

**TENTATIVE AGENDA  
REGULAR COUNCIL MEETING  
COUNCIL CHAMBERS  
THURSDAY, FEBRUARY 22, 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 February 08, 2018 Regular Town Council Meeting.

**OLD BUSINESS:**

5. Remove from Table- Resolve #1-2018 (Anthony Clark)

**NEW BUSINESS:**

6. Special Presentations: a) Tom Malcolm- Department Update
7. Town Manager's Report
8. ORDER #27-2018 Execution of the Warrant for February 15, 2018
9. ORDER #28-2018 Execution of the Warrant for February 22, 2018
10. ORDER #29-2018 Abatement of Sewer Fees (Cyr)
11. ORDER #30-2018 Abatement of Sewer Fees (126 Cedar Street)
12. ORDER #31-2018 Abatement of Sewer Fees (Hallett)
13. ORDER #32-2018 Approval of the Planning Board Recommendation
14. Reports and Communications:
  - a. Warrant Committee for the March 8, 2018 Council Meeting Chair McEwen and Councilor Madore
  - b. Chair's Committees Reports
  - c. Two Minute Public Comment

15. Adjournment:

February 08, 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-Excused	Pray-noted to be late joining at 4:40pm
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, GA/Personnel Lori Santerre, Library Director Matthew Delaney and 7 in the public.

**Pledge of Allegiance**

**Adjustments to the Agenda: Additions to the Manager's report**

**Approval of the Minutes for January 25, 2018 Regular Town Council Meeting**

Motion-Stratton                      Second-Madore                      Vote 4-0

**OLD BUSINESS: None**

**NEW BUSINESS:**

**Special Presentation:**

**a) Resolve #1-2018 (Anthony Clark) –**

Chair Clark asks for a motion to table until the next Town Council meeting when Anthony Clark is present,

Motion – Stratton Second- Madore Vote 4-0

**b) Lori Santerre- Department Update Report- Quarterly updates with informative progress reports for the departments of General Assistance, Human Resource, Personnel, and Assistant to the Town Manager.**

**c) Matthew Delaney- Library Quarterly Update focusing on finances, 2018 budget, volunteers, and fundraising.**

**Town Manager's Report:**

**\*Next regular Council meetings to be held in council chambers at 4:30 pm-February 22, 2018 and March8, 2018**

**\*Thank you letter from Terry Picard for the Town assuming the responsibilities of medical bills he just became aware of the financial support for those surgeries he acquired as a child back in 1953.**

**\*Concerns with the proposed bill LD 1687 an act to amend the laws governing the calculation of excise tax on automobiles which will affect municipalities negatively.**

**\*Planning Board met January 23, 2018 for discussion concluding with a vote of 4 to 1 recommending that the Town Council not allow recreational use of marijuana enterprises to operate in the Town of Millinocket, the Council will have decide further direction.**

**\*Fiberight Trash Facility will not be opening in April of 2018 as previously planned due to problems with the building delivery and cold weather, exploring all options to have trash hauled to other areas at no cost to the Town while looking for direction to proceed to assist smaller Towns interim.**

**\*Maine Water Company's periodical update informs steps to take to avoid frozen pipes through the winter months while mentioning to keep hydrants clear of snow.**

**\*LD 1629 correction made since last reporting for time allowed for a resident to stay in their home before having to evict is based on half of the assessed value.**

**\*Biweekly meetings with Our Katahdin updates interest in the site is high showing great progress with likely success furthering an installation of an electronic back gate will soon be installed for site security purposes.**

**\*Andrea smith of the department of economic and community development with be available for questions and concerns pertaining to TIF at the February 22, 2018 Town council meeting as a special presentation.**

**\*George Allen, GM/VP of Bee Line Cable T.V. will be available to discuss concerns with the Council Chair and Town Manager anytime after February 12, 2018 pertaining to their contract.**

- \*Century Bike Ride is still underway while correspondence with Mr. McvAnirlin over minor details.
- \*Comprehensive plan officials will meet to discuss details on updating the current comprehensive plan.
- \*Fire Department, Police Department, and Public Works Department contract negotiations are still underway to finalize agreements.
- \*Northern Timber Cruisers looking for interest from the Town to extend a line of credit, looking for direction.
- \*Cost savings to the Town while still falling under warrantee for self-installation of the slide at the Town Pool.
- \*Department budget proposals are underway for fiscal year 2019.

Councilor McEwen appreciate the thank you letter from Terry Picard, shares interests to look into LD 1687 further, approves to follow the Planning Boards recommendation, approves of assisting other communities with the unfortunate situation with the Fiberight facility, shares interest with meeting with Andrea Smith concerning TIF being its benefits to local businesses, concerns with extending credit to Northern Timber Cruisers with the anticipation of budget season to be finalized.

Councilor Stratton shares appreciation for the Thank you letter from Terry Picard, does not support the proposed calculations of excise tax, not in favor of but interested in what the planning board's recommendations would be for zoning of marijuana if is passed, concerns with Fiberight and not in favor, glad to see Our Katahdin meets and shares updates, concerns where monies will come from to extend a line of credit to the Northern Timber Cruisers.

Councilor Madore impressed with the authorities that felt financially responsible to pay for the medical expenses for Terry Picard, not in favor of LD 1687, shares appreciation to the Planning board for their extensive discussion concerning marijuana with the anticipation of zoning recommendations while extending appreciation for all the volunteered time put into the educations of marijuana, in favor of helping out other communities for disposal of trash if there isn't an adverse effect to the Town, not in favor of LD 1629, Our Katahdin meetings going well with of interests being good news, anticipates the presentation with concerns of TIF, glad to see a meeting is underway concerning Bee Line agreement, glad to Century Bike Ride is underway sharing interest of the route desired, updates to the Comprehensive Plan is necessary and is beneficial to the Town, good deal for the Town to install the pool's slide for free saving the Town some money, with reservations and the need for more answers shares concerns but supports the Northern Timber Cruisers while questioning how the line of credit will be funded from the budget, looks forward to the department's budget proposals.

