

TENTATIVE AGENDA
PUBLIC HEARING and REGULAR COUNCIL MEETING IN COUNCIL CHAMBERS and via Zoom
THURSDAY, AUGUST 27TH, 2020
4:30 PM

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

1. Roll Call
2. Pledge of Allegiance
3. Approval of Minutes: Executive Session July 22, 2020.
4. Adjustments to the Agenda

OLD BUSINESS:

NEW BUSINESS:

5. Special Presentations: n/a
6. **ORDINANCE #6-2020 1st Public Hearing** – An Amendment to Chapter 23 Planning Board of the Town of Millinocket Code.
7. Town Manager’s Report
8. ORDER #202-2020 Execution of the Warrant for August 27, 2020
9. ORDER #203-2020 Approval of Planning Board Application (Danforth)
10. ORDER #204-2020 Authorization for Town Manager to Sign TIF Grant Letter
11. ORDER #205-2020 Authorization to Enter into an Agreement by and Between the Town of Millinocket and the Millinocket Regional Hospital
12. ORDER #206-2020 Approval of a Procedure for Fire & EMS/ALS Mutual Aid Between the Town of Millinocket and the Town of Medway Fire Departments
13. ORDER #207-2020 New Multi-Use Airport Building -Millinocket Municipal Airport
14. ORDER #208-2020 Acceptance of Bid for Ram 1500 4x4 Crew Cab -Police Department
15. ORDER #209-2020 The Establishment of a Millinocket Town Charter Review Committee (MTCRC)
16. ORDER #210-2020 Extension of Agreement – Our Katahdin
17. ORDER #211-2020 Authorization to Enter into a Cooperative Agreement for Replacement of Detective Benjamin Campbell Bridge
18. Reports and Communications:
 - a. Warrant Committee for September 10th, 2020 Council Meeting: Chair McEwen and Councilor Pelletier.
 - b. Chair’s Committees Reports

c. Two Minute Public Comment

19. Adjournment:

The Town of Millinocket will enforce Social Distancing Mandate Regulations. Public Comments and Zoom attendance requests can be emailed to the Town Manager Prior to the Meeting: manager@millinocket.org or call (207) 723-7000 Ext.5 to make special arrangements. The meeting is also streamed live for your convenience @ townhallstreams.com, find the direct links on our website @ millinocket.org. We thank you for complying.

****Stay Healthy, Stay Safe****

**PROVIDING FOR: Authorization to Enter into A Cooperative Agreement
For Replacement of Detective Benjamin Campbell Bridge**

WHEREAS, the Detective Benjamin Campbell Bridge in Township 3 Indian Purchase is in need of replacement; and

WHEREAS, the existing facility has snowmobile and ATV bridge which facilitates Snowmobile and ATV traffic to and from the Town of Millinocket; and

WHEREAS, the existing snowmobile and ATV bridge requires users to cross Route 11 on both sides of the bridge from the existing trail system which is a traffic hazard; and

WHEREAS, the existing snowmobile and ATV bridge is difficult to remove snow from which results in users crossing the West Branch of the Penobscot River on the motor vehicle bridge which is a safety hazard; and

WHEREAS, the Maine Department of Transportation is responsible for replacing the Detective Benjamin Campbell Bridge and as part of that project has agreed to include a new snowmobile and ATV bridge as part of the Detective Benjamin Campbell Bridge; and

WHEREAS, the cost of the new snowmobile and ATV bridge is approximately \$860,000 and the Maine Department of Transportation has include funding for all but \$250,000 of the cost as part of its project; and

WHEREAS, the Northern Timber Cruisers have been working with the Maine Department of Transportation to include a new snowmobile and ATV bridge as part of the project; and

WHEREAS, the Northern Timber Cruisers have been working with the Penobscot County Commissioners to secure funding for the \$250,000 of additional funds needed for the snowmobile and ATV bridge; and

WHEREAS, the Maine Department of Transportation cannot contract for the funding with an entity such as the Northern Timber Cruisers; and

WHEREAS, the Northern Timber Cruisers have requested that the Town enter into a Cooperative Agreement with the Maine Department of Transportation to facilitate construction of the new snowmobile and ATV bridge.

NOW THEREFORE,

IT IS ORDERED that the Town Manager is authorized and directed to execute and deliver to the State the State of Maine Department of Transportation Cooperative Agreement on file in the Town Office concerning replacement of the Detective Benjamin Campbell Bridge; and

IT IS FURTHER ORDERED that the actions of the Town Manager in negotiating the terms and conditions of the Cooperative Agreement are ratified and confirmed and that the Town Manager, with the approval of the Chairman of the Town Council and the approval of the Town Attorney, is authorized to make such further changes to the Cooperative Agreement, other than the total cost of the Agreement, as he deems necessary to finalize the Agreement.

