

TENTATIVE AGENDA  
SPECIAL TOWN COUNCIL MEETING in COUNCIL CHAMBERS  
& PUBLIC ATTENDANCE via ZOOM ONLY  
THURSDAY, OCTOBER 1<sup>ST</sup>, 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: Special Town Council meeting for September 24, 2020.
4. Adjustments to the Agenda

**OLD BUSINESS:**

**NEW BUSINESS:**

5. Special Presentations: n/a
6. ORDER #235-2020 Execution of the Warrant for October 1, 2020
7. ORDER #236-2020 Approval of Victualer’s License Application (House of Pizza)
8. ORDER #237-2020 Approval of Chamber of Commerce Membership
9. ORDER #238-2020 Approval of Citizens’ Institute on Rural Design Grant Expenditure (CIRD Grant)
10. ORDER #229-2020 Acceptance of Gloria C. MacKenzie Foundation Grant Award
11. ORDER #240-2020 Approval to Carry Forward FY20 Capital Budget \$60,605
12. ORDER #241-2020 Approval of Part Time Town Office Help
13. ORDER #242-2020 Authorization for the Council Chairman to Sign Due to the Town Manager Vacancy
14. 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](mailto: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](http://townhallstreams.com), find the direct links on our website @ [millinocket.org](http://millinocket.org). We thank you for complying.**

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

September 24, 2020

The Special Meeting was brought to order in Council Chambers and via Zoom at 3:05 pm by Chair McEwen

Roll Call:

Pelletier	Jackson
Stratton	Golieb
Madore	Pray
McEwen	

Also, in attendance: Town Clerk Diana M. Lakeman, Town Attorney, Zoom Account Manager Richard Angotti, Jr.

**ORDER #230-2020 PROVIDING FOR: EXECUTIVE SESSSION OF THE TOWN COUNCIL**

IT IS ORDERED that the Millinocket Town Council enter into executive session pursuant to Title 1 M.R.S.A. Section 405.6(A) for discussion of a personnel matter with the Town Manager and the Town's attorney.

Motion- Madore      Second-Stratton      Vote 7-0

In @3:07pm, Clerk left.

Adjourn @ 3:28 pm

**ORDER #231-2020 PROVIDING FOR: EXECUTIVE SESSSION OF THE TOWN COUNCIL**

IT IS ORDERED that the Millinocket Town Council enter into executive session pursuant to Title 1 M.R.S.A. Section 405.6(E) for discussion with its legal counsel concerning its legal rights and obligations.

Motion – Pray      Second – Golieb      Vote 7-0

In @ 3:28pm

Adjourn @ 3:45 pm -Motion-Madore      Second-Golieb      Vote 7-0

ORDER #235-2020

PROVIDING FOR: Execution of the Warrant for October 1<sup>st</sup>, 2020

IT IS ORDERED that the Warrant for October 1, 2020 in the amount of \$1,17.50 is hereby approved.

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

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

ORDER #236-2020

PROVIDING FOR: Approval of an Application for a Victualer License Application for James Lawrence.

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

James Lawrence, 364 Katahdin Ave  
d/b/a  
Millinocket House of Pizza, LLC, 782 Central Street

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

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

pd  
# 1036

TOWN OF MILLINOCKT

APPLICATION FOR A VICTUALERS LICENSE

1. NAME OF APPLICANT James Lawrence

2. PHONE NUMBER OF APPLICANT 207-380-3624

3. RESIDENCE OF APPLICANT 364 Katahdin Ave

4. NAME OF BUSINESS Millinocket House of Pizza LLC

5. PHONE NUMBER OF BUSINESS 207-723-4528

6. BUSINESS ADDRESS 782 Central ST

7. NATURE OF BUSINESS Pizza Restaurant

8. LOCATION TO BE USED 782 Central ST

9. RESIDENCE OF APPLICANT IN LAST FIVE YEARS

364 Katahdin Ave millinocket Me.  
175 Old Ferry Rd Wiscasset Me

10. LIST OF PRINCIPAL OFFICERS, TITLES, AND ADDRESSES FOR THE PAST THREE YEARS

James Lawrence owner

11. DESCRIPTION OF PREMISES TO BE LICENSED

Pizza And sandwiches

(PLEASE INCLUDE CURRENT COPY OF YOUR STATE OF MAINE DEPARTMENT OF HUMAN SERVICES FOOD VENDOR'S LICENSE)

