# TENTATIVE AGENDA REGULAR TOWN COUNCIL MEETING in COUNCIL CHAMBERS & PUBLIC ATTENDANCE via ZOOM ONLY THURSDAY, OCTOBER 8<sup>TH</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: n/a
- 4. Adjustments to the Agenda

#### OLD BUSINESS:

#### **NEW BUSINESS:**

Special Presentations:

- 1) Carolyn Ball MMA Consultant Town Manager Search Presentation via ZOOM
- 2) Don Gerrish Municipal Services Consultant, Eaton Peabody Town Manager Search Presentation via ZOOM
- 5. ORDER #245-2020 Approval of the Warrant for October 8, 2020
- 6. ORDER #246-2020 Approval of Entertainment License Application (Hang Wong)
- 7. ORDER #247-2020 Approval of Liquor License Application (Hang Wong)
- 8. ORDER #248-2020 Authorization to Abate Sewer Fees (359 Katahdin Ave)
- 9. ORDER #249-2020 Acceptance of Bid for Ram 1500 4 x 4 Crew Cab
- 10. ORDER #250-2020 Provision of Aviation Fuel at the Millinocket Municipal Airport
- 11. ORDER #251-2020 Approval of Contribution to Eastern Area Agency on Aging
- 12. ORDER #252-2020 Approval of Zoom Reimbursement
- 13. ORDER #253-2020 Approval of Citizens' Institute on Rural Design Grant Expenditure (CIRD Grant)
- 14. ORDER #254-2020 Authorization to Enter into an Agreement by and Between the Town of Millinocket and the Millinocket Regional Hospital.
- 15. ORDER #255-2020 Approval of Municipal Release Deed (Morneault)
- 16. ORDER #256-2020 Approval of Municipal Release Deed (Duval)
- 17. ORDER #257-2020 Authorization of Tax Acquired Property Sale (24 Riverdrive Park)
- 18. ORDER #258-2020 Authorization of Tax Acquired Property Sale (40 Elm Street)

- 19. ORDER #259-2020 Authorization of Tax Acquired Property Sale (23 Pamola Park)
- 20. Reports and Communications:
  - a. Warrant Committee for October 22<sup>nd</sup>, 2020 Council Meeting: Chair McEwen and Councilor Pelletier.
  - b. Chair's Committees Reports
  - c. Two Minute Public Comment

# 21. 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: <a href="manager@millinocket.org">manager@millinocket.org</a> 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\*\*

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# Town Manager's (Chairman's) Report October 8, 2020

- 1. Penquis Transportation Jane Danforth has continued to coordinate with Marcia Larkin of Penquis through Age Friendly Millinocket/Thrive Penobscot. We passed an order last meeting to spend up to \$2,000 dollars from the Lifelong Communities Grant. We have an order to spend \$500 for now and see where it goes. These funds will act as a last use subsidy after riders use already available discounts for fare's using Lynx transportation.
- 2. Town Office Opening The town office is planned to open Tuesday the 13<sup>th</sup> under CDC guidelines.
- 3. Mills Administration Announces Maine to Enter Stage 4 of Reopening The Mills Administration announced today that Maine will move into Stage 4 of the Plan to Restart Maine's Economy beginning Tuesday, October 13, 2020. With cold weather months approaching, Stage 4 increases limits on indoor seating to 50 percent capacity of permitted occupancy, or 100 people whichever is less and maintains the critical public health measures outlined in COVID-19 Prevention Checklists, such as enhanced cleaning practices and physical distancing. The Executive Order also further strengthens the State's face covering mandate by requiring that a broader set of entities, such as private schools and municipal buildings, ensure that employees and people in their buildings adhere to this critical health measure. The Order also expands the scope of the enforcement statewide, rather than in just Maine's coastal counties and more populous cities.
- 4. Millinocket EPA Brownfields Assessment Grant The town is beginning work with Nick Sabatine of Ransom Consulting and Engineering on a Brownfields Assessment. This process is being conducted free of charge to the town. Aaron Martin has been assigned as project coordinator, and is familiar with Millinocket.

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Sean Dewitt has worked with Ransom and this grant process and is also willing to assist during grant submittal.

- 5. Interim Town Manager The council is still actively searching for an interim town manager. Interested parties can contact the chairman or councilors in interest.
- 6. Manager Search The council has received two proposals for a manager search services. One from MMA consultant Carolyn Ball and another from Donald Gerrish of Eaton Peabody. Both will have presented at the council meeting by this time.

The council will deliberate and I would recommend we have a Special Town meeting for Thursday the  $15^{\rm th}$  to select a service and begin the search process.

- 7. Maine EDA Project Advisory Committee I (Cody) have been offered a slot on this committee. This project, funded by the Economic Development Administration (EDA), will provide a resilience-based strategy for economic development in selected communities across the state of Maine that are in designated Opportunity Zones which have also been declared a Presidential Disaster area in 2017 and/or 2018. Three communities have been selected as the basis for this planning project because of their potential to illuminate resilience considerations for other communities across the state who are also looking to adapt their disaster recovery efforts and to leverage their designation as Qualified Opportunity Zones (QOZ) in order to stimulate much needed economic development.
- 8. Katahdin Comprehensive Plan Ryan Grindle is the newly appointed Regional Development Coordinator at EMDC. Ryan and Vicki are making edits to the plan and are in hopes to have a full-time planner in by the end of October to carry the project across the finish line.

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9. Phase 3 Provider Relief Funding— U.S. Department of Health and Human Services (HHS), through the Health Resources and Services Administration (HRSA), is announcing \$20 billion in new funding for providers on the frontlines of the coronavirus pandemic. Under this Phase 3 General Distribution allocation, providers that have already received Provider Relief Fund payments will be invited to apply for additional funding that considers financial losses and changes in operating expenses caused by the coronavirus. Previously ineligible providers, such as those who began practicing in 2020 will also be invited to apply, and an expanded group of behavioral health providers confronting the emergence of increased mental health and substance use issues exacerbated by the pandemic will also be eligible for relief payments.

Providers can begin applying for funds on Monday, October 5, 2020. Chief Malcolm is checking into our need for this opportunity.

- 10.Police Department Fax The fax/printer has been replaced. The old one had a part fail that was on 6 8 weeks backorder. In effort to prevent delays in needed service, a new one was purchased. (Details attached)
- 11.Little Italy Playground Stephanie Jamieson has inquired about improvements at the local neighborhood playground. I have connected her with public works as she may be inclined to purchase paint to spruce it up. She suggests the field may suit as a dog park in the future as we look to make improvements in the area. It was also brought to my attention that the door for building at the playground has been opened for quite some time. I have informed Public Works/Heath Officer of the issue and to investigate for any damages.
- 12. Knights of Columbus Rosary Night The Knights of Columbus will be having their yearly Public Rosary this coming Saturday (Oct. 10) at the Millinocket bandstand from 12pm to1pm. They have asked if power be turned on there from 11:30 to 1pm, the same as in previous years. They have been in contact with Chief Malcolm on this matter.

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13.CTCL COVID-19 Response Grant - The Center for Tech and Civic Life ("CTCL"), a nonprofit organization tax-exempt under Internal Revenue Code ("IRC") section 501(c)(3), has decided to award a grant to support the work of Millinocket. We were awarded \$10,000 and the grant funds must be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in Millinocket. We passed an order to accept funds in September.

Administration recommends that we use part of these funds for the additional cost for absentee voting as well as hired help through the month of October and through the election.

14. Lifeflight — We received a donation request from Lifeflight of Maine. Lifeflight has a history of 213 Millinocket residents treated via their service, and 13 of those this year. The recommend a donation of \$1,127 for either the aircraft fund or the COVID relief fund. Their letter is attached.

# **Department Updates:**

# **Public Works**

- Street Paving completed. Crew cutting limbs back on plow routes.
   Working on Airport Wind Tee.
- Hauling Winter Sand.
- Storage barn has been mixed with road salt and sand 100% complete and ready for winter operation.
- Fleet Maintenance ongoing.
- Getting ready for winter operation.
- Inspecting culverts and drainage ditches before freeze up.
- Mowing completed.
- All storm water basins have been cleaned out.

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# **Transfer Station**

- MRC having virtual meeting for public information and questions.
- Recycle prices still very low.
- Metal seems to be holding okay.

# **Airport**

- Removed wind tee and repairing at Public Works.
- Replacing electrical parts and sandblasting and painting before reinstalling.
- Crack Sealing has been done on the ramp area before winter for pavement preservation required by MDOT and FAA.

# Cemetery

- Mowing in good shape. Summer help is now done for the season.
   Public Works will assist in burials until freeze up.
- 45 Burials YTD

# Recreation

- We have been playing soccer with grades k-6 after school four days a week.
- Working on the ball field projects that I received funding for. Trying to get this project done this fall so that it will be ready for the spring season.

# Tax Assessor

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# **Code Enforcement**

- Maine Technology moving police reporting onto server and removing the old temporary server.
- Permitting and handling public inquiries.

# **Wastewater Treatment**

- Treatment facility and pump stations are all functioning well.
- Performing routine maintenance daily as needed, along with lab work.
- Assisted public works with a big oil leak at the recycle building.
- Monitored the standby generators during the recent power outage.
   The outage also tested our automated alarm systems.
- Annual chain fall inspections were done by Pro Industrial Co.

# Police Department

- Responded to 284 Incidents since September 1, 2020 to September 30, 2020. It should be noted, that for the same time frame in 2019, there were 495 calls for service. The drop in incident numbers are the result of property checks not being entered individually, but by area.
- Major incidents for the time period (2020) were 26 citizen/agency assists, 9 medical calls, 29 Information complaints, 9 welfare checks, 8 PD accidents, 11 disorderly conducts, 8 theft arrests, 9 suspicious and noise problems, 11 911 hang ups and 5 family fight calls.
- Chief still covering vacations, short shifts, prisinor transports. I am working a modified schedule to allow double coverage during peak hours.
- Arrested individual for Theft of Services (4 counts) and Criminal Mischief, post investigation for theft of electricity to grow marijuana.
- The same individual was arrested in conjunction with the US Border Patrol for Gross Sexual Assault, Domestic Violence, Strangulation,

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and a federal charge for an Immigration Law Violation involving Forced Labor and Trafficking. (More details attached)

- Arrested a separate individual for motor vehicle pursuit;
  - -Eluding an officer
  - -Criminal OUI
  - -Operating without a license
  - -Driving to endanger
  - -Exceeding the Speed Limit by more that 30 mph
  - -Illegal Transportation of Liquor by a minor.

(More details attached)

- September Trainings:
  - -Chief Worster Impaired Driving Summit Zoom Completed
    - o Security plus Online Ongoing
  - -Ofc. Jasper Impaired Driving Summit Zoom Completed
  - -Ofc. Hrynuk Impaired Driving Summit Zoom Completed
  - -Ofc. Cram Glock Armorer Orono PD Completed
  - -Ofc. Shean AR-15 Armorer Bangor PD Completed

# Fire/Ambulance

- Now have two FF/Paramedic out for injury, Chief filling day shift for time off. Second FF/Medic out till at least end of December due to surgery.
- Have been in constant communications with Maine CDC, ME EMS, and other State groups on this ever-changing situation. Am involved in multiple Zoom and other ways of meeting with these groups daily including weekends.
- Doing Teams meeting each day with Dept. Heads.
- Continue to pass on daily numbers of COVID-19 cases around the State.
- Monitoring crew and making sure that everyone is trying to keep safe and mentally conditioning during stressful times.
- Fire Station is still locked down.
- Conducted monthly Fire and EMS training

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- IPS conducted annual Air Pack Flow Test and found three units that would not pass, down to 12 Air Packs and am currently looking for replacements.
- Conducted Annual Hose Testing and had 4 lengths of hose that failed, currently looking for replacements.
- During windstorm of 09/30 had 17 calls for electrical/trees down issues and 2 calls for alarm activations caused by the storm. Thanks to Public Works for their help with getting barracks set up and with getting trees out of the road.
- Have started to do fire drills at area schools following the new guidelines set up DOE and the FMO.
- Have meeting scheduled with the new Fire Chief in East Millinocket to talk about how we can work together.
- Conducted occupancy permit inspection with CEO.
- Conducted three stove inspections for area residents.
- Followed up with Red Cross on smoke detector requests in Millinocket.

# September Ambulance:

- o AMBULANCE
- o Local BLS: 21
- o Local ALS: 22
- o (NOTE: 20 of these calls were possible COVID-19 and handled as such)
- o Out of Town BLS: 3
- o Out of Town ALS: 3
- No Trans/PA: 3
- o Police Stage: 2
- ACLS Intercept: 0
- o Public Assist: 6
- o Lost Calls BLS: 0
- o Lost Calls Medic: 8
- Lost Calls ACLS (Required Nurse): 0

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### FIRES:

- 1-PUBLIC ASSIST (BURNT BAGEL)
- 2-ELECTRICAL (NOTHING FOUND & WIRE DOWN)
- o 1-SMOKE COMPLAINT
- o 1-BRUSH-GRASS
- 1-VEHICLE (PD CHASE)
- 1-STRUCTURE (CEDAR LAKE)
- IN ONE 12 HOURS SHIFT HAD THE FOLLOWING: 2-ALARMS (POWER ISSUES), 17-ELECTRICAL (POWER LINES/TREES DOWN)

# **Health Officer**

- Participating in numerous teleconferences and webinar concerning the Corona Virus and precautions and protocols recommended by CDC, EMA, and Maine EMS.
- Continue to work on "Mask ME" campaign and getting items out in our region to help promote mask wearing and social distancing.
- Met with individual interested in doing a benefit drive through dinner as a fund raiser and gave them info on rules from CDC.
- Following up on daily basis with school dept. on any issues or problems, things seem to be working very well no issues or concerns.
- Complaint from resident about trash at building outside, checked and then called property owner and will take care of it and placed trash cans with covers for tenants to use.
- Final inspection for new pastry shop.

# **Administration Updates:**

# **Treasurer**

30-day sewer lien foreclosure notices were sent to 22 accounts 10/2.
 This give notice that a sewer lien filed May 17, 2019 for unpaid sewer fees invoiced 4/20 to 9/28 2018 will foreclose November 17, 2020 if the outstanding balance is not paid in full by that date.

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- Bids were opened for four town acquired properties. Orders have been prepared for this week's meeting to approve the bid awards.
   My records indicate there are two properties that can be put out for bid after 10/5, which is the Notice to Vacate deadline.
- There was a lot of grant administration this period.
  - Submitted reimbursement request for \$20,666.48 for Keep
     Maine Healthy Grant. The reset of the funds must be spent by
     Oct 31. Unspent balance is \$24,338.
  - I am also preparing the first payment request for the Airport Cares reimbursement, which should be around \$23K of the \$30K grant.
  - Coordinated providing the outstanding paperwork required for the WWT and the Downtown Revitalization CDBG grants.
- Assisted Town Office with remailing tax bills that were returned due to address problems.
- Still catching up on financial reporting due to vacation.

# Town Clerk/Tax Collector

- Processing Drop box and mail tax, wastewater, and registration payments, absentee ballot applications vial mail, drop box, electronic ABR system, and in person requests.
- new registrations, absentee in person voting requests, and marriage license appointments at the main door, constant line.
- in the process of fulfilling pending absentee ballot requests, received ballots Friday, 10/5, Assistant Clerks' priority and working non-stop, approximately half way through, time consuming process, part time started Monday, 10/5.
  - REMINDER: Absentee ballots requests available until end of business day, Thursday, 10/29.
- Approximately 2 days behind on mail, 6 meetings behind on minutes, unable to answer all emails and phone messages during business hours.
- Dog Licenses will be available 10/12/20 for 2021 registration year.

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- Snowmobile registration stickers available.
  - REMINDER: Online re-registration renewals for Motor Vehicle, Atv, Snowmobile are available through Rapid Renewal Service, as well as other local IF& Wildlife selling Agents processing Hunting/Fishing, snowmobile, atv renewals.

# Human Resources/General Assistance

- GA
- Payroll
- AP's and Warrants
- Letters to Public
- Front office
- Phones, Emails

# Manager/Chair

- Met with staff and council members on 9/28 to discuss administrative changes and concerns.
- Scheduled special town council meeting and executive session for 10/1.
- Coordinated with administration and department heads on several orders of business.
- Prepared manager's report for 10/8 meeting.
- Coordinating with legal counsel as necessary during administrative transition.
- Checking in with the town office daily, if not in person, via email to manage concerns and to plan for upcoming meetings.
- Continuing Our Katahdin Exec meetings and anticipate scheduling an executive session update with the council for next week.
- Thank you to all of our wonderful administration, department heads, staff, and volunteers that keep this town running. It would not be possible without you!