Councilor Pray cautions any new concept or ideas with concerns there is always a shift with economic adjustments and monies will need to come from somewhere, shares his concerns with the recommendations from the Planning Board pertaining to the prevention of marijuana within the Town lines noting unorganized territories boarder all ends of Town while suggesting control is needed within the community and further discussion is needed, informs this proposal from Fiberight was known all along being at no cost to the Town if facility was delayed while sharing his trust in the public works director's judgement when assisting other communities, references in lieu of taxes, concerns with any tax breaks or changes in TIF, notes nonprofit organizations changed over the years with concerns of tax breaks or abatements, trusts that Chair Clark and the Town Manager will have the Towns best interest to benefit the community while meeting with Bee Line concerning current agreement, comprehensive plan is a necessity to move forward, shares interest with desired route for the Century Bike Ride, states negotiations are always interesting, supports the free installation of the pool's slide while still under warranty, in support of line of credit to the Northern Timber Cruisers if the proposal is an agreement protecting the Town to pay the line of credit back.

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

Chair Clark inquires with concerns trash to be hauled will go to a land fill instead of a recycling center in regards to the nonexistence of the Fiberight facility, anticipates the meeting with Beeline and the Town manager to express concerns of the community, anticipates the presentation concerning TIF which will only benefit and further information, Comprehensive Plan meeting went very well anticipating an order to proceed in the near future, suggests the line of credit to Northern Timber Cruisers come from the extra funds from the surplus after reaching the cap while anticipating further discussion, in support of replacing the slide at the swimming pool, anxiously awaits the department's budget proposals.

ORDER #19-2018 PROVIDING FOR: Execution of the Warrant for February 1, 2018  
IT IS ORDERED that the Warrant for February 1, 2018 in the amount of \$10,393.59 is hereby approved.  
Motion -Stratton                      Second-Madore                      Vote 5-0

ORDER #20-2018 PROVIDING FOR: Execution of the Warrant for February 8, 2018  
IT IS ORDERED that the Warrant for February 8, 2018 in the amount of \$100,824.02 is hereby approved.  
Motion -Stratton                      Second -Madore                      Vote 5-0

ORDER #21-2018 PROVIDING FOR: Approval of an Application for a Victualer's License for Wing Dingahs

IT IS ORDERED that the attached application for a Victualer's License is hereby approved for:

Stanley R. Grindle, 99 Morgan Bay Rd, Surry ME 04684

d/b/a

Wing Dingahs, 99 Morgan Bay Rd, Surry ME 04684

Motion- Pray                      Second-Madore                      Vote 5-0

Chamber of Commerce Director informs this vendor was asked to par take in the Winterfest activities.

**ORDER #22-2018 PROVIDING FOR:** Authorization to sign a Memorandum of Agreement with Penobscot County.

**IT IS ORDER** that the Millinocket Town Council approves the signing of a Memorandum of Agreement with Penobscot County for the disposal of municipal solid waste, recycled materials, white goods, demolition debris, and universal waste.

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

Motion –McEwen                      Second –Madore                      Vote 5-0

Public Works Director Ralph Soucier informs this is a standard procedure agreement.

Councilor Pray supports the order expressing fulltime year residents should have to pay the annual fee of \$20.00 to use the Transfer Site.

**ORDER #23-2018 PROVIDING FOR:** Authorization to expend funds.

**IT IS ORDERED** that the Millinocket Town Council authorize the expenditure of funds in the amount \$16, 500 to replace the generator at the Wastewater Treatment Plant. If approved, the funds for the generator will be taken from Account 2800-1395, Slow Runners, and the remaining balance in this account will be \$27,675.07.

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

**NOTE:** The cost to replace the generator is approximately \$14,248.088. The purpose for the \$16,500 request is to cover any extra cost that may occur.

Motion –Madore                      Second –Pray                      Vote 5-0

Chair Clark notes order passes as is noting the invoice should reflect the adjustment for the Town is tax exempt.

**ORDER #24-2018 PROVIDING FOR:** Approval of the Katahdin Area Arts Festival.

**IT IS ORDERD:** that the Millinocket Town Council grants approval for Jim Phelps to conduct the Katahdin Area Arts Festival that will take place on Penobscot Avenue on Saturday, August 25, 2018.

**IT IS FURTHERED ORDERED** that be that Penobscot Avenue from Pine Street to beyond Poplar Street be shut down to the general public from 7 a.m to 6:30 p.m.

Motion-Pray                      Second-Madore                      Vote 5-0

Council discussion expresses excitement to house the festival sharing a great addition to the Town able to display the abundance of talent the community has.

**ORDER #25-2018 PROVIDING FOR:** Municipal Release Deed (Bouchard)

**IT IS ORDERED** that the Town Manager be authorized to execute and file all the necessary paperwork, including sighing a release deed, to complete the repurchase of a home by Peggy Bouchard, 41 Colony Place, Millinocket, Maine, as shown on Map U08, Lot 0068, for \$5,993.04, as all the outstanding taxes, interest, and fees have been paid.

Motion-Stratton                      Second-Madore                      Vote 5-0

**ORDER #26-2018 PROVIDING FOR:** Authorization to sign a Memorandum of agreement with Piscataquis County.

**IT IS ORDERED** that the Millinocket Town Council approves the signing of a Memorandum f Agreement with Piscataquis County for the disposal of municipal solid waste, recycled materials, white goods, demolition debris, and universal waste.