# State of Maine

DEPARTMENT OF HEALTH AND HUMAN SERVICES

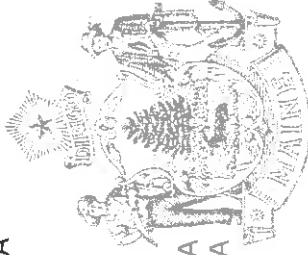
**EST ID: 5862**

EATING PLACE TIER 2 38 Seats (in)

MILLINOCKET HOUSE OF PIZZA  
782 CENTRAL ST  
MILLINOCKET ME 04462

EXPIRES: 08/24/2021

FEE: \$195.00



ATTN JAMES LAWRENCE  
MILLINOCKET HOUSE OF PIZZA  
MILLINOCKET HOUSE OF PIZZA  
782 CENTRAL ST  
MILLINOCKET ME 04462

*Jeannette M. Lombardi*

Commissioner

NON-TRANSFERABLE

BUSINESS Millinocket  
House of Pizza, LLC

ORDER # 236-2020

COVER SHEET FOR LIQUOR, ENTERTAINMENT OR VICTUALER LICENSE  
APPLICATIONS



TAXES ARE CURRENT- <sup>Rental</sup> (RE.) (N/A) <sup>(P.P.)</sup> Yes  No



WASTEWATER IS CURRENT Yes  No



POLICE INCIDENTS IN THE PAST YEAR Yes  No

(IF APPLICABLE PLEASE LIST)

**PP Account 244 Detail**  
**as of 09/28/2020**

Name: MILLINOCKET HOUSE OF PIZZA LLC

Location: 782 CENTRAL STREET

Assessment: 14,200

2021-1 Period Due:  
1) 241.40  
2) 241.40

Mailing Address: C/O JAMES L LAWRENCE  
364 KATAHDIN AVENUE  
MILLINOCKET ME 04462

Year	Date	Reference	P	C	Principal	Interest	Costs	Total
2021-1	R				482.80	0.00	0.00	482.80
2020-1	R				0.00	0.00	0.00	0.00
2019-1	R				0.00	0.00	0.00	0.00
2018-1	R				0.00	0.00	0.00	0.00
2017-1	R				0.00	0.00	0.00	0.00
2016-1	R				0.00	0.00	0.00	0.00
2015-1	R				0.00	0.00	0.00	0.00
2014-1	R				0.00	0.00	0.00	0.00
2013-1	R				0.00	0.00	0.00	0.00
2012-1	R				0.00	0.00	0.00	0.00
2011-1	R				0.00	0.00	0.00	0.00
2010-1	R				0.00	0.00	0.00	0.00
2009-1	R				0.00	0.00	0.00	0.00
Account Totals as of 09/28/2020					482.80	0.00	0.00	482.80

Note: Payments will be reflected as positive values and charges to the account will be represented as negative values.



