

**TENTATIVE AGENDA
EXECUTIVE SESSION AND REGULAR COUNCIL MEETING
COUNCIL CHAMBERS
THURSDAY, MARCH 08, 2018
3:30 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. ORDER #45-2018 Executive Session to Discuss Labor Negotiations pursuant 1 M.R.S.A. §405(6)(D)
3. Back in Session
4. Pledge of Allegiance
5. Adjustments to the Agenda
6. Approval of the Minutes for the February 22, 2018 Regular Town Council Meeting and the March 5, 2018 Special Town Council Meeting for Executive Session.

OLD BUSINESS:

NEW BUSINESS:

7. PUBLIC HEARING: George Allen - Beeline

8. SPEICAL PRESENTATIONS:

- a) Jimmy Busque- GNP Sign Repair
- b) Matt DeLaney- Library Update
- c) Diana M. Campbell, Town Clerk - Department Update

9. Town Manager's Report

10. ORDER #37-2018 Execution of the Warrant for March 1, 2018

11. ORDER #38-2018 Execution of the Warrant for March 8, 2018

12. ORDER #39-2018 Ratification of Union Agreement with Fire/Ambulance Employees

13. ORDER #40-2018 Ratification of Union Agreement with Fire/Ambulance Employees

14. ORDER #41-2018 Authorization to provide Ambulance Protection to Penobscot County

15. ORDER #42-2018 Authorization to provide Fire Protection to Penobscot County

16. ORDER #43-2018 Ad for Millinocket Performing Arts Program

17. ORDER #44-2018 Snowmobile Trail Use Permit

18. Reports and Communications:

- a. Warrant Committee for the March 22, 2018 Council Meeting: Councilor Pelletier and Councilor Stratton

- b. Chair's Committees Reports
- c. Two Minute Public Comment

19. Adjournment:

ORDER #45-2018

PROVIDING FOR: Executive Session to Discuss Labor Negotiations

IT IS ORDERED that the Millinocket Town Council enter into executive session pursuant to Title I M.R.S.A. §405(6)(D to discuss Labor Negotiations.

PASSED BY THE COUNCIL: _____

ATTEST: _____

February 22, 2018

The Regular Meeting of the Millinocket Town Council was brought to order by Chair Clark 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, Waste Water Director Jim Charette, Planning Board Director Anthony Filauro, Librarian Matthew Delany and 7 in the public.

Pledge of Allegiance

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

Approval of the Minutes for February 8, 2018 Regular Town Council Meeting

Motion-Stratton Second-Madore Vote 6-0

OLD BUSINESS: Motion to Remove from Table- Resolve #1-2018 -Chair Clark

RESOLVE #1-2018 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.

Motion-Madore Second-Pray Vote 6-0

Ralph Soucier, Public Works Director, along with the Town Manager and Council share their appreciation for Mr. Clark's hard work and years of dedication to the Town.

NEW BUSINESS:

Special Presentation:

- a) Tom Malcolm, Deputy Fire Chief- Department Update Report- Quarterly updates with informative progress reports for the departments of Fire and Ambulance.

Town Manager's Report:

*Next regular Council meetings to be held in council chambers at 4:30 pm-March 8, 2018 and March 22, 2018

*Announces LignaCLT Maine, LLC will be manufacturing cross laminated timber at the former mill site located at One Katahdin, anticipates the increase for the demand of timber and job opportunities.

*Informs a written testimony of opposition to the legislation of LD1629 has been submitted on the Town Council's behalf.

*Anticipates further discussion with Bee Line on March 8, 2018 pertaining to contract concerns.

*Negotiations for the Fire, Police, and Public Works Departments are still in the finalization process.

*Anticipates a March meeting with Mr. McAnirlin to address any concerns he may have after determining which route he will use for the Century Bike ride.

*In hopes all department head budget proposals to be submitted within the next couple weeks.

Councilor Golieb great news with LignaCLT, LLC moving their community based business to this area, shares his appreciation to the letter of opposition to legislation pertaining to LD 1629, anticipates the discussion pertaining to the Beeline contract and contract negotiations for each department, notes the century bike ride is a great addition to all the good things happening in the area, anticipates the budget proposals.

Councilor McEwen great news about LignaCLT, LLC with high optimism for potential business investment to the area, anticipates updates on the Beeline contract discussion, anticipates the departments contract negotiations, great news about the Century Bike ride, shares his excitement while looking forward to budget session.

Councilor Stratton reiterates all great news with LignaCLT, LLC business coming to this area, anticipates Councilor Pray's information regarding LD1629, anticipates the discussion for the concerns of the Beeline contract, anticipates finalizing department negotiations, in hopes the Century Bike ride route is directed through this area.

Councilor Pray compliments Chair Clark's presentation on the Town's behalf at the LignaCLT, LLC announcement while noting this is a fortunate opportunity for this community, provided copy of literature on Governor's Bill informing a number of allowances for further protection under certain guidelines if amended, noted he was asked and took the position on the Nominating Committee with MMA, shared views and concerns regarding LD1629 and the effects it will have on Municipalities, interested in changes of the Beeline contract adding services to provide to the community, anticipates department negotiations, notes budget is a concern with the announcement of LignaCLT not to be in operation for over a year, excited to draw additional events like the Century Bike Ride to this area, anxious about the upcoming budget season.

Councilor Madore shares LignaCLT and Our Katahdin working diligently and aggressively to become operational within the expected timeline and feels the community is very fortunate to be the area of choice, thanks the Town Manager for the letter of representation from the Town regarding LD1629, anticipates more discussion concerning the Beeline contract, great idea to be part of the proposed route for the Century Bike ride, anticipates a great budget season. Chair Clark great news with the announcement of LignaCLT and iterates Councilor Madore's anticipation and follow through of the aggressive timeline for operation, thanks the Town Manager for the letter of opposition regarding LD1629, anticipates Beeline contract discussion through a Public Hearing in hopes of updates and cost savings for the community that only have Beeline as an option.

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

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 \$1572.75 is hereby approved.

Motion -Golieb Second-Madore Vote 6-0

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 \$87,894.07 is hereby approved.

Motion -Golieb Second -Madore Vote 6-0

ORDER #29-2018 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.

Motion- McEwen Second-Stratton Vote 6-0

ORDER #30-2018 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.

Motion -Stratton Second -Madore Vote 6-0

ORDER #31-2018 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.

Motion –Madore Second –Stratton Vote 6-0

ORDER #32-2018 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.

Motion-Pray Second-Stratton Vote 5-1(Opposed-Madore)

Council discussion concludes in favor to support the planning board's recommendation with concerns opinions of opposition may not have been expressed due to lack of attendance of the planning board meetings.

*Town Manager shares his appreciation to the Planning Board.

Jimmy Busque, 32 Forest Ave, speaks on behalf of Citizens for a Healthy Community, applauds the Planning Board for a job well done and supports their recommendation to provide a safe and more appealing community for all to visit, relocate and reside in, anticipates the Council to support the Planning Board's recommendation.

David Labun, 341 Congress Street, thanks the Planning Board and encourages the Council to support their recommendations.

Anthony Filauro, Planning Board Chair, in support of the Planning Boards recommendation and willing to answer any questions that may arise.

Jennifer Gurewicz, 164 Main Ave, encourages the Council to support the Planning Board's recommendation.

Councilor Madore shares his concerns with the procedure to the Planning Board's decision of recommendation.

ORDER #33-2018 PROVIDING FOR: Abatement of sewer fees (Sinnott)

IT IS ORDERED that the Millinocket Town Council authorize the abatement of sewer fees in the amount of \$1,963.53 for a property located at 180 Congress Street, Map U05, Lot 093000.

NOTE: The request is due to a broken outside water pipe, which has since been repaired.

Motion-Golieb Second-Stratton Vote 6-0

ORDER #34-2018 PROVIDING FOR: Approval of an Application for a Malt, Vinous and Spirituous Liquor License for the Hotel Terrace

IT IS ORDERED that the attached application for a malt, vinous and spirituous liquor license is hereby approved for: Katahdin Property Investments, LLC, Brent Cole, 469 Amherst Street, Amherst, NH
d/b/a

Hotel Terrace, 52 Medway Road

Motion- McEwen Second- Madore Vote 6-0

ORDER #35-2018 PROVIDING FOR: Approval of an Application for an Entertainment License for the Hotel Terrace

IT IS ORDERED that the attached application for an Entertainment License is hereby approved for: Katahdin Property Investments, LLC, Brent Cole, 469 Amherst Street, Amherst, NH
d/b/a

Hotel Terrace, 52 Medway Road

Motion-Stratton Second-McEwen Vote 6-0

Reports and Communications:

- a) The Warrant Committee for the March 8, 2018 Council Meeting will be Councilor McEwen and Councilor Madore.
- b) Chair's Committees Reports:
 - Councilor McEwen informs the Economic Development Committee meeting minutes will be uploaded onto the Town's website.

- Councilor Golieb informs the Sustainable Committee will meet on March 7, 2018 at 4:30 pm

c) Two Minute Public Comment: None

d) Motion to adjourn at 5:32 p.m. –Pray Second – Madore Vote 6-0

Town of Millinocket, Maine

Open letter to Town Council

Thursday Feb. 22, 2018

Manager's Report;

2. Ligna CLT Maine, LLC's press release was impressive and welcomed news, to say the least. A manufacturer based on our renewable resource for a product that will replace a large part of the fossil based structural steel industry has nothing but growth in it's future.
3. Thank you Manager Davis for submitting the letter in opposition to LD 1629. Hopefully this does not pass.
4. Looking forward to the report on Bee Line contract meeting.
5. Negotiations of labor contracts is an opportunity to address issues that could improve both parties problems. Will pray for our Manager and labor Representatives to achieve changes that could be beneficial for the community.
6. Pleased that the Century Bike ride is moving forward.

7. Budget process is a tedious exercise that is best served if started as early as possible.

Thanks for your consideration of my thoughts.

Sincerely,

Louis Pelletier

March 5, 2018

The Special Meeting for Executive Session of the Millinocket Town Council was brought to order by Chair Clark in the Town Manager's Office at 3:00pm.

Roll Call:

Town Council Members Present:

Clark Pelletier - Excused

Golieb-Excused Pray- Excused

Madore Stratton

McEwen

ORDER #36-2018 **PROVIDING FOR:** Executive Session-Poverty Abatement.

IT IS ORDERED that the Millinocket Town Council enter into executive session pursuant to Title I MRSA Section 405.6.F and Title 36 MRSA Section 841.2.e to hear and discuss a poverty abatement request.

Motion-Stratton Second-Madore Vote 4-0

Reports and Communications:

- a) Motion to adjourn at 5:19 p.m. -Stratton Second - McEwen Vote 4-0

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 ^{10,000}\$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. M. [unclear]*

BY: *Daniel D. McLean*

BY: *[unclear]*

BY: *Scott M. Long*

BY: *James [unclear]*

BY: *David R. [unclear]*

BY: *Wallace Paul*

ITS COUNCILMEN

BEE LINE, INC.

BY: *Edw. [unclear]*

Its President

ELISEBETH M. KINNEY
Notary Public, Maine

Elisebeth Kinney
Elizabeth Kinney, Notary

26.0 X 48.0



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 March 8, 2018

- 1. Next Regular Council Meetings – to be held in Council Chambers at 4:30 p.m.**
 - A. March 22, 2018
 - B. April 12, 2018
- 2. Planning Board Meeting –** The Planning Board met on Tuesday, February 27, to talk about the Consumer Fireworks Prohibition Ordinance. After a good discussion, the Board voted 3 to 2 to keep the ordinance in place. Since it takes four votes to approve or disapprove an item, this topic will be further deliberated at the next meeting.
- 3. Tax Acquired Property List –** The Town is advertising eight properties on the list that we sent out. The bids need to be received by Wednesday, March 14, at 3:00 p.m. I will submit an order for the bids and for the Council's approval at the March 22nd meeting.
- 4. Sportsmanship Award –** Congratulations to the Stearns High School boys basketball team for being awarded the Eastern Maine Class C Boys Sportsmanship Award.
- 5. LD 1629 –** By a 7-3-1 vote, the Joint Standing Committee on Taxation voted the bill "ought to pass" with amendment. The amendment removes language that says the bill applies to people 65 and older who are receiving the homestead exemption. Language that said after a foreclosure process is completed, the property may be listed for sale, and if listed, must be sold by an independent licensed broker at fair market value, and language saying the proceeds from the sale after taxes, interest and fees are paid should go to homeowner. The bill now goes to the revisions office and processing of the final

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amendment. The House will then consider the three reports of the committee and then the bill goes to the Senate.