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

Motion- McEwen                      Second- Pray                      Vote 5-0

Public Works Director informs the County pays tipping fees for trash to be hauled.

**Reports and Communications:**

- a) The Warrant Committee for the February 22, 2018 Council Meeting will be Chair Clark and Councilor Golieb.
- b) Chair's Committees Reports: Councilor McEwen informs the Economic Development Survey reports have been compiled and uploaded onto the Town's website and suggests meeting to discuss the results prior to the next Town Council meeting.
- c) Two Minute Public Comment: None
- d) Motion to adjourn at 5:56 p.m. –Madore Second – Stratton Vote 5-0

PROCLAMATION HONORING ANTHONY "ANT" CLARK FOR HIS 49 YEARS OF SERVICE AT THE  
MILLINOCKET PUBLIC WORKS DEPARTMENT

WHEREAS, Anthony "Ant" Clark began his career in May of 1969 and was employed at the Millinocket Public Works Department for 49 years before retiring on February 2, 2018; and,

WHEREAS, Ant began his employment as a 15 year old working summers when school was not in session; and,

WHEREAS, Ant has performed his duties throughout his years of service in a conscientious and responsible manner; and,

WHEREAS, Ant has consistently responded with ingenuity, imagination, and foresight to the duties and responsibilities given him; and,

WHEREAS, as a result of diligent work and demonstrated ability, Ant advanced to positions of increasing reliability as both an equipment operator and lead man in the Public Works Department; and,

WHEREAS, throughout his many years of service, Ant has served his coworkers and residents of Millinocket with fairness, compassion, dedication, and a willingness to help; and,

WHEREAS, Ant has earned the admiration and respect of his colleagues for his dedication, enthusiasm, professionalism, and sense of humor.

NOW, THEREFORE, BE IT RESOLVED, that the Millinocket Town Council, in Council assembled on February 8, 2018, does hereby recognize, honor, and thank Anthony "Ant" Clark for his dedication to the Town of Millinocket during his tenure in the Public Works Department.

*M. J. O'Connell* *Hilda Stenstrom* *Jessie E. Cole* *Angela M. O'Connell*  
*David B. Bette*

*Devin M. Campbell*



# **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](http://www.millinocket.org)**

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## **Town Manager's Report February 22, 2018**

- 1. Next Regular Council Meetings – to be held in Council Chambers at 4:30 p.m.**
  - A. March 8, 2018
  - B. March 22, 2018
- 2. Press Release LignaCLT Maine, LLC –** On February 12, 2018, Chairman Clark, Councilor Madore, and I attended a press conference at Husson University. At the conference Nick Holgorsen, CEO and co-founding partner of Ligna Terra Global, LLC, announced that his company would be coming to Maine to manufacture Cross Laminated Timber (CLT) at the former mill site located at One Katahdin Avenue. This project could create over 100 direct jobs and an increase in demand for timber. I want to thank everyone that has worked so diligently to make this announcement possible and will be looking forward to working with Ligna Terra officials.
- 3. LD 1629 –** I have submitted written testimony in opposition to this legislation on behalf of the Council.
- 4. Bee Line Contract –** The Chairman and I will be meeting with George Allen, GM/VP of Bee Line Cable T.V., on Wednesday, February 21, to discuss the Bee Line contract. We will have a report for the Council at Thursday night's Council meeting.
- 5. Negotiations –** We still need to finalize a couple of issues with the Fire Department. I am trying to set a date that is conducive to all our schedules so we can complete the agreement. There has been a change in the agent that represents the Police and Public Works Departments and I expect to hear from him in the near future to start negotiations with those two locals.
- 6. Century Bike Ride –** Mr. McAnirlin will be coming to Millinocket sometime in March to try to determine which route he will use to stage the event. I will meet him on the day he shows up to address any remaining issues he may have.



**7. Budget Proposals** – I should have all the proposals submitted in the next couple of weeks.

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## FOR IMMEDIATE RELEASE

### Contacts:

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Joshua McIntyre, Eastern Maine Development Corporation  
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# Cross Laminated Timber Company to Launch Operations in Millinocket, Maine

*First Cross Laminated Timber Company in Maine aims to Bring Over 100 Direct Jobs and Increased Demand for State Timber*

**BANGOR, MAINE – February 12, 2018** – LignaCLT Maine, LLC is pleased to announce they will become the first Maine-based manufacturing company of innovative Cross Laminated Timber (CLT) and other mass timber products in our state. The company will open their new facility at the Millinocket mill site owned by Our Katahdin, Inc. The move is slated to bring over 100 direct jobs to the Katahdin region and increased demand for Maine timber. **A press conference with more information will be held at Husson University's Richard E. Dyke Center for Family Business on Tuesday, February 13, 2018 at 10:30 a.m.**

CLT is an engineered wood product that competes with concrete and steel construction and is known for environmentally friendly attributes. The use of CLT in building projects across the globe has been shown to reduce construction time by over 33 percent. The company will also manufacture Glulam, a type of structurally engineered wood product for columns and beams that, similar to CLT, consists of layers of dimensioned lumber bonded together with durable, moisture-resistant adhesives.

LignaCLT Maine, LLC has plans to build an impressive, state-of-the-art CLT and Glulam manufacturing operation coupled with prefabrication technology in a facility comprising up to 300,000 square-feet on a 35-acre parcel. It's expected to be operational within 12 months. Based upon industry trends, the new manufacturing plant would directly create more than 100 jobs within five years while sustaining hundreds more in value chain operations.