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# Katahdin Comp Plan - Update

Ryan Grindle <RGrindle@emdc.org>
Mon, Oct 5, 2020 at 2:22 PM
To: "mcewencr@gmail.com" <mcewencr@gmail.com>, "mndaigle@myfairpoint.net" <mndaigle@myfairpoint.net>,
"acote@gwi.net" <acote@gwi.net>, "mmadore1955@gmail.com" <mmadore1955@gmail.com>, "Kyleleathers23@gmail.com"
<Kyleleathers23@gmail.com>, "michaelhmichaud@gmail.com" <michaelhmichaud@gmail.com>, "leejl98@yahoo.com"
<leejl98@yahoo.com>, Michael Elliott <MElliott@emdc.org>, Vicki Rusbult <VRusbult@emdc.org>

Helfo all,

My name is Ryan Grindle and I recently transitioned into the role of Regional Development Coordinator here at EMDC. I am in the process of making edits to the plan in regards to formatting and grammatical changes. EMDC is in the process of bringing a new Planner on board, and that person will be taking on the larger, more technical edits. We anticipate having this new person with EMDC by the end of October and this will be a top priority for that position. While this process is taking place Vicki and I will continue to review changes, and check in with DACF to address as much as possible.

Thank you all for your patience in this process, and have a great day.

# Ryan Grindle

Regional Development Coordinator, EMDC

207.974.3247 • 207.356.3819 • emdc.org

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# Millinocket Police **Department**

# Memo

To:

**Council Chairman** 

From:

Chief of Police

CC:

**Town Council** 

Date:

October 2, 2020

Re:

**Activity report** 

- We generated or responded to 284 Incidents since September 1, 2020 to September 30, 2020. It should be noted, that for the same time frame in 2019, there were 495 calls for service. The drop in incident numbers are the result of property checks not being entered individually, but by area.
- Major incidents for the time period (2020) were 26 citizen/agency assists, 9
  medical calls, 29 Information complaints, 9 welfare checks, 8 PD accidents, 11
  disorderly conducts, 8 theft arrests, 9 suspicious and noise problems, 11 911
  hang ups and 5 family fight calls.
- Chiefs report .....
- Still covering for vacations, short shifts and prisoner transports. I am working a
  modified schedule to allow for double coverage during the peak call hours.
- Arrested David Campuzano for Theft of Services (4 counts) and Criminal Mischief after conducting an investigation into theft of electricity to grown marijuana.
- Arrested Hunter Cote for the following as a result of a motor vehicle pursuit;
  - 1. Eluding an Officer,
  - 2. Criminal OUI,
  - 3. Operating without a license,

- 4. Driving to Endanger,
- 5. Exceeding the Speed Limit by more than 30 mph,
- 6. Illegal Transportation of Liquor by a Minor.
- An investigation conducted with the assistance of The U.S. Border Patrol, David Campuzano was arrested for Gross Sexual Assault (Class A Felony) and Domestic Violence ,Strangulation (Class B Felony). Campuzano will also be charged federally for Immigration law violations involving Forced Labor and Trafficking. Campuzano was transported Penobscot County Jail. The victim was transported to St. Joseph Hospital in Bangor for treatment. The marijuana was seized by the Border Patrol Agents, which weighed 13 pounds total and included 135 grams of oil. It should be noted that the total number of hours involved in an investigation such as this is approximately 80-100. Investigating a violent and heinous crime such as this can weigh heavy on an officer. The officers involved should be commended and praised on how professional they all were. I have received positive feedback from the Victims Advocate, US Border Patrol, Homeland Security and the District Attorney's Office.
- The following are attending training in the month of September;
  - Chief Worster Impaired Driving Summit Zoom Completed
    - Security plus Online Ongoing
  - Ofc. Jasper Impaired Driving Summit Zoom Completed
  - Ofc. Hrynuk Impaired Driving Summit Zoom Completed
  - Ofc. Cram Glock Armorer Orono PD Completed
  - Ofc. Shean AR-15 Armorer Bangor PD Completed



# RE: electricity at the bandstand

Tom Malcolm < ChiefMalcolm@millinocket.org>

Tue, Oct 6, 2020 at 9:26 AM

To: "labuns@myfairpoint.net" <labuns@myfairpoint.net>

Cc: Lori Santerre <a href="mailto:chet.org">humanresource@millinocket.org</a>, Cody McEwen <a href="mailto:chet.org">mcewencr@gmail.com</a>

Hi Dave,

If you would give me a call at the Fire Station (723-7026) I can assist you with the procedure for this. 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

From: Lori Santerre < humanresource@millinocket.org >

Sent: Tuesday, October 6, 2020 9:08 AM

To: Tom Malcolm < ChiefMalcolm@millinocket.org>

Subject: FW: electricity at the bandstand

Can you help?

Lori

From: Dave and Mary Labun <a href="mailto:labuns@myfairpoint.net">labuns@myfairpoint.net</a>

Sent: Tuesday, October 6, 2020 8:39 AM

To: Lori Santerre < humanresource@millinocket.org >

Subject: electricity at the bandstand

## Good Morning,

The Knights of Columbus will be having their yearly Public Rosary this coming Saturday (Oct. 10) at the Millinocket bandstand from 12pm to1pm. I'm asking that the power be turned on there from 11:30 to 1pm, the same as in previous years. If we need to contact someone else, please let me know.

Thank you

David Labun

3rd degree Knight

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# TOWN OF MILLINOCKET PUBLIC WORKS DEPARTMENT

20 Cedar Street Millinocket, Maine

Tel. (207)723-7030

Fax (207)723-7029

E-Mail: publicworks@millinocket.org Web Site: www.millinocket.org

October, 2020

To: Harold Davis, Town Manager

From: Ralph Soucier, Public Works Director

Subject: Public Works Activity Report

Safety: Crews continue to follow guidelines for Covid-19.

## Public Works:

Street Paving completed. Crew cutting limbs back on plow routes. Working on Airport Wind Tee. Hauling Winter Sand. Storage barn has been mixed with road salt and sand 100% complete and ready for winter operation. Fleet Maintenance ongoing. Getting ready for winter Operation. Inspecting culverts and drainage ditches before freeze up. Mowing completed. All storm water basins have been cleaned out.

## **Transfer Station:**

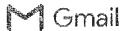
MRC having virtual meeting for public information and questions. Recycle prices still very low. Metal seems to be holding okay.

#### Airport:

Removed wind tee and repairing at Public Works. Replacing electrical parts and sandblasting and painting before re-installing. Crack Sealing has been done on the ramp area before winter for pavement preservation required by MDOT and FAA.

<u>Cemetery:</u> Mowing in good shape. Summer help is now done for the season. Public Works will assist in burials until freeze up. 45 Burials YTD

Respectfully Submitted, Ralph T. Soucier Director Millinocket Public Works



Fax

Craig Worster < ChiefWorster@millinocket.org>
To: Cody McEwen < mcewencr@gmail.com>

Sat, Oct 3, 2020 at 8:54 AM

Cody, Good morning, just giving you a heads up. The fax/printer we have at the station handles our protective orders and paperwork to/from dispatch. There are not many organizations that continue to fax over email, however law enforcement is a bit slow to completely switch over. We have found that ours has decided to not function any longer. The present printer/fax can be fixed, however the part needed for the repair is on back order for 6-8 weeks. I am having to replace the one that we use with a newer one, I am sending an officer to Staples to pick up the replacement today. I have made it a habit to advise the Town Manager whenever I purchase equipment and would need his signature on a purchase order. Luckily, Staples on Hogan Road has one in stock, since everywhere I checked yesterday was out of stock of most printers/supplies, due to COVID.

Just a point of reference, this is also the patrol officers printer, scanner, copier and not just a fax. The newer model will also cost less in terms of the ink cartridges and would not require separate imaging drums. (Cost estimate of \$80-90, verses \$180-240). Estimate cost of the new printer/fax is \$360.

Craig Worster

Chief of Police

Millinocket Police Department.

207-723-9731

207-723-7019

207-350-5018 (cell)

207-723-7004 (Fax)

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# **MEMO**

# Millinocket Wastewater Treatment Facility

October 1, 2020

To: Cody McEwen, Council Chair

From: Jim Charette, Superintendent

Re: WW Operations Report For The Manager's Report.

The treatment facility and pump stations are all functioning well. We are doing our routine maintenance daily as needed, along with lab work. We helped the public works clean up a pretty big oil leak at the recycle building this week. We monitored the standby generators during the recent power outage. This also tested our automated alarm systems. Annual chain fall inspections were done by Pro Industrial Co. this week.



# MILLINOCKET FIRE AND AMBULANCE 222 AROOSTOOK AVENUE MILLINOCKET, ME 04462 www.millinocket.org chiefmalcolm@millinocket.org

# FIRE AND AMBULANCE RUNS REPORT FOR SEPTEMBER 2020

**AMBULANCE** 

Local BLS: 21 Local ALS: 22

(NOTE: 20 of these calls were possible COVID-19 and handled as such)

Out of Town BLS: 3
Out of Town ALS: 3

No Trans/PA: 3

Police Stage: 2

ACLS Intercept: 0

Public Assist: 6

Lost Calls BLS: 0 Lost Calls Medic: 8

Lost Calls ACLS (Required Nurse): 0

FIRES: 1-PUBLIC ASSIST (BURNT BAGEL), 2-ELECTRICAL (NOTHING FOUND & WIRE DOWN), 1-SMOKE COMPLAINT, 1-BRUSH-GRASS (SUSPECIOUS), 1-VEHICLE (PD CHASE), 1-STRUCTURE (CEDAR LAKE) IN ONE 12 HOURS SHIFT HAD THE FOLLOWING: 2-ALARMS (POWER ISSUES), 17-ELECTRICAL (POWER LINES/TREES DOWN)



MILLINOCKET FIRE
AND AMBULANCE
222 AROOSTOOK
AVENUE
MILLINOCKET, ME
04462
www.millinocket.org

chiefmalcolm@millinocket.org

Participating in numerous teleconferences and webinar concerning the Corona Virus and precautions and protocols recommended by CDC, EMA, and Maine EMS.

Continue to work on "Mask ME" campaign and getting items out in our region to help promote mask wearing and social distancing.

Met with individual interested in doing a benefit drive through dinner as a fund raiser and gave them info on rules from CDC.

Following up on daily basis with school dept. on any issues or problems, things seem to be working very well no issues or concerns.

Complaint from resident about trash at building outside, checked and then called property owner and will take care of it and placed trash cans with covers for tenants to use.

Final inspection for new pastry shop.

10/02/2020

Chief Thomas Malcolm Health Officer Town of Millinocket



MILLINOCKET FIRE AND AMBULANCE 222 AROOSTOOK AVENUE MILLINOCKET, ME 04462

# www.millinocket.org chiefmalcolm@millinocket.org

Now have two FF/Paramedic out for injury, Chief filling day shift for time off. Second FF/Medic out till at least end of December due to surgery.

Have been in constant communications with Maine CDC, ME EMS, and other State groups on this ever-changing situation. Am involved in multiple Zoom and other ways of meeting with these groups daily including weekends.

Doing Teams meeting each day with Dept. Heads.

Continue to pass on daily numbers of COVID-19 cases around the State.

Monitoring crew and making sure that everyone is trying to keep safe and mentally conditioning during stressful times.

Fire Station is still locked down.

Conducted monthly Fire and EMS training

IPS conducted annual Air Pack Flow Test and found three units that would not pass, down to 12 Air Packs and am currently looking for replacements.

Conducted Annual Hose Testing and had 4 lengths of hose that failed, currently looking for replacements.

During windstorm of 09/30 had 17 calls for electrical/trees down issues and 2 calls for alarm activations caused by the storm. Thanks to Public Works for their help with getting barracks set up and with getting trees out of the road.

Have started to do fire drills at area schools following the new guidelines set up DOE and the FMO.

Have meeting scheduled with the new Fire Chief in East Millinocket to talk about how we can work together.

Conducted occupancy permit inspection with CEO.

Conducted three stove inspections for area residents.



September 22, 2020

John David, Town Manager Town of Millinocket 197 Penobscot Ave Millinocket, ME 04462

Dear John,

First and foremost, many thanks for your past funding of LifeFlight. Each year, we reach out to municipalities throughout the state to help support our mission of caring for the people of Maine. Your contributions help us make sure that we can help where and when people need us, a challenge that was made even more difficult in the past several months given the pandemic. In return, our commitment to you is that LifeFlight will remain one of the most efficient providers of critical care air medical services in the country, with the lowest costs and charges in New England and the highest levels of safety and clinical performance.

Since 1998, 213 Millinocket residents have been cared for by LifeFlight, with 13 patients treated in the past year. Since the beginning there have also been 12 scene calls - where LifeFlight has landed directly in your town to support your local Fire/Rescue and EMS care for a patient.

LifeFlight provides a variety of services to your community and citizens, including:

- Direct scene response when called by EMS and Fire/Rescue agencies
- Transport of critically ill or injured patients, including those needing organ transplants, who are already in a hospital but need access to specialized care at medical centers across the eastern US
- Mutual aid during disasters
- Clinical education for EMS providers
- Support for critical aviation infrastructure initiatives, such as airport runway improvements

Over the past 22 years, LifeFlight has cared for more than 30,000 patients, and the need for our service continues to grow. Each year requests for LifeFlight increase due to Maine's demographics, changes in stroke and cardiac care, and changes in services at our community hospitals. To meet the need, LifeFlight sends out medical teams from our bases in Sanford, Lewiston, and Bangor, using three helicopters, a fixed wing airplane, rapid response vehicles and specialized ground ambulances. These teams care for Maine by partnering 24-hours-a-day, 365-days-a-year with your local EMS, Fire/Rescue and hospital providers.

This year, COVID-19 has severely impacted LifeFlight—as it has everyone in the state—as we care for Maine's most critically ill patients needing interhospital transfer. New equipment, supplies, PPE, and biocontainment systems will add \$1.8 million dollars of new costs in the next two years.

In a serious emergency, every minute counts. In meeting Maine's need for critical care, every town's participation counts. Town support helps us leverage private donations and allows us to direct all our operating funds to patient care. We hope Millinocket will consider a donation of \$1,127 this coming fiscal year (a rate of \$0.25 per capita) for either the aircraft fund or the COVID relief fund; if no fund is selected, donations will be directed to the aircraft replacement fund. Thank you for your past and continued support of this vital public service. Thank you for helping us be there when needed.

We have attached background information and our financial summary from Fiscal Year 2019. Please contact Victoria Bathgate at The LifeFlight Foundation at 207-230-7092 or vbathgate@lifeflightmaine.org with any questions. If additional information or a specific town application form is required with this request, please let us know. Thank you for your consideration.

Sincerely,

Thomas Judge

Executive Director

LifeFlight of Maine

Kate O'Halloran

Kate O'Halloran Executive Director

LifeFlight Foundation

P.S. If a past request was recently approved and an invoice is required, please contact us so we may submit the invoice.



September 28, 2020

Millinocket Town, Maine Town Manager 197 Penobscot Avenue Millinocket, Maine 04462

Dear Harold Davis Jr.,

I am pleased to inform you that based on and in reliance upon the information and materials provided by Millinocket Town, and the special circumstances Millinocket Town faces administering elections in 2020, the Center for Tech and Civic Life ("CTCL"), a nonprofit organization tax-exempt under Internal Revenue Code ("IRC") section 501(c)(3), has decided to award a grant to support the work of Millinocket Town ("Grantee").

The following is a description of the grant:

AMOUNT OF GRANT: \$55,000.00 USD

**PURPOSE:** The grant funds must be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in Millinocket Town in 2020 ("Purpose").