- 6. Olver Associates** – Mandy Olver, of Olver Associates, will be at the next meeting to do a presentation in respect to the sewer project in the new development and I will have an order drafted for Council approval to apply for the grant to begin the project at the next meeting.
- 7. County Tax** – The town's county tax for 2018 will be \$226,902. This is an increase of \$7,332.00 from 2017.
- 8. MDOT Work Plan** – The MDOT has issued its work plan explaining how it affects municipalities. The Town of Millinocket will have repairs done to the Granite Street and State Street bridges.
- 9. Opportunity Zones** – The Tax Cuts and Jobs Act of 2017 established this economic development program designed to encourage long-term private investment in low-income communities. Only 25% of Maine's 123 low-income community census tracts may be designated an Opportunity Zone. Millinocket, East Millinocket, and Lincoln are all eligible. Between now and March 9, 2018, DECD is accepting public input regarding the designation of Maine's Opportunity Zones. Interested parties need to respond to the following: what criteria should be used to determine Maine's Opportunity Zones, what tracts are being specified for consideration, and must include justification for any criteria and/or tracts in the submission. EMCD is working on this for the towns of Millinocket and East Millinocket.
- 10. DEP Brownfields Assessment Grant** – I was contacted by Erik Phonex, Project Manager for Ransom Consulting Inc., about brownfields assessment grants. Again, Millinocket, East

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Millinocket, and Lincoln all qualify for this grant. Through this program, towns can receive assessment grants, cleanup grants, or both. One Katahdin qualifies so I gave Erik some contact information for Mike Crowley and Mike Osbourne. The building that was formerly Jim's Dry Cleaner would be the first building to have an assessment performed.

<u>Residential Property:</u>	<u>Minimum Bid</u>
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Map U07, Lot- 030, 126 New Jersey Street	\$7,518.35
Map U08, Lot-032, 4 Field Street	\$8,354.50
Map U10, Lot-023, 10 High Street	\$5,997.68
Map U10, Lot-016-A, 22 East Avenue	\$6,180.61

<u>Residential Property:</u>	<u>Minimum Bid</u>
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Map U10, Lot-016-A, 22 East Avenue	\$6,180.61

Manager

From: Lori <humanresource@millinocket.org>
Sent: Tuesday, February 27, 2018 10:26 AM
To: John Davis
Subject: FW: LD 1629 update

-----Original Message-----

From:
Date: 2/27/2018 9:59:00 AM
To:
Subject: FW: LD 1629 update

I have some training I'm heading to in a couple minutes so I will not be able to attend today's final work session on LD 1629 - the Governor's bill to protect the elderly from tax lien foreclosures. From what I understand the Governor's Office is proposing a revised bill with provisions outlined below. MMA has recommended changes, also indicated below. What ends up happening is anyone's guess.

The Governor's Office bill would:

Require that within 30 days of filing a lien the municipality send a packet of information to every taxpayer 65 years old or older.

The packet must inform the taxpayer of:

- Their right to file an abatement request
- Their right to seek free legal advice in regards to the tax lien, and the application for an abatement along with instructions, and
- Their right to contact a trained housing counselor to help them with financial options and instructions on how to contact the counselor.

After foreclosure, the property must be sold by a licensed broker at the fair market value or at the price the broker anticipates the property to sell for within 90 days.

Excess funds must be returned to the taxpayer.

MMA's revisions:

Changes the provision to apply to all taxpayers how are receiving the Homestead (Since we do not track taxpayer's ages, this would be an administrative mandate; applying it to Homestead only is using available information and limiting it to actual primary residences)

A packet is still sent but would contain:

- Their right to file an abatement request
- Their right to contact a Maine Revenue Services advocate (this was discussed previously as revamping or creating a new State position to help the taxpayer)
- Their right to contact the 2-1-1 resource program (this was also talked about by the Committee at the previous meeting. They do seem to be thinking that the assistance and advocate should be at the State level so there is one place to call State wide)

MMA also recommended removing the entire sale piece as we already have the option to sell by broker and to return the funds if we choose.

The meetings today at 1:00 in front of the Taxation Committee in the State House.

Dave

David W. Little

Tax Collector/Deputy Treasurer

City of Bangor

Penobscot County Memo

Date: February 28, 2018
To: Municipal Tax Assessors & Municipal Manager / Selectman
From: Bill Collins, Penobscot County Administrator
RE: 2018 Commissioner's Order for Tax Assessments, Your Municipal Tax Assessment, Our Annual Survey & Tax Assessment Comparison

Enclosed in this envelope you will find your copies of the 2018 Commissioner's Order for Tax Assessment of all Penobscot County Municipalities, 2018 Municipal Tax Assessment, Annual Survey & the Comparison of Tax Assessment for years 2018 vs. 2017 vs 2016.

I would greatly appreciate your assistance by completing the annual survey and returning it to Judith Alexander, Finance Director, at jalex@penobscot-county.net.

As you will see, our 2018 mil rate is \$ 1.393 per thousand dollars of valuation. This is an increase of .07 over the 2017 tax year. The County's state valuation for 2018 was increased by about 169 million dollars which had a positive impact on the mil rate.

Bill

Bill Collins, Administrator on behalf of the Penobscot County Commissioners

STATE OF MAINE

PENOBSCOT, SS

At a Court of County Commissioners begun and held at Bangor, within and for the County of Penobscot, on the fourth Tuesday of February, being February 27, 2018

PRESENT Honorable Peter Baldacci, Chair
Honorable Laura Sanborn
Honorable Thomas J. Davis, Jr.



ORDERED: That the following Cities, Towns, Plantations and Unorganized Territory in said County of Penobscot in accordance with the valuation as fixed by the Board of State Assessors, as provided by the law as a Board of Equalization, January 2018 and in accordance with the Penobscot County Budget Committee for the year 2018, laying a tax on the Cities, Towns, Plantations and Unorganized Territory for a just and fair proportion of their respective county taxes, and in said County of Penobscot for the year 2018 a sum of *Fifteen Million, Two Hundred Thirty-five Thousand, Five Hundred Ninety Dollars, \$15,235,590*, the rate being \$.00139331854 on the dollar, as provided by law.

MUNICIPALITY	STATE VALUATION	COUNTY TAX	MUNICIPALITY	STATE VALUATION	COUNTY TAX
Alton	42,550,000	59,286	Kenduskeag	79,100,000	110,212
Bangor	2,575,100,000	3,587,935	Lagrange	29,700,000	41,382
Bradford	62,500,000	87,082	Lakeville	67,450,000	93,979
Bradley	110,750,000	154,310	Lee	61,000,000	84,992
Brewer	721,000,000	1,004,583	Levant	164,850,000	229,689
Burlington	35,800,000	49,881	Lincoln	300,350,000	418,483
Carmel	176,950,000	246,548	Lowell	48,450,000	67,506
Carroll	24,000,000	33,440	Mattawamkeag	42,950,000	59,843
Charleston	67,900,000	94,606	Maxfield	8,400,000	11,704
Chester	93,200,000	129,857	Medway	59,050,000	82,275
Clifton	74,650,000	104,011	Milford	186,350,000	259,645
Corinna	114,050,000	158,908	Millinocket	162,850,000	226,902
Corinth	143,800,000	200,359	Mt Chase	36,050,000	50,229
Dexter	219,250,000	305,485	Newburgh	107,850,000	150,269
Dixmont	89,350,000	124,493	Newport	273,800,000	381,491
Drew	4,900,000	6,827	Old Town	447,900,000	624,067
East Millinocket	65,250,000	90,914	Orono	456,800,000	636,468
Eddington	173,400,000	241,601	Orrington	361,850,000	504,172
Edinburg	8,900,000	12,401	Passadumkeag	20,200,000	28,145
Enfield	149,150,000	207,813	Patten	40,350,000	56,220
Etna	71,650,000	99,831	Plymouth	80,600,000	112,302
Exeter	62,550,000	87,152	Seboeis	11,300,000	15,745
Garland	50,050,000	69,736	Springfield	17,550,000	24,453
Glenburn	288,900,000	402,530	Staceyville	19,250,000	26,821
Greenbush	64,800,000	90,287	Stetson	92,950,000	129,509
Hampden	654,500,000	911,927	Veazie	233,000,000	324,643
Hermon	509,250,000	709,548	Webster	7,650,000	10,659
Holden	289,850,000	403,853	Winn	21,150,000	29,469
Howland	58,000,000	80,813	Woodville	29,750,000	41,451
Hudson	100,750,000	140,377	Penobscot Nation	9,400,000	13,097
			Unorganized Territory	354,100,000	493,374
TOTAL				\$10,934,750,000	\$15,235,590

Peter K Baldacci
Honorable Peter Baldacci, Chair
Commissioner
County of Penobscot

Laura Sanborn
Honorable Laura Sanborn
Commissioner
County of Penobscot

Thomas J. Davis, Jr.
Honorable Thomas J. Davis, Jr.
Commissioner
County of Penobscot