"We made the decision to come to Maine for several reasons," said Nick Holgorsen, CEO and co-founding partner of LignaTerra Global, LLC, the Charlotte, North Carolina parent of LignaCLT Maine, LLC. "First, the types of trees that are important to the cross laminated timber production process are plentiful here in Maine. Second, we know that Maine has a dedicated, productive workforce with timber industry experience. We see this as an opportunity to provide jobs and help communities thrive. Our organizational culture is dedicated to making a positive social impact in the communities we serve."

"Ten years after the announcement to permanently close the Millinocket paper mill, we are thrilled to welcome LignaCLT Maine as the anchor tenant on our industrial site in Millinocket" said Sean DeWitt, President of Our Katahdin. "LignaTerra is engaged in a rapidly growing industry, and they share our commitment to community and economic development. We are in the process of resolving the remaining hurdles and are excited that LignaCLT Maine is helping to position the Katahdin region and the state of Maine as a leader in the next generation of the forest products industry."

Behind the scenes, this project ranks as one of the most dynamic economic development projects in the region, with a complex financial structure and at least a dozen different nonprofits, for-profits, and government agencies involved. The decision to come to Maine has taken several months to negotiate. Dr. Brien Walton, Director of the Richard E. Dyke Center for Family Business and Assistant Professor of Entrepreneurship at Husson University, facilitated the negotiations and attributes their ultimate success to shared core values, a shared vision for Maine's potential, and critical support from the regional economic development leader, the Eastern Maine Development Corporation (EMDC). Michael Aube, president of EMDC, believes this is just the beginning of a new era of growth for Maine.

"Three years ago, EMDC and others came together to research, study, and analyze complimentary new timber uses for economic growth," said Aube. "CLT is one of those new investment opportunities. Coupled with our Maine universities and higher education institutions, Maine's workforce is ready to help any company achieve its goals. LignaCLT is in position to lead wood product innovation in Maine's private sector and directly support related industries throughout the state and across the entire Northeast. The University of Maine's focus on alternative uses of Maine timber and sustainable forestry was a critical factor in helping bring CLT production to the state."

Husson's Dr. Walton foresees even more benefits. "Having a new company begin operations in Maine creates more employment and internship opportunities for Husson University students after graduation. The creation of good jobs also helps make Maine more attractive to young professional."

"We wanted to be associated with Husson University as part of this move," continued Holgorsen. "Husson University is the home of Maine's largest College of Business and we're grateful for Dr. Walton's guidance throughout each aspect of this process. It's clear that Husson University is dedicated to helping businesses succeed in Maine. The university's emphasis on experiential learning is helping develop a workforce that will be ready to help businesses like



ours the minute they're hired. We look forward to working together with Husson and Husson students for years to come."

All parties agree that by making the commitment to permanently reside in the state, LignaCLT Maine, LLC is in position to lead wood product innovation in Maine and directly support related industries throughout the state and across the entire Northeast.

**LignaTerra** strives to develop efficient, sustainable, and resilient structures utilizing wood as the fundamental building block. The company's goals are to improve industry standards by providing turn-key solutions and introduce new markets to Cross Laminated Timber. For more information, visit [lignaterra.com](http://lignaterra.com) or call 704.890.2800.

Founded in December 2014, **Our Katahdin** is a 501(c)(3) nonprofit organization focused on community and economic development in the Katahdin region. Our Katahdin purchased the Millinocket mill site in January of 2017. The site is a multi-use, sustainable industrial park on the front line of a 4 million-acre forest with 100 percent renewable and affordable power, ample water, and easy access by land, rail and air. Our Katahdin Board members are sons and daughters of the Katahdin region who believe in its future and include: Nancy DeWitt, Mike Faloon, Tony Foster, Michael Osborne, Sean DeWitt, Michael Crowley and Michael Seile, Jr. For more information, please call 207-618-9187, email [media@ourkatahdin.com](mailto:media@ourkatahdin.com), or visit [ourkatahdin.com](http://ourkatahdin.com) or [onekatahdin.com](http://onekatahdin.com).

For more than 100 years, **Husson University** has prepared future leaders to handle the challenges of tomorrow through innovative undergraduate and graduate degrees. With a commitment to delivering affordable classroom, online and experiential learning opportunities, Husson University has come to represent superior value in higher education. Our Bangor campus and off-campus satellite education centers in Southern Maine, Wells and Northern Maine provide advanced knowledge in business; health and education; pharmacy studies; science and humanities; as well as communication. In addition, Husson University has a robust adult learning program. For more information about educational opportunities that can lead to personal and professional success, visit [Husson.edu](http://Husson.edu).

**Eastern Maine Development Corporation (EMDC)** is a private, non-profit, 501(c)3 organization. Celebrating 50 years of service, EMDC is proud to create economic development opportunities in Eastern Maine through community, business, and workforce development. For more information about the services EMDC provides, please visit [emdc.org](http://emdc.org) or call (207) 942-6389.

###

## **CABLE TELEVISION FRANCHISE AGREEMENT**

**THIS CABLE TELEVISION FRANCHISE AGREEMENT ("Agreement")**  
entered into this 24<sup>th</sup> 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 30<sup>th</sup> 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. Carboque*  
to all

**TOWN OF MILLINOCKET**

BY: *A. M. [unclear]*  
BY: *Daniel D. McLean*  
BY: *[unclear]*  
BY: *Scott M. Kowga*  
BY: *Johnny Kyles*  
BY: *David R. [unclear]*  
BY: *Wallace Paul*

ITS COUNCILMEN

**BEE LINE, INC.**

BY: *Edw. J. [unclear]*  
Its President

ELIZABETH M. KINNEY  
Notary Public, Maine

*Elizabeth Kinney*  
Elizabeth Kinney, Notary

ORDER #27-2018

PROVIDING FOR: Execution of the Warrant for February 15, 2018

IT IS ORDERED that the Warrant for February 15, 2018 in the amount of \$ \_\_\_\_\_ is hereby approved.