**UT Account 124317 Detail**  
**as of 09/28/2020 - Sewer**

Name: JLP LLC, C/O LAWRENCE, JAMES

HOUSE OF PIZZA #4462  
364 KATAHDIN AVENUE  
MILLINOCKET, ME 04462

Location: 782 CENTRAL STREET  
RE Acct: 0      Map/Lot: U10-092

Bill	Date	Reference	C	Principal	Tax	Interest	Costs	Total
245	08/21/20			100.00	0.00	0.18	0.00	100.18
241	04/29/20			0.00	0.00	0.00	0.00	0.00
238	01/30/20			0.00	0.00	0.00	0.00	0.00
234	10/30/19			0.00	0.00	0.00	0.00	0.00
228	07/31/19			0.00	0.00	0.00	0.00	0.00
220	04/24/19			0.00	0.00	0.00	0.00	0.00
216	01/30/19			0.00	0.00	0.00	0.00	0.00
208	10/24/18			0.00	0.00	0.00	0.00	0.00
201	08/08/18			0.00	0.00	0.00	0.00	0.00
197	04/20/18			0.00	0.00	0.00	0.00	0.00
191	01/30/18			0.00	0.00	0.00	0.00	0.00
185	10/27/17			0.00	0.00	0.00	0.00	0.00
182	07/28/17			0.00	0.00	0.00	0.00	0.00
176	04/14/17			0.00	0.00	0.00	0.00	0.00
171	01/27/17			0.00	0.00	0.00	0.00	0.00
166	10/20/16			0.00	0.00	0.00	0.00	0.00
162	08/05/16			0.00	0.00	0.00	0.00	0.00
158	04/15/16			0.00	0.00	0.00	0.00	0.00
151	01/27/16			0.00	0.00	0.00	0.00	0.00
148	10/30/15			0.00	0.00	0.00	0.00	0.00
141	07/27/15			0.00	0.00	0.00	0.00	0.00
138	04/28/15			0.00	0.00	0.00	0.00	0.00
135	01/16/15			0.00	0.00	0.00	0.00	0.00
134	10/27/14			0.00	0.00	0.00	0.00	0.00
127	07/29/14			0.00	0.00	0.00	0.00	0.00
123	04/23/14			0.00	0.00	0.00	0.00	0.00
119	01/31/14			0.00	0.00	0.00	0.00	0.00
110	10/25/13			0.00	0.00	0.00	0.00	0.00
109	07/26/13			0.00	0.00	0.00	0.00	0.00
103	04/29/13			0.00	0.00	0.00	0.00	0.00
102	01/18/13			0.00	0.00	0.00	0.00	0.00
97	10/23/12			0.00	0.00	0.00	0.00	0.00
94	07/26/12			0.00	0.00	0.00	0.00	0.00
91	04/30/12			0.00	0.00	0.00	0.00	0.00
86	01/31/12			0.00	0.00	0.00	0.00	0.00
83	10/21/11			0.00	0.00	0.00	0.00	0.00
80	07/25/11			0.00	0.00	0.00	0.00	0.00
77	04/25/11			0.00	0.00	0.00	0.00	0.00
74	01/20/11			0.00	0.00	0.00	0.00	0.00
68	10/18/10			0.00	0.00	0.00	0.00	0.00
64	07/16/10			0.00	0.00	0.00	0.00	0.00
59	04/16/10			0.00	0.00	0.00	0.00	0.00
56	01/15/10			0.00	0.00	0.00	0.00	0.00
51	10/21/09			0.00	0.00	0.00	0.00	0.00
47	07/15/09			0.00	0.00	0.00	0.00	0.00
43	04/17/09			0.00	0.00	0.00	0.00	0.00
40	01/20/09			0.00	0.00	0.00	0.00	0.00

## Diana Lakeman

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**From:** Craig Worster  
**Sent:** Tuesday, September 29, 2020 2:31 PM  
**To:** Diana Lakeman  
**Subject:** RE: request of incidents

They are clear.

*Craig Worster*

*Chief of Police  
Millinocket Police Department.  
207-723-9731  
207-723-7019  
207-350-5018 (cell)  
207-723-7004 (Fax)*

**This message (including any attachments) is intended only for the use of the individual or entity it is addressed and may contain information that is non-public, privileged, confidential, and exempt from disclosure under applicable law or may constitute as attorney work product. If you are not the intended recipient, you are hereby notified that any use, dissemination, distribution, or copying of this communication is strictly prohibited. Delete this message immediately if you have received this in error. Thank you.**

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**From:** Diana Lakeman <townclerk@millinocket.org>  
**Sent:** Monday, September 28, 2020 7:10 PM  
**To:** Craig Worster <ChiefWorster@millinocket.org>  
**Subject:** request of incidents

Request of incidents, if applicable, for a Victualer's License application to be brought to order on 10/1/2020 for the business located at:

- 782 Central Street, James Lawrence, d/b/a Millinocket House of Pizza.