		2018			2017			2016				
Municipality		Valuation	Tax Liability	% of Tax	Municipality	Valuation	Tax Liability	% of Tax	Municipality	Valuation	Tax Liability	% of Tax
Alton	Alton	\$ 42,550,000	\$ 59,286	0.39%	Alton	\$ 41,900,000	\$ 55,471.67	0.39%	Alton	\$ 40,850,000	\$ 52,456.21	0.38%
Bangor	Bangor	\$ 2,575,100,000	\$ 3,587,935	23.55%	Bangor	\$ 2,533,900,000	\$ 3,381,124.04	23.72%	Bangor	\$ 2,543,700,000	\$ 3,266,410.58	23.79%
Bradford	Bradford	\$ 62,500,000	\$ 87,082	0.57%	Bradford	\$ 64,800,000	\$ 85,789.12	0.60%	Bradford	\$ 65,100,000	\$ 83,596.07	0.61%
Bradley	Bradley	\$ 110,750,000	\$ 154,310	1.01%	Bradley	\$ 111,700,000	\$ 147,880.32	1.04%	Bradley	\$ 110,200,000	\$ 141,509.79	1.03%
Brewer	Brewer	\$ 721,000,000	\$ 1,004,583	6.59%	Brewer	\$ 718,900,000	\$ 951,756.17	6.68%	Brewer	\$ 721,350,000	\$ 926,298.41	6.75%
Burlington	Burlington	\$ 35,800,000	\$ 49,881	0.33%	Burlington	\$ 37,300,000	\$ 49,381.70	0.35%	Burlington	\$ 37,100,000	\$ 47,640.77	0.35%
Carmel	Carmel	\$ 176,950,000	\$ 246,548	1.62%	Carmel	\$ 175,500,000	\$ 232,345.54	1.63%	Carmel	\$ 168,800,000	\$ 226,759.09	1.58%
Carroll	Carroll	\$ 24,000,000	\$ 33,440	0.22%	Carroll	\$ 23,950,000	\$ 31,707.55	0.22%	Carroll	\$ 23,950,000	\$ 30,754.62	0.22%
Charleston	Charleston	\$ 67,900,000	\$ 94,606	0.62%	Charleston	\$ 67,300,000	\$ 89,098.89	0.63%	Charleston	\$ 66,250,000	\$ 85,072.81	0.62%
Chester	Chester	\$ 93,200,000	\$ 129,857	0.85%	Chester	\$ 80,000,000	\$ 105,912.50	0.74%	Chester	\$ 67,550,000	\$ 86,742.16	0.63%
Cifton	Cifton	\$ 74,650,000	\$ 104,011	0.68%	Cifton	\$ 73,950,000	\$ 97,902.86	1.03%	Cifton	\$ 73,500,000	\$ 94,382.66	0.69%
Corinna	Corinna	\$ 114,050,000	\$ 158,908	1.04%	Corinna	\$ 111,400,000	\$ 147,483.15	1.03%	Corinna	\$ 109,100,000	\$ 140,097.26	1.02%
Corinth	Corinth	\$ 143,800,000	\$ 200,359	1.32%	Corinth	\$ 145,150,000	\$ 192,164.98	1.35%	Corinth	\$ 143,100,000	\$ 181,189.03	1.32%
Dexter	Dexter	\$ 219,250,000	\$ 305,485	2.01%	Dexter	\$ 217,600,000	\$ 288,081.99	2.02%	Dexter	\$ 220,150,000	\$ 282,698.54	2.06%
Dixmont	Dixmont	\$ 89,350,000	\$ 124,493	0.82%	Dixmont	\$ 87,250,000	\$ 115,510.82	0.81%	Dixmont	\$ 79,200,000	\$ 101,702.13	0.74%
Drew	Drew	\$ 4,900,000	\$ 6,827	0.04%	Drew	\$ 4,900,000	\$ 6,487.14	0.05%	Drew	\$ 4,900,000	\$ 6,292.18	0.05%
East Millinocket	East Millinocket	\$ 65,250,000	\$ 90,914	0.60%	East Millinocket	\$ 66,800,000	\$ 88,436.93	0.62%	East Millinocket	\$ 75,850,000	\$ 97,400.34	0.71%
Edinburg	Edinburg	\$ 173,400,000	\$ 241,601	1.59%	Edinburg	\$ 170,550,000	\$ 225,792.20	1.58%	Edinburg	\$ 165,050,000	\$ 211,943.65	1.54%
Enfield	Enfield	\$ 8,900,000	\$ 12,401	0.08%	Enfield	\$ 8,800,000	\$ 11,650.37	0.08%	Enfield	\$ 8,750,000	\$ 11,236.03	0.08%
Etna	Etna	\$ 149,150,000	\$ 207,813	1.36%	Etna	\$ 152,300,000	\$ 201,690.91	1.41%	Etna	\$ 152,800,000	\$ 196,213.21	1.43%
Exeter	Exeter	\$ 71,650,000	\$ 99,831	0.66%	Etna	\$ 70,550,000	\$ 93,401.58	0.66%	Exeter	\$ 69,850,000	\$ 89,695.63	0.65%
Garland	Garland	\$ 62,550,000	\$ 87,152	0.57%	Exeter	\$ 62,800,000	\$ 83,141.31	0.58%	Garland	\$ 61,300,000	\$ 78,716.42	0.57%
Glenburn	Glenburn	\$ 50,050,000	\$ 69,736	0.46%	Garland	\$ 50,500,000	\$ 66,857.26	0.47%	Glenburn	\$ 51,050,000	\$ 65,554.22	0.48%
Greenbush	Greenbush	\$ 288,900,000	\$ 402,530	2.64%	Glenburn	\$ 283,900,000	\$ 375,856.97	2.64%	Greenbush	\$ 292,650,000	\$ 375,797.09	2.74%
Hampden	Hampden	\$ 64,800,000	\$ 90,287	0.59%	Greenbush	\$ 57,900,000	\$ 76,654.17	0.54%	Hampden	\$ 57,650,000	\$ 74,029.39	0.54%
Hermion	Hermion	\$ 654,500,000	\$ 911,927	5.99%	Hampden	\$ 630,500,000	\$ 834,722.86	5.86%	Hermion	\$ 617,200,000	\$ 792,557.54	5.77%
Holden	Holden	\$ 509,250,000	\$ 709,548	4.66%	Hermion	\$ 491,900,000	\$ 651,129.46	4.57%	Holden	\$ 472,800,000	\$ 607,120.92	4.42%
Howland	Howland	\$ 289,850,000	\$ 403,853	2.65%	Holden	\$ 286,350,000	\$ 379,100.54	2.66%	Howland	\$ 274,850,000	\$ 352,939.79	2.57%
Hudson	Hudson	\$ 58,000,000	\$ 80,813	0.53%	Howland	\$ 57,800,000	\$ 76,521.78	0.54%	Hudson	\$ 63,900,000	\$ 82,055.13	0.60%
Kenduskeag	Kenduskeag	\$ 100,750,000	\$ 140,377	0.92%	Howland	\$ 97,650,000	\$ 129,279.44	0.91%	Hudson	\$ 99,500,000	\$ 127,769.73	0.93%
Lagrange	Lagrange	\$ 79,100,000	\$ 110,212	0.72%	Kenduskeag	\$ 76,950,000	\$ 101,874.58	0.71%	Kenduskeag	\$ 73,750,000	\$ 94,703.69	0.69%
Lakeville	Lakeville	\$ 29,700,000	\$ 41,382	0.27%	Lagrange	\$ 30,200,000	\$ 39,981.97	0.28%	Lagrange	\$ 30,200,000	\$ 38,780.36	0.28%
Lee	Lee	\$ 67,450,000	\$ 93,979	0.62%	Lakeville	\$ 68,600,000	\$ 90,819.97	0.64%	Lakeville	\$ 64,950,000	\$ 83,403.45	0.61%
Levant	Levant	\$ 61,000,000	\$ 84,992	0.56%	Lee	\$ 57,400,000	\$ 75,992.22	0.53%	Levant	\$ 55,400,000	\$ 71,140.13	0.52%
Lincoln	Lincoln	\$ 164,850,000	\$ 229,689	1.51%	Levant	\$ 159,400,000	\$ 211,030.65	1.48%	Lincoln	\$ 159,950,000	\$ 205,394.65	1.50%
Lowell	Lowell	\$ 300,350,000	\$ 418,483	2.75%	Lincoln	\$ 294,800,000	\$ 390,287.55	2.74%	Lowell	\$ 290,900,000	\$ 373,549.88	2.72%
Mattawamkeag	Mattawamkeag	\$ 48,450,000	\$ 67,506	0.44%	Lowell	\$ 46,800,000	\$ 61,958.81	0.43%	Mattawamkeag	\$ 46,300,000	\$ 59,454.66	0.43%
Maxfield	Maxfield	\$ 42,950,000	\$ 59,843	0.39%	Mattawamkeag	\$ 41,650,000	\$ 55,140.69	0.39%	Maxfield	\$ 39,250,000	\$ 50,401.63	0.37%
Medway	Medway	\$ 8,400,000	\$ 11,704	0.08%	Maxfield	\$ 8,050,000	\$ 10,657.44	0.07%	Medway	\$ 7,950,000	\$ 10,208.74	0.07%
Miford	Miford	\$ 59,050,000	\$ 82,275	0.54%	Medway	\$ 60,800,000	\$ 80,493.50	0.56%	Miford	\$ 61,350,000	\$ 78,523.81	0.57%
Millinocket	Millinocket	\$ 186,350,000	\$ 259,645	1.70%	Miford	\$ 178,350,000	\$ 235,118.87	1.66%	Millinocket	\$ 175,900,000	\$ 225,876.33	1.65%
Mt Chase	Mt Chase	\$ 165,850,000	\$ 226,902	1.49%	Millinocket	\$ 165,850,000	\$ 219,569.84	1.54%	Mt Chase	\$ 159,950,000	\$ 205,394.65	1.50%
Newburgh	Newburgh	\$ 36,050,000	\$ 50,229	0.33%	Mt Chase	\$ 36,300,000	\$ 48,057.80	0.34%	Newburgh	\$ 35,950,000	\$ 46,164.04	0.34%
Newport	Newport	\$ 107,850,000	\$ 150,269	0.99%	Newburgh	\$ 104,450,000	\$ 138,282.00	0.97%	Newport	\$ 102,750,000	\$ 131,943.11	0.96%
Old Town	Old Town	\$ 273,800,000	\$ 381,491	2.50%	Newport	\$ 277,050,000	\$ 366,788.21	2.57%	Old Town	\$ 263,000,000	\$ 337,722.99	2.46%
Orrono	Orrono	\$ 447,900,000	\$ 624,067	4.10%	Old Town	\$ 473,700,000	\$ 627,134.37	4.40%	Orrono	\$ 486,700,000	\$ 624,980.16	4.55%
Orrington	Orrington	\$ 456,800,000	\$ 636,468	4.18%	Orrono	\$ 425,500,000	\$ 563,322.09	3.95%	Orrington	\$ 420,050,000	\$ 539,393.70	3.93%
Passadumkeag	Passadumkeag	\$ 361,850,000	\$ 504,177	3.31%	Orrington	\$ 356,350,000	\$ 471,773.97	3.31%	Passadumkeag	\$ 352,850,000	\$ 453,100.98	3.30%
Patten	Patten	\$ 20,200,000	\$ 28,145	0.18%	Passadumkeag	\$ 20,100,000	\$ 26,610.51	0.19%	Patten	\$ 18,000,000	\$ 23,114.12	0.17%
	Patten	\$ 40,350,000	\$ 56,220	0.37%	Patten	\$ 39,150,000	\$ 51,830.93	0.36%	Patten	\$ 38,250,000	\$ 49,117.51	0.36%

Municipality	Municipality	2018			Municipality	Municipality	2017			Municipality	Municipality	2016		
		Valuation	Tax Liability	% of Tax			Valuation	Tax Liability	% of Tax			Valuation	Tax Liability	% of Tax
Plymouth	Plymouth	\$ 80,600,000	\$ 112,302	0.74%	Plymouth	Plymouth	\$ 77,800,000	\$ 102,999.90	0.72%	Plymouth	Plymouth	\$ 74,600,000	\$ 95,795.19	0.70%
Seboeis	Seboeis	\$ 11,300,000	\$ 15,745	0.10%	Seboeis	Seboeis	\$ 11,250,000	\$ 14,893.94	0.10%	Seboeis	Seboeis	\$ 10,750,000	\$ 13,804.27	0.10%
Springfield	Springfield	\$ 17,550,000	\$ 24,453	0.16%	Springfield	Springfield	\$ 17,800,000	\$ 23,565.53	0.17%	Springfield	Springfield	\$ 17,800,000	\$ 22,857.30	0.17%
Staceyville	Staceyville	\$ 19,250,000	\$ 26,821	0.18%	Staceyville	Staceyville	\$ 18,600,000	\$ 24,624.66	0.17%	Staceyville	Staceyville	\$ 18,300,000	\$ 23,499.36	0.17%
Stetson	Stetson	\$ 97,950,000	\$ 129,509	0.85%	Stetson	Stetson	\$ 90,300,000	\$ 119,548.73	0.84%	Stetson	Stetson	\$ 83,150,000	\$ 106,774.40	0.78%
Veazie	Veazie	\$ 233,000,000	\$ 324,643	2.13%	Veazie	Veazie	\$ 231,200,000	\$ 306,087.11	2.15%	Veazie	Veazie	\$ 232,400,000	\$ 298,428.99	2.17%
Webster	Webster	\$ 7,650,000	\$ 10,659	0.07%	Webster	Webster	\$ 7,250,000	\$ 9,598.32	0.07%	Webster	Webster	\$ 7,300,000	\$ 9,374.06	0.07%
Winn	Winn	\$ 21,150,000	\$ 29,469	0.19%	Winn	Winn	\$ 21,150,000	\$ 28,000.62	0.20%	Winn	Winn	\$ 20,950,000	\$ 26,902.27	0.20%
Woodville	Woodville	\$ 9,400,000	\$ 13,097	0.09%	Woodville	Woodville	\$ 9,050,000	\$ 11,981.35	0.08%	Woodville	Woodville	\$ 9,000,000	\$ 11,557.06	0.08%
Penobscot Nation	Penobscot Nation	\$ 354,100,000	\$ 493,374	3.24%	Penobscot Nation	Penobscot Nation	\$ 333,750,000	\$ 441,853.69	3.10%	Penobscot Nation	Penobscot Nation	\$ 330,950,000	\$ 424,978.80	3.10%
Unorganized Territory	Unorganized Territory	\$ 10,934,750,000	\$ 15,235,590	100%	Unorganized Territory	Unorganized Territory	\$ 10,765,450,000	\$ 14,252,446	100%	Unorganized Territory	Unorganized Territory	\$ 10,690,750,000	\$ 13,728,183	100%

Diana M. Campbell

From: Rankin, Patrick <Patrick.Rankin@legislature.maine.gov>
Sent: Tuesday, February 27, 2018 4:43 PM
To: Rankin, Patrick
Subject: Maine Dept. of Transportation report for your town

Town officials,

I am Senator Dill's aide in Augusta. I apologize that I am a little late with this—the DOT has issued its work plan and here is what it means for your community. Please click on the links at the bottom that correspond to your town. Many thanks and let me know if there is anything else I can do.

All best,
Patrick
287-1532

According to the MDOT, the work plan includes more than \$2.3 billion worth of construction and maintenance, of which \$511.1 million is scheduled for 604 capital projects in 2018. The 3 year plan estimates MDOT will invest in 229 miles of highway construction; 1,128 miles of pavement preservation; 1,800 miles of light capital paving for roads and highways; 240 spot and safety improvements; and 260 bridge construction projects.

The following breakdown is the planned capital and maintenance work for some communities in the region in 2018:

Bridge Work

- Argyle Twp/Howland: Clean guard rails and wing walls. Ditch problem area on Route 116.
- Chester: Repair Medunkeunk Bridge over Medunkeunk Stream.
- Howland: Upgrading bridge rail and repairing concrete parapet on Route 155/ I-95 Bridge over Interstate 95.
- Howland: Replacing joint on I-95 NB/ Piscataquis River Bridge which carries Interstate 95 over the Piscataquis River in Howland.
- Medway: Repair erosion under the south end of both Vaughn Daggett Bridges located on Interstate 95 over the Penobscot River approximately 0.43 of a mile south of Route 157 in Medway.
- Milford: Second Otter Bridge over Otter Stream.
- Millinocket: Repair southwest approach and wearing surface on Granite Street Bridge located over Millinocket Stream between Congress Street and York Street.
- Millinocket: Repair abutment and bridge rail on State Street Bridge over Millinocket Stream located between the intersection of State and Spring Street.

