



TENTATIVE AGENDA
PUBLIC HEARING & REGULAR COUNCIL MEETING via ZOOM ONLY
Monday, December 21, 2020 at 4:30 PM
****NOTE TIME & DATE CHANGE****

'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. Adjustments to the Agenda
- OLD BUSINESS**

NEW BUSINESS

(Used Out of Rotation)

4. ORDER #318-2020 Approval of Contract Agreement for Police Services with the Town of East Millinocket
5. Special Presentation:
 - a) Jessica Masse – Economic Recovery Committee
 - b) Mary Alice Cullen – Treasurer - Financial Overview
6. Town Manager's Report
7. ORDINANCE #8-2020 – 2nd PUBLIC HEARING Code Enforcement Officer Permit Fees
8. ORDER #312-2020 Approval of the Warrant for December 17, 2020
9. ORDER #313-2020 Approval of an Application for Entertainment License – Highland's Tavern
10. ORDER #314-2020 Approval of an Application for Liquor License – Highland's Tavern
11. ORDER #315-2020 Approval of an Application for Entertainment License – House of Pizza
12. ORDER #316-2020 Approval of an Application for Liquor License – House of Pizza
13. ORDER #317-2020 Acceptance of Center for Tech and Civic Life (CTCL) Grant Funds
14. Reports and Communications:
 - a. Warrant Committee for the January 14th, 2020 Council Meeting will be Councilor Pray and Chair Golieb
 - b. Chair's Committees Reports
 - c. Two Minute Public Comment
15. Adjournment

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

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

Citizen Guide to Town Council Meetings

This is an overview of information related to Council Meetings. We hope it is helpful to understanding the process. Thank you for participating in our local government. The town meeting is a place where the public is encouraged to participate. Below are common terms:

- **Order** - Item of business to be proposed (motioned) to council for discussion and vote.
- **Motion** - A Councilor proposal to the whole Council for discussion and vote. This could include an Order, an Amendment, or other. Any councilor can make a motion at any point in time during a Town Council meeting, regardless of whether it is on the agenda or not.
- **Second** - A "second" is used when a councilor supports an order to be discussed and voted upon. Without a "second" an order or motion does not get discussed or voted on.
- **Amendment** - A change to an original order, which can be motioned by a councilor and approved or voted down by the whole Council.
- **Minutes** - Summary of past meetings, including votes and discussion, that needs Council approval for officially entering the record.
- **Parliamentary Procedure**- This is the protocol used and questions go to the Council Chair. The Council follows Robert's Rules of Order. The Council adopted additional procedures at the initial session of a new term.
- **Warrant**- A list of articles for items the Council may act on, which usually comes in the form of approving expenditures.
- **Mill Rate** - Tax rate. The tax rate determines what is paid in property taxes. It is stated in "so many dollars per thousand dollars of valuation." Residential property owners may want to seek homestead exemptions or Veterans exemptions (for qualified veterans) to potentially lower their property tax rate, which may be done through the town's Tax Assessor.
- **Two Minute Public Comment** - Typically the last agenda item provides any member of the public an opportunity to express general concerns, thoughts or feedback publicly. The Council invites any and all people to speak. Questions directed at the Council or Manager will be answered at the following Council meeting; this part of the agenda is not interactive.
- **Executive Sessions** - These are private meetings held by the Council when certain matters must be kept confidential to protect other parties, as required by US and/or Maine law, Town Charter, or by contract. This could include personnel issues, legal issues, economic development issues or other. No action by the Council can be taken in Executive Session--only in public Council meetings can any vote or decision be made by the Council.
- **To ask questions** or offer feedback during Town Meetings, the public may do so within the public comment period of each order on the agenda. Any Councilor motion will be open to both the Council and the Public for discussion.

The public is asked to be respectful and orderly. It is of the Council Chairman's discretion to determine whether a public comment is disrespectful or inappropriate in nature, at which point the Chairman may request the ceasing of comment or removal of the public member.

Millinocket publishes the draft agendas on the website and Facebook prior to meetings. If you have questions, you may ask the manager and/or a Town Councilor before the meeting. The town website is www.millinocket.org.

HOW CAN I GET MORE INVOLVED? Come up and speak or submit a written statement to the Council Chairman and/or Town Manager. The Town Council is always seeking public input to ensure all perspectives, beliefs and desires of the public are considered. Want to do more? Become an appointed member of a committee! The Town publishes these openings on the website, Facebook, and local newspaper. You may also request to serve on an existing subcommittee by filling out a form on the town website at:
<https://millinocket.org/government/committees-and-boards/>.

