



**TENTATIVE AGENDA
PUBLIC HEARING & REGULAR TOWN COUNCIL MEETING
in COUNCIL CHAMBERS & via ZOOM
THURSDAY, DECEMBER 9TH, 2021 at 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. Adjustments to the Agenda:
4. Approval of Minutes: November 8, 2021, November 22, 2021 Organizational and Regular meetings, November 23, 2021, November 26, 2021, December 1, 2021 and December 6, 2021 Executive Sessions.
5. Special Presentation:
1) Lori Santerre General Assistance/Human Resource - General Assistance Program Presentation
6. Ordinance #4-2021 **1st Public Hearing** - Amendments to Chapter 75, General Assistance, A-I Appendices Changes
7. Town Manager’s Report

UNFINISHED BUSINESS:

NEW BUSINESS:

8. ORDER #311-2021 Execution of the Town Warrant for December 9, 2021
9. ORDER #312-2021 Execution of the Wastewater Warrant for December 9, 2021
10. ORDER #313-2021 Approval of Appointment to Planning Board – H. Wheaton
11. ORDER #314-2021 Approval of Appointment to Events Committee – E. Bragdon
12. ORDER #315-2021 Approval of Town Manager Employment Agreement
13. ORDER #316-2021 Approval of Temporary Part Time Employee
14. ORDER #317-2021 Acceptance of Airport Rescue Grant Offer
15. ORDER #318-2021 Purchase and Installation of a Heat Pump in the Wastewater Treatment Plant Lab
16. ORDER #319-2021 Closure of Bandstand Parking Lot

17. ORDER #320-2021 Approval of Northern Border Regional Commission Grant
18. ORDER #321-2021 Donation to Maine Public Television
19. ORDER #322-2021 Approval of Katahdin Forest Management to Cross Town Land
20. Reports and Communications:
 - a. Warrant Committee for the December 9th, 2021, Council Meeting will be Councilor Bragdon and Councilor Danforth
 - b. Chair's Committees Reports
 - c. Two Minute Public Comment
21. Adjournment

Meetings are open to the public and the Town of Millinocket will require masks/face coverings to be regardless of vaccination status while in the Municipal Building. Public Comments and Zoom attendance requests can be emailed to the Town Manager Prior to the Meeting: manager@millinocket.org or call (207) 723-7000 Ext.5 to make special arrangements. The meeting is also streamed live for your convenience @ townhallstreams.com and find the direct links 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/>.

November 8, 2021

The Organizational and Regular meetings of the Millinocket Town Council was brought to order by Chair Golieb in Council Chambers and via Zoom at 7:00 pm.

Roll Call:

Town Council Members Present:

Pelletier via Zoom	Pray
Jackson	Danforth
Bragdon	Golieb
McEwen via Zoom	

Also present: Interim Town Manager/Code Richard Angotti, Town Clerk Diana M. Lakeman, Airport Director Jeffrey Campbell Fire Chief Tom Malcolm, Wastewater Director Jim Charette, Media Ben Barr, 5 in public: to be sworn in - Warren Steward, Donald Raymond/School Board; Michael A. Madore/Town Council) and 1 in Zoom public.

Pledge of Allegiance

Adjustments to the Agenda: n/a

Approval of the Minutes: n/a

UNFINISHED BUSINESS: n/a

NEW BUSINESS:

ORDER #280-2021 PROVIDING FOR: Execution of the Town Warrant for November 8, 2021

IT IS ORDERED that the Town Warrant for November 8, 2021, in the amount of \$121,317.68 is hereby approved.

Motion- Pelletier Second- Pray Vote 7-0

Council Comment: Councilor Pelletier noted the larger expenses: fuel diesel.

Public Comment: none

ORDER #281-2021 PROVIDING FOR: Execution of the Wastewater Warrant for November 8, 2021

IT IS ORDERED that the Wastewater Warrant for November 8, in the amount of \$39,877.51 is hereby approved.

Motion- Pelletier Second- Danforth Vote 7-0

Councilor Comment: Councilor Pelletier noted the larger expenses

Public Comment: none

ORDER #282-2021 Ratify the 2021 Municipal Election Results

PROVIDING FOR: Ratification of the November 2, 2021, Municipal Election Results

IT IS ORDERED that the results of the November 2, 2021, Municipal Election are hereby ratified as follows:

Total Ballots Cast: 1274

TOWN COUNCIL 3 Year (Vote for 2):	ROVC: 2548	
Archie, Julie 377	Madore, Michael A 511	
Feliciano, Gail 266	Reed, Daniel W 378	
Golieb, Steven 508	Stratton, Gilda 266	
Blanks 242		
SCHOOL BOARD 2 Year (Vote for 1)	ROVC: 1274	
Raymond, Donald E. 1097		
Blanks 177		

Steward, Warren R. 1044

Blank 230

Note: Warden's Return of Votes Cast attached.

Motion-Jackson Second- McEwen Vote 7-0

Councilor Comment: Councilor Pray thanks all those who worked the election, great job, well organized noting the ease of flow of voter traffic, extends to all who took advantage and voted and to those that ran for candidacy.