Highway Paving

- Old Town: Beginning 0.44 of a mile south of West Coiley Road and extending southerly 2.28 miles.
- I-95 northbound: Beginning 5.78 miles north of the Hampden town line and extending northerly 13.80 miles to the Argyle town line.

Highway Safety and Maintenance

- Enfield/Passadumkeag: Removal of excess shoulder material on the Caribou Road.
- Enfield: Ditching in various locations along Route 188 in Enfield, Lowell, and Burlington.
- Mattawamkeag: Replacing culvert located 0.4 of a mile south of the Mattawamkeag/Winn town line.
- Mattawamkeag: Large culvert located 0.37 of a mile north of Jordan Mills Road.
- Medway: Replacing cross culverts located 0.52 of a mile north of West Seboeis Road in Long A Twp. and 0.60 of a mile south of the Medway/East Millinocket town line in Medway.

- Milford: Drainage work beginning 1.00 mile east of Route 2 and extending easterly 0.2 miles.
- Orono: Ditching and stone ditch protection beginning 0.50 of a mile north of Forest Avenue and extending northerly 0.25 of a mile.
- Veazie: sight improvement Located 0.07 of a mile north of Main Street.

Click [here](#) to view the entire MDOT work plan or [here](#) to search the project listings by town. Click on these links for the full list of Argyle Twp., [Chester](#), [East Millinocket](#), [Edinburg](#), [Enfield](#), [Greenbush](#), [Howland](#), [Mattawamkeag](#), [Maxfield](#), [Medway](#), [Milford](#), [Millinocket](#), [Old Town](#), [Orono](#), [Passadumkeag](#), Penobscot Nation Indian Island, [Seboeis Plantation](#), [Veazie](#), [Woodville](#), and part of North Penobscot Unorganized Territory projects for years 2018 - 2020.

Patrick Rankin
 Legislative Aide
 Senate Democratic Office
 3 State House Station
 Augusta, Maine 04333
 207-287-1515

Manager

From: Robert O'Brien <robrien@mdf.org>
Sent: Monday, March 05, 2018 3:24 PM
To: manager@millinocket.org
Cc: mndaigle@myfairpoint.net; 'Sarah Curran'
Subject: Millinocket could Qualify as an Opportunity Zone: DEADLINE FRIDAY

Importance: High

Hi John,

***** This is very time-sensitive. Please take a minute to read. *****

A new benefit from the Tax Cuts & Jobs Act has come to light called "Opportunity Zones." These new designated Opportunity Zones allow an investor to take profits from an investment and re-invest them in an Opportunity Zone to have the taxes on those profits written off after 10 years.

How It Works

- An investor puts his or her money into an Opportunity Fund.
- The Fund will find a project to invest in within an Opportunity Zone.
- If the Fund keeps its investment in the project for ten years, the IRS will write-off the taxes owed on the amount invested.
- There's nothing for the Town to do. The investment deal is between the Fund and the project. No paperwork from the Town is required.

What We Need From You

Not every place can be designated an Opportunity Zone. Maine can only designate 32 for the whole state. You want to be chosen. We want you to be chosen.

You can submit a letter until **this Friday, March 9** asking to be designated an Opportunity Zone.

In your letter, you should mention:

1. Your potential to attract investment projects (your strategic economic assets)
2. Your use of other stimulus programs (like New Markets Tax Credits, Enterprise Zones, or Promise Zones)
3. Your need (economic loss, etc)

Debbie Johnson at _____ at DECD will receive your letters **until this Friday, March 9**. DECD will sort through the letters and make recommendations, but the Governor will have the final say before they're submitted to the IRS for designation. If we miss this application window, we're locked out for 10 years.

We're here to support you in this effort. Please let us know how we can help.

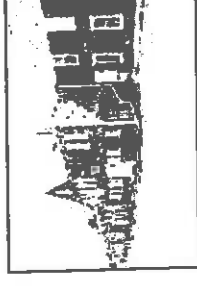
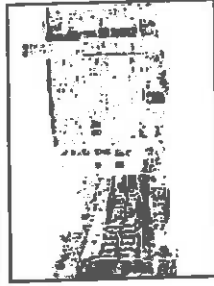
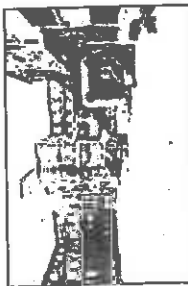
Sincerely,

Maine Development Foundation

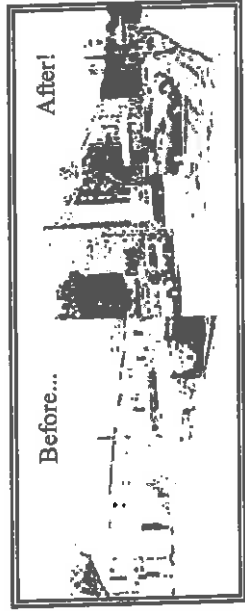


What sites may be eligible for the
Maine DEP Brownfields
Assessment Program?

- Gas Stations
- Auto Repair Shops
- Junkyards/Scrap Yards
- Dry Cleaners
- Mills
- Industrial Buildings
- Former Schools
- Former Churches
- Abandoned Buildings/Lots
- Waterfront/Marinas
- Properties adjacent to contaminated sites
- Sites with underground fuel storage tanks
- Any site with an environmental stigma



MAINE DEP BROWNFIELDS ASSESSMENT PROGRAM



Do you know of a site that may
benefit from the
Brownfields Assessment Program?

What is a Brownfields Site?

A "Brownfield site" is any property where the expansion, redevelopment, or reuse of which may be complicated by the presence or perceived presence of a hazardous substance, pollutant, or contaminant. Basically, any site that sits undeveloped and/or underutilized because a potential site purchaser or developer has questions or concerns about past environmental practices is a Brownfield.

What's a Brownfields Program?

To promote economic development, the U.S. Environmental Protection Agency (U.S. EPA), through the Small Business Liability Relief and Brownfields Revitalization Act, provides tools and funding for the assessment, cleanup and redevelopment of identified Brownfield sites. Municipalities, regional planning commissions, government agencies, and other groups submit applications to the U.S. EPA for funds to assist in Brownfield Assessments. Based on need, the U.S. EPA awards the various Brownfields grants and the Maine DEP recently received such a grant.

How does the program help the region?

Many Brownfield sites are blights on the community, and can have negative effects on property values, human health, the environment, and public safety. Although many sites have limited contaminants, some have contamination ranging from petroleum to heavy metals to volatile compounds. When a site is redeveloped, there are benefits to: individuals including reduced exposure to contamination or unsafe structures; community- increased tax base and jobs; the region -increased tourism and sustainable economic development.

What is a Brownfield Inventory?

An inventory of potential sites is done by reviewing state/local databases, conducting interviews with local officials and property owners, and surveying member communities. In addition, we are looking for input from YOU. If you are aware of a potential Brownfield Site that is in need of environmental assessment, development & reuse planning, we want to hear about it. Contact us!

Maine DEP received a Brownfield Assessment Grant to inventory, characterize, assess, and conduct planning and community involvement activities related to potential contaminated Brownfield Sites in the region.

Maine DEP has contracted with Ransom Consulting Inc. to help facilitate and implement the program. For additional information or if you have a site that you think may qualify, please contact:

Erik Phenix, Project Manager

Ransom Consulting Inc.

207-772-2891

ephenix@ransomenv.com



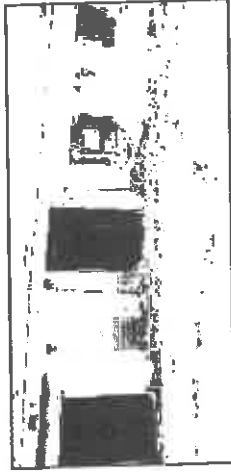
Additional information is also available through Maine DEP's website: www.maine.gov/dep or by calling Maine DEP at

207-287-7588

Though this project has been funded, wholly or in part, by EPA, the contents of this document do not necessarily reflect the views and policies of EPA.

Step 1: Identify Brownfields Sites

Brownfield properties, like the former Wilton Tannery (shown below) are a blight on the community, and can be a danger to human health and the environment.



Step 2: Site Assessment

Once a Site is in the Brownfields Program, environmental assessments will be performed to determine what, if any, contaminants are present.



Step 3: Cleanup/Remediation

If contamination is found, the Site must be cleaned up to appropriate regulatory standards. This can be funded through supplemental Brownfields Grants, if eligible. The photo below shows a cover system being installed over contaminated soil and tannery waste.



Step 4: Redevelopment/Reuse

The ultimate goal of any Brownfields Program is to redevelop properties to promote economic growth, job development and community pride.



Manager

From: Eriksen Phenix <ephenix@ransomenv.com>
Sent: Friday, March 02, 2018 12:37 PM
To: Manager
Subject: Maine DEP Brownfields Assessment Grant
Attachments: Brochure 021318.pdf

Hi John;

It was a pleasure speaking with you this afternoon about the Maine DEP's Brownfields Assessment Grant. In answer to your question about demolishing vacant residential buildings; technically yes, brownfields assessment monies could be used to assess the residential houses/units for asbestos and other potentially hazardous building materials or universal wastes. However, unless the residential lots were to be redeveloped for commercial purposes or some other public benefit, I would guess that assessment of those properties would be a relatively low priority for the Maine DEP. It never hurts to ask, and if no other sites come into the program then private residential properties may become more of a priority.

I have attached an informational brochure that provides some general information on the Brownfields Assessment program. Additional information can be found on the Maine DEP's website:

And at the US EPA's website:

Please keep the program in mind, and of course, pass along my contact information to anyone who has questions or interest in the program. As part of the grant, the Maine DEP will be interested in hosting a public meeting to provide education and information to your community about the Brownfields program. We are currently looking at the potential for sometime in April. I will be in touch to see if we can coordinate that with the town.

Thanks again for your time John, and look forward to working with you on this project.

-Erik

Eriksen Phenix, C.G.
Project Manager
tel (207) 772-2891



ORDER #37-2018

PROVIDING FOR: Execution of the Warrant for March 1, 2018

IT IS ORDERED that the Warrant for March 1, 2018 in the amount of \$_____ is hereby approved.

Passed by the Town Council _____

Attest: _____

ORDER #38-2018

PROVIDING FOR: Execution of the Warrant for March 8, 2018

IT IS ORDERED that the Warrant for March 8, 2018 in the amount of \$_____ is hereby approved.

Passed by the Town Council_____

Attest: _____

PROVIDING FOR: Ratification of Union Agreement with Fire/Ambulance Employees.

IT IS ORDERED that the attached six-month union contract with the Fire/Ambulance Employees as negotiated with American Federation Of State, County, And Municipal Employees (AFSCME) Council 93 is hereby ratified for the period of January 1, 2018, to June 30, 2018.

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: _____

Tentative Fire Department Six-Month Agreement

This agreement is an extension of the present agreement. During negotiations, there was some debate as to when raises (if granted) took effect. The Union understood the date to be January 1, 2018. The Town contested that it was July 1, 2018. The Union agreed to that but then wanted the Town to continue to pay the increase in insurance premiums until July 1, 2018. Eventually both parties agreed that the raises would be effective beginning on July 1, and the Union would pay the increase in insurance premiums. Rather than extend the current labor agreement, Sylvia Hebert, AFSCME Representative, thought it would be more appropriate to have a contract to cover the six-month period from January 1, 2018, to June 30, 2018.

January 1, 2018 to June 30, 2018

AGREEMENT

BETWEEN

TOWN OF MILLINOCKET

AND

COUNCIL #93

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL

EMPLOYEES, AFL-CIO

(FIRE DEPARTMENT)

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ARTICLE 1 - RECOGNITION

The Town hereby recognizes the Millinocket Fire Department Unit, Council #93, American Federation of State, County, and Municipal Employees, AFL-CIO as the exclusive bargaining agent for the Millinocket Fire Department employees, such unit to include only Fire-fighters and full-time Deputy Chief. Therefore the parties recognize only an AFSCME Staff Representative has the authority to sign or enter into any Agreement between the Town and the Union.