ORDER #318-2020

PROVIDING FOR: APPROVAL OF CONTRACT FOR POLICE SERVICES

WHEREAS, the Town has historically provided police services to the community through the Millinocket Police Department as authorized by Article V (Department of Police) of the Millinocket Administrative Code (the "Police Department"); and

WHEREAS, as of today's date the Police Department has four members and as of December 24, 2020, at midnight, the Police Department will only have two members and only one those is working on a regular basis; and

WHEREAS, the police services needed by the community cannot be met with one or two police officers; and

WHEREAS, Millinocket is faced with an emergency and must provide police services to the community in order to protect its citizens from crime and to provide for public safety; and

WHEREAS, the Town of East Millinocket is willing to provide police services to the Town of Millinocket; and

WHEREAS, consolidation of police services with East Millinocket will serve Millinocket and the region with more efficient and effective police services; and

WHEREAS, in light of current circumstances, it is in the best interests of the community for the Town to enter into an agreement with East Millinocket for police services.

NOW THEREFORE,

IT IS ORDERED that the Contract for Police Services attached to this Order is approved;

IT IS FURTHER ORDERED that the Town Manager is authorized and directed to execute and deliver the Contract; and

IT IS FURTHER ORDERED that the Town Manager is authorized to take all action necessary to implement the Contract.

IT IS FURTHER ORDERED that upon approval and execution of the Contract by the Town of East Millinocket:

1-Article V of the Millinocket Administrative Code is suspended and no longer in effect pending further Order of the Town Council;

2-All permanent positions in the Police Department previously authorized by the Town Council are eliminated;

3-the Town Manager is directed to terminate the remaining members of the Police Department as a reduction in force and to pay the affected employees through the remainder of this work week and also to pay accumulated benefits such as accrued vacation;

3-the Treasurer is directed to create line "E0201-1115 – Contract for Police Services" as Part of the Public Safety and Protection line of the budget and financial records of the Town;

4-the Treasurer is directed to transfer the unexpended balances, after payment of payroll and related expenses such as vacation, in various lines of the budget related to Police Department expenditures to line E0201-1115 in order to fund the Contract for Police Services.

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Approved by the Town Council _____

ATTEST: _____

CONTRACT FOR POLICE SERVICES

From the Town of East Millinocket to the Town of Millinocket

WHEREAS the parties to this agreement have the authority to enter into a contract for police services to be provided by the Town of East Millinocket to the Town of Millinocket pursuant to Title 30-A, MRSA, section 3001 (Home Rule Ordinance Powers), Title 30-A MRSA section 2201 et seq. (Interlocal Cooperation) and/or Title 30-A MRSA section 2674 (Aid to Other Law Enforcement Agencies); and

WHEREAS the parties to this agreement have determined that it will be to the mutual advantage of the two parties to contract police services; and

NOW THEREFORE, the municipalities of EAST MILLNOCKET and MILLNOCKET, for and in consideration of the mutual promises and agreements hereinafter stated and the performance thereof do hereby promise and agree as follows:

1.0 PURPOSE:

This contract is to enable the Police Department of the Town of East Millinocket to provide the contracted police services as described in this contract to the Town of Millinocket.

2.0 DEFINITIONS: (as used in this agreement)

COSTS shall include all costs of operating and equipping a separate police department for the Town of Millinocket that includes without limitation salaries, benefits, training, employee insurance, equipment, supplies, uniforms, materials, maintenance and fuel. All costs expected to be incurred by East Millinocket are incorporated into the proposed budget presented by East Millinocket to Millinocket and will be recovered by the compensation paid by Millinocket to East Millinocket pursuant to Section 4 of this contract. Any additional costs will be mutually agreed upon by the parties.

EQUIPMENT shall mean all equipment necessary for a police officer to perform his or her duties, but shall not include a police cruiser.

UNIFORM shall be the Millinocket Uniform, if appropriate, with an East Millinocket Patch or otherwise an East Millinocket Uniform.

CRUISER

shall mean the Millinocket Police Cruisers.

**CONTRACTED
POLICE SERVICES**

shall be defined as law enforcement coverage by authorized police officers 24 hours per day for 365 days a year. Working hours and schedule shall be determined by the Chief of Police in consultation with the parties. East Millinocket anticipates hiring three patrolmen and one Sergeant in order to provide full time coverage in Millinocket. In addition, the Police Chief, Detective/Sergeant and Sergeant on duty in East Millinocket or Medway will provide supervision of police officers duty in Millinocket as needed and when a Sergeant is not on duty in Millinocket. Millinocket acknowledges that the Sergeant on duty in Millinocket will supervise police officers on duty in East Millinocket and Medway when the Police Chief, Detective/Sergeant and East Millinocket/Medway Sergeant are not on duty. Police officers shall enforce all laws of the State of Maine and Ordinances of Millinocket. In addition, the Police Chief and Detective/Sergeant will be on duty in Millinocket as needed in order perform administrative duties, supervise police officers and become familiar with the community and to monitor criminal activity.