Public Comment: none

SPECIAL PRESENTATIONS:

- 1) Resolve #2-2021 Proclamation Honoring Randy Jackson for His Public Service to the Town of Millinocket

WHEREAS Randy was elected to the Town Council in November 2018 serving a three-year term during which he executed his service to the Town of Millinocket honorably; and,

WHEREAS Randy was instrumental in working with a variety of networks in our region, bringing with him life-long knowledge in the field of medicine and community service; and,

WHEREAS while serving on the Town Council, Randy sat on various other local boards and supported the efforts of many non-profits in areas of drug addiction, education, age-friendly work, the arts and health & wellness;

NOW THEREFORE, BE IT RESOLVED, that the Millinocket Town Council, in Council Assembled November 8, 2021, does here by recognize, honor and congratulate Randy Jackson for his years of dedication to the Town of Millinocket as a councilman.

Motion- Pray Second- Danforth Vote 6-0-1 (Jackson/Abstain)

Council Comments: Council discussion e express appreciation for Randy's dedication in town government, services to mental health and wellness, passion and energy for the community noting his dedication to the town when it needed his services without seeking notoriety while providing so much knowledge and completion of projects in just three years, concluding discussion with anticipation to continue working with him going forward with suggestion to enjoy his free time.

Public Comments: *ITM Angotti express his appreciation and thanking Randy for his service to the town has been a pleasure working with noting he looks forward continuing working with Randy with future projects. Councilor Bragdon displays a T-Shirt designed for Randy; applause; Councilor Jackson notes this joyous occasion with sincerity further noting the humbling position, a lot of work and dedication behind the scenes isn't always noticed, states the council's best interest for the town is staying true to code of ethics striving to move the town forward and is glad to help, recognizes all the town employees for their hard work, expectations, and dedication managing the town with departments working together further noting Interim Town Manager Angotti's reliable open door policy is always available for problem solving without a glitch, states this is a wonderful Town and his belief in this town stating "the measure of society is how we treat its lowest member", further stating our town goes above and beyond to try and help its community members, he expresses appreciation for the opportunity allowed to serve as councilman.

Diana M. Lakeman Town Clerk: Swearing in of new Town Council Members – Steve Golieb and Michael A. Madore.

Diana M. Lakeman Town Clerk: Swearing in of new School Board Members- Warren Steward and Donald Raymond.

Diana Lakeman Town Clerk opens the floor to nominations for Council Chair; Motion by Councilor Pelletier to nominate Councilor Golieb, Seconded by Councilor Bragdon; Motion by Councilor McEwen to nominate Councilor Danforth, Seconded by Councilor Pray, Councilor Danforth respectfully declines the offer of nomination; Diana Lakeman Town Clerk asks any further nominations, hearing none, moves the nomination of Councilor Golieb to Order #283-283-2021 for vote:

ORDER #283-2021 PROVIDING FOR: Election of Town Council Chairman

IT IS ORDERED that the Millinocket Town Council elects Steve Golieb as its Chairman for a one-year term commencing on November 8, 2021, and ending November 2022, or until a successor is duly elected.

Motion- Diana Lakeman, Town Clerk Second-McEwen Vote 6-0-1 (Golieb/Abstain)

Council Comment: Councilor Pray advocates to rotate chair with limited serving as Council Chair to two (2) terms explaining not a reflection on the current chair furthers the council as a whole to have an opportunity for greater knowledge, stating his support of Councilor Golieb's nomination for chair noting prior chairs making great strides over the years, informs his intension to submit proposals for consideration to amend the Council Procedures and Policy.

Chair Golieb extends appreciation for the support and confidence with his nomination to Council Chair.

Public Comment: none

***Interim Town Manager's Report: 11/8/2021**

Manager

I Do not have a long report as this is a short week.

The election was held on November 2nd and Diana will report out on how the election went.

We had training for Local Project Administrator (LPA) training and certification on Wednesday the 3rd. Ralph and I attended the training.

I had a KRBU meeting on Wednesday evening. We are going to have a presentation with Red Zone Wireless Broadband to see the new technology in Broadband.

The sustainability committee recommended that there be a single \$25-dollar annual permit fee for the use of peddler's hill rather than the fee structure we have now. This would be a code change on this ordinance. I suggest that it go to the planning board for review and a recommendation. After that it will have to go out for two public hearings before any changes could be made.

With East Millinocket receiving a Ladder truck for fire service in the Tri-Town are I am checking with our insurance carrier to see if the rate could drop for us as we have a mutual aid agreement with our neighbors.

After Nov 12th we will start interviews for the CID position.

*Additions: Informs of fire on Congress Street this morning and all are safe, notes General Assistance included 3 month report, informs Little Pro first year tri town community under one program.

Respectfully Submitted, Richard Angotti, Interim Town Manager

Department Reports: *Police Department Report: Attached

Public Works Activity Report:

Safety: No issues. Talked to crew about the need to wear masks in all Town Facilities.

Public Works: Having Beaver issues out on Bates Street, Little Smith Brook, and Rice Farm Road with plugging culverts. Getting equipment ready for Winter Maintenance. Winter sand is ready full storage inventory. Received a load of road salt. Attended MDOT LPA Certification Training. Shoulder work almost completed on the Rice Farm Road. Need to patch holes. Holiday wreaths sent to local resident who has volunteered to re-furbish them.