ARTICLE 2 - RIGHT TO JOIN OR NOT TO JOIN/NON-DISCRIMINATION

1. It is recognized that Fire Department employees have the right to join, or not to join, the Union, but membership shall not be a prerequisite for employment of any employee.
2. No employee shall be favored or discriminated against by either the Town or the Union because of his membership or non-membership in the Union.
3. The parties to this Agreement agree that they shall not discriminate against any employee because of race, creed, color, sex, age, physical/mental handicap, ancestry, or national origin, excepting for bonafide occupational qualifications.
3. The Union agrees to support the Town's equal employment opportunity policy.

ARTICLE 3 - MAINTENANCE AND MEMBERSHIP

1. It shall be a condition of employment that, on or after the thirtieth (30 day of the signing of this Agreement, all employees covered by this Agreement who have completed their six (6) month probationary period and all new employees who become covered by the Agreement not later than thirty (30) days after the completion of their probationary period and who do not become members of the Union shall pay a service fee equal to eighty (80) percent of the Union's dues as a contribution towards the cost of collective bargaining, contract administration, and the adjustment of grievances.

ARTICLE 4 - CHECK-OFF

1. Upon individually written authorization by a member of the bargaining unit, and approved by the Union, the Town agrees to deduct Union dues weekly for each such member so authorizing. Said deductions are to be limited specifically to Union dues, and in no case will the Town collect or withhold fines or other assessments, or dues payable by said member for any prior period, it being specifically

agreed by the parties hereto that dues shall be collected only to the extent that such member's current weekly check, after all deductions required by law, is sufficient to cover the same. The Union, for itself and its members, agrees to indemnify and save the Town harmless for any losses incurred by the town as the result of the administration of this section, excepting, however, the inevitable increases in clerical costs. The amounts to be deducted in accordance herewith shall be certified to the employer by the treasurer of the Union, and the aggregate deductions of all members shall be remitted, with appropriate accounts, to the Treasurer, Council #93, in Augusta, Maine, on or before the 15th day of the succeeding month.

ARTICLE 5 - MANAGEMENT RIGHTS AND DEPARTMENT RULES

The Union agrees that the Town has and will continue to retain the sole and exclusive right to manage its operations and retains all management rights, whether exercised or not, unless specifically abridged, modified, or delegated by the provisions of this Agreement. Such rights include, but are not limited to, the right: to determine the mission, location, and size of the agency and facilities; to direct its work force, the right to administer the promotion system, including the examination, recruitment, selection, hiring, appraisal, training, promotion, demotion, assignment, or transfer of employees; to establish specifications for each class of position and to classify or reclassify and to allocate or reallocate new or existing positions subject to the Union's right to grieve pay rates for the reclassified position; to discipline and discharge employees in accordance with this Agreement; to determine the size and composition of the work force; to determine the operating budget of the department; to install new, changed, or improved methods of operations; to relieve employees because of lack of work or for cause in accordance with this Agreement; to maintain the efficiency of the government operations entrusted to them; and to take whatever actions may be necessary to carry out the mission of the department not in conflict with this Agreement.

2. In particular, the Town shall have the absolute right to determine the number and location of its crews; the services to be performed; the machinery, tools, equipment, and materials to be used; the work schedules; and the methods of operation.

3. The Town reserves the right to publish reasonable rules and regulations governing the conduct of its employees as it may deem necessary and proper for the conduct of its operations of the Fire Department which shall be effective upon posting or other notice to the employee.

ARTICLE 6 - UNION ACTIVITIES AND REPRESENTATIVE VISITS

1. During working hours on the employer's premises, with prior permission from the Chief of the Fire Department or his authorized representative, authorized Union representatives in the employ of the Town shall be allowed to perform the following without loss of pay:

- a. Post union notices;
- b. Transmit official communications, authorized by local membership, to the Town or its representatives;
- c. Transact official union business with authorized representative of the Town upon appointment;
- d. Contract administration.

2. The Town agrees that accredited representatives of the AFSCME shall have access to the Fire Station during working hours, with prior permission from the Town Manager or the Chief of the Fire Department. Said access will not be for the purpose of discussion union business and will be allowed only if it does not interfere with the scheduled work flow. All union business must be conducted with members of the Union after regular working hours.

ARTICLE 7 - BULLETIN BOARD

1. The Town shall construct and maintain one (1) bulletin board at a suitable place in the Fire Station, which said bulletin board is to be used solely for the posting of union meeting notices and bulletins. A copy of each such meeting notice or bulletin shall, prior to posting, be given to the Town Manager, or his designee. No such notice or bulletin shall advocate or encourage the violation of any provision of this agreement, nor cast discredit upon any individual.

2. The Union shall limit its postings of notices and bulletins to such bulletin board.

ARTICLE 8 - SENIORITY

1. Annually, effective January 1st of each year, the Town will post a seniority list for a period of not less than thirty (30) days and a copy shall be forwarded to the Secretary of the Union. Unless objections are filed with the Chief of the Fire Department within ten (10) days, the list shall stand as posted.

2. Seniority is herein defined as uninterrupted employment since the last date of hire. Interruption for vacation, sick leave, bereavement leave, military leave, jury duty, and Workers' Compensation leave shall not be considered interruptions in employment for purposes of this Article.

3. In the event it becomes necessary for the Town to lay-off employees for any reason, employees shall be laid off in the inverse order of their seniority. All affected employees shall receive two (2) calendar week advance notice of lay off and the Town shall meet with the affected employees prior to the actual occurrence of the lay off.

Employees shall be recalled from lay off according to their seniority. No new employees shall be hired until all employees on lay off status for eighteen (18) months or less have been afforded recall notices.

4. Upon recall, the employee shall be considered a regular non-probationary employee. During lay off, no benefits shall accrue to the laid off employee.

ARTICLE 8-A - DEPARTMENTAL SENIORITY

1. Seniority in the Bargaining Unit commences on the date that the employee first reports to work after assignment as an employee.
2. Seniority in the Bargaining Unit terminates on the date an employee ceases full-time duty in the Bargaining Unit.
3. Seniority in the Bargaining Unit may be frozen as of the date of any temporary absence, which shall include only authorized leaves of absences, assignments to other duties of the Employer in emergency conditions, military duty beyond Reserve or National Guard training, lay-off, or Workers' Compensation leave.

ARTICLE 8-B - RECALL

1. Employees on lay-off status shall respond to written recall notices within 4 days of delivery at last known address of the recall notice. Recall notices will be mailed to the employee's last known address. It is the responsibility of an employee to notify the Personnel Officer or his designee of any changes of address, in writing.
2. In the event the employee fails to report to work or is unable to report to work except for circumstances beyond the employee's control on the day specified in the notice, the Town and the Union shall deem the recall privilege of the employee as waived.
3. In the event the employee fails to notify the Personnel Officer or his designee of the employee's intent to report to work on the day specified in the recall notice, the recall privilege of the employee shall be considered waived.

ARTICLE 9 - WORK FORCE CHANGES-PROMOTIONS

1. The term "promotion" as used in this provision, means the advancement of an employee to a higher paying position that shall be governed by the following:
 - a. Whenever a permanent job or position opening occurs, prior to hiring or filling, a notice of such opening shall be posted on the bulletin board for five (5) working days. A permanent job or position is one which is regularly filled

from within the bargaining unit subject to Article 9, Section d.

- b. Employees who wish to apply for the open position or job may do so. The application shall be compiled in writing and shall be submitted to the Chief of the Fire Department.
- c. The Town shall fill the new position or vacant job after posting and seniority shall be a factor for selection in accordance with paragraph (d) of this Article.
- d. Factors for consideration in evaluations of eligibility for promotion shall be skill or ability to do the work; acceptability of work produced; and effectiveness in meeting and dealing with other employees, members of the public, subordinates, and superiors; cooperativeness; initiative, resourcefulness, dependability; punctuality; care of equipment; physical fitness; appropriate licenses; past performance; seniority; and conformity with the Town's Affirmative Action Plan, "Promotions and Transfers", Section 2-304 of the Affirmative Action Plan. In the event that the foregoing qualifications (except seniority) are satisfactory, seniority shall be the governing factor in determining eligibility for promotion.
- e. Physical fitness is defined as the capacity and ability to perform the required duties of the position.

ARTICLE 10 - STRIKES, SLOWDOWNS, AND LOCKOUTS PROHIBITED

1. The Union agrees that during the term of this Agreement, neither it nor its officers or members will engage in, encourage, sanction, support, or suggest any strikes, slow-downs, mass resignations, mass absenteeism, picketing, or other similar actions which would involve suspension of or interference with the work flow requirement of the Fire Department or other Town departments. In the event that union members participate in such activities in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employee participating in these prohibited activities may be discharged by the employer. The Town, in turn, agrees that there shall be not lock-out of employees who return to normal duties when instructed to do so by the employer and/or the Union.

ARTICLE 11 - GRIEVANCE PROCEDURE

1. For the purpose of this Agreement, a grievance is defined as any dispute as to the meaning or application of the specific terms of this Agreement. Such dispute must first be discussed by the employee with his superior or the Chief of the Fire Department. If the dispute is not resolved in this manner, the following steps shall apply. At any step, the Union may represent the employee.

- a. The Union and/or the aggrieved employee shall submit the grievance in writing to the Chief of the Fire Department within five (5) working days after the time such event became or should have become known to the employee, but in no event longer than fifteen (15) days after said occurrence.
- b. If the Union and/or aggrieved employee and the Chief of the Fire Department have not resolved the grievance within ten (10) working days after its written submission, the Chief of the Fire Department shall make written response and the Union and/or the employee shall submit the grievance in writing to the Town Manager within five (5) working days of the Fire Chief's response. The Town Manager, or his designee, shall render his written decision within ten (10) working days.
- c. In the event the decision of the Town Manager is not acceptable to the employee and/or Union, the Union may within ten (10) working days thereafter request assignment pursuant to the rules of the Maine Board of Arbitration and Conciliation.
- d. In all cases involving a grievance which is submitted to an Arbitrator, the Union and the individuals having the grievance shall be required to attend and present the grievance.
- e. The Arbitrator shall have no authority to add to, subtract from, or modify the collective bargaining agreement.
- f. The Arbitrator's decision shall be binding on all parties and his expenses shall be shared equally.
- g. The time limits of processing of grievances may be extended by written consent of the parties. Such time limits are the essence and not merely procedural.

ARTICLE 12 - REGULAR HOURS

- 1. For payroll purposes, the payroll work week shall begin at 6:00 a.m. on Sunday and end at 6:00 a.m. the following Sunday.
- 2. For payroll purposes, the work day shall start at 6:00 a.m. and shall end at 6:00 a.m. the following day, a period of 24 hours.
- 3. The normal work week shall consist of one 24 hour shift on- then 24 hour shift off -then a 24 hour shift on- then five days off with an average of forty-two (42) hours per week over a consecutive eight (8) week period. The Deputy Chief and Swing positions' normal work week is Monday through Friday with an average of forty-two (42) hours per week over a consecutive

eight (8) week period. The Town retains the right to change the current schedule however the Town agrees they will consult and give the Union an opportunity to have an input into the decision to change the schedule.

ARTICLE 13 - HOLIDAYS

1. The following days shall be recognized as paid holidays:

New Year's Day, President's Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Columbus Day, Thanksgiving Day, Martin Luther King Day, Three (3) Floating Holidays

2. In lieu of the aforementioned observed holidays, eligible employees shall be granted personal time off at the rate of thirteen (13) days per year, with said personal time days off to be granted subject to written request to the Chief of the Fire Department, or his designee, at least eight (8) hours before the commencement of the period to be taken. Said personal time off in no event will interfere with the work load of the Department. PTO days may be taken in one-half (1/2) day increments.

3. Personal time off days in lieu of Holidays shall be credited on the first day of January of each contract year, but will be considered earned on the actual date of the Holiday's occurrence. The personal time off days may be taken at any time during the contract year. However, if any employee leaves the service of the Town for any reason, unearned personal time off days which have been taken prior to the termination date of employment will be deducted from any severance pay due the employee. Floating holidays for employees with less than one (1) year service will be allowed as follows: one (1) for each four (4) months of full time employment.

ARTICLE 14 - VACATIONS

1. All full-time permanent employees are entitled to earned vacation. Vacation week shall consist of vacation time off from 6:00 a.m. Monday to 6:00 a.m. Monday. The Deputy Chief may take vacation time one day at a time, based on a vacation day of 8.4 hours because he works five (5) days per week to accumulate his 42 hour workweek.