Passed by the Town Council \_\_\_\_\_

Attest: \_\_\_\_\_



ORDER #28-2018

PROVIDING FOR: Execution of the Warrant for February 22, 2018

IT IS ORDERED that the Warrant for February 22, 2018 in the amount of \$ \_\_\_\_\_ is hereby approved.

Passed by the Town Council \_\_\_\_\_

Attest: \_\_\_\_\_

**PROVIDING FOR:** Abatement of sewer fees (Cyr).

**IT IS ORDERED** that the Millinocket Town Council authorize the abatement of sewer fees in the amount of \$180.00 for a property located at 112 New York Street, Map U07, Lot 121000.

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

**PASSED BY THE COUNCIL:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_

# Memo

**To:** John Davis, Town Manager  
**From:** Jim Charette, Chief Operator  
**Date:** 2/9/2018  
**Re:** Abatement Request.

---

As you know, we receive abatement requests on occasion. Recently I have received a request from Patrick Cyr of 112 New York St., to abate excessive fees. The amount requested is on the abatement form itself. His request is due to a faulty toilet valve which has since been replaced. This is a one-time only abatement, the same as the water company.



# **Town of Millinocket Wastewater Treatment**

**197 Penobscot Avenue, Millinocket, Maine**

**723-7040**

---

## **Request for abatements of sewer use charges.**

**Name :** Patrick Cyr

**Address :** 112 New York St.

**Telephone # :** 723-6766

**Wastewater Account # :** 128061

**Amount Of Abatement Requested :** \$180.00

**Reason For Abatement Request :** Faulty toilet value. Has been repaired.

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

**Date Of Request :** 2/1/2018

### **Statement Of Understanding**

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

  
Approved By

2/5/18  
Date

Name: CYR, PATRICK

112 NEW YORK ST  
MILLINOCKET, ME 04462

Location: 112 NEW YORK ST

RE Acct: 0 Map/Lot: U07-121000

Bill	Date	Reference	C	Principal	Tax	Interest	Costs	Total
191	01/30/18	Original		280.09	0.00	0.00	0.00	280.09
		Total		280.09	0.00	0.00	0.00	280.09
185	10/27/17	Original		220.06	0.00	0.00	0.00	220.06
	11/3/2017		P	220.06	0.00	0.00	0.00	220.06
		Total		0.00	0.00	0.00	0.00	0.00
182	07/28/17	Original		166.70	0.00	0.00	0.00	166.70
	8/1/2017		P	166.70	0.00	0.00	0.00	166.70
		Total		0.00	0.00	0.00	0.00	0.00
176	04/14/17	Original		90.66	0.00	0.00	0.00	90.66
	5/5/2017		P	90.66	0.00	0.00	0.00	90.66
		Total		0.00	0.00	0.00	0.00	0.00
171	01/27/17			0.00	0.00	0.00	0.00	0.00
166	10/20/16			0.00	0.00	0.00	0.00	0.00
162	08/05/16			0.00	0.00	0.00	0.00	0.00
158	04/15/16			0.00	0.00	0.00	0.00	0.00
151	01/27/16			0.00	0.00	0.00	0.00	0.00
148	10/30/15			0.00	0.00	0.00	0.00	0.00
141	07/27/15			0.00	0.00	0.00	0.00	0.00
138	04/28/15			0.00	0.00	0.00	0.00	0.00
135	01/16/15			0.00	0.00	0.00	0.00	0.00
134	10/27/14			0.00	0.00	0.00	0.00	0.00
127	07/29/14			0.00	0.00	0.00	0.00	0.00
123	04/23/14			0.00	0.00	0.00	0.00	0.00
119	01/31/14			0.00	0.00	0.00	0.00	0.00
110	10/25/13			0.00	0.00	0.00	0.00	0.00
109	07/26/13			0.00	0.00	0.00	0.00	0.00
103	04/29/13			0.00	0.00	0.00	0.00	0.00
102	01/18/13			0.00	0.00	0.00	0.00	0.00
97	10/23/12			0.00	0.00	0.00	0.00	0.00
94	07/26/12			0.00	0.00	0.00	0.00	0.00
91	04/30/12			0.00	0.00	0.00	0.00	0.00
86	01/31/12			0.00	0.00	0.00	0.00	0.00
83	10/21/11			0.00	0.00	0.00	0.00	0.00
80	07/25/11			0.00	0.00	0.00	0.00	0.00
77	04/25/11			0.00	0.00	0.00	0.00	0.00
74	01/20/11			0.00	0.00	0.00	0.00	0.00
68	10/18/10			0.00	0.00	0.00	0.00	0.00
64	07/16/10			0.00	0.00	0.00	0.00	0.00
59	04/16/10			0.00	0.00	0.00	0.00	0.00
56	01/15/10			0.00	0.00	0.00	0.00	0.00
51	10/21/09			0.00	0.00	0.00	0.00	0.00
47	07/15/09			0.00	0.00	0.00	0.00	0.00
43	04/17/09			0.00	0.00	0.00	0.00	0.00

Millinocket  
11:07 AM

**UT Account 128061 Detail**  
**as of 02/05/2018 - Sewer**

02/05/2018  
Page 2

Name: CYR, PATRICK

112 NEW YORK ST  
MILLINOCKET, ME 04462

Location: 112 NEW YORK ST

RE Acct: 0      Map/Lot: U07-121000

Bill	Date	Reference	C	Principal	Tax	Interest	Costs	Total
40	01/20/09			0.00	0.00	0.00	0.00	0.00
37	10/24/08			0.00	0.00	0.00	0.00	0.00
	02/05/2018			280.09	0.00	0.00	0.00	280.09

**PROVIDING FOR:** Abatement of sewer fees.

**IT IS ORDERED** that the Millinocket Town Council authorize the abatement of sewer fees in the amount of \$160.00 for a property located at 126 Cedar Street, Map U11, Lot 089000.