Transfer Station: Scheduled metal pile to be recycled. Scheduled freon disposal for white goods.

Cemetery: Public Works overseeing the Cemetery until closed. Tentative date is November 15th.

Respectfully submitted, Ralph Soucier, Director of Public Works

Assessor

-Sue is back to entering the property card data into the TRIO software and placing valuation labels on the paper property cards.

-We have been supplying realtors and other professionals with the information they are requesting. The last couple of weeks have been slightly slower regarding property card requests.

-I have been responding to taxpayer questions regarding their property tax bills. Many questions relate to when they will be eligible for the Homestead Exemption. A taxpayer must be a resident, own and occupy the property as their homestead for a year as of April 1 in order to be eligible. That language often confuses new homeowners.

-We have also been coordinating availability of the Council Chambers with the Board of Appeals Attorney Roger Huber to provide space for the Appeal by Brookfield. That hearing should be scheduled during the month of December.

-We had an unusually high number of real estate transfers for the last two months and the prices are still exceeding the assessments.

Respectfully , Lorna Thompson

Manager of Human Resources, Welfare Director, and Bookkeeper

Human Resources Director: Personnel issues/WC/Unum/Family Medical Leave, Assisting Town Manager and Department heads, Office Responsibilities, Safety Committee Minutes, Renewal of Elevator Certificates at Town Office and Library

General Assistance Director: Assisted individuals to meet their unmet needs, Submitting reimbursements Month end work.

Bookkeeper: Processed payroll for Town and Wastewater employees, to include the warrants for the taxes.

AP warrants for this week's council meeting

Lori Santerre, Human Resource Director

GENERAL ASSISTANCE STATISTICS FOR OCTOBER 2021

	MONTHLY	YTD	OCTOBER 2021				
RENT	458.72	1,964.30		# OF CASES	# HOUSEHOLD	# TANF	#APPOINT.
ELECTRICITY	-0-	-0-		3	3	0	4
LP GAS	-0-	-0-					
MEDICAL	-0-	-0-					
					LAST MONTH		
				# OF CASES	# HOUSEHOLD	# TANF	#APPOINT.
HOUSEHOLD	24.74	53.67		2	2	0	5
WATER	-0-	-0-					
					LAST YEAR		
CLOTHING	-0-	-0-					
				# OF CASES	# HOUSEHOLD	# TANF	# APPOINT.
FOOD	-0-	-0-					
				3	4	0	6
BABY	-0-	-0-					
FUEL	-0-	-0-					
OTHER	-0-	-0-		# OF CASES	WORKFARE #HOUSEHOLD	#HOURS	
TOTALS	\$ 483.46	\$2,017.97					

TOTAL DOLLAR AMOUNT SPENT IN OCTOBER 2020 WAS \$791.63.

TOTAL DOLLAR AMOUNT IN OCTOBER 2021 COMPARED TO OCTOBER 2020 SHOWS A DECREASE OF \$308.17.

TOTAL AMOUNT IN 2021 COMPARED TO 2020 SHOWS AN DECREASE OF \$103.42.

RESPECTFULLY SUBMITTED, LORI A. SANTERRE, WELFARE DIRECTOR

GENERAL ASSISTANCE STATISTICS FOR AUGUST 2021

	MONTHLY	YTD	AUGUST 2021				
RENT	\$ 229.36	\$1,046.86		# OF CASES	# HOUSEHOLD	# TANF	#APPOINT.
ELECTRICITY	-0-	-0-	2	2	0	2	
LP GAS	-0-	-0-					
MEDICAL	-0-	-0-					
					LAST MONTH		
				# OF CASES	# HOUSEHOLD	# TANF	#APPOINT.
HOUSEHOLD	28.93	28.93	3	4	0	3	
WATER	-0-	-0-					
					LAST YEAR		
CLOTHING	-0-	-0-					
				# OF CASES	# HOUSEHOLD	# TANF	# APPOINT.
FOOD	-0-	-0-					
				1	1	0	3
BABY	-0-	-0-					
FUEL	-0-	-0-					
OTHER	-0-	-0-		# OF CASES	WORKFARE #HOUSEHOLD	#HOURS	
TOTALS	\$258.29	\$1,075.79	0	0	0	0	

TOTAL DOLLAR AMOUNT SPENT IN AUGUST 2020 WAS \$710.76.

TOTAL DOLLAR AMOUNT IN AUGUST 2021 COMPARED TO AUGUST 2020 SHOWS A DECREASE OF \$452.47.

TOTAL AMOUNT IN 2021 COMPARED TO 2020 SHOWS AN DECREASE OF \$253.97.

RESPECTFULLY SUBMITTED, LORI A. SANTERRE, WELFARE DIRECTOR

GENERAL ASSISTANCE STATISTICS FOR JULY 2021

	MONTHLY		YTD	JULY 2021				
RENT	\$817.50		\$817.50					
ELECTRICITY	-0-	-0-	3	#OF CASES	# HOUSEHOLD	# TANF	#APPOINT.	
LP GAS	-0-	-0-		4	0	3		
MEDICAL	-0-	-0-	-0-	LAST MONTH				
				# OF CASES	# HOUSEHOLD	# TANF	#APPOINT.	
HOUSEHOLD	-0-	-0-	4	6	0	4		
WATER	-0-	-0-						
CLOTHING	-0-	-0-		LAST YEAR				
				# OF CASES	# HOUSEHOLD	# TANF	# APPOINT.	
FOOD	-0-	-0-		2	2	0	2	
BABY	-0-	-0-						
FUEL	-0-	-0-	-0-	WORKFARE				
OTHER	-0-	-0-		# OF CASES	#HOUSEHOLD	#HOURS		
TOTALS	\$817.50	\$817.50	0	0	0	0		

TOTAL DOLLAR AMOUNT SPENT IN JULY 2020 \$619.00.