2. The vacation year shall run from January 1 to December 31, and vacation entitlement shall be determined as of the first day of the vacation year. Any full-time employee having less than one (1) year (12 months) continuous service during the prior calendar year, on January 1 shall be entitled to take vacation time during their first full vacation year as follows:

a. One (1) vacation day for each full month work, not to exceed two (2) calendar weeks or ten (10) working days, which may be taken one day at a time. (This

paragraph is intended for probationary employees' first vacation year.)

3. Beginning January 1 of the second (2) calendar year, employees will have two (2) weeks' vacation per year up to and including the employee's sixth (6) calendar year of continuous service.
4. Beginning January 1 of the seventh (7) calendar year, employees will have three (3) weeks' vacation per year, up to and including the employee's twelfth (12) calendar year of continuous service.
5. Beginning January 1 of the thirteenth (13) calendar year, employees will have four (4) weeks' vacation per year up to and including the employee's nineteenth (19th) calendar year of continuous service.
6. Beginning January 1 of the twentieth (20) calendar year, employees will have five (5) weeks' vacation per year.
7. Beginning January 1 of the twenty-fourth year, employees will have six (6) weeks of vacation time after twenty-three (23) years of continuous service.
8. Requests for vacation leave will be made prior to April 15th of the calendar year. Choice of vacation periods shall be granted to employees on the basis of seniority. If it becomes necessary to limit the number of employees on vacation at any one time, employees shall be entitled to vacation preference on the basis of seniority by classification. On or before April 30th, a vacation schedule will be posted. Requests will be received after April 15th. However, requests submitted prior to April 15th shall take precedence. If the employee is unable to submit a vacation request prior to April 15th, he will be allowed vacation time as requested, provided, however, that a replacement may be obtained or he can be spared from the workforce. An employee shall not be unnecessarily denied vacation time to deal with emergency situations.
9. The number of persons to be off on vacation or personal time off days at one time will be at the discretion of the Chief, not to exceed two (2) in any twenty-four (24) hour period.
10. Employees will be allowed to carryover one week (42 Hours) of vacation time. At no time shall an employee have more than 42 hours of carryover time on the books.
11. In the event all employees on the seniority list should refuse the opportunity to work overtime to cover for vacation time, the overtime work will be assigned to the most junior full time employee on a rotating basis.

ARTICLE 15 - SICK LEAVE

1. Any employee contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform each and every duty of his

employment, shall receive sick leave with pay if accrued.

2. Sick leave shall be accrued at the rate of one (1) day per month, accumulative to not more than 120 days. For those who work 12 hour days, this would equate to twelve (12) hours per month; for the Deputy Fire Chief, who works 8.4 hour days, this would equate to 8.4 hours per month. No employee shall receive credit for sick leave unless he notifies his job foreman or supervisory as early as possible. Sick leave shall be earned by an employee, at the foregoing rate, in any month in which the employee is compensated for eighty-four (84) or more hours of actual work. Sick leave may be taken in increments of one-half (1/2) day at the discretion of the Chief Officer.

3. The Town may require an employee to present a doctor's statement certifying the employee's condition and the necessity of his absence from work due to sickness after first warning the employee that such a statement will be required if he is again absent due to sickness. Failure to present such a statement after warning to the employee shall result in non-payment of sick leave benefits. Such warning shall be effective for 90 days after issuance by Town and shall not be issued until after at least one such absence.

4. Employees shall be permitted, upon permission from the Chief of the Fire Department, to use up to and not exceeding 40 hours of sick leave per year, caring for sickness of spouse or minor children actively residing in employee's household. Said hours are chargeable against the employee's accrued sick leave.

5. When an employee leaves Town employment for any reason except dismissal for just cause with ten (10) or more years of service, he shall be entitled to receive an amount equal to his daily rate of pay for one-half (1/2) the number of days of unused sick leave which he had accumulated, provided the maximum payment shall not exceed an amount equal to the wages for sixty (60) days. For purposes of mustering out, a day shall be considered as twelve (12) hours of time. For mustering out purposes only, the Deputy Fire Chief will be paid out at the same 3.4 days/week calculation as the other union members, rather than being based on his current five (5) day/week schedule basis. This will have the intent of changing the basis of the calculation of his daily rate of pay to conform to the terms of this section, i.e., twelve (12) hours of paid time for each eligible day. (See Article 22, Section 9.)

6. If the employee has accumulated sick leave, benefits will be paid to the employee by the Town for the first five (5) consecutive working days. After the first five (5) consecutive working days, the Town will pay the employee the difference between the insurance payment and a forty-two (42) hour week at his or her rate of pay as long as the employee has accumulated sick leave. In the event that the insurance company delays benefits, the employee may request an advance up to \$150.00 per week.

7. Vacancies arising as a result of employees on sick leave or Workers Compensation shall be filled by regular full-time employees until either the sick leave or workers compensation claim of said employee is exhausted or the vacancy has lasted twenty (20) calendar days, whichever comes first. The twenty-day (20) requirements of this

section will be waived any time two or more employees are out for any reason. If a retired employee is rehired to help cover during such times, the retiree may be rehired up to Level 3 at his/her license level.

8. After two consecutive weeks of sickness, sick leave will not be paid when an employee is certified by his doctor to be capable of available work in the department.

9. Sick leave will accrue but not be paid until a permanent employee has completed six months of continuous service.

10. Any employee who takes no sick leave for 120 consecutive days shall be credited one (1) P.T.O. day per year.

11. Family Medical Leave. The Town of Millinocket recognizes the rolling year as the 12 month period as it relates to Family Medical leave. For example, if the first day of Family Medical Leave utilized is March 15th, the employee has twelve weeks of FMLA available until March 16th of the following calendar year. The acceptable accrued benefit time, if available, shall be used in conjunction with any Family Medical Leave utilized. This policy is explained in full detail in an Appendix in the Town's Personnel Policy.

12. After being out on Medical Leave for twenty-four (24) months, if an employee is deemed by his/her physician to be unable to return to active employment, that employee shall be terminated. Prior to the twenty-four month period, the Employer shall meet with the employee and review with him/her their options and assist with resources where possible. An employee that returns to work from Sick leave must work at least six (6) months before they will be granted another twenty-four (24) month of Sick Leave for the same injury.

ARTICLE 16 - CALL TIME

1. Any employee called to work outside of his/her regularly scheduled shift, for fire or ambulance, shall be paid for a minimum of four (4) hours at 1.5 times that employee's regular rate of pay.

2. Failure to report to work in response to a personal contact call-in may constitute just cause" for action under the "Discipline and Discharge Article" of this Agreement.

3. Employees on "Call Status" must remain within the corporate limits of the Town of Millinocket.

4. When back-up call status is necessary between the hours of midnight to 8:00 a.m., no radio is required. From the hours of 8:00 a.m. to midnight, the employee will pick up a radio within 15 minutes of call status.

ARTICLE 17 - DISCIPLINE AND DISCHARGE

1. Discipline, including discharge, may be imposed by the Town for any action by employees which reflects discredit upon the Fire Department; hinders the effective performance of the functions of the Department or the Town in general, violates any law, ordinance of the Town, or statute of the State of Maine; or otherwise constitutes just cause. In addition to, but not in limitation of, the foregoing, the following also constitute just cause for discipline, including discharge:

- a. Partaking or possession of intoxicating beverages, intoxication, use of possession of narcotics including marijuana while on duty;
- b. Offensive conduct, disrespectful acts, or language toward the public or toward Town Officers or employees;
- c. Insubordination;
- d. Incompetence to perform the duties of his position;
- e. Negligence in the care and handling of Town property;
- f. Violation of any departmental regulation, including but not limited to, the Chief's standing orders.
- g. Inducement or attempted inducement of any officer or employee of the Town service to commit an illegal act or to act in violation of any departmental or official regulation or order;
- h. Solicitation or receipt from any person, or participation in, any fee, gift, or other valuable thing that is given in the hope or expectation of receiving a favor or better treatment than that accorded other persons;
- i. Use or attempted use of political influence or bribery to secure an advantage in an examination or promotion, or in settling a grievance.
- j. Absence from duty without leave contrary to the provisions of this Agreement, unexcused failure to report at beginning of or remaining on shift, tardiness, falsifying sickness or any other cause of absence;
- k. Violation, inducement, or attempted inducement of any officer or employee in the Town's service to violate the Equal Employment Opportunity Plan of the Town of Millinocket.
- l. Possession, display, or use of explosives, firearms, or other dangerous weapons while on duty or in the Fire Station, except with prior approval of the Chief Officer.

2. Violation of the provisions of this section shall be punishable by oral or written reprimand, suspension, demotion, reduction in pay, reclassification, involuntary leave of absence, and/or discharge, but not necessarily in the order stated.
3. If a vehicle operator loses his license to drive for any reason, he will be demoted to a lower classification if there is a declared vacancy. In the event that there is no lower vacancy, he will be laid off.
4. If an employee loses his driver's license for any reason while on the job, employment will be terminated.
5. A conviction causing a second loss of driver's license to a firefighter will be grounds for disciplinary action.

ARTICLE 18 - PROTECTION CLOTHING AND UNIFORMS

1. If an employee is required to wear protection clothing and uniforms or any type of protective device as a condition of employment, such protection clothing or protective device shall be furnished to the employee by the employer. The cost of maintaining the protective clothing in proper working condition shall be paid by the employer.
2. Each employee shall be paid the following amounts for laundering and cleaning uniforms:
 - a. Per Year - \$175.00 per quarter (\$700.00 per year)
3. Employees must work at least two weeks in any quarter (excluding Vacation Time) in order to be eligible for the laundering and cleaning allowance.

ARTICLE 19 - WAGES-OVERIME

1. Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Exhibit A. The attached wage schedules shall be considered a part of this Agreement.
2. "Hours worked" is defined as those hours the employees render personal services to the Town while on regular duty and on holidays which fall within the regular work week from Monday to Friday. Vacation time, holidays observed on Saturday or Sunday, approved sick leave, bereavement leave, military leave, jury duty, and Workers' Compensation leave shall be considered only for pension and other benefits under this Agreement
3. All employees covered by this Agreement shall receive one and one-half (1 1/2) times their regular hourly rate of pay for all "hours worked" in excess of the normal

work week.

4. Distribution of overtime shall be equalized over each six (6) month period beginning on the effective date of this Agreement. Bargaining unit employees shall have first refusal for all ambulance calls or fire calls prior to any non- bargaining unit employee being called.

ARTICLE 20 - PHYSICAL EXAM

1. The Town, through its Chief of the Fire Department or Town Manager, may, with reasonable cause, request a physical examination by a physician of the town's choice of any employee at the Town's expense. Should the employee refuse such an examination when requested, he may summarily be suspended without pay until the physical examination is completed. A report of the results of such an examination shall be made to the Chief of the Fire Department and the Town Manager and same shall become part of the employee's personnel record.

ARTICLE 20-A - PHYSICAL EXAM-ANNUAL

1. The Town may request annual physicals. All members of this unit agree to take the annual physical when requested by the Town. The Town will bear the cost of the physical exam. Should the employee refuse such an examination when requested, he may summarily be suspended without pay until the physical examination is completed. A report of the results of such an examination shall be made to the Department Head and the Town Manager and same shall become a part of the employee's personnel record.

ARTICLE 21 - MEDICAL LEAVE OF ABSENCE

1. Upon application of an employee who has exhausted his paid sick leave time, a leave of absence without pay may be granted at the discretion of the Town Manager for a period of disability, in thirty (30) day increments. The Town will require that the employee submit a certificate from the attending physician certifying the need for continued leave, at the employee's cost. Said application must be received by the Town Manager or his designee no later than ten (10) days prior to the time that paid sick leave is exhausted in order to provide adequate time for review and consideration the Town Manager.

ARTICLE 21-A - LEAVE OF ABSENCE

1. At the sole discretion of the Fire Chief or his designee, an employee may be granted up to one (1) day without pay depending on the employee's needs and requirements.

2. An employee desiring a leave of absence without pay shall request in writing and secure written permission from the Town Manager with the recommendation of the Fire

Chief. The maximum leave of absence shall be for ten (10) working days and may be extended for like periods or less. Requests and permission for extensions must be in writing. During the period of absence, the employee shall not engage in gainful employment except with written permission from the Town Manager. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved and may be considered just cause for disciplinary action, including termination.