PASSED BY THE COUNCIL: _____

ATTEST: _____



<i>Internal use only</i>
TEDOCS #: _____
CTM #: _____
CSN #: _____
PROGRAM: <u>Bridge</u>

STATE OF MAINE DEPARTMENT OF TRANSPORTATION
COOPERATIVE AGREEMENT
Receivable

Project Location: T3 Indian Purchase Township	Agreement Receivable Amount: \$250,000.00
State W.I.N. #:	Agreement Begin Date: <i>(For MaineDOT Use Only)</i>
Federal W.I.N. #:	Agreement Expiration Date: 12/31/2022
Vendor Customer #: 17A20469	Project Sequence Number: 76820

This Cooperative Agreement (**Agreement**) is entered into by and between the **MAINE DEPARTMENT OF TRANSPORTATION (MaineDOT)**, an agency of state government with its principal administrative offices located on Child Street, Augusta, Maine, and the town of **MILLINOCKET**, a municipal corporation located at 197 Penobscot Avenue, Millinocket, ME 04462-1430, in Penobscot County (hereinafter the "**Municipality**"), collectively referred to as the "**Parties**".

WHEREAS, MaineDOT will be replacing the Detective Benjamin Campbell bridge (#3666) (the "**Project**") which spans over the Penobscot River and is located in T3 Indian Purchase Township. Bridge #3666 is located 0.10 of a mile north of the North Twin Dam Road. The Project will include the installation of a 10' wide raised concrete snowmobile/ATV trail (**Trail**).

WHEREAS, the inclusion of the Trail in the Project is of significant interest to the Municipality because it will enhance recreational activity in the area.

WHEREAS, the Municipality agrees to share in the cost of including the Trail in the Project.

WHEREAS, upon completion of the Project the Municipality will not be responsible for any maintenance responsibilities for the Trail or the replacement bridge.

WHEREAS, MaineDOT will complete the work in support of the Project between the execution date of this Agreement and October 28, 2022.

WHEREAS, MaineDOT estimates the total Project cost at \$8,787,500.00.

NOW THEREFORE, the Parties hereby agree as follows:

MUNICIPALITY SHALL:

- A. Make a total payment of \$250,000.00 to MaineDOT in support of the Project.
- B. Make its payment within 30 days from receipt of an invoice from MaineDOT.

MAINEDOT SHALL:

- A. Administer the Project.
- B. Pay all project costs subject to the cost sharing by the Municipality.
- C. Upon completion of the Project, invoice the Municipality for the total amount stated above. The estimated Project completion date is stated in the Payment Schedule section of this Agreement.

Payment Schedule:

Entity	Payment Amount	Estimated Invoice Date
Municipality	\$250,000.00	10/28/2022

State of Maine’s Rights of Set-Off. MaineDOT shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the state’s option to withhold for the purposes of set-off monies due the Municipality up to any amounts due and owing to MaineDOT with regard to this Agreement any other Agreement, any other Contract with any State Department or Agency, including any Contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. MaineDOT shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by MaineDOT, its representatives, or the State Controller. *When applicable, MaineDOT reserves the right to withhold or reduce future Local Road Assistance payments to the Municipality for purposes of set-off to recover the amount owed.*

Non-Appropriation. Notwithstanding any other provision of this Agreement, if MaineDOT does not receive sufficient funds to fund this Agreement and other obligations of MaineDOT, if funds are de-appropriated, or if MaineDOT does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then MaineDOT is not obligated to move forward with the Project.

Indemnification. To the extent permitted by law, the Municipality shall indemnify and hold harmless MaineDOT, its agents and employees from all claims, suits or liabilities arising from any negligent or wrongful act, error or omission by Municipality, its consultants or contractors. Nothing herein shall waive any defense, immunity, or limitation of liability that may be available under the Maine Tort Claims Act (14 M.R.S. Section 8101 et seq.) or any other privileges or immunities provided by law.

Termination. MaineDOT may postpone, suspend, abandon or otherwise terminate this Agreement upon thirty (30) days written notice to the Municipality and in no event, shall any such action be deemed a breach of contract. Postponement, suspension, abandonment or termination may be taken for any reason by MaineDOT.

Notice. Any communications, requests or notices required or appropriate to be given under this Agreement shall be in writing and mailed via U.S. Mail, Certified or Registered, Return Receipt Requested or sent via a recognized commercial carrier such as, but not limited to Federal Express, that requires a return receipt

delivered to the sending party. Alternatively, communication may be sent via email and shall satisfy the delivery requirements of this section through express acknowledgement of receipt by the receiving party. Said communications, requests or notices shall be sent to the other party as follows:

Contact Information.

MaineDOT
24 Child Street
16 State House Station
Augusta, ME 04333-0016
Attn: Andrew Lathe
Email: Andrew.w.lathe@maine.gov

Town of Millinocket
197 Penobscot Avenue
Millinocket, ME 04462-14300
Attn: John Davis, Town Manager
Email: manager@millinocket.org

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective on the day and date last signed.

TOWN OF MILLINOCKET

Date: _____

By*: _____
Print Name: John Davis, Town Manager

STATE OF MAINE DEPARTMENT OF TRANSPORTATION

Date: _____

By*: _____
Print Name: Richard J. Crawford, P.E., Director
Bureau of Project Development

**I certify that the foregoing signature is true and accurate. and if electronic, I further certify that it (a) is intended to have the same force as a manual signature, (b) is unique to myself, (c) is capable of verification, (d) is under the sole control of myself, and (e) is linked to data in such a manner that it is invalidated if the data are changed. 10 M.R.S.A. §9502, et seq.*