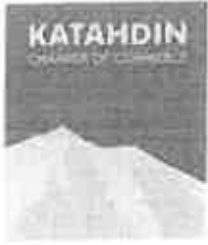
*Diana M. Lakeman*  
Town Clerk/Deputy Tax Collector  
Registrar of Voters  
197 Penobscot Avenue  
Millinocket, Maine 04462  
Telephone: 207-723-7007  
Fax: 207-723-7002  
[townclerk@millinocket.org](mailto:townclerk@millinocket.org)

**PROVIDING FOR:** Chamber of Commerce Membership

**IT IS ORDERED** that the Millinocket Town Council approve the 2020-2021 membership in The Katahdin Area Chamber of Commerce for \$1,500.

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

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



# INVOICE

Date: 9/25/20

To Town of Millinocket  
Millinocket, ME. 04462  
(207) 723-7000

Qty	Description	Unit Price	Line Total
1	KCC Membership Dues – Municipality	\$1500	\$1500

E 0112 - 2006  
#0107

Total \$1500

Make all checks payable to Katahdin Chamber of Commerce

**Thank you for your support!**

Katahdin Chamber of Commerce 1029 Central St. Millinocket, ME. 04462 Phone: (207) 723-4443  
Email: info@katahdinmaine.com

**PROVIDING FOR:** Citizens' Institute on Rural Design Grant Expenditure (CIRD Grant)

**IT IS ORDERED** that the Millinocket Town Council approve the CIRD Grant expenditures of \$629.90 for materials and \$1,017.50 for meals from the CIRD Grant (E0115-0550). This will leave an unspent CIRD Grant balance of \$8,352.60.

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

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

**John Davis**

**From:** Lucy Van Hook <lucy@ourkatahdin.com>  
**Sent:** Monday, September 21, 2020 10:20 AM  
**To:** John Davis; Cody McEwen  
**Subject:** CIRD purchase order

Hello John and Cody,

For the CIRD workshop (this week!), I have put in an order of materials for the outdoor events Tuesday and Wednesday. Sterns Lumber needs the Town to call and provide a Purchase Order, or approve the order for payment before they can deliver the materials to Millinocket Heritage Square tomorrow.

John, can you please call Sterns today and approve the order? It is listed under "CIRD Milly". The total is \$629.90. I spoke with Pat. The number is (207) 723-5144

Many thanks!  
Lucy

Lucy Van Hook  
Community Development Director  
Our Katahdin – Where Ideas Meet Action



## TOWN OF MILLINOCKET

197 Penobscot Avenue  
Millinocket, ME 04462

Tel.: (207) 723-7000 • Fax: (207) 723-7002

Department: \_\_\_\_\_

## PURCHASE ORDER

PO #: 009869

Date: 9/21/2020

Vendor Identification #: \_\_\_\_\_

Invoice To:

*Sterns Lumber Co.*

Ship To:

*Millinocket Heritage Square*

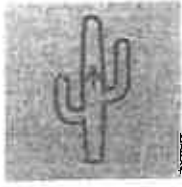
Qty.	Item #	Description	Accounts To Be Charged		Unit Price	Total
		<i>Lumber for CIRD Milly</i>	<i>E0115</i>	<i>0550</i>		<i>629.90</i>

Federal Tax ID: 01-6000271

Subtotal	
Tax	Exempt
Freight	
Misc.	
Balance Due	

Department Head Approval: \_\_\_\_\_

*John Davis*



# INVOICE

Appalachian Trail Cafe  
210 Penobscot Avenue  
Millinocket, ME 04462

Date: 9/22/2020  
INVOICE # 100

To: Town of Millinocket  
Memo: CIRD workshop

Qty	Description	Price Each	Line Total
50	Bag Lunches for CIRD workshop	\$19.75	\$987.50
2	Menu Lunches for CIRD workshop	\$15.00	\$30.00
		Total	\$1,017.50

Make all checks payable to Appalachian Trail Cafe  
Appalachian Trail Cafe 210 Penobscot Avenue Millinocket, ME 04462  
phone: (207)723-6720 email: [atcafemaine@gmail.com](mailto:atcafemaine@gmail.com)  
Thank You!