EMPLOYER

shall be defined as the Town of East Millinocket.

BREACH

A party shall be deemed to be in breach of this Contract if it fails to appropriate or make timely payment of its share of costs, or if it fails to perform or comply with any of the terms, provisions or conditions of this contract.

3.0 ADMINISTRATION:

The East Millinocket Police Chief shall be responsible for the day-to-day administration and supervision of the Contract and the employees. The East Millinocket Police Chief is directly responsible to the East Millinocket Board of Selectmen. Millinocket acknowledges that the East Millinocket Police Department chain of command is Police Chief, Detective/Sergeant, Sergeant on duty in East Millinocket or Medway and police officers report to them in that order. Police officers on duty in Millinocket shall report first to the Sergeant on duty in Millinocket and follow the chain of command when a Sergeant is not on duty in Millinocket.

The Town of East Millinocket retains all rights and authority to manage and direct its employees, and to determine work shift assignments. However, East Millinocket shall consult with Millinocket concerning the police officers assigned to Millinocket and the work schedule. The employer shall make rules and regulations governing the conduct of the employees which do not contradict the Town of East Millinocket Personnel Policy or the terms and conditions of any

collective bargaining agreement between East Millinocket and its Police Department employees during the term of this contract.

Notwithstanding the foregoing, the parties agree that the Town Manager shall meet from time to time with the Police Chief to review the provision of police services under this contract as well as the cost of such services. In the event an issue of concern is not resolved between the Town Manager and the Police Chief, the Town Manager shall discuss the issue with the Administrative Assistant and if the issue is not resolved it shall be referred to the Chairman of the East Millinocket Board of Selectmen and the Chairman of the Millinocket Town Council for resolution and if those individuals are not able to resolve the issue, a joint meeting of the East Millinocket Board of Selectmen and Millinocket Town Council shall be convened at a mutually agreeable time and location to discuss and resolve the issue.

East Millinocket shall provide Millinocket with monthly cost expenditure and periodic police operations reports in formats to be agreed upon by the parties.

The budget for police services includes a capital improvement account, a major equipment account and a reserve account. East Millinocket agrees unexpended capital improvement and major equipment funds at the end of each municipal budget period shall lapse to the reserve account in its budget and shall be carried forward to the same reserve account in successive budgets and upon termination of this contract, all unexpended budget amounts including reserve funds shall be returned to Millinocket.

4.0 COMPENSATION:

As compensation for the services provided by East Millinocket, Millinocket agrees to pay East Millinocket, as follows:

December 22, 2020 at 12:01 am to June 30, 2021 at 11:59 pm	\$383,250.00 payable January 4, 2021.
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July 1, 2021 to June 30, 2022	\$610,874.00 payable in quarterly installments on the 1 st of each quarter commencing July 1 st , 2021 at the rate of \$152,718.50.
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5.0 POLICE CRUISERS, LAW ENFORCEMENT EQUIPMENT, MILLINOCKET POLICE STATION AND ROUTINE MAINTENANCE: The Town of Millinocket will transfer title to its three existing police cruisers (including the new cruiser on order which will be delivered to East Millinocket and an existing cruiser taken out of service as a trade in for the new cruiser) to East Millinocket for the use of the East Millinocket Police Officers assigned to provide services pursuant to this contract. The capital expense of replacement cruisers shall be borne by Millinocket. East Millinocket shall title the police cruisers in its name. Upon termination of this contract, East Millinocket shall transfer title to the police cruisers then in

service in Millinocket to Millinocket. It is the intent of the parties that three police cruisers will always be in service in the Millinocket and those police cruisers transferred to East Millinocket, or the replacement vehicles purchased by Millinocket, shall be returned to Millinocket upon termination of this contract and all such returned vehicles shall be in reasonable operating condition.

Millinocket shall also make available to East Millinocket all of its existing law enforcement equipment for use by East Millinocket Police Officers assigned to provide police services in Millinocket. East Millinocket shall be responsible to replace all such equipment as needed and all such equipment, including replacement equipment, shall be returned to Millinocket in good working order upon termination of this contract.

