

TENTATIVE AGENDA  
REGULAR TOWN COUNCIL MEETING in COUNCIL CHAMBERS  
& PUBLIC ATTENDANCE via ZOOM ONLY  
THURSDAY, OCTOBER 15<sup>TH</sup>, 2020  
5:00 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
4. Adjustments to the Agenda

**OLD BUSINESS:**

**NEW BUSINESS:**

Special Presentations: N/A

5. ORDER #267-2020 Acceptance of Proposal for Town Manager Search Assistance
6. ORDER #268-2020 Approval of Planning Board Application (Wheaton)
7. ORDER #269-2020 Acceptance of Gloria C MacKenzie Foundation Grant Award
8. ORDER #270-2020 Approval to Revise Order #241-2020 – Part Time Elections Help
9. ORDER #271-2020 Approval for Purchase of Five Air Paks Under a Regional Package
10. ORDER #272-2020 Approval for Lease/Purchase Agreement of Three Stryker Cardiac Monitors
11. ORDER #273-2020 Nomination to the Penobscot County Budget Committee (Charles Pray)
12. Reports and Communications:
  - a. Two Minute Public Comment
13. 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\*\*

**PROVIDING FOR:** Acceptance of Proposal for Town Manager Search Assistance

**WHEREAS,** the position of Town Manager is vacant; and

**WHEREAS,** the Town Council requires professional assistance in order assist in the advertising, interviewing and hiring process concerning a new Town Manager; and

**WHEREAS,** the Town Council has considered proposals from qualified search firms.

**NOW THEREFORE,**

**IT IS ORDERED** that the proposal of Eaton Peabody Consulting Group to assist the Town Council in hiring a town manager is accepted.

**IT IS FURTHER ORDERED** that the Chairman is authorized to execute the Professional Services Agreement with Eaton Peabody Consulting Group on file in the Town Office on behalf of the Town, and that Budget E0115-3604 (Economic Development/Demolition) will cover this expense.

**IT IS FURTHER ORDERED** that the Chairman is designated as the primary contact person to work with Eaton Peabody Consulting Group concerning the town manager search.

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

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

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE TOWN OF MILLINOCKET AND  
EATON PEABODY CONSULTING GROUP**

This Agreement is made on this \_\_\_\_ day of \_\_\_\_\_ 2020 by and between the Town of Millinocket (hereinafter "Client" or "Council") and Eaton Peabody Consulting Group (hereinafter "EPCG").

The Client and EPCG agree as follows:

1. Scope of Services. EPCG staff will assist the Client in the recruitment of a new Town Manager (the "Project"), as follows:
  - developing an overall recruitment strategy with the Town Council;
  - assisting the Council in determining the essential skills and experiences required for the next Town Manager who will assist with the issues and challenges facing Millinocket;
  - determining, with the Council, the process and timeline that will be used in the search, including whether anyone else other than the Council will be involved in the process.
  - developing a format that allows citizens and employees to have input into the personal characteristics, education, traits and experience that the new Town Manager should possess, and allows citizens and employees to meet the finalists for the position.
  - preparing a draft employment advertisement for review by the Council;
  - determining, with the Council, where and in what media to advertise (i.e. nationally, regionally, locally, internet and/or newspapers);
  - receiving and reviewing all applications including performing initial investigation of the applicants, preparing information packets for the Council on applicants, and assisting the Council regarding suitable applicants to interview;
  - scheduling all interviews, assisting with suggested questions, and participating in the interviews as an observer;
  - after the Council has selected the finalist(s), completing background checks on the top candidate(s), and scheduling second interviews with questions if necessary,
  - being available to answer any questions and assist the Council in its evaluations and selection;
  - assisting in contract negotiations for the terms of employment with the selected candidate, if so directed by the Council.

