be understandable by the general public, written in non-technical language, and contained in a convenient format. On or before January 30th of each year, the Grantee shall certify to the Town and to the Department of the Attorney General that it has distributed the notice during the previous calendar year as required by this paragraph.

2. Recording Subscriber complaints shall be as follows:

a. The Grantee shall keep a record or log of all written complaints received regarding quality of service, equipment malfunctions, billing procedure, employee attitude and similar matters. These records shall be maintained for a period of 2 years.

b. The record shall contain the following information for each complaint.

- (1) Date, time and nature of the complaint;
- (2) Name, address and telephone number of the person complaining;
- (3) Investigation of the complaint;
- (4) Manner and time of resolution of the complaint;
- (5) If the complaint regards equipment malfunction or the quality of reception, a report indicating corrective steps taken, with the nature of the problem stated; and
- (6) Consistent with subscriber privacy provisions contained in the Cable Communications Policy Act of 1984, Public Law 98-549, as

amended by the Cable Television Consumer Protection and Competition Act of 1992, Public Law 102-385, the Grantee shall make the logs or records of complainants available to any authorized agent of the Town upon request during normal business hours for on-site review.

E. Pro-Rated Service. In the event a Subscriber's service is terminated, monthly charges for service shall be pro-rated on a daily basis and, where advance payment has been made by a Subscriber, the appropriate refund shall be made by the Grantee to the Subscriber within thirty days of such termination.

VIII. FRANCHISE FEE

A. Franchise Fee. The Town shall retain its rights to adopt and impose a franchise fee on the Grantee, upon proper notice to the Grantee consistent with this agreement.

B. Computation. The Town shall be furnished at the time the fee is paid, with a financial statement from a Certified Public Accountant reflecting the total annual gross Subscriber revenue as defined immediately above in subsection A, for the payment period. The fee shall be due and payable on or before January 1 for the Grantee's previous fiscal year in which the fee has accrued. If the fee is not paid when due, interest therein shall accrue at the rate allowable by the State for past-due real property taxes.

C. Limitation on Franchise Fee Actions. The period of limitation for recovery of any franchise fee payable hereunder shall be two (2) years from the date on which payment by the Grantee is due. Unless within two (2) years from and after said payment due date the Town initiates a lawsuit for recovery of such franchise fees in a court of

competent jurisdiction, such recovery shall be barred and the Town shall be stopped from asserting any claims whatsoever against the Grantee relating to any such alleged deficiencies.

IX. RATES, CHARGES AND SERVICES

A. **Charges for Services.** All subscription rates and charges for any Subscriber service or installation of equipment shall be adequate and nondiscriminatory, and shall be uniform across the franchise area.

B. **Annually, at a time mutually agreed to by the Town and Grantee, a representative of the Grantee shall attend a meeting of the Councilmen to discuss cable service during the past year and any plans the Grantee has for the coming year. At this public meeting, interested citizens may also be provided an opportunity to comment on cable services.**

X. NEW TECHNOLOGY

A. **Town Options.** The Town shall have the right ("option"), effective at any time after the end of the third year of term hereof, to require Grantee to provide technological improvements necessary to give the cable system the capability of offering services then being offered by at least 30 percent of American cable systems comparable in size (number of subscribers served by the system).

B. **Requirements.** In order for The Town to exercise any of the options, the following requirements must be met:

1. **The Town must first conduct a public hearing to consider the technological improvements which are the subject of the option, on at least sixty (60) days notice to Grantee, and all interested parties,**

including Grantee, are given an opportunity to be heard.

2. Such technological improvements are technically and economically feasible. Economically feasible shall mean that Grantee will have reasonable prospects of earning a reasonable return on its net investment in the cable system after installation of equipment necessary for the provision of such technological improvements.
3. The Town may exercise any of its options by giving Grantee at least nine months notice thereof, such notice to be given not later than six months after the date of the above-required hearing held to consider exercise of such option.

The procedures provided in this subsection are not exclusive of any other remedies or procedures that may be available at law or in equity.

XI. EXTENSION POLICY

Grantee shall extend its actual cable lines to any dwelling unit where said lines will serve twenty (20) or more Subscribers per mile, or reach a location with a number of subscribers equivalent to the above standard for the distance traveled. This provision sets a minimum standard for the average number of Subscribers in the extension; the actual extensions will cover the maximum distance arrived at by using the twenty (20) Subscriber per mile standard on any road within the town. Grantee also agrees to extend and provide service to Subscribers who do not qualify under the extension policy only if said Subscribers agree to pay the actual costs incurred by Grantee in constructing said extension. A petition must be presented to the Grantee containing the required number of Subscribers, with a duplicate filed with the Town. Such extension shall be completed

within a time period agreed upon by the Town and Grantee. Distances provided for herein shall be measured along the center line of roads and the number required Subscribers for an extension will be adjusted for each fraction of a mile.