Before CTCL transmits these funds to Grantee, CTCL requires that Grantee review and sign this agreement ("Grant Agreement") and agree to use the grant funds in compliance with the Grant Agreement and with United States tax laws and the laws and regulations of your state and jurisdiction ("Applicable Laws"). Specifically, by signing this letter Grantee certifies and agrees to the following:

1. Grantee is a local government unit or political subdivision within the meaning of IRC section 170(c)(1).

- 2. This grant shall be used only for the Purpose described above, and for no other purposes.
- 3. Grantee has indicated that the amount of the grant shall be expended on the following specific election administration needs: Ballot drop boxes, Personal protective equipment (PPE) for staff, poll workers, or voters, Poll worker recruitment funds, hazard pay, and/or training expenses, Polling place rental and cleaning expenses for early voting or Election Day, Temporary staffing, and Vote-by-mail/Absentee voting equipment or supplies. Grantee may allocate grant funds among those needs, or to other public purposes listed in the grant application, without further notice to or permission of CTCL.
- 4. Grantee shall not use any part of this grant to make a grant to another organization, except in the case where the organization is a local government unit or political subdivision within the meaning of IRC section 170(c)(1) or a nonprofit organization tax-exempt under IRC section 501(c)(3), and the subgrant is intended to accomplish the Purpose of this grant. Grantee shall take reasonable steps to ensure that any such subgrant is used in a manner consistent with the terms and conditions of this Grant Agreement, including requiring that subgrantee agrees in writing to comply with the terms and conditions of this Grant Agreement.
- 5. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs may be applied to the grant. The Grantee shall expend the amount of this grant for the Purpose by December 31, 2020.
- 6. Grantee is authorized to receive this grant from CTCL and certifies that (a) the receipt of these grant funds does not violate any Applicable Laws, and (b) Grantee has taken all required, reasonable and necessary steps to receive, accept and expend the grant in accordance with the Purpose and Applicable Law.
- 7. The Grantee shall produce a brief report explaining and documenting how grant funds have been expended in support of the activities described in paragraph 3. This report shall be sent to CTCL no later than January 31, 2021 in a format approved by CTCL and shall include with the report a signed certification by Grantee that it has complied with all terms and conditions of this Grant Agreement.
- 8. This grant may not supplant previously appropriated funds. The Grantee shall not reduce the budget of the Municipal Clerk ("the Election Department") or fail to appropriate or provide previously budgeted funds to the Election Department for the term of this grant. Any amount supplanted, reduced or not provided in contravention of this paragraph shall be repaid to CTCL up to the total amount of this grant.
- 9. CTCL may discontinue, modify, withhold part of, or ask for the return all or part of the grant funds if it determines, in its sole judgment, that (a) any of the above terms and conditions of this grant have not been met, or (b) CTCL is required to do so to comply with applicable laws or regulations.



10. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs for the Purpose may be applied to the grant.

Your acceptance of and agreement to these terms and conditions and this Grant Agreement is indicated by your signature below on behalf of Grantee. Please have an authorized representative of Grantee sign below, and return a scanned copy of this letter to us by email at <a href="mailto:grants@techandciviclife.org">grants@techandciviclife.org</a>.

On habolf of CTCI I extend my hart without in your work.

Center for Fech and Civic Life

**GRANTEE** 

Bv: \_\_\_\_\_

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

Date: \_\_\_\_\_

CENTER FOR TECH & CIVIC LIFE 233 N. MICHIGAN AVE., SUITE 1800 CHICAGO, IL 60601 HELLO@TECHANDCIVICLIFE.ORG

PAGE 3

PROVIDING FOR: Execution of the Warrant for October 8, 2020	
IT IS ORDERED that the Warrant for October 8, 2020 in the amount of \$ is herel approved.	bу
Passed by the Town Council	
Attest:	

PROVIDING FOR: Approval of an Application for an Entertainment License for Hang Wong Chinese Restaurant.
IT IS ORDERED that the attached application for an Entertainment License is hereby approved for:
Hang Hong Yang Corp, 973 Street, Millinocket d/b/a Hang Wong Chinese Restaurant, 973 Central Street, Millinocket
Passed by the Town Council
Attest:

\$2500 pl.

# TOWN OF MILLINOCKET

# APPLICATION FOR A SPECIAL AMUSEMENT LICENSE

NAME OF APPLICANT - Lang Lines Vally Coff RESIDENCE 973 Centrals.
NAME OF APPLICANT TILL & FOUND TILL WITH RESIDENCE
NAME OF BUSINESS Hang Wong Chinese Restadoress 973 Central
NATURE OF BUSINESS CLENCE LISTAMENT LOCATION TO BE USED 973 CENTRAL
RESIDENCES OF APPLICANT IN LAST FIVE YEARS: 27 COUNTRY MULICIANCE
HAS APPLICANT HAD A LICENSE DENIED OR REVOKED?  YESNO  F YES, CIRCUMSTANCES ARE SPECIFICALLY AS FOLLOWS:
HAVE YOU (INCLUDING PARTNERS OR CORPORATE OFFICERS) EVER BEEN CONVICTED OF A FELONY?  YES NO V  FYES, WHO - CIRCUMSTANCES ARE AS FOLLOWS:
COPY OF CURRENT LIQUOR LICENSE (IF APPLICABLE).
TO THE PROPERTY OF THE PROPERT

OTHER INFORMATION MAY BE REQUESTED BY THE MUNICIPAL OFFICERS.

## State of Maine

DEPARTMENT OF HEALTH AND HUMAN SERVICES

EST ID: 3200

EATING PLACE TIER 3 200 Seats (in)

HANG WONG YANG 973 CENTRAL ST MILLINOCKET ME 04462

ATTN YANG DENG XIU HANG HONG YANG CORP HANG WONG YANG 973 CENTRAL ST MILLINOCKET **ME 04462** 



EXPIRES: 10/18/2020

FEE: \$230.00

Jeanne A. Lambras

Commissioner

NON-TRANSFERABLE

BUSINESS Hangward

ORDER # 2462020

# COVER SHEET FOR LIQUOR, ENTERTAINMENT OR VICTUALER LICENSE APPLICATIONS

<b>TAXES</b>	ARE	CUR	RENT
	1	lati	X

(N/A)

Yes\_\_\_\_ No\_\_\_

WASTEWATER IS CURRENT

Yes. No\_\_\_\_

POLICE INCIDENTS IN THE PAST YEAR (IF APPLICA'BLE PLEASE LIST)

Yes\_\_\_\_ No\_\_\_

#### **Diana Lakeman**

From:

Craig Worster

Sent:

Tuesday, October 06, 2020 6:16 AM

To:

Diana Lakeman

Subject:

RE: requests of incidents

They are clear of any negative incidents.

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.

From: Diana Lakeman <townclerk@millinocket.org>

Sent: Monday, October 05, 2020 9:20 PM

To: Craig Worster < ChiefWorster@millinocket.org>

**Subject:** requests of incidents

Requests of incidents, if applicable, for an entertainment license application to be brought to council action on 10/8, for:

Hang Hong Yang Corp, 973 Central Street

d/b/a

Hang Wong Chinese Restaurant, 973 Central Street

#### 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

PROVIDING FOR: Approval of an Application for a Malt, Vinous and Spirituous Liquor License for Hang Wong.
IT IS ORDERED that the attached application for a malt, vinous and spirituous liquor license is hereby approved for:
Hang Hong Yang Corp,973 Central Street. d/b/a Hang Wong Chinese Restaurant, 973 Central Street.
Passed by the Town Council

Attest:

### BUREAU OF ALCOHOLIC BEVERAGES DIVISION OF LIQUOR LICENSING & ENFORCEMENT 164 STATE HOUSE STATION AUGUSTA, ME 04333-0164

Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded.

To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.



DEPARTMENT USE ONLY				
LICENSE NUMBER:	CLASS:			
DEPOSIT DATE				
AMT. DEPOSITED:	BY:	_		
CK/MO/CASH:				

PRESENT LICENSE EXPIRES 9 | 18 | 2026

INDICATE TYPE OF PRIVILEGE: WMALT SPIRITUOUS VINOUS

If business is NEW or under new ownership, indicate starting date:

 Requested inspection date:

 Business hours:

9. Business records are located at: 973 Central 5t millinaxe7 mz 04467

TVDTO 1000	
RESTAURANT (Class I,II,III,IV)	YPE OF LICENSE:
	🚅 RESTAURANT/LOUNGE (Class XI)
HOTEL-OPTINONAL FOOD (Class I-A)	HOTEL (Class I,II,III,IV)
্র CLASS A LOUNGE (Class X)	் CLUB-ON PREMISE CATERING (Class I)
் CLUB (Class V)	GOLF CLUB (Class I,II,III,IV)
→ TAVERN (Class IV)	□ OTHER:
REFER TO PAGE 3	FOR FEE SCHEDULE
ALL QUESTIONS MUS	T BE ANSWERED IN FULL
1. APPLICANT(S) -(Sole Proprietor, Corporation, Limited	2. Business Name (D/B/A)
Liability Co., etc.)	
Hang Hong Yang Yang DOB:	Hans wons chinese Restaurant
DOB:	
	Location (Street Address)
DOB:	973 central 3t
Address 973 Central 3t	City/Town State Zip Code millingeket mt O44462
millinocket ME 04462	Mailing Address 973 CENTRAL 3+
City/Town State Zip Code	City/Town State Zip Code
207 723 6084	millinocket mt 04462
Telephone Number Fax Number	Business Telephone Number Fax Number
Federal I.D. # #27 3294625	207 723 6084
Tellera 1.10. # 41 32940 KJ	Seller Certificate #
3. If premises is a hotel, indicate number of rooms available for tran	sient guests:
4. State amount of gross income from period of last license: ROOM	
5. Is applicant a corporation, limited liability company or limited pa	
If YES, complete Supplementary Questionnaire	-
6. Do you permit dancing or entertainment on the licensed premises'	? YES & NO &
7. If manager is to be employed, give name:	

11. Is/are applicant(s) residents of the State of Maine?  YES	ٹ NO ٹ	45
12. List name, date of birth, and place of birth for all applicants, ma Use a separate sheet of paper if necessary.	anagers, and bar managers.	Give maiden name, if married:
Name in Full (Print Clearly)	DOB	Place of Birth
Yang bens xiu	1 - 10 - 140	peoples pepublic
		of China
Residence address on all of the above for previous 5 years (Limit	answer to city & state	
2015 - 2620 millinocke	T	
13. Has/have applicant(s) or manager ever been convicted of any v of any State of the United States? YES in NO		
Name:	_ Date of Conviction: _	
Offense:	Location:	
Disposition:		
14. Will any law enforcement official benefit financially either directly Yes No If Yes, give name:	ectly or indirectly in your lic	cense, if issued?
15. Has/have applicant(s) formerly held a Maine liquor license?	YES 🛂 NO 🝱	
16. Does/do applicant(s) own the premises? Yes No is If	No give name and address in our 1 mg 04462	
" : 1 + il the marriage to be licensed: (Supplemental I	Diagram Required) HONS	WONT CONTRESC
located in Pampla motor Lodge 913	central st. milt	MI-0440 Z
18. Does/do applicant(s) have all the necessary permits required by YES NO Applied for:		
19. What is the distance from the premises to the <b>NEAREST</b> school measured from the main entrance of the premises to the main or parish house by the ordinary course of travel?	Which of the above is near	est? Church
20. Have you received any assistance financially or otherwise (income self in the establishment of your business? YES INO NO	luding any mortgages) from	a any source other than your-
If YES, give details:		1 1
The Division of Liquor Licensing & Inspection is hereby authorize pertaining to the business, for which this liquor license is request in which any liquor license is in effect.  NOTE: "I understand that false statements made on this form mation on this form is a Class D offense under the Criminal Coditary fine of up to \$2,000 or both."	are nunishable by law. K	nowingly supplying false infor-
Dated at: Millin ockeT on on	9/18/2020 Date	_,20 <u>20</u>
Please sign in blu	ue ink	
_		ant or Corporate Officer(s)
Signature of Applicant or Corporate Officer(s)	YANG DE	
Print Name	Pr	int Name
A AGREE - STREET		

YES ت NO کا

10. Is/are applicants(s) citizens of the United States?



### State of Maine

Bureau of Alcoholic Beverages Division of Liquor Licensing and Enforcement

## Supplemental Information Required for Business Entities Who Are Licensees

For Office Use Only:	7
License #:	
Date Filed:	

For information required for Questions 1 to 4, this information is on file with the Maine Secretary of State's office and must match their record information. Please clearly complete this form in its entirety. 1. Exact legal name: Hang Hong Yans corporation 2. Other business name for your entity (DBA), if any: Hans wons chinese Restaurant Date of filing with the Secretary of State: 9 18 2020 3. State in which you are formed: main? 4. 5. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine: 6. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attached additional sheets as needed) Name Address for Previous 5 years Date of Ownership Birth % Your hery xiu maine city 2/21/72 100 2015 - 2020 7. Is any principal person involved with the entity a law enforcement official? No Yes 8. If Yes to Question 7, please provide the name and law enforcement agency: Name: \_\_\_\_\_\_ Agency: \_\_\_\_\_

9.	than minor traffic violation	_		ed of any violation of	. me iaw, omei
	Yes No				
10.	If Yes to Question 9, pleas	se complete the follow	ving: (attached ac	dditional sheets as nee	eded)
	Name:				
	Date of Conviction:				
	Offense:				
	Location of Conviction:				
Signa					
	Young pens xi'u		Press	9/18/2020	
Signa	ture of Duly Authorized Per	son	Date		
Drint	An A DENG X Name of Duly Authorized P	IU			
rim	Name of Duly Authorized F	Erson			
office	have questions regarding please call (207) 624-7752 of this supplemental inform	2. The SOS can only	speak to the info	rmation on file with t	heir office, not the
Subm	it Completed Forms To:	Bureau of Alcoho Division of Liquo 164 State House S Augusta, Me 0433 Telephone Inquiri Fax: (207) 287-34 Email Inquiries:	or Licensing and I Station 33-0101 ies: (207) 624-72 124	220	

### **NOTICE - SPECIAL ATTENTION**

All applications for NEW or RENEWAL liquor licenses must contact their Municipal Officials or the County Commissioners in unincorporated places for approval of their application for liquor licenses prior to submitting them to the bureau.

## THIS APPROVAL EXPIRES IN 60 DAYS.

#### FEE SCHEDULE

Class I	Spirituous, Vinous and Malt
Class I-A	Spirituous, Vinous and Malt, Optional Food (Hotels Only)
Class II	Spirituous Only
Class III	Vinous Only  CLASS III: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges;  Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants;  Vessels; Pool Halls; and Bed and Breakfasts.
Class IV	Malt Liquor Only
Class V	Spirituous, Vinous and Malt (Clubs without Catering, Bed & Breakfasts)
Class X	Spirituous, Vinous and Malt – Class A Lounge
Class XI	Spirituous, Vinous and Malt – Restaurant Lounge
FILING F	EE \$ 10.00
UNORGAI	NIZED TERRITORIES \$10.00 filing fee shall be paid directly to County Treasurer. All applicants in unoritories shall submit along with their application evidence of payment to the County Treasurer.
PUBLIC S	st accompany application, made payable to: TREASURER, STATE OF MAINE DEPARTMENT OF AFETY, LIQUOR LICENSING AND INSPECTION DIVISION, 164 STATE HOUSE STATION, AU-E 04333-0164. Payments by check subject to penalty provided by Sec. 3, Title 28A, MRS.

	1/1:00	STATE OF MAINE /	
Dated at:	Millingget	, Maine LINOUSCAL	SS
On:	10 8 2070	(County)	_

The undersigne	d being:	<u>ن</u>	Municipal Office	ق rs	County Comm	nissioners	Λ	of the	
T فك City ك	own أ	Plantation		ed Place	of: Mi	llinoch	et		, Maine
Hereby certify th Maine Revised S	at we have g tatutes and l	given public n nerby approve	notice on this application.	ation and he	ld public hearir	ng thereon as re	equired by S	ection 653	Title 28A
			·						

## THIS APPROVAL EXPIRERS IN 60 DAYS

#### NOTICE – SPECIAL ATTENTION

§ 653. Hearings; bureau review; appeal

Date

Hearing. The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, shall hold a public hearing for the consideration of applications for new on-premise licenses and applications for transfer of location of existing on-premise licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

A. The bureau shall prepare and supply application forms. [1993, c.730, §27(amd).]

- B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c.140, §4 (amd).]
- C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new onpremise license, for transfer of the location of an existing on-premise license or for renewal of an on-premise license within 60 days of
  the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the
  date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as
  well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premise license
  that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premise
  license that has been extended pending renewal with 120 days of the filing of the application. [1999, c589, §1 (amd).]
- 2. Findings. In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:

A. Conviction of the applicant of any Class A, Class B or Class c crime: [1987, c45, Pt.A§4 (new).]

- B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control; [1987, c.45, Pt.A§4(new).]
- C. Conditions of record such as waste disposal violations, health or safety violation or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner. [1993, c.730, §27 (amd).]
- D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises; [1989, c.592,§3 (amd).]

E. A violation of any provision of this Title; and [1989, c.592, §3 (amd).]

F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601. [1989, c.592, §4 (new).]