**NOTE:** The sewer fees should not have been billed since Mr. Berry did not own the property at the time of the billing.

**PASSED BY THE COUNCIL:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_

TOWN OF MILLINOCKET  
TAX COLLECTOR  
197 PENOBSCOT AVENUE  
MILLINOCKET ME 04462  
207-723-7006

WASTEWATER ABATEMENTS

02/09/2018

ACCT. # 133138  
BERRY, DONALD  
126 CEDAR ST.  
MILLINOCKET, ME

\$160.00

SHOULD NOT HAVE BEEN  
BILLED. CURRENT OWNER  
DID NOT OWN THE PROPERTY  
AT THE TIME OF BILLING

TOTAL

\$160.00

PLEASE SEE ATACHMENTS

✂ Submitted to John Davis  
to be put on 2-22-18  
town Council meeting.

*Joe D. Quinn*



Millinocket  
12:02 PM

**UT Account 133138 Detail  
as of 02/09/2018 - Sewer**

02/09/2018  
Page 1

Name: BERRY, DONALD R. and BERRY, DAVID W.

126 Cedar Street  
Pamola Park  
MILLINOCKET, ME 04462

Location: 126 PAMOLA PARK

RE Acct: 0 Map/Lot: U11-089000

Bill	Date	Reference	C	Principal	Tax	Interest	Costs	Total
196	02/09/18	Original		440.00	0.00	0.00	0.00	440.00
	2/2/2018	PREPAY-A	Y	0.47	0.00	0.00	0.00	0.47
	2/2/2018	PREPAY-A	Y	100.47	0.00	0.00	0.00	100.47
	2/9/2018		P	179.06	0.00	0.00	0.00	179.06
		Total		160.00	0.00	0.00	0.00	160.00
192	01/30/18	Original		100.00	0.00	0.00	0.00	100.00
	12/15/2017	PREPAY-A	Y	100.47	0.00	0.00	0.00	100.47
	2/2/2018	AUTO	P	-0.47	0.00	0.00	0.00	-0.47
	2/2/2018	PP COR	C	100.47	0.00	0.00	0.00	100.47
	2/2/2018	AUTO	P	-100.47	0.00	0.00	0.00	-100.47
		Total		0.00	0.00	0.00	0.00	0.00
186	10/27/17	Original		0.00	<del>0.00</del> 100.00	0.00	0.00	0.00
	10/11/2017	PREPAY-A	Y	100.47	0.00	0.00	0.00	100.47
	1/11/2018	CORREC	C	-100.47	0.00	0.00	0.00	-100.47
		Total		0.00	0.00	0.00	0.00	0.00
183	07/28/17	Original		0.00	<del>0.00</del> 100.00	0.00	0.00	0.00
	7/14/2017	PREPAY-A	Y	100.47	0.00	0.00	0.00	100.47
	10/11/2017	CORREC	C	-100.47	0.00	0.00	0.00	-100.47
		Total		0.00	0.00	0.00	0.00	0.00
177	04/14/17	Original		0.00	<del>0.00</del> 80.00	0.00	0.00	0.00
	3/1/2017	PREPAY-A	Y	100.47	0.00	0.00	0.00	100.47
	7/14/2017	CORREC	C	-100.47	0.00	0.00	0.00	-100.47
		Total		0.00	0.00	0.00	0.00	0.00
172	01/27/17	Original		0.00	<del>0.00</del> 80.00	0.00	0.00	0.00
		Billed To: MORNEAULT, BERTRAND THE ESTATE OF & DIANE PINARD						0.00
		Total		0.00	0.00	0.00	0.00	0.00
169	10/20/16	Original		0.00	<del>0.00</del> 80.00	0.00	0.00	0.00
		Billed To: MORNEAULT, BERTRAND THE ESTATE OF & DIANE PINARD						0.00
		Total		0.00	0.00	0.00	0.00	0.00
163	08/05/16			0.00	0.00	0.00	0.00	0.00
157	04/15/16			0.00	0.00	0.00	0.00	0.00
152	01/27/16			0.00	0.00	0.00	0.00	0.00
149	10/30/15			0.00	0.00	0.00	0.00	0.00
142	07/27/15			0.00	0.00	0.00	0.00	0.00
139	04/28/15			0.00	0.00	0.00	0.00	0.00
136	01/16/15			0.00	0.00	0.00	0.00	0.00
133	10/27/14			0.00	0.00	0.00	0.00	0.00
128	07/29/14			0.00	0.00	0.00	0.00	0.00
124	04/23/14			0.00	0.00	0.00	0.00	0.00
122	01/31/14			0.00	0.00	0.00	0.00	0.00

BAL TO ABATE

ABATE-BILLING ERROR

Meter Detail

Account: 133138  
Type Code:  
Bill To: BERRY, DONALD R. and BERRY, DAVID W.  
Owner: BERRY, DONALD R. and BERRY, DAVID W.  
Location: 126 PAMOLA PARK