TOTAL DOLLAR AMOUNT IN JULY 2021 COMPARED TO JULY 2020 SHOWS AN INCREASE OF \$198.50.

RESPECTFULLY SUBMITTED, LORI A. SANTERRE, WELFARE DIRECTOR

RECREATION DEPT: Recreation Director: Little Pro Basketball has joined with East Millinocket and Medway this year. This will be for the in house, we will be having home and away games. Little pro will have their own travel teams and the Hoop Classic and East Millinocket will also have their own travel team and tournament. We will be starting games on November 8th.

We went to the Granite Street and Opal Myrick on Friday October 29 to deliver candy to the children.

The fence company is finishing up the fencing on the fields. The girls' softball field is complete, the boy's baseball field was just completed last week, and we have a little more to do on the Delahanty field.

Respectfully Submitted, Jody Nelson

Code Enforcement: Continued reviewing electronic version of code for accuracy with the written copy.

Processed permits and answered questions on permits for residents.

Respectfully, Richard Angotti

Airport: The G.A.R.D (general aviation recording device) recorded 17 aircraft operations this month to date. Attended via Zoom, a training session required by NBC (Northern Border Council) for the engineering and design grant for the Airport Terminal Building replacement. Working on preparations for winter operations, snow removal equipment, runway end markers, Tie down ropes, Aircraft storage, etc.

Respectfully submitted, Jeff Campbell, Airport Manager

Town Clerk/Tax Collectors Office: Totals include October 26th through November 4th, 2021, Receipt Summary report which provides by receipt type, the number of transactions and total dollars processed at the Town Office. In summary, \$611,698.88 were collected, which involved 793 transactions processed in Trio.

*See Attachment. Working on current council meeting minutes. Both Tax and Clerk month end reports finalized and processed for all State agencies. Fulfilling requests of tax information as well as providing normal daily requests of motor vehicle and wastewater account balances via e-mail, fax and phone calls.

Sharon processed current Motor Vehicle weekly report. Sharon dedicating time to locate addresses for returned/undeliverable wastewater bills and re-mail. Processing daily mail, online, phone, and drop box payments. Cemetery recording of deeds, cards, and mapping updates of new internments and purchases. Creating Agendas, posting advertisements of public hearings, Ordinance notifications and local paper advertisements, Email correspondence, returning phone messages and inquiries of account details and totals. Election: Congratulations to Michael Madore and Steven Golieb for the Town Council, and Warren Steward and Donald E. Raymond for School Board. Completed and submitted required election reports and certifications to Secretary of State's office prior to 11/5/2021 deadline. Processed 400 absentee ballots during posted hours on Election Day, efficient procedure without issues. Other Items: Processed October quarterly Wastewater billing, mailed on Friday, 10/29/21 and due 11/29/21 prior to interest.2022 Dog tags for

registrations available October 15th as the current registrations expire December 31, 2021 **Proof of Rabies Vaccination Certificate is Required for Registration** 2022 Snowmobile Registrations available. Roxanne and Amber continue to improve the preservation of vital records by indexing, inserting the records into acid free sheet protectors, and storing.

Respectfully, Diana M. Lakeman Town Clerk/Deputy Tax Collector, Sharon A. Cyr Tax Collector/Deputy Clerk

Treasurer: The Trio SQL test system data was refreshed. I then ran the Central Parties merge processes so that the utility and real estate records can be reviewed to determine if the system conversion can proceed without any customization processes. I had a monitoring meeting with Terry Ann Holden regarding the WWT's \$900K CDBG grant for the Bates/Elm Street Sewer Improvements. The last reimbursement from this grant of \$36,985 will be submitted next week. The ambulance billing files were picked up from T. Higgins. The next step is to review the outstanding AR with AMB to determine a collections path forward.

Mary Alice Cullen, Treasurer, Town of Millinocket

Wastewater: Wastewater Operations Report: The treatment facility and pump stations are all currently functioning well. As needed, routine maintenance along with required lab work is being performed on a daily basis. The T. Buck Construction Co. has finished all the groundwork for the Elm / Bates Streets Sewer Upgrade Project. The slip lining was installed in the Elm / Bates Streets areas. This week they will be finishing grass seeding and clean up. This will complete that upgrade project for the season. They will return in the spring to do the final paving as.