[1993, c730, §27 (amd).]

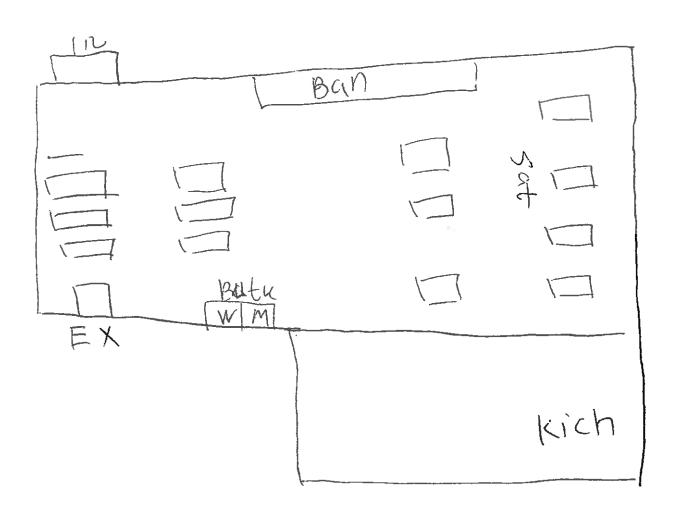
3. Appeal to bureau. Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.

A. [1993, c.730, §27 (rp).]

- 4. No license to person who moved to obtain a license. (REPEALED)
- (TEXT EFFECTIVE 3/15/01) Appeal to District Court. Any person or governmental entity aggrieved by a bureau decision under this section
  may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.

An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

## PREMISE DIAGRAM



PROVIDING FOR: Abatement of sewer fees at 359 Katahdin Avenue.
IT IS ORDERED that sewer fees in the amount of \$526.93 for a property located at 359 Katahdin Avenue, Map U03, Lot 311, be abated.
<b>NOTE:</b> The excessive fees were due to a broken water pipe after the water meter which has since been repaired. After speaking with the homeowners, the Wastewater Superintendent determined this was not due to negligence.
PASSED BY THE COUNCIL:
ΔΤΤΕSΤ·

#### **Diana Lakeman**

From:

Jim Charette

Sent:

Wednesday, September 30, 2020 1:17 PM

To:

Diana Lakeman

Subject:

Nagle Abatement Request. Nagle Abatement Request.pdf

Follow Up Flag:

Attachments:

Follow up

Flag Status:

Completed

Hi Diana,

Would you please do an order up for this abatement request which is attached to this email. The October 8th meeting would be great.

If you have any questions, please let me know anytime.

Thank you,

Jim Charette, Superintendent Millinocket WWTF 197 Penobscot Ave. Millinocket, ME 04462 207-723-7040 or 207-731-3534

## Millinocket Wastewater Treatment

# Memo

To:

**Town Council** 

From:

Jim Charette, Superintendent

Date:

9/28/2020

Re:

Abatement Request.

As you know, we receive abatement requests on occasion. Recently I have received a request from Justin Nagle of 359 Katahdin Ave., to abate excessive fees. The amount requested is on the abatement form itself. His request is due to a leak from a broken pipe, which has since been repaired. This is a one-time only abatement, the same as the water company. This leak was prior to the elimination of the abatement program.



# Town of Millinocket Wastewater Treatment

197 Penobscot Avenue, Millinocket, Malne

723-7040

	Name - Justin Marda	
	Name : Justin Nagle	
	Address: 359 Katahdin Ave.	
	Telephone # 4 754 2256	
	Telephone #: 754-3256	
Wast	tewater Account #: 140258	
Amo	ount Of Abatement Requested : \$526.93	
Aillo	unt Of Abatement Requested : \$520.55	
<b>5</b>	E. Abadama d D. marek. The legitimes due to a business size	
Kea	ason For Abatement Request : The leak was due to a broken pipe.	
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
as The Wate	er Involved In This Request Metered Or Unmetered : N/A	
	Date Of Request : 9/28/2020	
	Statement Of Understanding	
	signing below, I acknowledge that I have read and understood the Town of Millinocket's	
wast	tewater abatement policy entitled "Abatements of and Discounts to the Sewer Use Charge",	

Request for abatements of sewer use charges.

Requested By

and that this application for such request meets the guidelines in said document.

1 182020 Date

	Bill To:	Account:
NIACLE HICHNO	NAGLE, JUSTIN C.	140258
		Type Code:
	RE Account	Map Lot:
	o	U03-311

Owner: NAGLE, JUSTIN C.
Location: 359 KATAHDIN AVENUE

Billable Percentage:	H		Rate Code:	Service:	Frequency:	Meter Digits:	Meter Size:	Book / Seq:
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65.00	65.00	80,00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	100.00	100.00	100.00	100,00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	626.93	Amount

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## **UT Account 140258 Detail** as of 09/28/2020 - Sewer

Name: NAGLE, JUSTIN C.

42 MAPLE STREET NEW GLOUCESTER, ME 04026

Location: 359 KATAHDIN AVENUE RE Acct: 0 Map/Lot: U03-311

Bill	Date	Reference	С	Principal	Tax	Interest	Costs	Total
247	08/21/20			626.93	0.00	0.96	0.00	627.89
243	04/29/20			100.00	0.00	2.70	0.00	102.70
240	01/30/20			100.00	0.00	4.67	0.00	104.67
236	10/30/19			0.00	0.00	0.00	0.00	0.00
230	07/31/19			0.00	0.00	0.00	0.00	0.00
222				0.00	0.00	0.00	0.00	0.00
218	01/30/19			0.00	0.00	0.00	0.00	0.00
210	10/24/18			0.00	0.00	0.00	0.00	0.00
203	08/08/18			0.00	0.00	0.00	0.00	0.00
199	04/20/18			0.00	0.00	0.00	0.00	0.00
193	01/30/18			0.00	0.00	0.00	0.00	0.00
187	10/27/17			0.00	0.00	0.00	0.00	0.00
184				0.00	0.00	0.00	0.00	0.00
178				0.00	0.00	0.00	0.00	0.00
173	01/27/17			0.00	0.00	0.00	0.00	0.00
170	10/20/16			0.00	0.00	0.00	0.00	0.00
164	08/05/16			0.00	0.00	0.00	0.00	0.00
159	04/15/16			0.00	0.00	0.00	0.00	0.00
153	01/27/16			0.00	0.00	0.00	0.00	0.00
150	10/30/15			0.00	0.00	0.00	0.00	0.00
144	08/13/15			0.00	0.00	0.00	0.00	0.00
140	04/28/15			0.00	0.00	0.00	0.00	0.00
137	01/16/15			0.00	0.00	0.00	0.00	0.00
134				0.00	0.00			
	10/27/14					0.00	0.00	0.00
129	07/29/14			0.00	0.00	0.00	0.00	0.00
125	04/23/14			0.00	0.00	0.00	0.00	0.00
121	01/31/14			0.00	0.00	0.00	0.00	0.00
112	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
105	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
99	10/23/12			0.00	0.00	0.00	0.00	0.00
96	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
88	01/31/12			0.00	0.00	0.00	0.00	0.00
85	10/21/11			0.00	0.00	0.00	0.00	0.00
82.	07/25/11			0.00	0.00	0.00	0.00	0.00
79	04/25/11			0.00	0.00	0.00	0.00	0.00
	01/20/11			0.00	0.00	0.00	0.00	0.00
70	10/18/10			0.00	0.00	0.00	0.00	0.00
66	07/16/10			0.00	0.00	0.00	0.00	0.00
58	04/16/10			0.00	0.00	0.00	0.00	0.00
54	01/15/10			0.00	0.00	0.00	0.00	0.00
53	10/21/09**			0.00	0.00	0.00	0.00	0.00
49	07/15/09**			0.00	0.00	0.00	0.00	0.00
45	04/17/09**			0.00	0.00	0.00	0.00	0.00
42	01/20/09**			0.00	0.00	0.00	0.00	0.00

Millinocket 11:14 AM

## UT Account 140258 Detail as of 09/28/2020 - Sewer

09/28/2020 Page 2

Name: NAGLE, JUSTIN C.

**42 MAPLE STREET** NEW GLOUCESTER, ME 04026

Location: 359 KATAHDIN AVENUE

RE Acct: 0 Map/Lot: U03-311

Bill Date Reference C	Principal	Tax	Interest	Costs	Total
39 10/24/08	0.00	0.00	0.00	0.00	0.00
12 07/15/08	0.00	0.00	0.00	0.00	0.00
11 04/16/08	0.00	0.00	0.00	0.00	0.00
09/28/2020	826.93	0.00	8.33	0.00	835.26

	Per Diem
247	0.1374
243	0.0219
240	0.0219
Total	0.1812

PROVIDING FOR: Acceptance of bid for Ram 1500 4x4 Crew Cab.

IT IS ORDERED that the Millinocket Town Council accept the bid from Thornton Brothers of Lincoln for a 2020 1500 Dodge Ram 4x4 Crew Cab (Classic Badge) for a total cost of \$27,712 which includes a \$2,200 trade in for the 2016 Ford Taurus Police Interceptor.

NOTE:	The To	wn received the following bids:	
1.	Quirk	Ford of Bangor – Explorer SUV Patrol	\$39,493
	•	Hourly Labor Rate - \$120.88	
		2020 Model	
	•	Trade In Value – \$7,158.00?	
2.	Quirk	Ford of Bangor - F 150 Police Responder	\$32,772.
	•	Hourly Labor Rate - \$120.88	
	•	2020 model	
	•	Trade In Value - \$7,158.00	
3.	<b>Thornt</b>	ton Brothers of Lincoln Durango SUV Patrol	\$33,201
	: **	Hourly Labor Rate - \$78.00	
	•	2020 model	
		Trade In Value - \$2,200.00	
4.	<b>Thornt</b>	on Brothers of Lincoln- Ram 1500 Police Responder	\$27,712
	•	Hourly Labor Rate - \$78.00	
	•	2020 model	
	•	Trade In value \$2,200.00	
5.	Pratt o	f Calais CMC Sierra	\$32,755
	•	<ul><li>Hourly Labor Rate- \$30.00 to \$90.00</li></ul>	
	•	2020 Model	
	•	Trade In Value – N/A	

Note: No changes from previous submission (Order #208-2020)

	PASSEI	PASSED BY THE COUNCIL:				
ATTEST:	<u>.</u>					

#### **Diana Lakeman**

From:

Cody McEwen <mcewencr@gmail.com>

Sent:

Monday, October 05, 2020 12:35 PM

To: Cc: Diana Lakeman; Lori Santerre; Mary Alice Cullen

Subject:

Craig Worster Fwd: Cruiser

Attachments:

Katahdin Motor Letter bid.pdf

Follow Up Flag:

Follow up

Flag Status:

Flagged

Can we have the cruiser bids put back on the agenda for Thursday? Can the attached letter also be added to the order for communication sake?

Best, Cody

----- Forwarded message -----

From: Craig Worster < ChiefWorster@millinocket.org>

Date: Sun, Oct 4, 2020 at 12:42 PM

Subject: Cruiser

To: Cody McEwen < mcewencr@gmail.com >

Cc: Michael Winslow < mWinslow@millinocket.org >

Cody, Thank you for the input on the cruiser bids. I would like to discuss this matter at the 10/8 council meeting, we are having more mechanical issues with the cruiser we are trading in. I will attach the letter from Katahdin Motors as well. I stated before, I would like to buy this vehicle local, for not just to buy local aspect but the ease of getting the vehicle serviced.

- Katahdin Motors refusal to quote the bid letter
- Pelletier Motors in Lincoln stating that they can't compete with Dodge/Ram.
- The SUV's quoted being significantly more money and would put the cost of replacement over the budgeted amount of \$35,000.
- This vehicle is replacing the vehicle that is primarily used by the patrol officers, they have all indicated that a truck would suit their needs.
- I have spoken with area departments that have purchased and used a patrol truck and they have all indicated that they would purchase one again.
- The distance from the ground to step into the SUV is 18" and the same distance to the step of the patrol truck is 15" and 22" to the same point as the SUV.
- Average of over 100 inches of snow per year, many times challenge the SUV's clearance.
- Last year we had damage done to the front end of an SUV going through a "windrow" costing approximately \$1500.
- Value at the end of the service life, SUV is approximately \$6600.00 trade in value and the truck is approximately\$ 13,000.00-16,000.00.
- Went to the dealership in Calais, because a former Chief now works there and was hoping for a better quote.
- Sent out approximately 12-15 request for bids to dealerships around the state and only received 5 back.

Craig Worster

Chief of Police

Millinocket Police Department.

207-723-9731

207-723-7019

207-350-5018 (cell)

207-723-7004 (Fax)

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[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.]



August 3, 2020

John Davis, Town Manager Town of Millinocket 197 Penobscot Ave. Millinocket, Me 04462

Subject: Police Bid

Dear Mr. Davis:

Thank you for the opportunity to bid on a police vehicle. I've spent hours researching the Ford specs that the bid was based upon in order to offer comparable specifications.

The Tahoe is a much more robust vehicle and really should be compared to the Ford Expedition. Unfortunately, Chevrolet is introducing an all new model for 2021 and they have NOT yet released a production start date for the 9C1 (Police Pursuit Vehicle). Nor have they released complete pricing on the KERR police upfit packages that are required in order to meet the towns specifications. As a result, ! was not able to bid a Tahoe at this time.

As to the Silverado, Chevrolet does not offer a Police Pursuit Vehicle in the Silverado. But they offer a Special Service Vehicle (5W4), which allows for Police type upfits. Here again, I was not able to get the KERR police upfit pricing on that vehicle either. So, I was not able to bid the Silverado SSV.

I had significant communications with Chevrolet's Police vehicle rep for the Northeast and I spoke with the KERR rep as well. Even if I had pricing, I could not estimate delivery dates, because the Chinese Virus caused significant disruptions in production lead times.

If you have any questions, please contact me at 723-5154. I thank you for this opportunity and look forward to working with you in the future.

Sincerely,

Dennis J. Muzzhy

Katahdin Motors, Inc.

**PROVIDING FOR:** PROVISION OF AVIATION FUEL AT THE MILLINOCKET MUNICIPAL AIRPORT

WHEREAS, the availability of aviation fuel at the Millinocket Municipal Airport is necessary for successful operation of that facility; and

WHEREAS, the Town has acquired the equipment necessary to provide aviation fuel to users of the airport; and

WHEREAS, World Fuel Services, Inc., has agreed to provide aviation fuel at the airport for sale by the Town to users of the airport; and

NOW THEREFORE,

IT IS ORDERED that the attached Fuel Supply Agreement is approved;

IT IS FURTHER ORDERED that the Public Works Director is authorized and directed to:

1-execute and deliver the Fuel Supply Agreement on behalf of the Town on the condition that the Town's insurance companies agree to the requirements of Sections 12(b), 12(c) and 13 of the Agreement;

- 2- take all action necessary to implement the agreement and purchase aviation fuel as needed for the airport as provided in the agreement; and
- 3-file an original of the Agreement with the Town Clerk.

IT IS FURTHER ORDERED that the attached Branding Agreement is approved;

IT IS FURTHER ORDERED that the Public Works Director is authorized and directed to:

	,		

1-execute and deliver the Branding Agreement on behalf of the Town;

2- take all action necessary to implement the Agreement, including but not limited to, enrolling the Town in the Excess Liability Insurance Program pursuant to Section 6 of the Agreement; and

3-file an original of the Agreement with the Town Clerk.

IT IS FURTHER ORDERED that the attached Electronic Funds Transfer Authorization Agreement for payment for sales of aviation fuel by credit or debit card is approved;

IT IS FURTHER ORDERED that the Treasurer is authorized and directed to:

1-execute and deliver the Electronic Funds Transfer Authorization Agreement on behalf of the Town;

2- take all action necessary to implement the Agreement; and

3-file an original of the Agreement with the Town Clerk.

12/594 00073269.docx

	PASSED BY THE COUNCIL:	
ATTEST:		



#### **FUEL SUPPLY AGREEMENT**

THIS FUEL SUPPLY AGREEMENT (this "Agreement") is made and entered into this 1st day of September, 2020 (the "Effective Date") by and between TOWN OF MILLINOCKET ("Customer"), a Maine municipal corporation located at 197 Penobscot Avenue, Millinocket, ME 04462 and WORLD FUEL SERVICES, INC., a Texas corporation on its behalf and on behalf of its Affiliates (collectively "Seller") located at 9800 N.W. 41st Street, Miami, FL 33178.