**PROVIDING FOR:** Gloria C. MacKenzie Foundation Grant Award Acceptance

**IT IS ORDERED** that the Millinocket Town Council accept grant funds in the amount of \$45,358 from the Gloria C. MacKenzie Foundation to replace the fence at the softball and baseball fields and that the Council Chair sign the necessary paperwork.

**IT IS FURTHER ORDERED** that this work can be done prior to the receipt of the grant funds so that the work can be completed prior to winter.

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

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





*Preserving the future of Maine*

September 15, 2020

Town of Millinocket  
Recreation Dept.  
Attn: Jody Nelson  
197 Penobscot Ave.  
Millinocket, ME 04462

Re: Gloria C. MacKenzie Foundation, Inc. Final Grant Application  
Grant Application #200007 – Replace Fence at the Softball and Baseball Fields.

Dear Jody:

Congratulations! Your Final Grant Application has been accepted for funding in the amount of \$45,358 by the Gloria C. MacKenzie Foundation, Inc. (the "Foundation"). We are proud to fund this important grant.

You are required to execute the enclosed grant agreement. The grant agreement must be completed and returned to the Foundation by November 6, 2020. Any press releases, press conferences, or other public disclosures of information pertaining to this grant must first be approved by the Foundation. Further information will be forthcoming.

We look forward to hearing from you and funding your grant.

Sincerely,

A handwritten signature in cursive script that reads "Jaimie Weinberg".

Jaimie Weinberg  
Director

Enclosure

GloriaCMacKenzieFoundation.com

1.855.810.3588 | office 207.613.2998 | fax 207.536.6567 | P.O. Box 460 East Millinocket, Maine 04430

# GLORIA C. MACKENZIE FOUNDATION, INC.

## GRANT AGREEMENT

The GLORIA C. MACKENZIE FOUNDATION, INC. (the "Grantor"), a Commonwealth of Pennsylvania nonprofit corporation and a tax-exempt private foundation under Section 501(c)(3) and 509(a) of the Internal Revenue Code of 1986, as amended (the "Code"), located at PO Box 460, East Millinocket, Maine 04430,

and

The grantee identified in Exhibit A attached hereto (the "Grantee")

(collectively the Grantor and Grantee are referred to as the "Parties"), hereby enter into this Grant Agreement (the "Agreement") effective as of the grant agreement date set forth in Exhibit A (the "Grant Agreement Date"), for the purpose of establishing the terms of a grant to be made by the Grantor to the Grantee.

In response to the application made by the Grantee to the Grantor on the date set forth in Exhibit A, together with all materials submitted in support of such application (collectively the "Application"), the Grantor has awarded a grant to the Grantee, subject to the following terms and conditions:

1. **Amount and Schedule of Grant.** The Grantor agrees to contribute to the Grantee cash in the amount set forth in Exhibit A (the "Grant"). Grantor shall have no responsibility to make future grants pursuant to this Agreement. The Grant shall be paid according to the schedule set forth in Exhibit A.

2. **Purpose of Grant.** The purpose of this Grant is to provide funding to the Grantee to pay part or all of the costs of carrying out the Project described in Exhibit A (the "Project"), in accordance with the Application. Unless otherwise expressly agreed by the Parties in writing, no Grant funds may be used to reimburse the Grantee for expenditures that were made by the Grantee prior to the Grant Agreement Date.

3. **Grantee Status.** (a) The Grantee confirms and represents that its federal income-tax status as a governmental organization is as set forth in Exhibit A. The Grantee shall inform the Grantor immediately of any actual or proposed change in such tax status. The Grantee shall provide the Grantor with such documentation as the Grantor may request to confirm such tax status.

(b) If the Grantee is a non-governmental 501(c)(3) organization, the Grantee hereby represents and warrants to the Grantor that the Grantee's receipt of the Grant funds will not cause the Grantee to lose its tax-exempt status or its classification as a public charity.

4. **Grantee Authorizing Action.** Resolutions substantially in the form attached hereto as *Exhibit B* have been adopted in the manner described in Exhibit A, on the date set forth in Exhibit A, and a copy of such resolutions, certified by the appropriate official or officer of the Grantee, has been provided to the Grantor. The Grantee hereby represents and warrants that it is legally bound to comply with this Agreement.