Millinocket WWTF, James Charette, Superintendent

Fire: Monitoring crew and making sure that everyone is trying to keep safe and mentally conditioning during stressful times. Congratulations to the (2) FT FF that attended Penobscot County Fire Chief's Fire Academy and have both completed the course. Attended Tri-State CO Summit held virtual again this year. Attended training on new EMS protocols that become effective on 12-01-2021. Working to get items placed on ambulances that have been added to the new ME EMS rules and regulations. Participated in Millinocket Trunk or Treat, have very good turnout and Thank You to all that were involved. Completed four LSC inspections of apartments per request from Landlords or Tenants. Assist citizen in getting information and help with mold issue in home. Had Maine Fire Protection come and do Fire Extinguisher inspections and replacement in Town Bldgs. Worked with Assessor on street addressing issue. Conducted Fire Drills in schools. Ambulance was extremely busy with 116 total calls for month of Oct. Fire incidents also seem to be trending higher this year.

Chief Thomas Malcolm AEMT, FLSE, EMA Director, Public Health and Safety Officer, Millinocket Fire Department

Council Comments: Councilor Pray appreciation for the detailed report noting details from the department heads, anxious for the potential of wireless broadband availability, appreciative looking into reduction in insurance rates, suggests to share applications to Council pertaining to CID position, shares concerns of brush pile issue and suggests informing the community again on the regulations, expresses appreciation for GA year to date reports, suggests advantageous having quarterly budget totals further noting report status from tax or treasurer department on tax payment status, glad training and certifications are all up to date, inquires ambulance service numbers combined with county; Fire Chief Tom Malcolm informs they are combined; suggests looking into reassessing stipend monies for county ambulance services.

Councilor Pelletier extends a thank you for the comprehensive report, supports bringing fee increase for peddler's hill to the Planning Board, expresses concerns with GA totals and effecting new budget totals inquiring if balance is prior or after reimbursement from the state noting concerns of small numbers with plenty of community need with anticipation of more detail numbers going forward.

Councilor Danforth appreciation to Richard and Ralph being certified for DOT training, expresses concerns of Peddler's Hill fee structure noting support for signage, shares excitement of the great turnout for the trunk or treating thanking all the volunteers and departments, suggests a mass mailing of summer water usage reminder pertaining to billing concerns of high-water usage not wasted in the sewer treatment.

Councilor Madore expresses thank you to all candidates, election staff, and those who voted in the municipal election congratulating those who won, offers suggestions to scheduling fees for Peddler licenses noting concerns for clarification of locations, thanks *ITM Angotti for looking to savings of insurance, inquires how

many CID candidates/applications received; *ITM Angotti informs 5 total, notes interest in town's responsibilities and library responsibilities of operation costs, interest of viewing final design of preliminary proposal with concerns current proposed flat roof in airport building design, inquires of increase of fire department calls; Fire Chief Tom Malcom informs number of items factor in to increase, congratulations to both Richard and Ralph receiving DOT training with certifications.

Councilor Bragdon offers hope and well being with concerns to family fire on Congress Street, does not support flat roof design for airport building, congrats and thank you for DOT training.

Councilor Pelletier inquiries water company meter usage concerning wastewater, regarding library budget informs they are two separate entities as a budgeted donation, interest in follow-up of RFPs for equipment sale; *ITM Angotti informs received minimum of 3 bids, suggests putting out to bid.

Chair Golieb corrects library budget concerns stating the library is a budgeted line item with contract, notes conversation for changes to intent of library contract to be revisited; *ITM Angotti informs many items of concern combined with town concerning library and individual departments with intention to work differences out in lease, Chair Golieb if issue should be resolved within two weeks.

Councilor Pray notes GA totals are constantly changing until percentage spent is reached anticipates town reimbursed quarterly, anticipates fee schedule be brought back to council with planning board recommendations, agrees the design of a flat roof will need to be reconsidered.

Chair Golieb favors airport original design of roof notes additional design pertains to square footage and informs the town did win the northern regional commissions grant concerning airport design, appreciates follow up on insurance savings, inquires fee change at peddlers hill proposed by Fire Chief Tom Malcolm proposing yearly vendors fee for Peddlers hill only noting fees are low and event vendors are charged Victualer fees if preparing and serving food, council discussion concerns of simplify permit and clearly state destination, clarifies wastewater usage concerning abatements are no longer allowed, states his support unifying school sports teams and other extracurricular activities as every opportunity for the children is very important and not wasted for a strong foundation for education further stating the need to find more ways to work together to provide the best education and other activities concerning the school systems, inquires submission of councilor goals to share at the net meeting.

Public Comments:

Susan D'Alessandro, expresses concerns with the GA assistance totals given as they seems low for the community needs.

Jeff Campbell, Airport Director, clarifies numbers given consists of radio traffic and is a calculated operation with minimum 500 operations/year required to qualify for grant funding, informs the airport building proposal artistic concept stating final proposal will not include the design of a flat roof.

Tom Malcolm, Fire Chief, congratulates tow firefighters passing academy training noting it is not an easy task and gives thanks for the opportunity to send them.

Diana M. Lakeman, Town Clerk, expresses concerns with understanding reason for the proposed fee schedule change for peddler's hill as it original intent to assist and support monetary opportunities, asks the council and planning board for consideration of those one time users who may opt out if there is a yearly fee.

***Amended - ORDER #284-2021 PROVIDING FOR: Acceptance of Town Council Procedure Policy.**

IT IS ORDERED that the Millinocket Town Council re-adopt the Town Council Meeting Procedure Policy proposed as amended on July 22, 2021 ***for two (2) weeks until the Council meets to consider as permanent or set a procedure**, a copy of which is attached to this order.