2. Term of Agreement. EPCG is available to begin work on this Project upon return of this signed Professional Services Agreement and will continue until the Scope of Services is completed, or until the Agreement is terminated in accordance with Section 6 herein.
3. Compensation. EPCG professional services will be provided for a fee of \$6,000, plus reimbursement of direct expenses such as mileage, printing, advertising, and other reasonable expenses incurred. This particularly relates to any advertising or expenses related to attracting the candidates. Any and all candidate expenses agreed to by the Client are the responsibility of the Town of Millinocket. Payment is due upon receipt of an individual invoice and is current if paid within 30 days.
4. Insurance. EPCG carries workers compensation insurance coverage for its employees and requires sub-contractors to carry workers compensation insurance. EPCG also has in force general liability insurance of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
5. Conflict of Interest. EPCG agrees to inform the Client of any assignments that may create a conflict of interest. Should the Client determine that a conflict exists, it shall notify EPCG of its determination. Should EPCG choose to undertake work determined to be a conflict of interest, Client shall have the right to terminate this Agreement with written notice to EPCG as provided in Section 6 of this Agreement.
6. Termination. Client may terminate this Agreement at any time with written notice of such termination to EPCG. EPCG shall be compensated for all services rendered up to the date of receipt of written notification of termination.
7. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if sent by First Class mail addressed as follows, or such other address as they may designate from time to time:

If to Client: Cody McEwen, Chair  
Millinocket Town Council  
Town Office  
197 Penobscot Ave.  
Millinocket, Maine 04462

If to EPCG: William V. Ferdinand, Jr.  
Eaton Peabody  
77 Sewall Street, Suite 3000  
Augusta, ME 04330

8. Amendment. Both parties to this Agreement understand the current assumptions supporting this Agreement may change and that the parties must therefore exhibit flexibility, including a willingness to entertain and execute amendments. Amendments can only be executed with the mutual consent of the parties to this Agreement.
  
9. Disclaimer. EPCG is a wholly owned subsidiary of the law firm of Eaton Peabody. EPCG is not engaged in the practice of law and does not provide legal advice or services.

In witness whereof, Client and EPCG have each caused this Agreement to be signed by their duly authorized representatives.

Town of Millinocket

EATON PEABODY CONSULTING GROUP

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

\_\_\_\_\_  
By: William V, Ferdinand, Jr.  
Its: *duly authorized*

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Eaton Peabody, PA**

2 Business name/disregarded entity name, if different from above  
**Eaton Peabody Consulting Group**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**PO Box 1210, 80 Exchange ST**

6 City, state, and ZIP code  
**Bangor, ME 04402**

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

OR

Employer identification number

0	1	-	0	3	7	3	0	2	7
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ *Trinidad Clark*

Date ▶ 1/10/2020

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

ORDER #268-2020

PROVIDING FOR: Appointment to the Planning Board.

IT IS ORDERED that Heidi Wheaton is appointed as a member to the Planning Board for a five-year term to expire October 2025.

Note: The Planning Board has a full commitment of board members to this date having available a second Alternate position.

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

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

Town of Millinocket  
Application for Boards & Committees

IMPORTANT COMMITTEE TO ADVISE THE MUNICIPALITY ON MATTERS  
PERTAINING TO SPECIFIC MUNICIPAL DEPARTMENTS

Committee/Board: Planning Board Committee  
In order to assess the interest related to this committee, please complete this brief application.

Date: 10/13/20

Name: Heidi Wheaton Address: 34 Connecticut Ave Millinocket

Telephone Numbers: Day Time: 207-254-9653 Evenings: same

Why are you seeking to become a committee representative? I am from Millinocket and have returned to the area to support growth, family, traditions and other my services.

What talents/skills do you feel you would bring to this position? I have a Bachelor of Science degree as a Rehabilitation Worker and have worked in the human services field with all populations for over 25 years.

What do you feel is the responsibility of this board/committee? To research, identify current needs, problem solve, collaborate, coordinate, and problem solve town related issues with maintaining coor beliefs & practices

What municipal boards, volunteer organizations or community service groups have you worked with the past and for what length of time? I have been of service for 8 years holding offices of GSR CSR in the organization of AA I have volunteered at St Mary's hospital in Lewiston for 3 years as well.