During the term of this contract, Millinocket shall provide to East Millinocket for use by the East Millinocket Police Officers assigned to provide police services in Millinocket, its existing Police Station space consisting of most of the bottom floor of the Municipal Building. Such space shall be provided free of charge and with heat, electricity, communication (five telephones - East Millinocket to provide email, land line phone service and secure internet service) and cleaning services. Millinocket shall retain access to the facility for cleaning and related services but acknowledges that East Millinocket will maintain it as a secure law enforcement facility and entry by Millinocket shall only be by prior notice to and consent from the senior East Millinocket Police Officer on duty.

East Millinocket shall assume all ownership, insurance and maintenance costs related to the police cruisers and police equipment transferred to it by Millinocket including replacement cruisers and equipment.

6.0 CALL-IN COVERAGE: The parties acknowledge and agree that East Millinocket Police Officers on duty in East Millinocket, Medway and Millinocket at any time will continue to provide emergency and/or back up mutual aid to one another just as they have prior to the effective date of this contract.

7.0 INSURANCE: Millinocket shall maintain property and liability insurance on its Police Station along with liability insurance for its public officials and workers compensation insurance for any of its employees servicing the Police Station.

East Millinocket shall maintain liability insurance, including automobile insurance, for police services provided hereunder along with workers compensation insurance for its employees providing police services hereunder

The parties shall agree upon the limits of coverage to be provided by each party and each shall provide the other with proof of insurance upon request.

8.0 POSSESSION AND MAINTENANCE: During the term of the contract, the officers of the East Millinocket Police Department shall occupy the Police Station in the Millinocket Municipal Building and Millinocket shall maintain the facility as provided herein.

9.0 JURISDICTION: Millinocket shall appoint all members of the East Millinocket Police Department who provide police services to Millinocket as police officers in Millinocket and authorize them to prosecute offenders in Maine courts.

10.0 ANIMAL CONTROL OFFICER: Millinocket shall continue to provide its own Animal Control Officer who shall be supervised by the Town Manager. The Animal Control Officer shall have access to the Police Station as needed.

11.0 EMPLOYING ENTITY: East Millinocket shall be the employer of police officers that provide police services to Millinocket pursuant to this contract and it shall be solely liable to any such employees for any employer provided benefits or protections.

12.0 WITHDRAWAL: Millinocket may withdraw from this contract upon 60 days written notice to East Millinocket.

13.0 AMENDMENT PROVISION: This contract constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes, without limitation, all prior agreements, understandings and letters of intent, whether oral or written, between the parties with respect to the matters contained in this contract. All promises, inducements, offers letters of intent, solicitations, agreements, commitments, representation, and warranties heretofore made between the parties concerning the subject matter are merged into this contract and shall be of no force or effect except as expressly set forth herein. Neither this contract nor any provision hereof may be changed, waived, discharged or terminated except by an instrument in writing signed by both parties.

14.0 CONTRACT TERMS:

This contract will have a duration of eighteen months. The parties shall meet at least six months prior to its expiration to discuss extension of the term and modification of other terms and conditions of a successor contract.

East Millinocket hereby represents and warrants to Millinocket that execution, delivery and performance of this contract, has been duly authorized by all necessary action on its part and that this contract is a legal, valid and binding obligation of the Town in accordance with its terms.

Millinocket hereby represents and warrants to East Millinocket that execution, delivery and performance of this contract, has been duly authorized by all necessary action on its part and that this contract is a legal, valid and binding obligation of the Town in accordance with its terms.

Millinocket hereby agrees to indemnify, defend and save East Millinocket harmless from and against any and all losses, damages and liabilities of any nature whatsoever, including, without limitation, reasonable attorneys' fees and expenses incurred by East Millinocket, arising out of incidents or events concerning the Millinocket Police Department occurring prior to the date hereof.

East Millinocket hereby agrees to indemnify, defend and save Millinocket harmless from and against any and all losses, damages and liabilities of any nature whatsoever, including, without limitation, reasonable attorneys' fees and expenses incurred by Millinocket, arising out of incidents involving East Millinocket's performance of police services in Millinocket occurring on or after the date hereof.

In Witness Whereof, the parties have executed this contract by their respective duly authorized representative with an effective date of December 22, 2020 @ 12:01 am.

(Signatures on following pages)

Witness:

TOWN OF MILLINOCKET

By: _____

Annette Padilla, Town Manager

Witness:

TOWN OF EAST MILLINOCKET

Margaret N. Daigle, Selectwoman

Clint Linscott, Selectman

Kyle Leathers, Selectman

Michael Michaud, Selectman

Anthony D. Moscone, Jr., Selectman