5. **Grantee Obligations.** The Grantee agrees (a) to use the Grant funds solely for the Project, and to repay to the Grantor any Grant funds not so used, (b) to exercise full control over the expenditure of the Grant funds, (c) to comply with all of the terms, conditions, and provisions of this Agreement, (d) to report on the use of Grant funds to the Grantor as provided herein, (e) to maintain documentation of expenditures, budgets, books and records, and financial data and statements sufficient to establish that all Grant funds are used to pay costs of the Project (the "*Project Documentation*"), (f) to make the Project Documentation available for the inspection as provided herein, (g) to retain the Project Documentation for seven (7) years after the end of the calendar year during which the Project is completed, and (h) to immediately notify the Grantor if the Grantee discovers any misuse, misappropriation, or diversion of the Grant funds for any use other than for the Project, as permitted by this Agreement.

6. **Repayment to the Grantor.** The Grantee agrees to return or repay to the Grantor upon request all Grant funds (or such amount of Grant funds as the Grantor requests) if and when:

- The Grantor determines in its reasonable discretion that the Grantee has not complied with the terms of this Agreement;
- The Grantee has lost or is in imminent danger of losing its exemption from federal income tax as provided for under the Code;
- The Grantee fails to submit full and complete reports to the Grantor regarding the use of Grant funds and the progress made toward accomplishing the purposes of the Grant as provided herein, as and when requested by the Grantor;
- The Grantee fails to maintain the Project Documentation, or fails to make the Project Documentation available for inspection by the Grantor or its representatives at reasonable times; or
- The Grantee uses any part of the Grant funds for lobbying or for political or legislative purposes.

7. **Bi-Annual Progress Reports.** Promptly after the end of the sixth (6<sup>th</sup>) month after the Grant Agreement Date, and every six (6) months thereafter, until the Project is completed, the Grantee shall provide written progress reports to the Grantor concerning the status of the Project. Such reports shall include:

- A report which includes (a) a summary of all receipts and expenditures for the Project and (b) an itemized statement of costs incurred by Grantee in performance of the Agreement.

- A description of the work that was conducted during the six-month period in furtherance of the Project.
- An evaluation of the impact and results of work undertaken and an assessment of progress that has been made in meeting stated goals. The Grantee is encouraged to report not only the positive results of its activities, but also any problems that have arisen, along with a description of measures that have or will be put into practice to resolve any such problems.
- A description and explanation of any changes in the nature, methodology, and/or objectives of the Project as described in the Application.

**8. Other Grantee Reporting.** The Grantee further agrees to provide Grantor with any information requested by the Grantor regarding the expenditure and use of Grant funds. The Grantee shall provide promptly to the Grantor such additional information, reports, and documents relating to the Project as the Grantor may request, and shall allow the Grantor and its representatives to have reasonable access during regular business hours to files, records, accounts, or personnel relating to the Project for the purpose of making such reviews, verifications, or evaluations as may be deemed necessary or desirable by the Grantor.

**9. Deadline for Expenditure of Grant Funds.** Unless otherwise agreed by the Parties in writing, all Grant funds provided to the Grantee shall be spent by the Grantee for Project costs no later than the end of the calendar year immediately following the calendar year during which the Grant Agreement Date falls (the "*Expenditure Deadline*"), and any Grant funds which have not been spent on or before the Expenditure Deadline shall be promptly returned by the Grantee to the Grantor.

**10. Material Breach of Agreement and Enforcement of the Terms of this Agreement.** If the Grantee fails to comply with this Agreement, Grantor reserves the right to demand repayment of all Grant funds. The Grantor further reserves the right to recover other damages it incurs in the event of a material breach of this Agreement by the Grantee, and such rights shall be cumulative in nature as permitted by law. Without limiting the other provisions of this Agreement, in the event of a material breach of this Agreement, the Grantor shall be entitled to reasonable attorney fees, costs, and expenses incurred in the enforcement of this Agreement and/or litigation related thereto.