XII. RENEWAL OF FRANCHISE

The Franchising Authority and the Grantee agree that any proceedings undertaken by the Franchising Authority that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provision of Section 626 of the Cable Act (as such existed as of the effective date of the Cable Act), unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of federal and state law. In addition to the procedures set forth in said Section 626 (a), the Franchising Authority agrees to notify Grantee of its preliminary assessments regarding the identity of future cable-related community needs and interests, as well as, the past performance of Grantee under the then current Franchise term. The Franchise Authority further agrees that such a preliminary assessment shall be provided to the Grantee prior to the time that the four (4) month period referred to in Subsection (c) of Section 626 is considered to begin. Notwithstanding anything to the contrary set forth in this paragraph, the Grantee and the Franchising Authority agree that any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the Franchising Authority and the Grantee may agree to undertake and finalize negotiations regarding renewal of the then current Franchise and the Franchising Authority may grant a renewal thereof. The Grantee and the Franchising Authority consider the terms set

forth in this section to be consistent with the express provisions of Section 626 of the Cable Act.

XIII. SALE OR ASSIGNMENT OF SYSTEM

Grantee's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered, other than to an Affiliate, without the prior consent of the Franchising Authority, such consent not to be unreasonably withheld, *provided, however*, that notwithstanding the foregoing and Section III (B) hereof, no such consent shall be required for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of Grantee in the Franchise or Cable System in order to secure indebtedness.

IX. TERMINATION

A. Revocation. The Town reserves the right to terminate this Franchise and rescind all rights and privileges associated with it in the following circumstances:

1. If Grantee persistently and deliberately fails to comply in any material respect with the provisions of this Franchise and such failure shall continue beyond thirty (30) days after receipt of written notice of such failure from the Board of Councilmen; provided, however, that noncompliance shall not be cause for termination if Grantee is making a bona-fide attempt to cure the condition causing noncompliance or if the condition causing noncompliance is beyond the control of the Grantee;
2. If a petition is filed by or against the Grantee under the Bankruptcy Act, or any other insolvency or creditors' rights law, state or federal, and the Grantee shall fail to have it dismissed;
3. If the Grantee becomes financially insolvent or makes an assignment for the benefit of creditors; or

4. If the Grantee ceases to provide service over the Cable Television System and fails to reinstate service after notice as in Paragraph (1) above.

B. Procedure Prior to Revocation. Prior to any decision by the Town to terminate this Franchise, Grantee shall be entitled to an opportunity to be heard by the Councilmen upon a minimum of thirty (30) days' notice.

C. Surrender of Franchise. The Grantee may surrender this Franchise at any time upon filing with the Town Clerk a written notice of its intention to do so at least six (6) months before the surrender date. On the surrender date specified in the notice, if Grantee has completed performance as specified herein, and on payment of any franchise fees due as of the surrender date, all of the rights and privileges and all of the obligations, duties and liabilities of the Grantee shall terminate.

D. If, after the occurrence of a public hearing as provided in paragraph B, the Town revokes this Franchise, or if the Grantee surrenders this Franchise pursuant to paragraph C, Grantee shall have the option (i) to remove all of its equipment associated with the Cable Television System at its own expense or (ii) to sell the Cable Television System.

XV. SEVERABILITY

If any section, subsection, sentence, clause, phrase or word of this Franchise, should be held invalid or unconstitutional either by the FCC or any court of competent jurisdiction, such section, subsection, sentence, clause, phrase or word shall be deemed severable as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

XVI. CONSTRUCTION

No provision of this Agreement shall be construed to limit the rights of, or protections given, to the Grantee pursuant to federal law.

XVII. AMENDMENT OR MODIFICATION, MOST FAVORED NATION

This Franchise shall not be amended or modified except by written agreement executed in the same manner as this Franchise. In the event the Franchising Authority enters into a franchise, permit, license, authorization or other agreement of any kind with any other person or entity other than Grantee to enter into the City's streets and public ways for the purpose of constructing or operating a Cable System or providing Cable service, or other video programming comparable to Cable Service, to any part of the service area, the material provisions thereof shall be reasonable comparable to those contained herein, in order that one operator not be granted an unfair competitive advantage over another, and to provide all parties equal protection under the law.