Motion- Bragdon Second- Danforth Vote as Amended 5-2 (Golieb; Bragdon/Opposed)

Council Comment: Councilor Pelletier motions to amend Chapter 9 to include at the end to read "Council and committee meeting to allow zoom and online broadcasts to include public participation, seconded by Councilor Pray, Councilor Pray expresses interest with discussions and suggestions of proposals for amendments to consider for review, Councilor Madore inquires interest to rescind second and motion with motion to table for time to review of policy and proposal of amendments, Councilor Pray motions to amend the amendment to adopt policy for two weeks until the council meets to consider as permanent or set a procedure, Councilor Pelletier seconds the amendment, Vote on the amended amendment 4-3 Madore/Bragdon/Golieb-Opposed), Councilor Madore motions to table order #284-2021 to next council

meeting, second by Councilor Bragdon, Vote to Table Fails 3-3-1 (Pelletier/Pray/Madore-Opposed; Danforth-Abstain).

Public Comment: none

ORDER #285-2021 PROVIDING FOR: Approval of Snowmobile Trail Maintenance Application to the Maine Department of Conservation

IT IS ORDERED that approval is granted to submit the 2021-2022 application for the Maine Department of Conservation Snowmobile Program Municipal Grant-in-Aid Agreement. The Application requests a total of \$115,548.00 in State funds that are to be supplemented by local funds of \$49,521.25 project cost of \$165,069.25. In addition to this the Town of Millinocket will pay Twin Pines Snowmobile Club \$15,000.00 to groom the town trails.

IT IS FURTHER ORDERED that the Town Manager is authorized to sign and execute any and all agreements necessary to receive this grant.

Motion- Madore Second- Pray Vote 7-0

Council comment: Councilor Pelletier inquires any discussions for redevelopment of trail on Central Street,

*ITM Angotti informs ongoing discussions with club.

Public Comment: none

ORDER #286-2021 PROVIDING FOR: Appointments to Millinocket Town Committees

IT IS ORDERED that the Millinocket Town Council appoint and/or extend the appointments of committee members as described in the attached document.

Council Chair Boards and Committees

OUR KATAHDIN EXEC

Chairman Golieb Councilor Danforth

Town Manager *Councilor Michael A. Madore

Mike Osborne- Our Katahdin

Steve Sanders- Our Katahdin

ECONOMIC DEVELOPMENT COMMITTEE

Chairman Golieb (Chair) Councilor Matthew Bragdon

Randy Jackson Town Manager

Jessica Masse (Designlab)

EVENTS COMMITTEE

Councilor Bragdon (Chair) Councilor Madore

Fire Chief Tom Malcolm Town Manager

Kitty St. John

SUSTAINABILITY COMMITTEE

Chairman Golieb (Chair) Councilor Pelletier Councilor Danforth

Town Manager Brittany Grutter Peter Jamieson

Gilda Stratton

AGE FRIENDLY COMMITTEE

Councilor Danforth (Chair) Randy Jackson

Town Manager Fire Chief Tom Malcolm

MML Director

Robin Stevens - Thrive Penobscot

KATAHDIN REGION BROADBAND UTILITY BOARD of DIRECTORS (2 Members)

Councilor Matthew Bragdon

Richard Angotti – Public Citizen

Katahdin Region Broadband Utility Member Representative (1 Member)

Councilor Louis Pelletier

YOUTH COMMITTEE

Chairman Golieb (Chair) Elina White

Lucien Dumais Councilor Bragdon

Dylan Evans

CHARTER REVIEW COMMITTEE

Wallace Paul (Chair) Councilor Pray

Sherri Downes Chairman Golieb

Peter Jamieson Brittany Grutter Councilor Pelletier

Motion- Danforth Second- Bragdon Vote 6-0-1 (Bragdon/Abstain)

Council comment: Chair Golieb motions to amend attached list by removing Councilor Bragdon duplicated in Economic Development and adding Councilor Madore to Our Katahdin, second by Councilor Bragdon, Councilor Pray notes these amendments doesn't change his suggestions for certain committees to have three councilors on them and his intent to propose amendments to the council policy and procedures, Chair Golieb states he is not opposed to the addition to committees noting his concern to appoint if no interest with favor to apply if and supports this order.

Public Comment: none

***Failed - ORDER #287-2021 PROVIDING FOR:** Authorization to Purchase Ad - Paper Talks Magazine
IT IS ORDERED: The Interim Town Manager is authorized to purchase an ad in the Paper Talks Magazine in the amount of 945.00.

Note: See add prices pertaining to determine the size of the Add.

Motion- Pray Second- Pelletier Vote-**Failed** 3-4(Pray/Golieb/Bragdon/Madore-Opposed)

Council comment: Council discussion share concerns with inquires of ad size suggestion with majority not in support of the inflated cost for advertisement and having interest to spend monies elsewhere noting the lack of previous involvement with this magazine while offering support of local advertisement for consideration for promotions or congratulations, *ITM Angotti suggests 1/9th size.

Public Comment: none

ORDER #288-2021 PROVIDING FOR: Re-Appointment to the Planning Board.