**ARTICLE 22 - INSURANCE, WORKERS' COMPENSATION, SOCIAL
SECURITY, AND
RETIREMENT**

1. The Town shall carry group health insurance provided through the Maine Municipal Association Health Trust and the plan name shall be the Dual Benefit Comp. Plan. From July 1, 2005 to December 31, 2005, the Town will continue to contribute 90% toward the monthly premiums for the employee's total health plan costs, including individual, family or other coverage. Beginning February 1, 2006 (with payroll deductions beginning in January 2006), the Town will pay 100% of the cost for covering the employee and 80% as of January 1, 2006; 77.5% as of January 1, 2007; and 75% as of January 1, 2008 of the cost for children and family coverage. This co-payment shall apply to the Point of Service (POS) plan. If an employee chooses the more expensive Comprehensive Plan, the employee will pay 100% of the difference in cost between the POS plan and the comprehensive plan in addition to the co-payments detailed above, including the difference between the individual employee POS plan and the Comprehensive plan. If health insurance costs increase by 10% or more in any year of the contract, the contract will be reopened to discuss this issue only. The Town shall pay 90% of the monthly premiums for the employee's total health plan costs, including individual, family, or other coverage. Deductions will begin the first paycheck in July for the August 1st premium.

a.) The employees who are covered under the family plan will continue to pay the current rate of \$81.13 per week for 4 weeks per month. The employees who are covered under the employee and child plan will continue to pay the current rate of \$41.23 per week for 4 weeks per month.

2. The Town shall provide Workers' Compensation coverage for its employees.
3. The Town agrees to continue participation in the Social Security Program (FICA).
4. The Town agrees to continue participation in the Maine State Retirement Program at the 1978 level.
5. The Town currently provides group life insurance and a weekly indemnity policy to partially fund sickness benefits.

6. In the event an employee becomes disabled from a service connected injury and eligible for Workers' Compensation benefits, the employee may, at his option, request sick leave pay, if accrued until commencement of compensation payments. Upon receipt of such Workers' Compensation benefits, the employee shall refund the Town for sick leave benefits used, in full, and such benefits will thereupon be restored.

7. The employee must provide a report from the Doctor that indicates the nature of the injury and the approximate date when the employee can return to work. Said report must accompany all requests for sick leave advances used in conjunction with Workers' Compensation.

8. The Town, at its discretion, may elect any carrier for Health and Accident Plans so long as the levels of most benefits are equal or better than those in force as of 12/31/83.

9. Retiree Health Insurance:

a. Eligibility. For current department employees hired prior to August 8, 1991 who are members of the union, health insurance will be provided to such employees during their retirement provided that:

i. The employee retired from Town service and qualified for retirement under the Maine State Retirement System; and,

ii. The employee was a member of the Maine State Retirement System prior to January 1, 2002 and maintained such membership uninterrupted through to his retirement date; and

iii. The employee is vested in the Maine State Retirement System at the time of retirement; and,

iv. The employee has completed at least fifteen (15) years of service to the Town of Millinocket immediately prior to retirement; and,

v. The employee retires from the Town of Millinocket.

b. Coverage. The Town shall provide coverage for the eligible employee and the former employee's spouse, if the employee so elects at the time of retirement. The Town shall pay the premium for the former employee, spouse and legally dependent children as defined in the plan. The benefit extends only to the spouse and dependents of the employee at the time of retirement, but the spouse will lose coverage in the event of a divorce, separation or remarriage. For those receiving MRSR disability payments, this benefit extends only to those former employees who continue to qualify to receive disability payments from MSRS until normal retirement age and then qualify for and receive a retirement benefit from MSRS. If a former employee who receives this benefit ceases to qualify, his or her spouse shall not qualify for the benefit. The Town reserves the right to

change providers and coverage from time to time as well as the portion of premiums paid by the Town and former employee (co-payment) with or without prior notice. The Town Council shall retain sole authority to change this benefit so long as the changes treat all eligible employees equally.

c. Medicare. When an individual becomes eligible for Medicare, he must sign up for Medicare B (Major Medical portion). Medicare A (Hospitalization portion) will be automatic when the employee becomes eligible for Social Security. The Medicare benefit is automatically taken out of the Social Security check. This makes Medicare the former employee's primary insurance and the Town's insurance secondary. This includes the former employee's qualified spouse and dependents. Failure to comply with this requirement will result in ineligibility for health insurance under the Town of Millinocket.

ARTICLE 22-A - WELL-BEING BENEFIT

1. The Town will provide a "Well-Being" benefit to encourage employees to remain physically fit and help to reduce on-the-job injuries. The Town will pay 50%, up to a maximum of \$200.00 per year, toward the cost of such a program, which will be chosen by the employee. This benefit will take effect on January 1, 2006 and use the calendar year as the benefit year.

ARTICLE 23 - ITEMS LOST, DAMAGED OR DESTROYED

1. The Town agrees that, during the period of operation of this Agreement, it will reimburse all eligible employees for eye glasses, dentures, rings, or watches lost, damaged, or destroyed while said employee is actually engaged in firefighting or ambulance activities and as verified to and approved by the Fire Chief. All claims must be submitted to the Fire Chief within 24 hours of the occurrence except that a 24 hour leeway may be granted by the Fire Chief if an employee requests and verifies the need for an extension.

ARTICLE 24 - PROBATION PERIOD

1. All appointments shall initially be made for a probationary period of six (6) months. Vacation, PTO, and sick leave will not accrue until sixty (60) days employment have been completed; then accrual will be retroactive to the employee's last date of hire. All appointees heretofore or hereafter retained in service after the completion of such probation shall be deemed permanent employees. Probationary employees shall be subject to the provisions of this agreement, except that the Town shall have the absolute right to terminate such employees without notice and without compliance with the terms of this Agreement, within six (6) months from the commencement of the probationary period. An extension of the period, by agreement of the Union and the Town, may be granted for a period not to exceed six (6) additional months.

ARTICLE 24-A - COPIES OF CONTRACT

1. The Town will provide copies and materials to print copies of the contract for the employees.
2. The Union will provide necessary personnel services to run the copier and collate the pages of the contract.

ARTICLE 25 - MILITARY LEAVE

1. Any permanent employee in a full-time position, who is a member of the National Guard or any branch of the Armed Forces of the United States and is required to undergo field training, shall be allowed a leave of absence with pay for the period of such training, but not to exceed two (2) weeks in any one (1) year. The amount of this compensation shall be the difference between his total military pay and his regular salary as an employee of The Town. If his compensation by the military is equal to or greater than his regular Town salary, no additional Town payment will be made.
2. All employees who shall take military leave in accordance with this Article shall notify the Chief of the Fire Department personally in advance of the date or dates of their required field training.

ARTICLE 26 - BEREAVEMENT

1. Three (3) working days, with pay, shall be allowed in the event of death in the immediate family of an employee of the Department. Immediate family shall mean father, mother, father-in-law, mother-in-law, sister, brother, husband, wife, child, step-parents, step-children, and grandparents. It is understood between the parties hereto that no additional bereavement leave shall be granted for a death occurring during regular scheduled days off, although one day of bereavement leave may be deferred in cases of delayed burials..

ARTICLE 27 - JURY DUTY

1. Any permanent employee in a full-time position shall be granted a leave of absence with pay any day they are required to report for jury duty or jury service.
2. Such employee shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury service, provided jury duty compensation is less.
3. Such employees reporting for jury duty but dismissed in the morning will report for work at 1:00 p.m. for the afternoon shift.

4. Any employee called to attend (work related) off duty court appearance outside of his regularly scheduled shift shall be paid for a minimum of three (3) hours work at his/her current rate of pay, equivalent of his/her effective "overtime hourly rate", less all amounts paid by the State of Maine and /or the Maine Court System for each appearance.

ARTICLE 28 - SAVINGS CLAUSE

1. If any provision of this Agreement shall be contrary to any existing laws or Town Ordinances, such invalidity shall not affect the validity of the remaining provisions.

ARTICLE 29 - AMBULANCE ATTENDANT TRAINING

1. All employees hired after 1/1/1981 must successfully pass an approved EMT course and be licensed at the basic EMT level by the State of Maine within 12 months of their date of hire and must maintain their basic EMT license as a condition of continued employment. If such employee is enrolled in a basic EMT course within 12 months of his last date of hire, the employee will be granted one (1) extension of time to complete the course and to take and pass the recertification and/or licensing examination.

2. Any employee not successfully becoming licensed shall not be assigned to ambulance duty. Any employee who refuses training is subject to his employment being terminated.

3. Employees covered by this Agreement who receive Emergency Medical Technician re- certification training shall have their wages, training costs, and necessary expenses paid for by the Town. Subject to the availability of funds and approval by the Fire Chief, the Town will reimburse the EMT's for tuition, books, and transportation reimbursement not to exceed \$250 to pursue and obtain Intermediate or Paramedic levels obtained on or after July 1, 2008. The Town will reimburse program expenses upon proof of completion and a passing grade. Should the EMT fail to obtain the applicable certification, the EMT will reimburse the Town for the program expenses incurred on the EMT's behalf.

ARTICLE 29-A - FIREFIGHTERS TRAINING

1. Unless excused from scheduled training, all employees must attend scheduled training. Unexcused absences will be disciplined according to the provisions and or process of Section 2 of Article 17.

2. Subject to the availability of funds and approval by the Fire Chief, the Town will reimburse the firefighters for tuition, books, and transportation reimbursement not to exceed \$250 to pursue Firefighter 1 or Firefighter 2 status, obtained on or after July 1, 2008. The Town will reimburse program expenses upon proof of completion and a

passing grade. Should the firefighter fail to obtain the applicable certification, the firefighter will reimburse the Town for the program expenses incurred on the firefighter's behalf.

ARTICLE 30 - TERMINATION

1. This Agreement and all its provisions shall be effective as of January 1, 2018. The execution date of this Agreement shall be the date that the Town and the Union accept its terms and authorize the contract to be signed. The termination date shall be June 30, 2018. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not less than one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and effect during the period of negotiations, unless either party shall give written notice to the other that they desire to terminate this Agreement, such written notice shall be given by either party within thirty (30) days of the termination date.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this ____ day of _____ 2018.

Signed:

For the Town of Millinocket

For the Union

Harold "John" Davis, Town Manager

Sylvia Hebert, AFSCME Representative

Addison Matthews

Matthew Farrington

Thomas Malcolm

EXHIBIT A

PAY SCALE

MILLINOCKET FIRE DEPARTMENT
WAGE SCALE

January 1, 2018 to June 30, 2018

(0% Increase for all steps of Plan and for "Red Circled" Employee)

Pay Level	Basic	Intermediate	Paramedic
1	14.974	15.386	15.850
2	15.428	15.840	16.315
3	16.209	16.748	17.255
4	16.695	17.255	17.772
5	17.191	17.772	18.189

Red Circled Employees 19.035 19.290

(During the term of this agreement, "Red Circled Employee will receive a 0% increase until step 5 of the pay plan equals or exceeds the R.C. hourly rate)

Deputy Chief (Current) 20.803

NOTES:

1. The Second Assistant Chief will receive an annual stipend of \$500.00 payable in quarterly installments. In the first year, the stipend will be prorated to the time of initial appointment.
2. The Town shall reserve the right to hire new employees within the first three (3) levels of pay scale, based on the experience, certification levels(s) and other qualifications of the applicant.
3. On the Employee's anniversary date they shall advance one step on pay level.

PROVIDING FOR: Ratification of Union Agreement with Fire/Ambulance Employees.

IT IS ORDERED that the attached union contract with the Fire/Ambulance Employees as negotiated with American Federation of State, County, and Municipal Employees (AFSCME) Council 93 is hereby ratified for the period of July 1, 2018, to June 30, 2021.

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: _____

ORDER #41-2018

PROVIDING FOR: Authorization to provide Ambulance Protection to Penobscot County.

IT IS ORDERED that the Millinocket Town Council authorize the Town Manager to file all the necessary paperwork to execute a five-year contract to provide ambulance service to Penobscot County. A copy of this agreement is attached to this order.

PASSED BY THE COUNCIL: _____

ATTEST: _____

**PENOBSCOT COUNTY/TOWN OF MILLINOCKET
AMBULANCE PROTECTION AGREEMENT**

This agreement is entered into this _____ day of _____, 2018 by and between the inhabitants of the Town of Millinocket, a body politic and corporate, located in the County of Penobscot, State of Maine, hereinafter referred to as "Millinocket" and the County of Penobscot, an organized county within the State of Maine, hereinafter referred to as "Penobscot County".

WITNESSETH

Millinocket and Penobscot County, in consideration of the mutual covenants and stipulations set forth, herein agree as follows;

ARTICLE ONE

The Town of Millinocket agrees to provide Penobscot County with ambulance service from July 1, 2018 through June 30, 2023 in accordance with the terms and conditions set fourth herein. Penobscot County agrees to pay Millinocket an annual stipend per the schedule listed below.