XVIII. NOTICES

Notices required to be sent to the Town shall be in writing and shall be delivered by hand, or shall be sent by certified mail, return receipt requested, in either case to the Town Manager, Town of Millinocket, 197 Penobscot Avenue, Millinocket, Maine 04462, or such other address as may be designated by the Town in writing. Notices required to be sent to Grantee shall be in writing and shall be delivered by hand, or shall be sent by certified mail, return receipt requested, to Grantee at P.O. Box 2276, Skowhegan, Maine 04976.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

WITNESS:

Eugene J. Carlogue
to all

TOWN OF MILLINOCKET

BY: *A. Mayes*

BY: *Daniel D. McLean*

BY: *[Signature]*

BY: *Scott M. Dwyer*

BY: *Johnny P. Gies*

BY: *David R. Co*

BY: *Wallace Paul*

ITS COUNCILMEN

BEE LINE, INC.

BY: *Edw. J. Gering*

Its President

ELIZABETH M. KINNEY
Notary Public, Maine

Elizabeth Kinney
Elizabeth Kinney, Notary

Manager

From: William McAnirlin <william@mcanirlin.com>
Sent: Thursday, January 18, 2018 3:32 PM
To: Manager
Subject: Re: Century Bike Ride

I have posted an event on Facebook, and I am pleased with the response so far:
<https://www.facebook.com/events/542331662784496>

In less than 48 hours, over 150 people have expressed interest.

I am looking at two different routes, they are each posted on that page.
The northern route, would go from Millinocket to Medway to Sherman to Mattaweamkeag and back to Millinocket

The southern route would go to Brownville, Milo, Howland, Lincoln and back to Millinocket.

I do not think that I can make a determination on the route until spring when I can drive and ride both. I am not that familiar with the roads, it will depend on the road condition as well as the shoulders of the road. Once I make that decision, I can then decide on the shorter routes as options.

Do you have any updates/concerns from the city council?

Thank you.

William "Mack" McAnirlin

From: Manager <manager@millinocket.org>
To: 'William McAnirlin' <william@mcanirlin.com>
Sent: Thursday, January 18, 2018 3:21 PM
Subject: RE: Century Bike Ride

Hi William,

Any update on the Century Bike ride?

From: William McAnirlin [mailto:william@mcanirlin.com]
Sent: Friday, January 05, 2018 2:31 PM
To: Manager
Subject: Re: Century Bike Ride

Awesome. I have certainly made the comments that I think that in order for Millinocket to take full advantage of the marathon, the next step is to have other events.

I have done up two options for routes so far. First is 106+- miles.

Manager

From: Jim Charette <wastewater@millinocket.org>
Sent: Monday, January 22, 2018 10:46 AM
To: John Davis
Subject: Treatment Facility Generator Failure.

Hi John,

On Thursday during the weekly run of the treatment facility generator, after running a short time we noticed a thumping sound coming out of the air breather. At that point we shut the system down completely until we could remove the valve cover to see what was the problem. When the valve cover was removed we found bent push rods under one of the valve lifters. Due to the age and availability of parts for this generator, we believe it is time to replace the whole unit. I will be in touch with you in the near future with some prices for replacement. At that point we can make some decisions.

Thank you,

*Jim Charette
Chief Operator, MWWSF
197 Penobscot Avenue
Millinocket, Maine 04462
(207) 723-7040
Cell (207) 731-3534
Fax (207) 723-7002*



Virus-free. www.avg.com

ORDER #13-2018

PROVIDING FOR: Execution of the Warrant for January 18, 2018

IT IS ORDERED that the Warrant for January 18, 2018 in the amount of \$_____ is hereby approved.

Passed by the Town Council_____

Attest:_____

ORDER #14-2018

PROVIDING FOR: Execution of the Warrant for January 25, 2018

IT IS ORDERED that the Warrant for January 25, 2018 in the amount of \$_____ is hereby approved.

Passed by the Town Council_____

Attest:_____

PROVIDING FOR: Authorization to sign a Letter of Intent (LOI) application and materials related to the Bates Street/Pines Pump Station and Elm Street service areas Target Area Income Survey.

IT IS ORDERED that the Millinocket Town Council sign the Letter of Intent application and materials related to the Bates Street/Pines Pump Station and the Elm Street Survey conducted on behalf of the Town of Millinocket. This signing will be retroactive to January 12, 2018.

NOTE: The survey of the Bates Street area was completed in January 2015, and the Elm Street Survey is being combined to document the LMI (Low to Medium Income) benefit. Combined survey results area that the LMI populations of respondents were 542 persons out of 1036 project area persons, resulting in a percentage of 52% of LMI persons, exceeding the threshold of 51% for the LMI benefit.

PASSED BY THE COUNCIL: _____

ATTEST: _____

OLVER ASSOCIATES INC.