Map Lot: U11-089000  
RE Account 0

Book / Seq: 99/3016 Serial Number:  
Meter Size: 1 Remote Number:  
Meter Digits: 5 Avg Consumption: 843.589743589744  
Frequency: 1 Combined: No  
Service: S Multiplier: 1  
Rate Code: W - 0 S - 1 Replacement: No

Taxable Percentage: 0%  
Bilable Percentage: 0%

Water			Sewer		
Type	RT	Amt	Type	RT	Amt
0	0.00		1	0.00	
0	0.00		0	0.00	
0	0.00		0	0.00	
0	0.00		0	0.00	
0	0.00		0	0.00	
0	0.00		0	0.00	
Adjust:	0	0.00	Adjust:	0	0.00
Adjust Description:					

Bill Date	Status	Reading	Date	Actual Cons	Billed Cons	Regular	Misc	Tax	Adjust	Amount
02/09/2018	B S	32900	02/09/2018	0	0	0.00	0.00	0.00	440.00	440.00
01/30/2018	B S	32900	11/03/2017	1300	1300	100.00	0.00	0.00	0.00	100.00
10/27/2017	B S	31600	08/01/2017	1500	1500	0.00	0.00	0.00	0.00	0.00
07/28/2017	B S	30100	05/01/2017	800	800	0.00	0.00	0.00	0.00	0.00
04/14/2017	B S	29300	02/01/2017	0	0	0.00	0.00	0.00	0.00	0.00
01/27/2017	B S	29300	11/01/2016	1000	1000	0.00	0.00	0.00	0.00	0.00
10/20/2016	B S	28300	08/03/2016	1700	1700	0.00	0.00	0.00	0.00	0.00
08/05/2016	B S	26600	05/02/2016	0	0	80.00	0.00	0.00	0.00	80.00
04/15/2016	B S	26600	02/01/2016	0	0	80.00	0.00	0.00	0.00	80.00
01/27/2016	B S	26600	11/03/2015	0	0	80.00	0.00	0.00	0.00	80.00
10/30/2015	B S	26600	08/03/2015	600	600	80.00	0.00	0.00	0.00	80.00
07/27/2015	B S	26000	05/01/2015	100	100	80.00	0.00	0.00	0.00	80.00
04/28/2015	B S	25900	02/02/2015	100	100	65.00	0.00	0.00	0.00	65.00
01/16/2015	B S	25800	11/03/2014	300	300	65.00	0.00	0.00	0.00	65.00
10/27/2014	B S	25500	08/04/2014	700	700	65.00	0.00	0.00	0.00	65.00
07/29/2014	B S	24800	05/02/2014	300	300	65.00	0.00	0.00	0.00	65.00
04/23/2014	B S	24500	02/03/2014	400	400	50.00	0.00	0.00	0.00	50.00
01/31/2014	B S	24100	11/04/2013	1000	1000	50.00	0.00	0.00	0.00	50.00
10/25/2013	B S	23100	08/05/2013	3900	3900	129.92	0.00	0.00	0.00	129.92
07/26/2013	B S	19200	05/01/2013	400	400	50.00	0.00	0.00	0.00	50.00
04/29/2013	B S	18800	02/01/2013	400	400	42.50	0.00	0.00	0.00	42.50
01/18/2013	B S	18400	11/02/2012	500	500	42.50	0.00	0.00	0.00	42.50
10/23/2012	B S	17900	08/11/2012	600	600	42.50	0.00	0.00	0.00	42.50

QTR  
DATES  
TO BE  
Billed

Supplement  
billed

# Created Bills Report

Rate Key : 196 Interest As Of: 02/09/2018

Book : 99

Book	Seq	Cons	Regular	Misc	Tax	Past Due	Interest	Amount	Account	Name
*99	3016	0	0.00	440.00	0.00	-100.94	0.00	339.06	133138	BERRY, DONALD R. and BERRY, DAVID W.
<hr/>										
Book: 99										
1 bill		0	0.00	440.00	0.00	-100.94	0.00	339.06		
<hr/>										
Total:		0	0.00	440.00	0.00	-100.94	0.00	339.06		
1 bill										

**PROVIDING FOR:** Abatement of sewer fees (Hallett).

**IT IS ORDERED** that the Millinocket Town Council authorize the abatement of sewer fees in the amount of \$160.12 for a property located at 136 Ohio Street, Map U07, Lot 078000.

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

**PASSED BY THE COUNCIL:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_

# Memo

**To:** John Davis, Town Manager  
**From:** Jim Charette, Chief Operator  
**Date:** 2/9/2018  
**Re:** Abatement Request.

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As you know, we receive abatement requests on occasion. Recently I have received a request from William Hallett of 136 Ohio St., to abate excessive fees. The amount requested is on the abatement form itself. His request is due to a faulty toilet valve which has since been replaced. This is a one-time only abatement, the same as the water company.



## ***Town of Millinocket Wastewater Treatment***

**197 Penobscot Avenue, Millinocket, Maine**

**723-7040**

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**Request for abatements of sewer use charges.**

**Name :** Bill Hallett

**Address :** 136 Ohio St.

**Telephone # :** 723-9282

**Wastewater Account # :** 127766

**Amount Of Abatement Requested :** \$160.12

**Reason For Abatement Request :** Faulty toilet valve. Has been repaired.

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

**Date Of Request :** 2/5/2018

**Statement Of Understanding**

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

  
Approved By

2/6/18  
Date

Name: HALLETT, WILLIAM J.