#### WITNESSETH:

WHEREAS, Seller markets and distributes aviation fuels, and Customer is in the business of operating an aviation facility which uses aviation fuels; and

WHEREAS, the parties have agreed that Seller will sell aviation fuels to Customer and Customer will purchase aviation fuels from Seller in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and undertakings set forth herein, Customer and Seller hereby agree:

- Scope. During the Term (as defined below), Seller agrees to sell and Customer agrees to purchase all of 1. Customer's requirements at Customer fixed-based operation site at Millinocket Municipal Airport (KMLT), 16 Old Medway Road, Millinocket, ME 04462 (the "FBO") for branded and unbranded aviation gasoline, jet fuel, and any other products sold hereunder exclusively from Seller and that it will not purchase any such fuels or products for the FBO from any other corporation, company, entity, or person. Customer represents and warrants that all products and services purchased hereunder will be for the purpose of conducting its business and that no aviation gasoline purchased hereunder shall be used or sold for non-aviation use. World Fuel has a contract fuel program that allows its Flight Operator customers ("World Fuel Customers") to purchase Fuel from World Fuel (or its affiliates) worldwide through a network of FBOs and other suppliers (the "Contract Fuel Program"). During the Term, in the event Customer engages in contract fuel sales, Customer agrees to use Seller's Contract Fuel Program exclusively. Customer covenants that all contract fuel sales will be through Seller's Contract Fuel Program and that it will not use any other supplier's contract fuel program. Customer agrees to exclusively sell to World Fuel, and World Fuel agrees to purchase from Customer, aviation fuel for delivery at the Airport by Customer to all World Fuel Customers that participate in the Contract Fuel Program. World Fuel issues World Fuel Customers proprietary cards that World Fuel Customers can use to purchase Fuel at FBOs ("Cards"). Customer agrees to: deliver fuel to World Fuel Customers (a) upon presentment of a Card to Customer (each, a Card Transaction); and (b) pursuant to sales orders or authorizations issued by World Fuel (each, a "Sales Order", and with Card Transactions, "Customer Transactions") to Customer for fuel, Customer shall obtain electronic or manual authorization from World Fuel for all Customer Transactions.
- 2. <u>Duration and Renewal</u>. This Agreement shall be for an initial term of three (3) years beginning on the Effective Date (the "Initial Term"). This Agreement shall automatically renew for subsequent annual periods ("Subsequent Terms", and with the Initial Term, the "Term") unless cancelled by either party providing written notice to the other party of its election to terminate at least ninety (90) days prior to the end of the Initial Term or the applicable Subsequent Term.
- 3. <u>Pricing.</u> Unless otherwise agreed in writing by the parties, the price per gallon for products sold hereunder shall be as established by Seller from time to time in its discretion. Prices are exclusive of all Taxes (as defined in Section 10) additives, freight charges, surcharges and fees. Notwithstanding any written agreement to the contrary, if Seller's cost of supplying fuel or services to Customer increases then, upon written notice to Customer, Seller may adjust its prices at affected delivery locations. Price changes will take effect as of the date of notification.
- 4. Product and Product Standard. Seller warrants to Customer that the products sold hereunder are Jet Turbine Fuel and 100LL Aviation Gasoline and that such products will comply with the following requirements, as applicable: Jet Turbine Fuel produced by a refinery in the United States shall meet ASTM D 1655, latest revision, and Jet A-1 Turbine Fuel produced by a refinery in Canada shall meet the requirements of CAN/CGSB-3.23, latest revision. 100LL aviation gasoline produced by a refinery in the United States shall meet ASTM D 910, latest revision. Seller warrants to Customer that it has title to the products delivered hereunder, and Seller warrants to Customer that it has the right to sell such products and that they are free from liens and adverse claims of every kind. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION, SELLER MAKES NO WARRANTIES OF ANY KIND TO CUSTOMER REGARDING THE PRODUCT SOLD HEREUNDER, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- Credit and Payment Terms. Payment by Customer shall be made by means of check, and the terms shall be net thirty (30) days subject to credit approval by Seller. Past due amounts shall accrue interest at a rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is less. All amounts more than fifteen (15) days past due shall incur an additional five percent (5%) administrative fee. Any waiver by Seller of interest charges or administrative fees on a particular invoice shall not be construed as a waiver by Seller of its right to impose such charges on other or subsequent deliveries. Seller reserves the right to apply Customer's payments to any outstanding invoices or obligations of Customer, as determined by Seller in its sole discretion, without regard to the aging of any account. Customer shall be liable for all fees and costs, including without limitation attorney's fees, incurred by Seller in connection with any collection activities undertaken by Seller for the non-payment of any amounts due hereunder by Customer. Seller reserves the right to modify or cancel the credit terms provided to Customer at any time, in its sole discretion upon notice to Customer. If Seller selects not to extend or cancels any credit terms provided to Customer, prior to each delivery of aviation fuel, Customer shall: (a) make a prepayment to Seller; (b) cause to be issued a letter of credit in favor of Seller in a form, in an amount and from a bank that is acceptable to Seller from time to time in its sole discretion, or (c) give other security to Seller in a manner, of a type, in a form and in an amount that is acceptable to Seller. Seller reserves the right, in addition to all other rights and remedies available to it under the law, in equity or otherwise, to suspend further performance of Services, and demand payment of all outstanding balances, if Customer fails to make any payment as herein provided, or if Seller at any time deems itself insecure with regard to the creditworthiness or financial condition of Customer.
- 6. Force Majeure. Neither party shall be liable for its failure to satisfy its obligations hereunder as a result of any cause beyond its control, including acts of God, acts of federal, state or local government, compliance with requests, regulations or orders of any governmental authority, fire, storm, flood, earthquake, explosion, accidents, acts of the public enemy, terrorism, war, riot, strike, lockout, or unavailability of or delays in delivery of any product which is the subject of this Agreement. If any such force majeure interruption occurs with respect to Sciler's supply, Seller may substitute another fuel of the same brand, a different brand, or no brand so long as such aviation fuel meets the standards set forth in Section 4 above, and/or the quantities of aviation fuel required to be supplied under this Agreement may be ratably reduced for the period during which such force majeure interruption may exist.
- 7. <u>Title and Risk of Loss</u>. Seller's liability relating to the aviation fuel sold hereunder shall cease and title and risk of loss shall pass to Customer when said product passes the flange between Seller's delivery line and Customer's connection or vehicle.
- 8. <u>Inspection and Measurement.</u> Customer's inspection and measurement shall be based on meters or on certified tank truck capacities according to terminal practice. All quantities shall be adjusted to 60 degrees F temperature (unless otherwise specified by State Regulations) in accordance with the latest revised applicable parts of ASTM Designation D: 1250, IP Designation: 200 Petroleum Tables. The term "gallon" shall mean a U.S. gallon of 231 cubic inches. The term "tank truck" shall mean a transport truck with a tank storage capacity of not less than 3,000 gallons.
- 9. Deliveries. Deliveries shall be made at such times within the usual business hours of Seller as may be required by Customer, provided that reasonable advance notice is given by Customer. Seller shall prepare and furnish the receiving party with copies of bills of lading and other shipping papers. Seller shall not be required to make deliveries into vehicles supplied by Customer unless they are clean and empty immediately prior to delivery and shall not be required to load or deliver quantities less than the full capacity of the vehicle, except as otherwise authorized by Seller from time to time. If deliveries are to be made into Customer's storage facilities, Customer shall provide storage facilities sufficient to enable it to receive such deliveries and shall provide Seller with unimpeded and adequate ingress and egress twenty-four hours per day. Customer shall reimburse Seller on demand for any demurrage or other charges incurred by Seller by reason of Customer's failure to unload any delivery vehicle or release the same within the time allowed therefor without demurrage or other charge even though such failure may have arisen from causes beyond the control of Customer. All deliveries of aviation fuels shall be in full bulk transport quantities unless otherwise agreed by Seller. Seller's ability to offer products in the quantities and at the prices provided for under this Agreement is dependent upon the ratability of Customer's demand. As such, Seller reserves the right to implement measures to control the proportionality, consistency and ratability of Customer's demand.
- 10. Taxes. All prices are quoted in U.S. Dollars (unless otherwise specified) and exclude all duties, taxes, assessments, fees, and other charges, whether foreign or domestic, including, but not limited to, excise tax, VAT, GST, mineral oil tax, sales tax, use tax or any other tax, license fees, inspection fees, landing fees, airport fees, fees for the privilege of buying, selling or loading aviation fuel, or other charges imposed by any governmental authority or agency or regulatory body, or third party upon, or measured by the gross receipts from or volume sold of any commodity, or on the production, manufacture, transportation, sale, use, delivery or other handling of such commodity, or any component thereof, or on any feature or service related thereto or of any invoice, existing at the time of any sale hereunder (collectively "Taxes"), which shall be added to the applicable price. When permitted, Customer shall assume and be directly responsible to the proper governmental units for any Taxes. When the laws, regulations or ordinances impose upon Seller the obligation to collect or pay such amounts, Customer shall pay to Seller all such amounts for which Seller may be liable. If Customer is entitled to purchase products free of any Tax, Customer shall furnish Seller proper exemption certificates. Customer acknowledges that it remains solely responsible for all Taxes and

shall indemnify Seller against any liability for such Taxes even if Seller fails to include any such Taxes in its invoices. Customer's obligations under this Section 10 shall extend to any Taxes which are assessable against Customer as a result of any subsequent change in, or in interpretation of, any laws relating to such Taxes.

11. <u>Conduct of Customer's Business</u>. In the performance of this Agreement, Customer is engaged as an independent contractor. Customer shall conduct all operations hereunder in compliance with all applicable laws, ordinances and regulations of all governmental authorities, including but not limited to those issued by the U.S. Department of Transportation and those relating to the, production, manufacture, transportation, sale, use, delivery or other handling of products purchased hereunder. Customer shall diligently promote the sale of the petroleum products purchased under this Agreement, and shall conduct the operation of Customer's business in such a manner as to promote goodwill toward Seller and its products. Customer agrees to assist in the administration of any promotional programs Seller or its suppliers may establish for its customers.

#### 12. <u>Insurance</u>.

- (a) Customer shall maintain at Customer's own expense during the Term: (i) Workers' Compensation and Employment Liability Insurance as prescribed by applicable law; (ii) Aviation General Liability (bodily injury and property damage) Insurance of not less than \$1,000,000 combined single limit per occurrence, but in the aggregate with respect to Products and Completed Operations Liability and any one offense/aggregate with respect to Personal Injury, and including but not limited to, personal injury, premises-operations, products and completed operations, and contractual Liability; (iii) Business Automobile Liability (bodily injury and property damage) Insurance of not less than \$1,000,000.00 combined single limit per occurrence, on all owned, non-owned and hired vehicles which are used by Customer; and (iv) any other insurance or surety bonding that may be required under the laws, ordinances and regulations of any governmental authority.
- (b) The insurance specified in subsection (a) of this Section 12 shall require the insurer to provide Seller with thirty (30) days' prior written notice of any cancellation or material change in the insurance and shall name Seller as additional insured. The insurance required under clause (i) of subsection (a) above shall contain a waiver of subrogation against Seller and an assignment of statutory lier, if applicable.
- (c) The insurance required under subsection (a) above shall provide that it is primary coverage to insurance carried by Seller. The insurance required above shall be issued by insurance companies which are reasonably acceptable to Seller. The insurance companies shall have no recourse against Seller, or any other additional insured, for payment of any premiums or assessments under any policy issued by a mutual insurance company. Customer shall be responsible for all deductibles in all of Customer's insurance policies. Customer shall furnish Seller with certificates for all insurance coverage.
- (d) Seller has the right to modify, delete, add to or otherwise change the insurance requirements set forth in sections (a) through (c) inclusive provided that Seller provides Customer with thirty (30) days' notice of such change.
- 13. <u>Indemnification.</u> Each party shall indemnify, defend and hold the other party and its directors, officers, employees and agents harmless from and against any and all expenses (including attorneys' fees) liabilities and claims of whatsoever kind and nature, including but not limited to, those for damage to property (including property of the parties) or for injury to or death of any person (including a party), directly or indirectly, arising or alleged to arise out of or in any way connected with the willful misconduct, negligent acts or omissions, violation of law, or breach of this Agreement by the indemnifying party. The foregoing indemnity shall not apply to the extent such expense, liability or claims result from the negligent acts or omissions or willful misconduct of the party seeking indemnification.
- 14. Quality Control. Customer shall maintain the quality of Seller's aviation products and shall comply with any quality control procedures prescribed by Seller's supplier. In no event shall Customer permit automotive engine fuels or kerosene to be sold as Seller aviation fuels or dispensed through equipment bearing Seller's or its suppliers' insignia. Customer shall immediately report to Seller any accident or incident involving a fueled aircraft.
- 15. <u>Claims</u>. Any claim made by Customer for deficiency in product quality or quantity shall be waived unless made in writing within forty-eight (48) hours after delivery.
- Confidential Information. Customer shall hold in confidence all manuals, guides, forms, instructions, software programs and other proprietary materials provided by Seller for Customer's use in promoting and selling Seller products, and all technical information, trade secrets and other confidential business information that is disclosed to Customer by Seller (collectively "Confidential Information"). Customer shall not use Confidential Information for any purpose other than developing business for Seller's products and services, and shall not disclose Confidential Information to anyone other than Customer's employees or agents who have a need to know Confidential Information. Customer's obligations under this Section 15 shall survive termination of this Agreement. The recipient's obligations with respect to confidentiality and disclosure set forth herein shall not apply to Confidential Information that (i) is already in the recipient's, its subsidiaries' or affiliates' possession, provided that such information is not subject to another confidentiality agreement with disclosing party; (ii) is or becomes generally available to the

public other than as a result of a wrongful disclosure by recipient or its representatives; (iii) becomes available to recipient, its subsidiaries or affiliates on a non-confidential basis from a source other than disclosing party, provided that such source is not bound by a confidentiality agreement with or other obligation of secrecy to Disclosing Party; or (iv) is subsequently independently developed by employees or agents of recipient, its subsidiaries or affiliates without any use of disclosing party's Confidential Information.

#### 17. <u>Termination</u>.

- (a) Seller may, in addition and without prejudice to any of its other rights or remedies hereunder, terminate this Agreement upon giving Customer seven (7) days' prior written notice (or such other period as is specified herein) if any one or more of the following occurs and Customer fails to cure such breach within the applicable notice period: (i) Customer breaches or defaults on any covenant, condition or other provision of this Agreement, the branding agreement, note, security agreement, lease, or any other agreement of the parties; (ii) Customer fails to pay to Seller in a timely manner when due all sums to which Seller is legally entitled (whether or not such sums are owed under this Agreement); (iii) willful adulteration, commingling, mislabeling or misbranding of aviation fuels or other violations by Customer of trademarks utilized by Seller occur or unlawful, fraudulent or deceptive acts or practices or criminal misconduct by Customer relevant to Customer's performance of this Agreement occur; or (iv) Customer becomes insolvent, files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, is adjudicated bankrupt, permits a receiver to be appointed, or permits or suffers a material disposition of its assets. With respect to a breach of subsection 16(a)(ii), in addition to all other rights hereunder, Seller may immediately suspend performance hereunder or terminate this Agreement without giving Customer notice or opportunity to cure.
- (b) If Seller continues to accept orders from Customer following the expiration of the Term, such sales shall be upon all of the terms and conditions hereof except that the relationship of the parties may be terminated at will.
- (c) In the event this Agreement is terminated, all other agreements and instruments between the parties shall also terminate, and all amounts owing under any note or other document shall become due and payable. In addition, upon termination of this Agreement, any and all indemnity obligations, parties' rights upon breach, all collateral and security interests in favor of Seller, obligations arising upon termination (such as discontinuing the use of the trademarks and tradenames of Seller's supplier), confidentiality provisions, and any other terms of this Agreement which by their nature should survive termination shall all survive.
- (d) No termination of this Agreement, even if on account of Seller's default, shall excuse Customer from paying any unpaid amounts owing for aviation fuel previously delivered hereunder, or from paying other outstanding amounts due Seller under this Agreement. The remedies provided in this Agreement are cumulative and not exclusive of any other remedies provided by law. HOWEVER, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES.