ENVIRONMENTAL ENGINEERS

January 17, 2018

Ms. Terry Ann Holden
Office of Community Development
Department of Economic & Community Development
59 State House Station
Augusta, Maine 04333-0059

RE: LOI and Target Income Survey
Sewer System Improvements, Millinocket, Maine

Dear Terry Ann:

Enclosed please find a LOI application and materials related to the Bates Street/Pine Pump Station Target Area Income Survey we conducted on behalf of the Town of Millinocket. The Notice of Intent that the Town is filing is to apply for Public Infrastructure program funding of sewer system improvements as part of their excess flow removal program. The proposed project will consist of replacement of about 2500 linear feet of existing sewer lines in the Bates Street/Pines Street Pump Station and Elm Street service areas. As discussed, since a survey of the Bates Street area was completed in January, 2015, we are combining this with the Elm Street survey conducted in 2017/2018 to document LMI benefit.

A map of the Elm survey area is enclosed for reference. We started with the project area tax maps to determine the initial property ownership list, removed the business and tried to eliminate all known seasonal and vacant properties from the initial list. (There were still a significant number of vacancies found during actual survey.) We then used a randomizer program to select the households to survey. A mailer was sent with door to door and phone follow-up. The results are attached.

Vicki Rusbult of EMDC reviewed the responses for us and we then prepared the enclosed Beneficiary Profile. As you can see, the combined survey results area that the LMI population of respondents were 542 persons out of 1036 project area persons, resulting in a percentage of 52% LMI persons, exceeding the threshold 51% for LMI benefit.

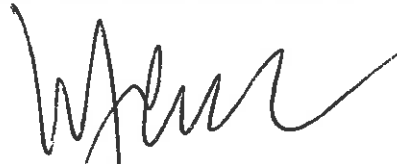
OLVER ASSOCIATES INC.

Ms. Terry Ann Holden
January 17, 2018
Page 2

Thank you as always for your assistance and please let us know if you have any questions.

Very truly yours,

OLVER ASSOCIATES INC.

A handwritten signature in black ink, appearing to read 'Mandy Holway', written over the company name.

Mandy Holway Olver P.E., Vice-President

CC: Mr. John Davis, Town Manager (partial enclosures)
Mr. James Charette, Superintendent (partial enclosures)

Adoption by Local Board or Council

DATE ADOPTED: 1/11/2018

Municipal Seal

AUTHORIZED SIGNATURES

Name <u>Michelle A. Madore</u>	Date <u>1/12/18</u>
Name <u>Charles G. Papp</u>	Date <u>1/12/18</u>
Name <u>Joseph E. Clark</u>	Date <u>1/12/18</u>
Name	Date
Name	Date

ORDER #16-2018

PROVIDING FOR: Capping the Undesignated Fund Balance.

IT IS ORDERED that the Millinocket Town Council cap the Town's unassigned fund balance at three million dollars (\$3,000,000).

NOTE: Currently there is \$2,751,038 in this account. The audit shows a balance of \$2,901,038, however, \$150,000 of this balance belongs to the School Department.

PASSED BY THE COUNCIL: _____

ATTEST: _____

PROVIDING FOR: Authorization to disperse KARE funds.

IT IS ORDERED that the Millinocket Town Council authorize the disbursement of the KARE grant funds in the following manner:

1. **Millinocket - \$25,000**
2. **East Millinocket - \$25,000**
3. **Medway - \$25,000**

IT IS FURTHER ORDERED that the Town Manager be authorized to sign all the necessary paperwork that may be involved in this disbursement.

NOTE: This is the final payment that the three communities will receive from Brookfield as part of the last dam relicensing process. These funds would normally be put in the KARE grant account and awarded to area businesses. This year the three towns decided to divide the funds equally and deposit it in their own economic development account.

PASSED BY THE COUNCIL: _____

ATTEST: _____

ORDER #18-2018

PROVIDING FOR: Approval for an ad to support the Millinocket All-Stars Hoop Classic.

IT IS ORDERED that the Millinocket Town Council approve an ad to help support the Millinocket All-Stars Hoop Classic 2018. The ad will be one-eighth of a page and the cost is \$15.00.

PASSED BY THE COUNCIL: _____

ATTEST: _____

Millinocket All-Stars Hoop Classic 2018

Business Ads

Dear Local Business Owner,

The 2018 Millinocket All-Stars Hoop Classic would like to invite you to become a part of something very special. Each year we solicit ads from parents and local businesses. The income from these ads helps to keep this program funded for the children in our communities. The Hoop Classic Tournament will be held on March 2nd, 3rd, and 4th at Stearns High School. Below is the cost of submitting a business ad.

Full Page- \$100

Half Page- \$50

1/4 Page- \$25

1/8 Page- \$15

Name of Organization/Business:

Town of Millinocket

Ad Size:

1/8 - \$15.00

Please make checks payable to Millinocket Little Pro
18 Heritage Street
Millinocket, ME 04462

Amanda Welch
731-5401

Thank you for your support!

Receipt

Name of Organization: _____

Ad Size: _____ Amount Paid: _____

Signature _____

Millinocket Hoop Classic Ad