**11. Confidentiality and Non-Disclosure.** The Grantee shall make no public statement, disclosure, or acknowledgment regarding the Grant without the express advance written consent of the Grantor. The Grantee shall permit the Grantor to review and pre-approve any proposed press release, social-media posting, or public disclosure in any format concerning the Grant. If the Grant is to be used for a film, video, book, or other such product, the Grantor reserves the right to request a screening or preview of the product before deciding whether or not to be credited as a funder of the product, or to permit the use of the product in such forms.

**12. Benefit to Grantee.** The Grantee hereby confirms that neither the Grantee nor any of its officials, employees, directors, officers, or representatives has received or will receive any personal financial benefit (from vendors or otherwise) in connection with the use of Grant funds.

13. **Legal Compliance.** The Grantee agrees to comply with all applicable laws, statutes, and regulations in carrying out its obligations hereunder, including those that restrict U.S. persons from dealing with any individuals, entities, or groups subject to sanctions by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), and refrain from dealing with any individuals, entities, or groups subject to sanctions by OFAC, or with any other persons known to support terrorism or to have violated OFAC sanctions.

14. **Governing Law.** This Agreement shall be construed according to the substantive laws of the State of Pennsylvania.

15. **Entire Agreement; Amendment; Severability.** This Agreement, the exhibits hereto, the Application, and all materials submitted by the Grantee to the Grantor in support of the Application embody the entire understanding between the Parties pertaining to the Grant. Any additions or modifications to this Agreement must be made in writing and must be signed by both Parties. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining unaffected terms, shall remain in force and effect as if such invalid or unenforceable term had never been included.

16. **Proceedings.** Both Parties hereby irrevocably waive, to the fullest extent permitted by law, all rights to trial by jury in any action, proceeding, or counterclaim (whether in contract, statute, tort (such as negligence), or otherwise) relating to this Agreement.

17. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns, and all entities controlling them or controlled by them.

18. **Counterparts.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

19. **Assignment.** Neither Party may assign its rights hereunder without the written consent of the other Party, and any assignment in contravention of this provision will be void *ab initio*.

20. **Effect of Headings.** The subject headings of the sections of this Agreement are included for purposes of convenience only and will not affect the construction or interpretation of this Agreement.

21. **Notices.** All communications under this Agreement will be in writing and will be mailed, delivered by next-day air courier, sent by facsimile or electronic mail to the addresses set forth below:

THE GRANTOR	THE GRANTEE
<p><b>Gloria C. Mackenzie Foundation, Inc.</b> <b>PO Box 460, East Millinocket, Maine 04430</b> <b>Attn: Lorie Peabody, Executive Director</b> Email: <a href="mailto:LPeabody@GloriaCMacKenzieFoundation.com">LPeabody@GloriaCMacKenzieFoundation.com</a>) Phone: 855-810-3588 Fax: 207-536-6567</p>	<p>Town of Millinocket Recreation Dept. 197 Penobscot Ave. Millinocket, ME 04462 Email: <a href="mailto:jodynelson@zwi.com">jodynelson@zwi.com</a> Phone: 207-746-3553 Fax:</p>

*[Signature Page Follows]*

**IN WITNESS OF THEIR AGREEMENT**, the Grantor and Grantee have signed this Agreement on the date as stated below.

GRANTOR

GRANTEE

Gloria C. Mackenzie Foundation, Inc.

Town of Millinocket, ME  
Recreation Dept.

\_\_\_\_\_  
Jaimie A. Weinberg  
Vice-President and Director

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated:

Dated:

Exhibit A

Grant Information

Grant #200007

Name and Address of Grantee: Town of Millinocket  
Recreation Dept.  
197 Penobscot Ave.  
Millinocket, ME 04462

Grant Agreement Date: September 15, 2020

Application Date: June 24, 2020

Amount of Grant: \$45,358

Grant Payment Schedule:

To be determined on a date selected by the Grantor upon execution of the grant agreement by Grantee and Grantor, but no later than December 31, 2020.

Project Description:

The grant is for the removal and replacement of existing softball and baseball fence.