#### 18. Miscellaneous.

- (a) <u>Notices</u>. All notices to be given hereunder by either party shall be in writing and sent by first class United States mail to the other, delivered to the address first listed above or at such other address or facsimile number as either party may designate to the other by written notice in the manner provided pursuant to this Section 18(a).
- (b) Entire Agreement. This Agreement, the branding agreement, all security agreements, notes, leases, and all other related documents of the parties constitute the entire agreement between the parties. The parties agree to execute and deliver a replacement branding agreement in substantially the same form (unless a new supplier requires a different form) if Seller determines to substitute aviation fuel of a different brand so long as such aviation fuel meets the requirements and standards set forth in Section 4. No other promises, agreements or warranties additional to this Agreement, the branding agreement, or other documents listed above shall be deemed a part hereof, nor shall any alteration or amendment of this Agreement or the branding agreement be effective without the express written agreement of both parties.
- (c) No Conflict. Each of Customer and Seller represents and warrants to the other that neither the execution and delivery of this Agreement by it, nor the consummation of the transactions contemplated hereby, will: (a) violate or conflict with, or result in a breach of any provision of, or constitute a default under any existing agreement or other instrument or obligation to which it is a party, (b) violate applicable law; or (c) require any action, or consent or approval of, or review by, any other party, except as shall have been duly obtained and effective as of the date of this Agreement.

(d) <u>Assignment; Waiver.</u> This Agreed involuntarily, or by operation of law, without the prior written construed and/or services may be provided by an Affiliate of Seller partnership, joint venture or other entity in which World Fuel Stindirectly, an equity interest of fifty percent (50%) or more. In Customer shall be deemed the Seller of the fuel and/or services. It shall not constitute a waiver of any subsequent or continuing breach	As used herein, an "Affiliate" of Seller is any corporation, services Corporation, a Florida corporation, owns, directly or any transaction hereunder, the Affiliate issuing the invoice to the waiver by either party of the breach of any provision hereof
(e) Governing Law, Disputes. This Ag State of Florida without regard to conflict of laws provisions. Cust court situated in Miami-Dade County, Florida and waives any object claims, disputes or proceedings relating to this Agreement, any enforcement and/or interpretation of any of the foregoing; provided against the other party in the competent courts of any other jurisd and all right to trial by jury in any action or proceeding relating to tany transaction arising herefrom or connected hereto. Custome knowingly, willingly and voluntarily given.	tions based on forum non conveniens with regard to any actions, related document, or any transactions arising therefrom, or nothing herein shall affect a party's right to bring proceedings iction or jurisdictions. Customer and Seller hereby waive any his Agreement or any documents relating to this Agreement, or
(f) <u>Attorneys' Fees</u> . In the event of an to the transactions or relationship contemplated by this Agreement, reasonable costs including its reasonable attorneys' fees.	y lawsuit between Seller and Customer arising out of or relating the substantially prevailing party shall be entitled to recover its
IN WITNESS WHEREOF, the parties have executed this Agreem	nent which is made effective as of the date first above written.
WORLD FUEL SERVICES, INC.	TOWN OF MILLINOCKET
Ву:	Ву:
Steve Drzymalla SVP, Business Aviation	Printed Name and Title



# Ascent Aviation A subsidiary of World Fuel Services

# World Fuel Services/P66 Aviation Branded Credit Card Processing Fee Agreement Schedule 2

FBO Name: Town of Millinocket

Phillips 66 Credit Card Program		<u> </u>
	Discount Rate	Settlement Time
P66 Aviation Card	0%	Within 24-48 business hrs
P66 Wings (Co-Branded AVCARD) Card	0%	Within 24-48 business hrs
Visa/Master Card Qualified	2.35%	Within 24-48 business hrs
Visa/Master Card Unqualified	3.35%	Within 24-48 business hrs
American Express	3.45%	Within 24-48 business hrs
Discover/Diner's	3.50%	Within 24-48 business hrs
Avcard (Blue)	2.85%	Within 24-48 business hrs
Multi Service US Bank	3.50%	Within 24-48 business hrs
Wex/Voyager	2.75%	Within 24-48 business hrs
Debit	1.00%	Within 24-48 business hrs
AirCard (Retail)	4.25%	Within 24-48 business hrs
WFS Contract Fuel	No Fees	Within 24-48 business hrs

**Note:** Qualified transactions are cards swiped through the POS or self-serve fueling units and settled before midnight on the same day. All other scenarios (i.e. manually entered card transactions) are considered non-qualified transactions for Visa or MasterCard credit cards.

**Settlement by EFT:** Sales processed through processing center will be funded to FBO via EFT (Electronic Funds Transfer) on a daily basis. A settlement advice notice will be electronically transmitted indicating transaction detail and settlement amounts.

**Settlement:** All card types will be settled to your account within 24-48 business hours after processing. Excludes weekends, government and bank holidays.

Rates: Any changes to the above fees requires a 30-day prior written notice from World Fuel Services.

Authorized Signature:	Date:
Print Name Clearly:	
Please contact World Fuel Services-Parish at 800.272	2.3681 with any questions or concerns.

#### Exhibit 1



# WORLD FUEL SERVICES, INC. and its subsidiaries

#### **ELECTRONIC FUNDS TRANSFER AUTHORIZATION AGREEMENT**

Customer Name	Cu	stomer Account No. (if applicable)
Street		Telephone No.
City State	Zip	Fax No.
Customer does hereby authorize World credit entries to Customer's bank accordinstitution named below to debit and/or access for adjustments (debit transactive access for adjustments) should be reimbursement detail. Disputes regarding account was charged.	ant indicated below a credit such entries to ons) in the event of se made within two	nd does further authorize the deposite the customer's account. It will also all billing errors or chargeback's. Dispu- enty days of issuance of credit co
Bank Name	Bran	ch
Bank Address		
Bank Account Number (ATTACH COPY OF	VOIDED CHECK)	
Bank Routing Number		
Bank Contact Person		
Bank Customer Service No.		
*Please check the appropriate box below.		
☐ Credit Card Reimbursement		☐ Invoice Drafting
☐ Credit Card Reimbursement and	Invoice Drafting	☐ Into-plane Reimbursement
This authorization shall remain in effect of Customer or World Fuel Services, Inc. and debit and/or credit entries Initiated prior to or modified by World Fuel Services, Inc. a	nd its subsidiaries. No actual receipt of noti	tice of termination shall in no way affect. This EFT program can be terminate
All credit and other terms and requirer subsidiaries remain in effect.	nents between Custi	omer and World Fuel Services and i
CUSTOMER AUTHORIZATION:		
Authorized Signature	Title	Date
Please complete this form and return account prior to the EFT date must be	the original to our or alleared by check.	office. Purchases and credits to you



## BRANDING AGREEMENT (PHILLIPS 66@ BRAND)

This BRANDING AGREEMENT (this "Branding Agreement") is made and entered into this 1st day of September, 2020 by and between TOWN OF MILLINOCKET, a Maine municipal company ("Customer") located at 197 Penobscot Avenue, Millinocket, ME 04462 and WORLD FUEL SERVICES, INC., a Texas corporation on its behalf and on behalf of its Affiliates (as defined in the FSA) (collectively "Seller") located at 9800 N.W. 41st Street, Miami, FL 33178.

During the term of this Branding Agreement, TOWN OF MILLINOCKET ("Customer") is authorized to and shall offer Company Products for sale under the Company Marks subject to the following terms and conditions:

- 1. Customer is hereby authorized to sell aviation fuels and other petroleum products supplied by Company pursuant to the Fuel Supply Agreement between Customer and Seller dated September 1, 2020 ("FSA") at the locations listed in the FSA (each a "Location"), under certain brands and signs, and under certain trade names, trademarks, trade dresses, brand names, labels, insignias, symbols and imprints owned by Company or used by Company in its business (collectively "Company Marks") as are specifically authorized by Company from time to time. Such aviation fuels and other petroleum products sold by Seller to Customer, and held for sale by Customer, under Company Marks pursuant to this Branding Agreement and the FSA are hereafter referred to as the "Company Products." Each of the following petroleum products shall be continuously stocked and offered for sale at Customer's Location in such quantities as are necessary to meet the demand therefore: Company's Aviation Gasoline 100LL and Company's Jet A Turbine Fuel.
- 2. Any and all signs, decals, posters, placards, plates, devices, graphic materials or other form of advertising matter consisting in whole or in part of the name of Company or any Company Marks (collectively, "Branded Materials") will be obtained by Customer, at Seller's expense, only from Company. Any and all rights in Company Marks and Branded Materials are, and shall remain, the property of Company. Any use of Company Marks or Branded Materials other than as specifically set forth herein shall be strictly prohibited. No signs, emblems, graphic materials or other form of advertising for competing products or brands may be displayed at any Location where Company Products are offered without the express written consent of Seller.
- 3. Customer agrees that it will not use or display any Branded Materials (a) in a manner which causes or is calculated to cause confusion as to the type, characteristics, quality or manufacture of any fuel or other product which Customer offers for sale; or (b) for the purpose of selling or promoting the sale of aviation fuel other than fuels supplied by Seller; or (c) for the purpose of selling or offering for sale any product which has been diluted or adulterated whether intentionally or not. Customer will at all times maintain its facilities and conduct its operations in compliance with those standards and procedures established from time to time by Company and applicable to aviation fixed based operators displaying any of the Company Marks or Branded Materials. Such standards and procedures may include (without limitation) image quality standards for the brand displayed, quality control and refueling procedures for products bearing such brand, and standards for services offered and facilities utilized by Customer in conjunction with such products. Seller or Philips 66 Company may, as each deems appropriate, including through the use of third party contractors, conduct periodic tests or inspections to confirm Customer's compliance with its obligations hereunder.
- 4. Seller desires to maintain the quality of Company Products sold hereunder. Accordingly, Customer will not in any manner mix, commingle, adulterate, blend, dilute or otherwise change the composition of any of Company Products purchased from Seller hereunder and resold by Customer under Company Marks unless mutually agreed by both parties pursuant to the co-mingling section of the FSA. If Customer offers for sale products purchased on an unbranded basis, Customer shall refrain from all use of Company Marks on or in connection with the sale of such products. Customer further agrees to protect the identity of Company's products and Company Marks by all reasonable means that would prevent customer confusion or misinformation, including, but not limited to, compliance with any guidelines issued by Seller and/or Company to prevent such confusion.
- 5. Customer shall accept and honor for payment all Company Accepted Credit Cards and Debit Cards as outlined in the then current Company Credit Card Guide and subject to the terms thereof. "Company Accepted Credit Cards" are defined in the Company Credit Card Guide, which is incorporated herein by this reference, and which may be revised from time to time or discontinued at Company's sole discretion, and which may be supplemented with Company's marketing website communications, and other forms of notification to Customer (all referred to collectively as the "Credit Card Guide"). Customer shall accept other payment methods designated by Company from time to time in the Company Credit Card Guide. Customer shall use Company's approved Electronic Point of Sale ("EPOS") devices for transaction processing.

6. Customer may be eligible to enroll in the Phillips 66-Branded Airport Dealers Excess Liability Insurance Program (the "Excess Liability Program"). In order to apply for enrollment, Customer must complete the following documents relating to the P66 Excess Liability Program and submit them to Company: (1) Invitation to Enroll; and (2) Letter of Understanding. Customer shall be required to meet such eligibility requirements as established by Company from time to time. Upon request, Seller will

enrollment in the Program shall be in the sole discretion of Company.

7. Upon termination of this Branding Agreement, or in any event upon demand by Company, Customer shall immediately discontinue the posting, mounting, display or other use of Company Marks or Branded Materials. In addition, Customer, at its own expense, shall uninstall and return to Company all salvageable signage and shall promptly return to Seller (or destroy) any and all Branding Material or other items that display Company Marks and shall obliterate the appearance of Company Marks from any of Customer's real or personal property.

provide Customer with the necessary documentation to apply for enrollment; provided, however, that Customer's eligibility and

- 8. Company reserves the right at any time to change its product line and specifications, trade dress, trade names, and trademarks or to change or withdraw any services offered in connection with any products such as, but not limited to, credit card acceptance. In the event of such change, Company shall be relieved of all obligation to sell such discontinued products or to offer such discontinued products, trade dress, trade name, trademark or services to Seller and Customer; and, if Company shall market any other brand or product in lieu of the discontinued items, this Branding Agreement shall embrace such new brands or products. Neither Company nor Seller shall be liable to Customer by reason of any such changes.
- 9. This Branding Agreement shall have the same term as the FSA and shall terminate only when the FSA terminates, unless earlier terminated by Seller upon notice to Customer: (a) if Customer fails to comply with the requirements of this Branding Agreement; or (b) if a new Branding Agreement is substituted for this Branding Agreement pursuant to the terms of the FSA. The parties agree to execute and deliver a replacement branding agreement in substantially the same form (unless a new supplier requires a different form) if Seller determines to substitute aviation fuel of a different brand so long as such aviation fuel meets the requirements and standards set forth in Section 4 of the FSA.
- 10. Customer may not assign or transfer any right to use Company Marks or Branded Materials without Company's prior approval.
- 11. The term "Company" as used in this Branding Agreement refers to Phillips 66 Company as owner of the brands, marks, and other intellectual property which is the subject matter of this Branding Agreement. The term "Seller" as used in this Branding Agreement refers to World Fuel Services, Inc. or one of its Affiliates (as defined in the FSA) in its capacity as "Seller" under the FSA.
- 12. This Branding Agreement is hereby incorporated by reference in and made part of the FSA for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement which is made effective as of the date first above written.

WORLD FUEL SERVICES, INC.	TOWN OF MILLINOCKET
	· •
Ву:	By;
Steve Drzymalla SVP, Business Aviation	Printed Name and Title

200 a 1 10

PROVIDING FOR: Ea	astern Area Ago	ency on Aging
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IT IS ORDERED that the Millinocket Town Council approve the Eastern Area Agency on Aging contribution of \$1,000 from E0816-3813 (Public Health and Welfare). That will leave an unspent FY21 Budget of \$4,000 in this account.

	PASSED BY THE COUNCIL:
ATTEST:	



ORDER #252-2020

PROVIDING FOR: Zoom Reimbursement

WHEREAS the outbreak of Covid-19 has created the necessity for remote meetings so the Town can perform town business safely and in a timely fashion and,

WHEREAS the need for a credit card was necessary for creating and operating a Zoom account, and

WHEREAS Richard Angotti, the Town's CEO, offered to use his personal credit card to both create and pay for the continued use of the Zoom account,

IT IS ORDERED that Mr. Angotti is reimbursed for these payments made to Zoom on behalf of the Town and that these expenses are charged to account E0115-2047 (Economic Development/Zoom) which does not have a FY21 Budget and

IT IS FURTHER ORDERED that the Town's credit card be used for future such Zoom expenditures if possible.

	PASSED BY THE COUNCIL
ATTEST	

PROVIDING FOR:	Citizens' Institute or	n Rural Design	Grant Expenditure	(CIRD Grant)
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IT IS ORDERED that the Millinocket Town Council approve the CIRD Grant expenditures of \$291.88 for events materials and \$1,200.00 for photography services from the CIRD Grant (E0115-0550). This will leave an unspent CIRD Grant balance of \$6,893.56.

	PASSED BY THE COUNCIL:
ATTEST:	

### MALORRIE ANN PHOTOGRAPHY

## INVOICE

Town Of Millinocket 197 PENOBSCOT Ave Millinocket, ME 04462 10/1/20

207-731-6038 malorrieannphotography

Project Title: CIRD EVENT

@gmail.com

Project Description: PHOTOGRAPHS FOR CIRD

254 Alder St Millinocket, ME 04462 Invoice Number: 0008

Description	Quantity	U	nit Price	C	ost
Photography		3 \$	400.00	\$	1,200.00
·····································		* * * * * * * * * * * * * * * * * * *	1. 李玉玉所写婚姻祖王王山下下	1	tine proprogram of specific the split death i
-Survey page very ending of the first tent		4	N. C	******	
· · · · · · · · · · · · · · · · · · ·	4	SL	btotal	\$	1,200.00
A BUILD OF THE STAND AND AND AND AND AND AND AND AND AND	Tax		5.5%	\$	66.00
	b c q q q q q q q q q q q q q q q q q q	To	tal	-8	1,266,00

Thank you for investing in my photography services! It was a pleasure and joy to work with you.