What have you to offer to this committee which our Town can use in this important undertaking? I am able to be creative, energetic, hard working and knowledgeable in working with almost every population. I know the history of this town and am capable of coordinating services)

When are you available to meet, please specify?  
Weekday Mon, Tues, Thurs A.M.  P.M.   
collaborating and advocating

If you need more space, please feel free to use the back or attach additional page(s).



## Diana Lakeman

---

**From:** Richard Angotti  
**Sent:** Tuesday, October 13, 2020 10:27 AM  
**To:** cody. mcewen (mcewencr@gmail.com); Diana Lakeman; Lori Santerre  
**Subject:** FW: Application for planning board

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

**From:** Heidi Wheaton <heidijwheaton@yahoo.com>  
**Sent:** Tuesday, October 13, 2020 10:17 AM  
**To:** Richard Angotti <Code@millinocket.org>  
**Subject:** Application for planning board

Hi Dick, I'm sending you the application to be part of the planning board. If you could forward it to the town office I don't have their email. Thank you so much for your time and I look forward to hearing from you tonight on the planning board.

Sincerely,

Heidi Wheaton

<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:f9210810-63db-44e4-83d6-268c257c32f0>

Sent from my iPhone

[Attention! This email originates from outside of the organization. Do not open attachments or click links unless you are sure this email comes from a known sender.]

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

**IT IS ORDERED** that the Millinocket Town Council accept additional grant funds in the amount of \$14,900 from the Gloria C. MacKenzie Foundation to purchase a fence for the Middle School Field 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*

October 6, 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, Middle School and  
Baseball Fields.

Dear Jody:

Congratulations! The Foundation is distributing additional funds in the amount of \$14,900 for the purchase of a fence for the Middle School field. Your Final Grant Application has been accepted for funding in the amount of \$60,258 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,

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:

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

*[Signature Page Follows]*



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

**GRANTOR**

Gloria C. Mackenzie Foundation, Inc.

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

Dated:

**GRANTEE**

Town of Millinocket, ME  
Recreation Dept.

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

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

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

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: \$60,258

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, baseball and Middle School 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: \_\_\_\_\_

**ORDER #270-2020**

**PROVIDING FOR:** Part Time Town Elections Help (Revises Order 241-2020)

**WHEREAS** Order 241-2020 provided additional elections help up to 16 hours weekly in October; and

**WHEREAS** there is a need to have provide more help; and

**WHEREAS** the part-time Deputy Clerk is already trained on this aspect of the elections process;

**IT IS ORDERED** that the Millinocket Town Council approves elections help up to 40 hours weekly as determined by the Town Clerk for the month of October.

**IT IS FURTHER ORDERED** that the part-time Deputy Clerk will provide some of the above-mentioned help.

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

Note: It is anticipated that CTCL grant funds can be used to cover this unbudgeted expenditure.

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

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

**PROVIDING FOR:** Approval for Purchase of Five Air Paks Under a Regional Package

**WHEREAS** the Town of Millinocket Fire & Ambulance Department has \$36,000 in the FY21 Capital Budget designated for Cardiac Monitors (LIFEPAK); and

**WHEREAS** there is also a need to begin replacing Air Paks; and

**WHEREAS** there is an opportunity to optimize savings by purchasing these units under a Regional Package;

**IT IS ORDERED** that the Millinocket Town Council approves the purchase of five air paks using the \$36,000 Capital Budget originally designed for Cardiac Monitors in account E1300-9504.

**IT IS FURTHER ORDERED** that this purchase must be part of the above-mentioned Regional Package.

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

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

**PROVIDING FOR:** Approval for Lease/Purchase Agreement of Three Stryker Cardiac Monitors

**WHEREAS** the Town of Millinocket Fire & Ambulance Department has a need to replace three cardiac monitors which are no longer serviceable; and

**WHEREAS** there is an opportunity to purchase the equipment under a three-year plan of \$31,315.97 per year with one dollar paid at the end of the agreement;

**IT IS ORDERED** that the Millinocket Town Council approves the Council Chair to sign the necessary paperwork to enter into this lease/purchase agreement on behalf of the Town.