136 OHIO ST  
MILLINOCKET, ME 04462

Location: 136 OHIO ST

RE Acct: 0 Map/Lot: U07-078000

Bill	Date	Reference	C	Principal	Tax	Interest	Costs	Total
191	01/30/18	Original		273.42	0.00	0.00	0.00	273.42
		Total		273.42	0.00	0.00	0.00	273.42
185	10/27/17	Original		113.34	0.00	0.00	0.00	113.34
	11/20/2017		P	113.34	0.00	0.00	0.00	113.34
		Total		0.00	0.00	0.00	0.00	0.00
182	07/28/17	Original		106.67	0.00	0.00	0.00	106.67
	8/11/2017		P	106.67	0.00	0.00	0.00	106.67
		Total		0.00	0.00	0.00	0.00	0.00
176	04/14/17	Original		85.33	0.00	0.00	0.00	85.33
	5/2/2017		P	85.33	0.00	0.00	0.00	85.33
		Total		0.00	0.00	0.00	0.00	0.00
171	01/27/17			0.00	0.00	0.00	0.00	0.00
166	10/20/16			0.00	0.00	0.00	0.00	0.00
162	08/05/16			0.00	0.00	0.00	0.00	0.00
158	04/15/16			0.00	0.00	0.00	0.00	0.00
151	01/27/16			0.00	0.00	0.00	0.00	0.00
148	10/30/15			0.00	0.00	0.00	0.00	0.00
141	07/27/15			0.00	0.00	0.00	0.00	0.00
138	04/28/15			0.00	0.00	0.00	0.00	0.00
135	01/16/15			0.00	0.00	0.00	0.00	0.00
134	10/27/14			0.00	0.00	0.00	0.00	0.00
127	07/29/14			0.00	0.00	0.00	0.00	0.00
123	04/23/14			0.00	0.00	0.00	0.00	0.00
119	01/31/14			0.00	0.00	0.00	0.00	0.00
110	10/25/13			0.00	0.00	0.00	0.00	0.00
109	07/26/13			0.00	0.00	0.00	0.00	0.00
103	04/29/13			0.00	0.00	0.00	0.00	0.00
102	01/18/13			0.00	0.00	0.00	0.00	0.00
97	10/23/12			0.00	0.00	0.00	0.00	0.00
94	07/26/12			0.00	0.00	0.00	0.00	0.00
91	04/30/12			0.00	0.00	0.00	0.00	0.00
86	01/31/12			0.00	0.00	0.00	0.00	0.00
83	10/21/11			0.00	0.00	0.00	0.00	0.00
80	07/25/11			0.00	0.00	0.00	0.00	0.00
77	04/25/11			0.00	0.00	0.00	0.00	0.00
74	01/20/11			0.00	0.00	0.00	0.00	0.00
68	10/18/10			0.00	0.00	0.00	0.00	0.00
64	07/16/10			0.00	0.00	0.00	0.00	0.00
59	04/16/10			0.00	0.00	0.00	0.00	0.00
56	01/15/10			0.00	0.00	0.00	0.00	0.00
51	10/21/09			0.00	0.00	0.00	0.00	0.00
47	07/15/09			0.00	0.00	0.00	0.00	0.00
43	04/17/09			0.00	0.00	0.00	0.00	0.00

Millinocket  
7:51 AM

**UT Account 127766 Detail**  
**as of 02/06/2018 - Sewer**

02/06/2018  
Page 2

Name: HALLETT, WILLIAM J.

136 OHIO ST  
MILLINOCKET, ME 04462

Location: 136 OHIO ST

RE Acct: 0      Map/Lot: U07-078000

Bill	Date	Reference	C	Principal	Tax	Interest	Costs	Total
40	01/20/09			0.00	0.00	0.00	0.00	0.00
37	10/24/08			0.00	0.00	0.00	0.00	0.00
	02/06/2018			273.42	0.00	0.00	0.00	273.42



**PROVIDING FOR:** Approval of the Planning Board recommendation.

**IT IS ORDERED** that the Millinocket Town Council approve the recommendation of the Millinocket Planning Board voted on at a meeting held on January 23, 2018. The Planning Board voted by a 4 to 1 margin not to allow recreational use marijuana enterprises to operate anywhere in the Town of Millinocket.

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

**PASSED BY THE COUNCIL:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_

**Millinocket Planning Board**  
197 Penobscot Ave. Millinocket, Me 04462  
[www.millinocket.org](http://www.millinocket.org)

Telephone 207-723-7005  
Fax 207-723-7002

January 27, 2018

Mr. John Davis, Town Manager  
Municipal Building  
197 Penobscot Avenue  
Millinocket, ME 04462

Dear John,

At a meeting of the Planning Board held on January 23, it was voted by a 4 to 1 margin, to recommend that the Town Council not allow recreational use marijuana enterprises to operate in the Town of Millinocket.

The Board's decision is based upon input received from Steve Kenyon, Police & Fire Chief; Frank Boynton, Superintendent of Schools and Robert Peterson, CEO of Millinocket Regional Hospital, plus comments received from the public at a hearing held on January 9<sup>th</sup> and the Board's belief that recreational use marijuana enterprises would have a detrimental effect upon other businesses operating in the community. In addition, we were aware of the fact that a significant majority of Millinocket voters opposed recreational use of marijuana, in the statewide referendum held in November 2016.

Enclosed for your reference is a summary of comments by Steve Kenyon, Frank Boynton and Robert Peterson, which were made available to members of the public attending the hearing held on January 9<sup>th</sup>. The comments gives insight into the concerns the Planning Board considered in arriving at its decision.

The Board will revisit this issue upon receiving a request from you or the Town Council to draft specific guidelines for recreational use marijuana enterprises, if it is the Council's decision to permit the operation of such businesses in the community, and after the State of Maine adopts formal rules and regulations.

Contact me if you wish you discuss this matter.

Sincerely,



Anthony Filauro,  
Chair

Cc: Mike Noble  
Members of the Planning Board