Blessings,

Malorrie Ann Nadeau

www.sheoftheflowers.com

Please pay by 10/15/2020

Check payable to Malorrie Ann Photography





Katahdin Chamber of Commerce 1029 Central Street Millinocket, ME 04462 info@katahdinmaine.com



Date: 9/24/2020 INVOICE # 001

To: Town of Millinocket

Memo: CIRD grant

Qty	Description	Price Each	Line Total
2	Event materials - pop-up canopy tents Quest 64 sqft	\$62.98	\$125.98
2	Event materials – pop-up canopy tents Flist Up 100 sqft	\$82.95	\$165.90
16.4%			
-	Transport from the second seco	popty type prose many and a constraint and a definition of a definite of a	with 16, 44-by hand had reclaim to the real Selection records and selections
		Total	\$291.88

Make all checks payable to Katahdin Chamber of Commerce 1029 Central Street Millinocket, ME 04462 phone: (207)723-4443 email: Info@Katahdinmaine.com Thank You!

**PROVIDING FOR:** Authorization to enter into an agreement by and between the Town of Millinocket and the Millinocket Regional Hospital

IT IS ORDERED that the Millinocket Town Council authorizes the attached agreement between the Town of Millinocket and the Millinocket Regional Hospital for the sale and purchasing of road salt. The agreement term shall be from October 15, 2020 until April 15, 2023 unless sooner terminated as provided by this agreement.

IT IS FURTHER ORDERED that the Town Council Chairman is authorized to sign all the necessary paperwork to complete this agreement.

£.		
	PASSED BY THE COUNCIL:	
ATTEST:		

#### **AGREEMENT**

AGREEMENT made by and between the Town of Millinocket (hereinafter the "Town"). And Millinocket Regional Hospital (hereinafter the "Hospital") for sale of road salt.

- This agreement is for the sale of "road salt" by the Town to the Hospital for its sole
  Use of deicing property owned and operated by the Hospital in the Town proper,
  during the winter months.
- 2. The Hospital shall provide the Town Treasurer with a Maine Tax Certificate documenting that it is exempt from Maine sales tax due on the sale of road salt.
- 3. The Hospital shall pick up the road salt at the Town's Public Works Facility during times that the facility is open and staffed.
- 4. An employee of the Hospital shall verify with the Public Works Director, or his designee, prior to receiving road salt to verify that the Town has sufficient inventory to provide for its need for road salt after the sale to the Hospital, and the Hospital employee shall sign a bill of lading form documenting the amount of road salt received. An employee of the Town shall load the Hospital vehicle with road salt that is required.

The Hospital shall indemnify and hold the Town harmless against all claims asserted against the Town on account of:

- A. Salt provided to the Hospital damaging any property; or
- B. Injury to property or persons during the loading of road salt onto Hospital vehicles; or
- C. Injury to property or persons while Hospital personal, contractors or vehicles are on Town property.

This indemnity includes legal and professional fees incurred by the Town in investigating and defending any such claim.

		×

Public Works sale of road salt agreement to MRH created March 2020 by Ralph T. Soucier, Director

- 5. The Town's Public Works Director shall keep on file the bill of ladings and send the Hospital's Maintenance Manager an invoice with a copy of the bill of ladings reflecting the amount of road salt taken each month. The Hospital shall have 30 days from the invoice date to pay the invoice.
- 6. The cost of the road salt will be the price per ton that the Town paid for the road salt plus \$2.50/ton to cover handling costs.
- 7. Either party may cancel this agreement at any time, with or without cause, by one party providing written notice of termination by the other party with the termination effective 30 days after receipt of the notice by the non-termination party. However, this agreement may be canceled by the Town upon 5 days written notice to the Hospital in the event it determines that it does not have enough supply of road salt for its own needs for the remainder of the winter.
- 8. The term of this agreement shall be for the period of October 15, 2020 until April 15, 2023 unless sooner terminated as provided by this agreement.

triplicate on this	day of	,2020 and
hereunto set their han-		
		Millinocket Regional Hospital
		Ву:
Witness		Its Chief Executive Officer
		Town of Millinocket
		Ву:
Witness		Its Town Council Chairman

<b>PROVIDING FOR:</b>	Municipal	Release Deed	(Morneault)	)
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IT IS ORDERED that the Millinocket Town Council authorizes the Council Chair to execute and
file all necessary paperwork including signing a Municipal Release Deed to complete the sale of
a property located at 394 Katahdin Avenue, Map U03 Lot 309 to Mario and Susan Morneault for
\$6,758.33.

	PASSED BY THE COUNCIL:	
ATTEST:		

#### TOWN OF MILLINOCKET

John Davis, Town Manager
197 Penobscot Avenue, Millinocket, Maine 04462
Telephone 207-723-7000 FAX 207-723-7002
E-Mail: manager@millinocket.org Web Site: www.millinocket.org

February 19, 2020

Mario and Susan Morneault 48 Merrimac Street Bangor, Maine 04401

Re: Real Estate Tax Map U03 Lot 309

Mario and Susan Morneault:

As you know, your property on 349 Katahdin Avenue has been acquired through the foreclosure process by the Town of Millinocket for unpaid real estate taxes and/or unpaid sewer invoices. In an effort to provide you an opportunity to retain your property, the Town will afford you one last chance to pay what is owed in full. The Town has calculated the total due on your property as follows:

TOTAL DUE:	6,758.33
Other Fees:	500.00
Sewer Invoices and Liens:	2,626.50
Property Tax and Liens: 2018 to 2020	3,631.83

If you wish to make payment in full to the Town on the property listed above, you will need to make payment in full on or before Monday, March 23, 2020. You can pay in person or mail payment in full with a <u>money order or certified check</u> in the <u>full amount</u> listed above to Treasurer, Finance Director, 197 Penobscot Avenue, Millinocket, ME 04462.

If you are not interested in making payment in full, you will receive a notice to vacate the premises that outlines the date to vacate and the Town's intention to dispose of the property. We would request you turn your keys into the Town Office at 197 Penobscot Avenue in Millinocket.

Respectfully,

John Davis

John Davis, Town Manager



T IS ORDERED that the Millinocket Town Council authorizes the Council Chair to execute and file all necessary paperwork including signing a Municipal Release Deed to complete the sale of a property located at 208 Katahdin Avenue, Map U04 Lot 043 to Robert Duval for \$5,342.97.

PROVIDING FOR: Municipal Release Deed (Duval)

20		
	PASSED BY THE COUNCIL:	
ATTEST:		

#### TOWN OF MILLINOCKET

John Davis, Town Manager
197 Penobscot Avenue, Millinocket, Maine 04452
Telephone 207-723-7000 FAX 207-723-7002
Web Site: www.millinocket.org

July 20, 2020

Mr. Robert Duval 208 Katahdin Avenue Millinocket, ME 04462

Re: Real Estate Tax Map U04 - Lot 043

Mr. Robert Duval:

As you know, your property on 208 Katahdin Avenue has been acquired through the foreclosure process by the Town of Millinocket for unpaid real estate taxes and/or unpaid sewer invoices. In an effort to provide you an opportunity to retain your property, the Town will afford you one last chance to pay what is owed in full. The Town has calculated the total disc on your property as follows:  $\text{As you know, your property on 208 Katahdin Avenue has been acquired through the foreclosure process. In an effort to provide you an opportunity to retain your property, the Town will afford you one last chance to pay what is owed in full. The Town has calculated the total disc on your property as follows:$ 

Property Tax and Liens: 2018 to 2020

3115.06 1,598:15

Sewer Invoices and Liens:

17521171,616.33

Other Fees:

475.74 500.00

TOTAL DUE:

5342,973,714.48

If you wish to make payment in full to the Town on the property listed above, you will need to make payment in full on or before Wednesday, August 19, 2020. You can pay in person or mail payment in full with a **money order or certified check** in the <u>full amount</u> listed above to Treasurer, Finance Director, 197 Penobscot Avenue, Millinocket, ME 04462.

If you are not interested in making payment in full, you will receive a notice to vacate the premises that outlines the date to vacate and the Town's intention to dispose of the property. We would request you turn your keys into the Town Office at 197 Penobscot Avenue in Millinocket.

Respectfully,

John Davis

John Davis, Town Manager

Millinocket 3:54 PM

### RE Account 729 Detail as of 10/02/2020

10/02/2020 Page 1

Name: DUVAL, ROBERT P

Location: 208 KATAHDIN AVENUE Acreage: 0 Map/Lot: U04-043

Book Page: B6064P148, B13631P63

2021-1 Period Due:

1) 742.90 2) 742.90 

 Land:
 4,600

 Building:
 39,100

 Exempt
 0

 Total:
 43,700

Ref1: L4-B41

Mailing PO BOX 73

Address: MILLINOCKET ME 04462

Year	Date	Reference	PC	Principal	Interest	Costs	Total
2021-1 R			<u>.</u>	1,485.80	0.00	0.00	1,485.80
2020-1 R				1,442.10	101.91	0.00	1,544.01
2019-1 L	74¢			79.05	6.20	0.00	85.25
2018-1 L				0.00	0.00	0.00	0.00
2017-1 L	2			0.00	0.00	0.00	0.00
2016-1 L	*			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
2013-1 R 2012-1 R				0.00	0.00	0.00	0.00
				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							
Account Totals a	s of 10/02/	2020		3,006.95	108.11	0.00	3,115.06

	Per Diem	
2020-1		0.3205
2019-1		0.0176
Total		0.3380

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

#### UT Account 140924 Detail as of 10/02/2020 - Sewer

10/02/2020 Page 1

Name: DUVAL, ROBERT P

PO BOX 73 MILLINOCKET, ME 04462

Location: 208 KATAHDIN AVENUE RE Acct: 0 Map/Lot: U04-043 Jotal Due - 81752.17

Bill	Date	Reference	C	Principal	Tax	Interest	Costs	Total
247	08/21/20			100.00	0.00	0.24	0.00	100.24
243				120.01	0.00	3,34	0.00	123.35
240				180.04	0.00	8.56	0.00	188.60
236	10/30/19			113.34	0.00	7.68	0.00	121.02
230	07/31/19**			106.67	0.00	9.35	0.00	116.02
222				120.01	0.00	13.10	7.90	141.01
218				0.00	0.00	0.00	0.00	0.00
237	10/31/19*			213.34	0.00	29.29	57.80	<b>300.</b> 43
210	10/24/18			0.00	0.00	0.00	0.00	0.00
203	08/08/18			0.00	0.00	0.00	0.00	0.00
224				240,02	0.00	40.10	67.70	347.82
199				0.00	0.00	0.00	0.00	0.00
193	01/30/18			0.00	0.00	0.00	0.00	0.00
215	11/15/18*			206.67	0.00	39.44	67.57	313.68
187	10/27/17			0.00	0.00	0.00	0.00	0.00
184	07/28/17			0.00	0.00	0.00	0.00	0.00
178	04/14/17			0.00	0.00	0.00	0.00	0.00
173	01/27/17			0.00	0.00	0.00	0.00	0.00
170	10/20/16			0.00	0.00	0.00	0.00	0.00
164	08/05/16			0.00	0.00	0.00	0.00	0.00
159	04/15/16			0.00	0.00	0.00	0.00	0.00
153	01/27/16**			0.00	0.00	0.00	0.00	0.00
150	10/30/15**			0.00	0.00	0.00	0.00	0.00
143	07/27/15			0.00	0.00	0.00	0.00	0.00
140	04/28/15			0.00	0.00	0.00	0.00	0.00
137	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
129	07/29/14			0.00	0.00	0.00	0.00	0.00
125	04/23/14			0.00	0.00	0.00	0.00	0.00
121	01/31/14			0.00	0.00	0.00	0.00	0.00
112	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
105	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
99	10/23/12			0.00	0.00	0.00	0.00	0.00
96	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
88	01/31/12			0.00	0.00	0.00	0.00	0.00
85	10/21/11			0.00	0.00	0.00	0.00	0.00
82	07/25/11			0.00	0.00	0.00	0.00	0.00
79	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
70	10/18/10			0.00	0.00	0.00	0.00	0.00
66	07/16/10			0.00	0.00	0.00	0.00	0.00
58	04/16/10			0.00	0.00	0.00	0.00	0.00
54	01/15/10			0.00	0.00	0.00	0.00	0.00
53	10/21/09			0.00	0.00	0.00	0.00	0.00
55	10/21/03			2100				

**PROVIDING FOR**: Authorization for the Town Council Chairman to execute and file all the necessary paperwork and deeds to complete the sale of a tax acquired property.

IT IS ORDERED that the Millinocket Town Council authorize the Town Council Chairman to execute and file all the necessary paperwork, including signing a Municipal Release Deed, to complete the sale of a tax acquired property located at 24 Riverdrive Park, Map U17, Lot 012.

IT IS FURTHER ORDERED that the Tax Collector and/or Treasurer be authorized to abate all remaining taxes, sewer fees, and other expenses on the abovementioned property.

All C&D waste will be handled in accordance with the Special Requirements for Sale of Property.

Any tenant remaining in the property shall be the responsibility of the bidder to evict or manage.

The following bids were received for this property, which has a balance of \$5,875.57 owed in taxes and sewer costs, excluding deed preparation fees.

1. Nicole Black and Loren Brown \$2,000

	PA	ASSED BY THE C	OUNCIL:	 
ATTEST:				

Bid Opening for Tax Acquired Properties (FORM)  Date/Time: 3:00p.m., September 28, 2020
Separate Bids for Each Property:
[Please complete one sheet for each property you wish to bid on for purchase and submit separately in a sealed envelope.]
Property Location: Map U 17, Lot -012 Address 24 Liverdrive Park
NAME OR NAME'S THAT WILL BE ON DEED! Dichole Block Loren Brown
Mailing address: U. Shart shoot Kast Millingshot Ma OUNTO
Mailing address: 4 Short street Kost Millinochet Me 04430
Phone number and e-mail: 207-447-2716 blackpikkie 120 gmail. Com
Bid Price. 2.000
Deposit Ten (10%) percent of the bid price (Certified Check or Money Order). 200.00
Does this property abut another property owned by the Bidder? NO
What do you plan to do with this property? I plan to fix it up an live there with my
forily. I currently read the property where we live, and we want
ismething of our own, to invest in.
Comments:

Millinocket 3:47 PM

### RE Account 2400 Detail as of 10/02/2020

10/02/2020 Page 1

Name: TOWN OF MILLINOCKET

Location: 24 RIVERDRIVE PARK Acreage: 0 Map/Lot: U17-012

Book Page: B14092P1

2020-1 Period Due:

1) 493.39 2) 432.30 

 Land:
 5,900

 Building:
 20,300

 Exempt
 26,200

 Total:
 20,200

i otali.