IT IS ORDERED that Thomas Malcolm is re-appointed to the Planning Board for a five-year term to expire November 2026.

Motion- McEwen Second- Madore Vote 7-0

Council comment: Chair Golieb expresses appreciation to Tom and his dedication to the board.

Public Comment: none

ORDER #289-2021 PROVIDING FOR: Approval for 2020 Downtown Revitalization CDBG Grant Matching Funds

WHEREAS the Town of Millinocket has been awarded a \$310,000 CDBG grant for the Downtown Revitalization which requires \$75,000 matching funds; and

WHEREAS the work on this project has started, it has become necessary to determine the source of the grant match funds;

THEREFORE IT IS ORDERED that the Millinocket Town Council approves the following as the fund sources for the grant match:

- 1) \$2,000 cash donation from the Katahdin Area Chamber of Commerce (fund have been received are in restricted fund balance)
- 2)

Motion- Pelletier Second- Madore Vote 7-0

Council comment: Councilor McEwen inquires submission of order with concern as documents have been submitted with the grant application and will resend documents if needed, *ITM Angotti inquiries necessary in-kind documents to be submitted, Councilor Madore expresses thanks to all involved noting Councilor McEwen's dedication, Councilor McEwen states grant award having submitted documentation of certain inking matched monies with recommendation for the Interim Town Manager to review documents and correspondence previously submitted on record for grant match, Councilor Danforth looks for clarification of

intentions for this order and acceptance of this \$2000.00 match, Councilor McEwen states his confusion and need for this order; Councilor Pray proposed any expenditures on an order identifies which account monies will be taken out of with balances, Councilor call for vote since clarified, Councilor Danforth further requests clarification if the \$2000 given to the Chamber specific to this grant, Treasurer Mary Alice informs yes.
Public Comment: Mary Alice Cullen, Treasurer, informs communications with CDBG grant associates noting certain documents provided in-kind monies spent stating the purpose of this order is to determine where the matched monies will be coming from proposing intention for existing auditable documentation required for proposed grant application purposes for balances designated.

Reports and Communications:

- a. Warrant Committee for November 22, 2021, Council Meeting: Councilor Pray and Chair Golieb.
- b. *Chair's Committee Reports:* Councilor Danforth informs Mobile Katahdin in collaboration with Millinocket Library will have food distribution this Saturday starting at 10:00am at the Millinocket Library welcoming all.
Chair Golieb, Sustainable Subcommittee notes intention to post a meeting Agenda on the website.
Councilor Pray notes the county commissions appointed for districts on the maine.gov website.
- c. *Two Minute Public Comment:*
Councilor Bragdon extends congratulations to football for a great season.

Motion to adjourn in honor and remembrance of Veteran's Day at 8:45 p.m. –Madore, Second –Pray
Vote 7-0

November 22, 2021

The Regular meeting of the Millinocket Town Council was brought to order by Chair Golieb in Council Chambers and via Zoom at 4:30 pm.

Roll Call:

Town Council Members Present:

Golieb McEwen

Bragdon Pelletier via Zoom

Danforth Pray-Absent; joined via Zoom-4:33pm, joined in person at 5:12pm.

Also present: Interim Town Manager/Code Richard Angotti, Town Clerk Diana M. Lakeman, Fire Chief Tom Malcolm, Recreation Director Jody Nelson, Treasurer Mary Alice Cullen via Zoom, Media Ben Barr, 2 in public and 3 in Zoom public.

Pledge of Allegiance

Adjustments to the Agenda: Councilor Pray submitted amendments to order #285-2021 for consideration.

Approval of the Minutes: October 14, 2021, October 28, 2021, Regular meetings and November 11, 2021, 5:00pm and 6:00pm, and November 15, 2021, Executive Sessions.

Motion- Pelletier Second- McEwen Vote 6-0

SPECIAL PRESENTATIONS: None

*Interim Town Manager's Report: November 22, 2021

Manager

Safety Meeting with Department Heads Safety topic was preparing for winter conditions and winter driving. Receives notification of another round of ARPA funds for the Millinocket Airport Specific. The relief funds are for costs related to operations, personnel, cleaning, sanitization, janitorial services, debt service payments, and combating the spread of pathogens at the airport. Am waiting on the Project number at which time we will bring it to the council with an order. See attached with answers to the question on its uses.

I would like to wish the residents of Millinocket, The Council, and all the Staff A Happy Thanksgiving

Respectfully Submitted

Richard Angotti

Interim Town Manager

Department Reports:

Public Works Activity Report:

Safety: No issues. Talked to crew about the need to wear masks in all Town Facilities.

Public Works: Finishing up on getting equipment ready for Winter Maintenance.

Holiday wreaths have been re-furbished thanks to Donna Hakes Volunteer Resident. Also, her family has made new hanging decorations for the poles downtown which will be a new addition.

PW is hanging X-Mas lights downtown area along with holiday banners on Central Street.

Transfer Station: Brush pile is scheduled for end of the month to be ground up.

Cemetery: Public Works overseeing the Cemetery until closed. Tentative date is November 15th. If the weather holds out, we will continue burials. Burials YTD = 85.