2018-2019	\$4,919.47
2019-2020	\$5,067.06
2020-2021	\$5,219.08
2021-2022	\$5,375.66
2022-2023	\$5,536.93

ARTICLE TWO

The purpose of this agreement is to enable Penobscot County to acquire ambulance service from the Town of Millinocket for the Unorganized Territories of T2 R8 WELS, T1 R8 WELS, T3 IP, T4 IP, Veazie Gore, Long A, Hopkins Academy Grant and T3 R9, located in Penobscot County adjacent to Millinocket.

ARTICLE THREE

The Town of Millinocket shall;

- 3.1 maintain ownership of the ambulance vehicles.
- 3.2 provide garage facilities for any ambulance.
- 3.3 provide maintenance of the ambulance vehicles and emergency equipment to assure effective service.
- 3.4 provide all necessary liability insurance for the ambulance.
- 3.5 provide all necessary personnel to operate the ambulance equipment.
- 3.6 be responsible for compensating all personnel.
- 3.7 be responsible for providing all necessary insurance coverage for said personnel, included but no limited to, workers compensation coverage.
- 3.8 be responsible for and by using all firmness, fairness, impartiality, tact and legal means which cause the promotion of the collection of accounts for any and all ambulance calls. Penobscot County is not and will not be responsible for paying any bills or the collection of any delinquent accounts.

- 3.9 maintain schedules for ambulance personnel to assure quick response time.
3.10 maintain a backup relationship, when available, with other ambulance services to assure coverage when the Town of Millinocket ambulance service is unavailable.

ARTICLE FOUR

Millinocket shall provide Penobscot County ambulance service for the Unorganized Territories identified in Article Two on a first come, first serve basis, 24 hours a day.

ARTICLE FIVE

Millinocket shall provide the above ambulance service, whether requested by Penobscot County or by any other person located within any of the Unorganized Territories identified in Article Two, upon properly identifying themselves and providing the appropriate information and location of the incident within the Unorganized Territory.

ARTICLE SIX

- 6.1 Millinocket and Penobscot County agree not to assign this agreement, or any part herein, without the written consent of the other party.
6.2 any assignment of this agreement shall be in writing.
6.3 this agreement shall not limit Penobscot County from supplementing the above ambulance service with another service, municipal or private.

ARTICLE SEVEN

- 7.1 annual renewal of this agreement shall be automatic by the mutual consent of both parties
7.2 either party may terminate this agreement at any time, for cause, with ninety (90) days notice.

IN WITNESS WHEREOF, the parties to this agreement have executed the same in triplicate on this _____ day of _____ 2018, and hereunto set their hands.

TOWN OF MILLINOCKET

Michael Madore

James C. Cook

Gilda Stratton

COUNTY OF PENOBSCOT

Peter K. Baldacci, Chairman

Thomas J. Davis, Jr.

Laura Sanborn

PROVIDING FOR: Authorization to provide Fire Protection to Penobscot County.

IT IS ORDERED that the Millinocket Town Council authorize the Town Manager to file all the necessary paperwork to execute a three-year contract to provide fire protection to Penobscot County. A copy of this agreement is attached to this order.

PASSED BY THE COUNCIL: _____

ATTEST: _____

**PENOBSCOT COUNTY/TOWN OF MILLINOCKET
FIRE PROTECTION AGREEMENT**

This agreement is entered into this _____ day of _____, 2018 by and between the inhabitants of the Town of Millinocket, a body politic and corporate, located in the County of Penobscot, State of Maine, hereinafter referred to as "Millinocket" and the County of Penobscot, an organized county within the State of Maine, hereinafter referred to as "Penobscot County."

WITNESSETH

Millinocket and Penobscot County, in consideration of the mutual covenants and stipulations set forth, herein agree as follows:

ARTICLE ONE

The Town of Millinocket agrees to provide Penobscot County with fire protection service from July 1, 2018 through June 30, 2021 in accordance with the terms and conditions set forth herein. Penobscot County agrees to pay the Town of Millinocket an annual stipend per the schedule listed below.

2018-2019	\$3,593.08
2019-2020	\$3,700.88
2020-2021	\$3,811.91

ARTICLE TWO

The purpose of this agreement is to enable Penobscot County to acquire fire protection service from the Town of Millinocket for the Unorganized Territories of T2 R8 WELS, T1 R8 WELS, T3 IP, T4 IP, Veazie Gore, Long A, Hopkins Academy Grant and T3 R9 NWP located in Penobscot County adjacent to Millinocket. This agreement excludes wild land fires, which are the responsibility of the Maine Forest Service.

ARTICLE THREE

Once the annual payment is satisfied, Penobscot County shall pay Millinocket per the fee schedule below:

- 3.1 for the use of mobile fire equipment, \$225.00 per hour
- 3.2 for the use of portable pump apparatus, 100 to 300 gpm \$50.00 for the first hour and \$30.00 for every hour thereafter
- 3.3 for the use of small hand tools and equipment, \$50 per incident
- 3.4 for the service of regular firemen, the prevailing union wage rate of \$30.56 per hour with a 4 hour minimum, for each man attending the incident, pursuant to this contract and for the services of volunteer firemen, the prevailing volunteer wage rate of \$12.69 per hour for each volunteer fireman attending the incident, pursuant to this contract. The County of Penobscot shall pay no more than the contract wage for full and/or call firefighters per hour and will pay no overtime wages. Penobscot County will pay a one hour minimum (except for regular firefighters being paid the union wage as stated above) with all other time billed to the nearest quarter hour from time of plectron to return to station.

- 3.5 Wages and equipment fees are subject to change, upon written agreement by both parties, as union contracts are re-negotiated in subsequent years.
- 3.6 The Town of Millinocket shall invoice Penobscot County within 30 days of each incident.
- 3.6 Penobscot County shall track the invoices and will pay The Town of Millinocket for any amount that has been billed in excess of the annual stipend within 30 days of receipt of the invoice.

ARTICLE FOUR

Millinocket shall provide Penobscot County fire protection service for the Unorganized Territories identified in Article Two on a first come, first serve basis, 24 hours a day.

ARTICLE FIVE

- 5.1 Millinocket shall provide the above fire protection service, whether requested by Penobscot County or by any other person located within any of the Unorganized Territories identified in Article Two, upon properly identifying themselves and providing the fire information and location in the Unorganized Territory.
- 5.2 Millinocket shall provide the necessary equipment and personnel to adequately provide fire protection.
- 5.3 Millinocket may recall fire equipment and personnel from an Unorganized Territory if a fire occurs concurrently and the fire equipment and/or personnel are needed in the Town of Millinocket. The Incident Commander shall have the authority to withdraw equipment and/or personnel in conformity with this contract.
- 5.4 Millinocket Fire Department shall notify the State Fire Marshall's Office, where appropriate, including but not limited to, arson fires.

ARTICLE SIX

- 6.1 Millinocket and Penobscot County agree not to assign this agreement, or any part herein, without the written consent of the other party.
- 6.2 any assignment of this agreement shall be in writing.
- 6.3 this agreement shall not limit Penobscot County from supplementing the above fire protection service with other equipment and/or personnel.

ARTICLE SEVEN

- 7.1 annual renewal of this agreement shall be automatic by the mutual consent of both parties
- 7.2 either party may terminate this agreement at any time, for cause, with ninety (90) days written notice

IN WITNESS WHEREOF, the parties to this agreement have executed the same in triplicate on this _____ day of _____ 2018, and hereunto set their hands.

PENOBSCOT COUNTY

Witness

Peter K. Baldacci, Chairman

Thomas J. Davis, Jr.

Laura Sanborn

TOWN OF MILLINOCKET

Witness

Michael D. MacBee

Jonah E. Clark

Nicola Stratton

PROVIDING FOR: Ad for Millinocket Performing Arts Program.

IT IS ORDERED that the Millinocket Town Council grant approval for a full-page black and white ad in the Millinocket Performing Arts Programs at a cost of \$150.00.

NOTE: There are three other options available:

1. A full-page color ad for \$300.00.
2. A \$75.00 half-page black and white ad for \$75.00.
3. A quarter-page black and white ad for \$40.00.

PASSED BY THE COUNCIL: _____

ATTEST: _____

Millinocket Performing Arts Boosters

*c/o Stearns Junior-Senior High School, 199 State Street
Millinocket, ME 04462*

207-723-6430

Feb. 26, 2018

Dear Friends –

The Millinocket Performing Arts Boosters and Stearns Jr/Sr High School are again hosting the 2018 Maine Music Educators Association's Junior High Instrumental State Jazz Festival as well as the Junior and Senior High Vocal Jazz Festivals.

The instrumental festival will take place March 24 while the vocal jazz festival is April 6 & 7.

As part of the festival we provide programs for attendees and participants. We have been able to produce high quality programs thanks to the generous advertising purchased by you – thank you.

We are again soliciting ads for that program at the same prices as the previous two years - \$300 full page Color, \$150 full page B&W, \$75 half page B&W and \$40 quarter page B&W. These prices are for ads in BOTH festival programs.

We also provide festival awards to participants and have opportunities for sponsorships. We are seeking a total of \$1,500 for those awards. Those who sponsor awards will receive special recognition in our programs.

If you are interested in advertising with us again – THANK YOU – and please contact me at sfarrington@zwi.net or 447-0122; or Avern Danforth at danforthab@myfairpoint.net or 723-9536.

We can design an ad for you or you may submit one camera ready. Our deadline for ad copy is March 14. If paying by check please make it payable to Stearns Jr/Sr High School and denote "festival advertising" in the memo line.

As always, thank you for your continued support of the arts and our programs!

Shelley Farrington, president Millinocket
Performing Arts Boosters

PROVIDING FOR: Snowmobile Trail Use Permit.

IT IS ORDERED that the Millinocket Town Council authorize the approval of a Snowmobile Trail Use Permit to the Northern Cruisers/Moose Shed Inn for an eight-foot wide route over the lands to be used on the attached map.

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

PASSED BY THE COUNCIL: _____

ATTEST: _____

SNOWMOBILE TRAIL USE PERMIT

☐ With Bridge ☒ Without Bridge

THIS PERMIT, is granted this ____ day of Feb, 20 18, by Town of Millinocket
Permittor(s)
to the Northern Timber Cruisers/Moose shed Permittee(s)
a snowmobile route. Said Town of Millinocket, the (recorded owner or lessees) grants this
Permittor(s)
permit over and upon the following described premises situated in the County of

Penobscot County, Millinocket Township/Municipality, in the State of Maine for the period
from 02/22/2018 to _____
Date Date

1. This permit shall terminate upon sale of the land, or upon notification in writing to the Permittee(s) thirty days (30) prior to termination by the Permittor(s).
2. The said snowmobile route shall be open to the general public without charge for snowmobile purposes and shall be properly signed to direct snowmobile traffic and notify motor vehicle traffic on road crossings.
3. The Permittor(s) or his/their authorized representatives shall at all times have the right to enter upon said snowmobile route for any purpose necessary to carry out his power and duties.
4. The permit is for a 8 foot wide route over the lands to be used as depicted on the attached map.
5. The Permittor(s) shall have the right to close said snowmobile route with the advance written notice to the Permittee.
6. All rubbish, debris, and garbage of any nature or kind arising out of the use of the trail shall be promptly picked up and disposed of properly.
7. It is understood that the Permittor(s) assumes NO LIABILITY for injuries and damages that may be suffered on said trail in accordance with Title 14,159-A.
8. The Permittee(s) agrees that no trees will be cut that are greater than 2 inches in diameter, unless an additional permit is granted by the Permittor(s). Permittee(s) may remove debris or down trees which may obstruct the trail without additional permission of Permittor.
9. The Permittee(s) AGREE to provide a PROTECTIVE LIABILITY INSURANCE POLICY NAMING THE PERMITTOR(S) AS THE INSURED up to the limits of \$400,000.00 per occurrence which includes legal fees associated with litigation.
10. The Permittor(s) ☒ AGREE/ ☐ DISAGREE allow the use of ALL-TERRAIN VEHICLES and WHEELED VEHICLES on approved snowmobile route for ADMINISTRATIVE PURPOSES ONLY.
11. This permit prohibits future claims of adverse possession and/or prescriptive use by Permittee(s) for the permitted snowmobile route
12. Permission to Map Yes ☒ No ☐
13. Permission to install cameras to help law enforcement with trespass, dumping or other issues? Yes ☒ No ☐
14. ☐ If checked, this trail use permit includes bridge(s) and Club will obtain all permits (DEP/LUPC) for trail bridges and maintain them at the club's expense.

Landowner Signature

02/21/2018
Date

Mary Olivia Trail Master N.T.C.
Club/Town & Club Representative Signature

Snowmobile Trail

Snowmobile trail from KG Trail to the Moose Shed Inn

- Legend**
-  Moose Shed Inn Trail