Ref1: Town foreclosure on James Mailing 197 PENOBSCOT AVE

Address: MILLINOCKET ME 04462-2008

Year	Date	Reference	Р	С	Principal	Interest	Costs	Total
2020-1 R					864,60	61.09	0.00	<b>925.</b> 69
2019-1 L	*				851.50	127.34	57.80	1,036.64
2018-1 L	*				846.26	171.22	67.14	1,084.62
2017-1 L	*				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 L	*				0.00	0.00	0.00	0.00
2012-1 L	*				0.00	0.00	0.00	0.00
2011-1 L	*				0.00	0.00	0.00	0.00
2010-1 R					0.00	0.00	0.00	0.00
2009-1 L	*				0.00	0.00	0.00	0.00
2008-1 R					0.00	0.00	0.00	0.00
Account Totals as	s of 10/02	/2020			2,562.36	359.65	124.94	3,046.95

Per Diem						
2020-1	0.1921					
2019-1	0.1892					
2018-1	0.1646					
Total	0.5459					

Exempt Codes: 28 - Town Foreclosure

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

### **UT Account 137389 Detail** as of 10/02/2020 - Sewer

Name: TOWN OF MILLINOCKET, C/O HALL, JAMES A JR

24 RIVERDRIVE PARK MILLINOCKET, ME 04462

Location: 24 RIVERDRIVE PARK
RE Acct: 0 Map/Lot: U17-012

Du: 2828.62

Bil	Date	Reference	С	Principal	Tax	Interest	Costs	Total
246	08/21/20	·-·		100.00	0.00	0.24	0.00	100.24
242	04/29/20			120.01	0.00	3.34	0.00	123.35
239	01/30/20			146.69	0.00	6.98	0.00	153.67
235	10/30/19			160.03	0.00	10.84	0.00	170.87
229	07/31/19			960.43	0.00	84.20	0.00	<b>1,044.</b> 63
221	04/24/19			100.00	0.00	10.92	0.00	110.92
217	01/30/19			0.00	0.00	0.00	0.00	0.00
237				200.00	0.00	2 <b>7</b> .6 <b>0</b>	57.80	285.40
209	10/24/18			0.00	0.00	0.00	0.00	0.00
202				0.00	0.00	0.00	0.00	0.00
224	05/17/19*			200.00	0.00	33.76	57.80	291.56
198				0.00	0.00	0.00	0.00	0.00
192	01/30/18			0.00	0.00	0.00	0.00	0.00
215	11/15/18*			413.44	0.00	76.87	57.67	<b>547.9</b> 8
186				0.00	0.00	0.00	0.00	0.00
183				0.00	0.00	0.00	0.00	0.00
200	05/18/18*			0.00	0.00	0.00	0.00	0.00
177	04/14/17**			0.00	0.00	0.00	0.00	0.00
172				0.00	0.00	0.00	0.00	0.00
169	10/20/16			0.00	0.00	0.00	0.00	0.00
163				0.00	0.00	0.00	0.00	0.00
157	04/15/16			0.00	0.00	0.00	0.00	0.00
152	01/27/16			0.00	0.00	0.00	0.00	0.00
149	10/30/15			0.00	0.00	0.00	0.00	0.00
142	07/27/15**			0.00	0.00	0.00	0.00	0.00
139	04/28/15**			0.00	0.00	0.00	0.00	0.00
136	01/16/15**			0.00	0.00	0.00	0.00	0.00
133	10/27/14			0.00	0.00	0.00	0.00	0.00
128	07/29/14			0.00	0.00	0.00	0.00	0.00
124	04/23/14			0.00	0.00	0.00	0.00	0.00
122	01/31/14			0.00	0.00	0.00	0.00	0.00
111	10/25/13			0.00	0.00	0.00	0.00	0.00
	07/26/13			0.00	0.00	0.00	0.00	0.00
104				0.00	0.00	0.00	0.00	0.00
101	01/18/13			0.00	0.00	0.00	0.00	0.00
98	10/23/12			0.00	0.00	0.00	0.00	0.00
106	06/03/13*			0.00	0.00	0.00	0.00	<b>0.0</b> 0
95	07/26/12			0.00	0.00	0.00	0.00	0.00
90	04/30/12			0.00	0.00	0.00	0.00	0.00
87	01/31/12			0.00	0.00	0.00	0.00	0.00
84	10/21/11			0.00	0.00	0.00	0.00	0.00
93	05/25/12*			0.00	0.00	0.00	0.00	0.00
81	07/25/11			0.00	0.00	0.00	0.00	0.00
78	04/25/11			0.00	0.00	0.00	0.00	0.00
72	01/20/11			0.00	0.00	0.00	0.00	0.00
69	10/18/10			0.00	0.00	0.00	0.00	0.00
65	07/16/10**			0.00	0.00	0.00	0.00	0.00

**PROVIDING FOR**: Authorization for the Town Council Chairman to execute and file all the necessary paperwork and deeds to complete the sale of a tax acquired property.

IT IS ORDERED that the Millinocket Town Council authorize the Town Council Chairman to execute and file all the necessary paperwork, including signing a Municipal Release Deed, to complete the sale of a tax acquired property located at 40 Elm Street, Map U04, Lot 126.

IT IS FURTHER ORDERED that the Tax Collector and/or Treasurer be authorized to abate all remaining taxes, sewer fees, and other expenses on the abovementioned property.

All C&D waste will be handled in accordance with the Special Requirements for Sale of Property.

Any tenant remaining in the property shall be the responsibility of the bidder to evict or manage.

The following bids were received for this property, which has a balance of \$4,846.47 owed in taxes and sewer costs, excluding deed preparation fees.

1. Hollie M. Cyr \$5,000 (Owner of Foreclosed Property)

	P	ASSED BY TH	E COUNCIL:	 
ΔTTF\$T				

Marked And Andrewson Control of the
Bid Opening for Tax Acquired Properties (FORM)
Date/Time: 3:00p.m., September 28, 2020
Separate Bids for Each Property:
Please complete one sheet for each property you wish to bid on for purchase and submit
separately in a sealed envelope.
Property Location: Map U04 , Lot 126 Address 40 Elm Street
NAME OR NAME'S THAT WILL BE ON DEED:
Hallin no Cour
Hollie m. Cyr
Mailing address: 40 Elm Street
Phone number and e-mail: 201-735-4662 02 toymota@gmail.com
\$5,000
Bid Price: +3,000
Deposit Ten (10%) percent of the bid price (Certified Check or Money Order):
Does this property abut another property owned by the Bidder?
What do you plan to do with this property? Continue to live in it
What do you plan to do with this property. Chi hings
with my Children
Coxuments:

#### TOWN OF MILLINOCKET

John Davis, Town Manager

197 Penobscot Avenue, Millinocket, Maine 04462

Telephone 207-723-7000 FAX 207-723-7002

E-Mail: manager@millinocket.org Web Site: www.millinocket.org

February 19, 2020

Ms. Holly Cyr 40 Elm Street Millinocket, ME 04462

Re: Real Estate Tax Map U04 Lot 126

Ms. Holly Cyr:

As you know, your property on 40 Elm Street has been acquired through the foreclosure process by the Town of Millinocket for unpaid real estate taxes and/or unpaid sewer invoices. In an effort to provide you an opportunity to retain your property, the Town will afford you one last chance to pay what is owed in full. The Town has calculated the total due on your property as follows:

TOTAL DUE:		4,983.81
Other Fees:		500.00
Sewer Invoices and Liens:	n &	1,262.70
Property Tax and Liens: 2018 to 2020		3,221.11

If you wish to make payment in full to the Town on the property listed above, you will need to make payment in full on or before Monday, March 23, 2020. You can pay in person or mail payment in full with a <u>money order or certified check</u> in the <u>full amount</u> listed above to Treasurer, Finance Director, 197 Penobscot Avenue, Millinocket, ME 04462.

If you are not interested in making payment in full, you will receive a notice to vacate the premises that outlines the date to vacate and the Town's intention to dispose of the property. We would request you turn your keys into the Town Office at 197 Penobscot Avenue in Millinocket.

Respectfully,

John Davis

John Davis, Town Manager



# **UT Account 141793 Detail** as of 10/05/2020 - Sewer

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Name: TOWN OF MILLINOCKET, c/o HOLLIE CYR

40 ELM STREET
MILLINOCKET, ME 04462

Location: 40 ELM STREET

RE Acct: 0 Map/Lot: U04-126

Total Due \$ 1507.74

Bili	Date	Reference	С	Principal	Tax	Interest	Costs	Total
247	08/21/20			100.00	0.00	0.31	0.00	100.31
243	04/29/20			100.00	0.00	2.85	0.00	102.85
240	01/30/20			100.00	0.00	4.82	0.00	104.82
236	10/30/19			100.00	0.00	6.84	0.00	<b>106.</b> 84
230	07/31/19			100.00	0.00	8.83	0.00	108.83
222	04/24/19			100.00	0.00	10.98	0.00	11 <b>0.</b> 98
218	01/30/19			0.00	0.00	0.00	0.00	0.00
237	10/31/19*			200.00	0.00	27.73	<b>57.80</b>	285.53
210	10/24/18			0.00	0.00	0.00	0.00	0.00
203	08/08/18			0.00	0.00	0.00	0.00	0.00
224	05/17/19*			200.00	0.00	33.89	57.80	2 <b>91.6</b> 9
199	04/20/18			0.00	0.00	0.00	0.00	0.00
193	01/30/18			0.00	0.00	0.00	0.00	0.00
215	11/15/18*			200.00	0.00	38.22	57.67	295.89
187	10/27/17			0.00	0.00	0.00	0.00	0.00
184	07/28/17**			0.00	0.00	0.00	0.00	0.00
178	04/14/17**			0.00	0.00	0.00	0.00	0.00
173	01/27/17			0.00	0.00	0.00	0.00	0.00
188	10/19/17*			0.00	0.00	0.00	0.00	0.00
170	10/20/16			0.00	0.00	0.00	0.00	0.00
164	08/05/16**			0.00	0.00	0.00	0.00	0.00
159	04/15/16**			0.00	0.00	0.00	0.00	0.00
153	01/27/16			0.00	0.00	0.00	0.00	0.00
174	02/03/17*			0.00	0.00	0.00	0.00	0.00
150	10/30/15			0.00	0.00	0.00	0.00	0.00
143	07/27/15			0.00	0.00	0.00	0.00	0.00
161	05/18/16*			0.00	0.00	0.00	0.00	0.00
140	04/28/15			0.00	0.00	0.00	0.00	0.00
137	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
129	07/29/14			0.00	0.00	0.00	0.00	0.00
125	04/23/14			0.00	0.00	0.00	0.00	0.00
	01/31/14			0.00	0.00	0.00	0.00	0.00
112	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
105	04/29/13			0.00	0.00	0.00	0.00	0.00
102				0.00	0.00	0.00	0.00	0.00
99	10/23/12			0.00	0.00	0.00	0.00	0.00
96	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
88	01/31/12			0.00	0.00	0.00	0.00	0.00
85	10/21/11			0.00	0.00	0.00	0.00	0.00
82	07/25/11			0.00	0.00	0.00	0.00	0.00
79	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
70	10/18/10			0.00	0.00	0.00	0.00	0.00
66	07/16/10			0.00	0.00	0.00	0.00	0.00
<b>40</b>								

## RE Account 811 Detail as of 10/05/2020

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Name: TOWN OF MILLINOCKET

Location: 40 ELM STREET

Acreage: 0 Map/Lot: U04-126

Book Page: B5232P72, B13735P241

2020-1 Period Due: 1) 542.99

2) 475.20

 Land:
 3,900

 Building:
 44,900

 Exempt
 48,800

Total:

Ref1: L13-B45

Mailing 197 PENOBSCOT AVE Address: MILLINOCKET ME 04462

Year	Date	Reference	P	С	Principal	<b>Interest</b>	Costs	Total
2020-1 R	B-01-C-				950.40	67.79	0.00	1,018.19
2019-1 L	*				936.00	140.61	57.80	1,134.41
2019-1 L					930.24	188.75	67.14	<b>1,186.</b> 13
					0.00	0.00	0.00	0.00
2017-1 L					0.00	0.00	0.00	0.00
2016-1 L	T				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
2013-1 R					0.00		0.00	0.00
2012-1 R					0.00	0.00		0.00
2011-1 R					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 a	s of 10/05/	2020			2,816.64	397.15	124.94	3,338.73

Per D	Diem
2020-1	0.2112
2019-1	<b>0.</b> 2080
2018-1	0.1809
Total	0.6001

Exempt Codes: 28 - Town Foreclosure

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

**PROVIDING FOR**: Authorization for the Town Council Chairman to execute and file all the necessary paperwork and deeds to complete the sale of a tax acquired property.

IT IS ORDERED that the Millinocket Town Council authorize the Town Council Chairman to execute and file all the necessary paperwork, including signing a Municipal Release Deed, to complete the sale of a tax acquired property located at 23 Pamola Park, Map U11, Lot 066.

IT IS FURTHER ORDERED that the Tax Collector and/or Treasurer be authorized to abate all remaining taxes, sewer fees, and other expenses on the abovementioned property.

All C&D waste will be handled in accordance with the Special Requirements for Sale of Property.

Any tenant remaining in the property shall be the responsibility of the bidder to evict or manage.

The following bids were received for this property, which has a balance of \$2,117.74 owed in taxes and sewer costs, excluding deed preparation fees.

1. Nicholas A. Bell \$3,020

•	PASSED BY THE COUNCIL:			
ATTEST	 _			

Bid Opening for Tax Acquired Properties (FORM)  Date/Time: 3:00p.m., September 28, 2026
Separate Bids for Each Property:
[Please complete one sheet for each property you wish to bid on for purchase and submit separately in a sealed envelope.]
Property Location: Wap U / / , Lot 066 Address 23 \ AMO A
NAME OR NAME'S THAT WILL BE ON DEED: Wicholas Anthony
be1/
Mailing address: 787 Central St Millinochett Majhe
Phone number and e-mail: 207-447- 5503
Bid Price: \$3,002 \$16 \$3,000
Deposit Ten (18%) percent of the bid price (Certified Check or Money Order): 4302
Does this property abut another property owned by the Bidder?
What do you plan to do with this property?   we there / Repail
Comments:

#### RE Account 2112 Detail as of 10/02/2020

10/02/2020 Page 1

4,300

8,500

12,800

Name: TOWN OF MILLINOCKET

Location: 23 PAMOLA PARK Acreage: 0.17 Map/Lot: U11-066

Book Page: B5115P280, B8483P147, B11368P33,

2020-1 Period Due: 1) 241.05 2) 211.20

B11519P315, B11785P331, B14388P103

Total: L0665R Town foreclosure Ref1: 197 PENOBSCOT AVE

Land:

Building:

Exempt

Mailing Address: MILLINOCKET ME 04462

Year	Date	Reference	PC	Principal	<b>Interes</b> t	Costs	Total
2020-1 R				422.40	29.85	0.00	<b>452.</b> 25
2019-1 L	*			416.00	62.21	57.80	536.01
2018-1 L	*			234.90	37.82	57.47	330.19
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 L	*			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	s of 10/02/2	:020		1,073.30	129.88	115.27	1,318.45

	Per Diem	_
2020-1		0.0939
2019-1		0.0924
2018-1		0.0457
Total		0.2320

Exempt Codes: 28 - Town Foreclosure

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

Millinocket 3:41 PM

Name: TOWN OF MILLINOCKET

197 PENOBSCOT AVENUE MILLINOCKET, ME 04462

Location: 23 PAMOLA PARK

RE Acct: 0 Map/Lot: U11-066

Due: \$799.29

Bill	Date	Reference	С	Principal	Tax	Interest	Costs	Total
246	08/21/20		_	0.00	0.00	0.00	0.00	0.00
242				0.00	0.00	0.00	0.00	0.00
239				100.00	0.00	4.76	0.00	104.76
235				100.00	0.00	6.77	0.00	106.77
229				100.00	0.00	8.77	0.00	108.77
221				100.00	0.00	10.92	0.00	110.92
217				0.00	0.00	0.00	0.00	0.00
237				200.00	0.00	27.60	57.80	285.40
209	7			0.00	0.00	0.00	0.00	0.00
202	•			0.00	0.00	0.00	0.00	0.00
224				77.09	0.00	5.58	0.00	82.67
198				0.00	0.00	0.00	0.00	0.00
192	01/30/18			0.00	0.00	0.00	0.00	0.00
215	11/15/18*			0.00	0.00	0.00	0.00	0.00
186	10/27/17**			0.00	0.00	0.00	0.00	0.00
183	07/28/17**			0.00	0.00	0.00	0.00	0.00
177	04/14/17**			0.00	0.00	0.00	0.00	0.00
172	01/27/17			0.00	0.00	0.00	0.00	0.00
169	10/20/16			0.00	0.00	0.00	0.00	0.00
163	08/05/16			0.00	0.00	0.00	0.00	0.00
157	04/15/16			0.00	0.00	0.00	0.00	0.00
152	01/27/16			0.00	0.00	0.00	0.00	0.00
149	10/30/15			0.00	0.00	0.00	0.00	0.00
142	07/27/15			0.00	0.00	0.00	0.00	0.00
139	04/28/15			0.00	0.00	0.00	0.00	0.00
136	01/16/15			0.00	0.00	0.00	0.00	0.00
133	10/27/14			0.00	0.00	0.00	0.00	0.00
128	07/29/14			0.00	0.00	0.00	0.00	0.00
124	04/23/14			0.00	0.00	0.00	0.00	0.00
122	01/31/14			0.00	0.00	0.00	0.00	0.00
111	10/25/13			0.00	0.00	0.00	0.00	0.00
108	07/26/13			0.00	0.00	0.00	0.00	0.00
104	04/29/13			0.00	0.00	0.00	0.00	0.00
101	01/18/13			0.00	0.00	0.00	0.00	0.00
98	10/23/12			0.00	0.00	0.00	0.00	0.00
95	07/26/12			0.00	0.00	0.00	0.00	0.00
90	04/30/12			0.00	0.00	0.00	0.00	0.00
87	01/31/12			0.00	0.00	0.00	0.00	0.00
84	10/21/11			0.00	0.00	0.00	0.00	0.00
81	07/25/11			0.00	0.00	0.00	0.00	0.00
78	04/25/11			0.00	0.00	0.00	0.00	0.00
72	01/20/11			0.00	0.00	0.00	0.00	0.00
<b>6</b> 9	10/18/10			0.00	0.00	0.00	0.00	0.00
65	07/16/10			0.00	0.00	0.00	0.00	0.00
60	04/16/10			0.00	0.00	0.00	0.00	0.00
55	01/15/10			0.00	0.00	0.00	0.00	0.00
52	10/21/09			0.00	0.00	0.00	0.00	0.00