Grantee Status [check one]

- The Grantee is a political subdivision of the State of Maine.
- The Grantee is an instrumentality of one or more political subdivisions of the State of Maine.
- The Grantee is a tax-exempt organization under Section 501(c)(3) of the Code that is excluded from private-foundation status under Section 509(a)(1) or 509(a)(2) of the Code.
- Other [describe: \_\_\_\_\_]



Grantee Authorizing Action [check one]

- Adoption of resolutions by the Board of Directors or other authorizing body of the Grantee.
- Adoption of resolutions by board, committee, or other body to which the qualified voters of the Grantee delegated authority to accept grants.
- Adoption of resolutions by \_\_\_\_\_, the Grantee's governing body.
- Adoption of resolutions by the Grantee's Board of Directors.
- Other [describe: \_\_\_\_\_]

Date of Grantee's Authorizing Action:

Exhibit B

Form of Resolutions and Certification

WHEREAS, the Town of Millinocket, ME, Recreation Dept. (the "Grantee") has applied for a grant from the Gloria C. MacKenzie Foundation, Inc. (the "Foundation"), a Commonwealth of Pennsylvania nonprofit corporation and a qualified private foundation under Section 501(c)(3) and 509(a) of the Internal Revenue Code of 1986, for the purposes set forth in such application dated June 24, 2020 (the "Application");

WHEREAS, the Foundation has indicated its willingness to make a grant in response to the Application (the "Grant"), provided that the Grantee enters into a grant agreement pursuant to which the Grantee makes certain representations, warranties, and covenants with respect to the Grant (the "Grant Agreement");

**NOW THEREFORE, BE IT RESOLVED** that the Grantee shall enter into the Grant Agreement with the Grantor, and that the appropriate officers and employees of the Grantee are hereby authorized and directed to execute the Grant Agreement on behalf of the Grantee, to use the Grant funds solely as authorized under the Grant Agreement, and to take such other action as is necessary or desirable in order to comply with the Grant Agreement.

***Certification of Adoption of Resolutions:***

I, the [name of office] \_\_\_\_\_ of the [name of governing body] \_\_\_\_\_ of the Grantee, hereby certify that the foregoing resolutions were adopted by \_\_\_\_\_ in accordance with the governing statutes or documents of the Grantee on \_\_\_\_\_, 2020.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PROVIDING FOR:** Approval to Carry Forward FY20 Capital Budget \$60,605

**IT IS ORDERED** that the Millinocket Town Council approves the carry forward of \$60,605 for the following capital projects from the FY20 Capital Budget from Account E1300-9504 (Capital Improvements/Budgeted Capital Improvements) which were delayed due to Covid-19:

- 1) New Dugouts for Co-Ed Softball Field - \$14,000
- 2) Playground and Baseball Infield Improvements - \$19,105
- 3) Fire Dept Exhaust (Order #82-2020) - \$25,000
- 4) Fire Dept Windows (Order #83-2020) - \$2,500

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

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

**PROVIDING FOR:** Part Time Town Office Help

**WHEREAS** the Town Office needs extra help due to the absence of the Tax Collector and due to the excessive November Elections absentee ballot workload; and

**WHEREAS** there are suitable candidates from the ballot pool already on the payroll who are available;

**IT IS ORDERED** that the Millinocket Town Council approves part time help at \$13/hour up to 16 hours weekly as determined by the Town Clerk for the month of October with consideration given first to suitable ballot pool candidates.

**IT IS FURTHER ORDERED** that this agreement can be extended based on need and further approval by the Council.

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

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

**PROVIDING FOR:** Authorization for the Council Chairman to Sign Due to The Town Manager Vacancy

**WHEREAS** the Millinocket Town Council is actively in the process to appoint an interim Town Manager; and

**WHEREAS** the Town Council is actively in the process of searching for a permanent Town Manager; and

**WHEREAS** to assure the continuing of Town business;

**IT IS ORDERED** that the Council here assembled authorized the Chair of the Town Council to approve all matters assigned to the Town Manager as prescribed by the Town Charter until the above-mentioned change in administration occurs.

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

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