**IT IS FURTHER ORDERED** that the Millinocket Town Council approve the transfer of funds to cover the FY21 payment as follows:

Transfer to Account E1300-9504 (Capital Improvements/Budgetd Capital) - \$31,315.97

Transfer from Accounts:

Capital Reserve (G05-100-00) -- \$20,252

Economic Development/Demolition (E0115-3604) -- \$11,063.97

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

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

## Mary Alice Cullen

---

**From:** Tom Malcolm  
**Sent:** Tuesday, October 13, 2020 12:56 PM  
**To:** Cody McEwen; Mary Alice Cullen  
**Subject:** Quote on Life Pak 15  
**Attachments:** Q-Millinocket FD LP-15 X 3 w LP-12 Trade 10-7-20.pdf; Millinocket FD 3 Year 0% Annual Payment Plan Structure.pdf

Attached is the quote from Stryker for the replacement of our 3 cardiac monitors which are no longer serviceable. This includes the warranty that takes it from one year to five years and includes yearly service maintenance. As you will note it is 0% for 3 years with 3 annual payments and at the end of the three years they are ours for \$1.00, thought I would send this ahead of our meeting so you could look it over. Still awaiting quote on the Air Pak's but do have the estimated figures. Thanks.

Tom

Chief Thomas M. Malcolm A EMT, PHO, FLSE, EMA Director  
Millinocket Fire Department  
222 Aroostook Avenue  
Millinocket, ME 04462  
Office: 207-447-4126  
Cell: 207-447-0911  
Fax: 207-723-7022  
[chiefmalcolm@millinocket.org](mailto:chiefmalcolm@millinocket.org)





# LP-15 X 3

Quote Number: 10264926

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: MILLINOCKET FIRE DEPT

Rep: Matthew Lampen

Attn:

Email: matthew.lampen@stryker.com

Phone Number:

Quote Date: 10/07/2020

Expiration Date: 12/31/2020

### Delivery Address

### End User - Shipping - Billing

### Bill To Account

Name: MILLINOCKET FIRE DEPT  
Account #: 1266792  
Address: 222 AROOSTOOK AVE  
MILLINOCKET  
Maine 04462

Name: MILLINOCKET FIRE DEPT  
Account #: 1266792  
Address: 222 AROOSTOOK AVE  
MILLINOCKET  
Maine 04462

Name: MILLINOCKET FIRE DEPT  
Account #: 1182412  
Address: 197 PENOBSCOT AVE  
MILLINOCKET  
Maine 04462

### Equipment Products:

#	Product	Description	Qty	Unit Price	Total
1.0	99577-001957	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	3	\$27,551.17	\$82,653.51
2.0	41577-000288	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	3	\$0.00	\$0.00
3.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	9	\$375.44	\$3,378.96
4.0	11140-000098	LP15 AC Power Adapter (power cord not included)	3	\$1,307.20	\$3,921.60
5.0	11140-000015	AC power cord	3	\$63.08	\$189.24
6.0	11140-000080	Extension Cable (5ft 3 in)	3	\$243.20	\$729.60
7.0	11140-000081	Right angle cable (10in) included with ACPA & DCPA	3	\$243.20	\$729.60
8.0	11171-000049	Masimo™Rainbow™ DCI Adult Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.	3	\$486.40	\$1,459.20
9.0	11171-000046	Masimo™M-LNCS® DCI, Adult Reusable SpO2 only Sensor. For use with RC Patient Cable.	3	\$228.76	\$686.28
10.0	21300-008159	LIFEPAK 15 NIBP Straight Hose, 6'	3	\$55.48	\$166.44
11.0	11160-000011	NIBP Cuff-Reusable, Infant	3	\$17.48	\$52.44
12.0	11160-000013	NIBP Cuff-Reusable, Child	3	\$19.76	\$59.28
13.0	11160-000017	NIBP Cuff -Reusable, Large Adult	3	\$27.36	\$82.08
14.0	11160-000019	NIBP Cuff-Reusable, Adult X Large	3	\$38.76	\$116.28



**LP-15 X 3**

Quote Number: 10264926

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: MILLINOCKET FIRE DEPT

Rep: Matthew Lampen

Attn:

Email: matthew.lampen@stryker.com

Phone Number:

Quote Date: 10/07/2020

Expiration Date: 12/31/2020

\$	Product	Description	Qty	Sell Price	Total
15.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	3	\$256.12	\$768.36
16.0	11220-000028	LIFEPAK 15 Carry case top pouch	3	\$46.36	\$139.08
17.0	11260-000039	LIFEPAK 15 Carry case back pouch	3	\$66.12	\$198.36
19.0	TR-LP12B-LP15	TRADE-IN-STRYKER LIFEPAK 12B TOWARDS PURCHASE OF LIFEPAK 15	3	-\$4,500.00	-\$13,500.00
Equipment Total:					\$81,830.31

**Trade In Credit:**

Product	Description	Qty	Credit Ea.	Total Credit
---------	-------------	-----	------------	--------------

**ProCare Products:**

#	Product	Description	Years	Qty	Sell Price	Total
18.1	78000007	ProCare LIFEPAK 15 Prevent Service: Annual onsite preventive maintenance inspection, Unlimited ship in repairs including parts, labor and travel for LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	4	3	\$4,039.20	\$12,117.60
ProCare Total:						\$12,117.60

**Price Totals:**

Grand Total: \$93,947.91

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.



**LP-15 X 3**

Quote Number: 10264926

Version: 1

Prepared For: MILLINOCKET FIRE DEPT

Attn:

Remit to:

**Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Rep:

Matthew Lampen

Email:

matthew.lampen@stryker.com

Phone Number:

Quote Date: 10/07/2020

Expiration Date: 12/31/2020

---

AUTHORIZED CUSTOMER SIGNATURE

**Deal Consummation:** This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

**Confidentiality Notice:** Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

**Terms:** Net 30 days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-Stryker.

In the event of any conflict between Stryker Medical's Standard Terms and Conditions and any other terms and conditions, as may be included in any purchase order or purchase contract, Stryker's terms and conditions shall govern.

**Cancellation and Return Policy:** In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.

10/07/2020

MILLINOCKET FIRE DEPT  
 222 AROOSTOOK AVE  
 MILLINOCKET, Maine 04462

**Equipment:** See proposal for detailed equipment descriptions and pricing.

**Finance structure:** 6 Months Payments Deferred

**\$1 out end of term option:** Purchase the equipment for \$1.00

**Payment terms:**

\$1 OUT	31 months
Equipment total	\$81,830.31
Service total	\$12,117.60
6 monthly payment(s) @	\$0.00
Followed by:	3 annual payments @
Equipment payment	\$27,276.77
Service payment	\$4,039.20
<b>Total payment</b>	<b>\$31,315.97</b>

*Payments are exclusive of all applicable taxes and freight unless otherwise noted.*

**Contract commencement:** Upon delivery, installation and acceptance

**First payment due:** Net 30

**Payment adjustment:** The payments quoted herein were calculated based, in part, on an interest rate equivalent as quoted on the Intercontinental Exchange website, at <https://www.theice.com/marketdata/reports/180>, under the USD Rates 1100 Series. Stryker's Flex Financial business reserves the right to adjust the payments prior to contract commencement in order to maintain current economics of this proposed transaction.

**Deal consummation:** This proposal is subject to final credit, pricing, and documentation approval. Legal documents must be signed before your equipment can be delivered.

Please note that this proposal is subject to change if documents are not signed prior to 10/30/2020.

ORDER #273-2020

PROVIDING FOR: The nomination of Councilor Charles Pray to the Penobscot County Budget Committee.

WHERE AS, Councilor Pray is well suited for this position previously serving positions at the County level, and

WHERE AS, the Town Council recognizes the importance of its members serving in additional levels of government and representing the Town of Millinocket,

Therefore be it ordered, that the Town of Millinocket both recommend and nominate Town Councilor Charles Pray to serve on the Penobscot County Budget Committee.

Note: The caucus for electing and appointing committee members is being held tonight at 5:30pm in the Commissioners room second floor in Bangor.

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

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