Thanks goes to Bob Healey for doing maintenance on the old Cemetery sections. He has done a lot of work volunteering his time fixing leaning head stones and markers. Note: (This is only being done in the abandon sections where we have done research and can't located family members)

Respectfully submitted,

Ralph Soucier, Director of Public Works

Assessor: The majority of this week has been spent preparing the Town's submission for the Local Board of Assessment Review which is due Friday November 19th. I have been coordinating our reply in conjunction with expert witness William Van Tuinen and Attorney Joel Moser.

In addition, the department has been supplying information to the public and professional as requested, Sue continues to enter data into the software, file as appropriate and other duties as needed.

We wish all a happy and safe Thanksgiving

Respectfully, Lorna Thompson

Manager of Human Resources, Welfare Director, and Bookkeeper, Human Resources Director:

Personnel issues/WC/Unum/Family Medical Leave

Assisting Town Manager and Department heads

Office Responsibilities

Safety Committee Monthly meeting

General Assistance Director: Assisted individuals to meet their unmet needs, Submitting reimbursement

Bookkeeper: Processed payroll for Town and Wastewater employees, to include the warrants for the taxes.

AP warrants for this week's council meeting

Lori Santerre, Human Resource Director

RECREATION DEPT: Recreation Director, Youth basketball has begun, and I believe it is going wonderful.

We have started working on the wrath lighting we do at the elementary schools. Worked on purchase of truck for Rec Department in Millinocket.

Respectfully Submitted, Jody Nelson

Code Enforcement: Processed permits and answered questions on permits for residents. Completed inspections on properties.

Respectfully, Richard Angotti

Airport: The G.A.R.D. (General Aviation Recording Device) has recorded 38 Aircraft operations this month to date. The following is a brief update on the financial status of airport operations after the first third (33%, July 1 thru Oct 31) of the FY22 Municipal Budget. See attached

Account 1101 (Airport Operations) Budgeted \$148,932 - Expended \$42,099 = 28.5% (Please see attached summary) Account 1102 (Airport Business) Budgeted \$62,264 - Expended \$30,485 = 49% (Does not reflect inventory) Account 1102 (Business Revenue) Budgeted \$94,975 - Collected \$44,238 = 47% (Please see attached summary) Cares Act, ARPA grants (awarded in FY22) \$13,000, and \$32,000 for a total of \$45,000

Respectfully submitted, Jeff Campbell, Airport Manager

Town Clerk/Tax Collectors Office: Totals include November 5th through November 18th, 2021, Receipt Summary report which provides by receipt type, the number of transactions and total dollars processed at the Town Office. In summary, \$281,874.25 were collected, which involved 1255 transactions processed in Trio.

*Attached. Working on current council meeting minutes. Fulfilling requests of tax information as well as providing normal daily requests of motor vehicle and wastewater account balances via e-mail, fax and phone calls. Sharon processed current Motor Vehicle weekly report.

As requested, Sharon provided the Non-Zero Balance report for current fiscal year tax amounts paid to date also providing remaining balances. *Attached. Sharon dedicating time to locate addresses for returned/undeliverable tax and wastewater bills to re-mail. Processing daily mail, online, phone, and drop box payments. Cemetery recording of deeds, cards, and mapping updates of new internments and purchases.

Creating Agendas, posting advertisements of public hearings, Ordinance notifications and local paper advertisements, Email correspondence, returning phone messages and inquiries of account details and totals.

Election: Completed and submitted all required after election duties, reports and certifications to Secretary of State's office prior to their specific deadlines.

The final step, VPH (Voter Participation History), module in the CVR is currently disabled pending other municipalities to complete after election reports and certifications, SOS office will reactivate when all have been submitted.

Other Items: Wastewater bills are due 11/29/21 prior to interest.

2022 Dog tags for registrations available October 15th as the current registrations expire December 31, 2021

Mandatory Late Fee: February 1, 2021 *Proof of Rabies Vaccination Certificate is Required for Registration*

2022 Snowmobile Registrations available. 2022 Transfer Site Stickers are now available: *Annual Fee: Town \$20, County Twps. \$10.00* Roxanne and Amber continue to improve the preservation of vital records by indexing, inserting the records into acid free sheet protectors, and storing. Respectfully, Diana M. Lakeman
Town Clerk/Deputy Tax Collector, Sharon A. Cyr Tax Collector/Deputy Clerk

Treasurer: The Revenue Sharing funds continue to run ahead of FY22 Budget. On October 22, a \$152K payment was received from the State, bringing the receipts to date at \$538K, which is 63.27% of the FY22 Budget. Since Covid, the Airport has been awarded or made aware of upcoming grant awards that can be used to cover operations expenses. The trend has been to use the funds as a means to offset the tax Commitment required in the following tax year. Below summarizes the activity thus far: FY21 Budget – Cares Act funds of \$30,000 was included as a budgeted revenue to reduce the tax commitment. The actual funds were received in February 2021 for reimbursement of payroll costs that were Submitted as supporting documentation. FY22 Budget – Airport Coronavirus Relief Program grant funds of \$13,000 was included as a budgeted revenue to reduce the tax commitment. Request for reimbursement will be made in the near future. FY23 Budget Option – On 6/28/21 and 11/17/21, there have been two notices regarding a \$32,000 ARPA grant award that appears to have the same requirements as the above two grants. I am also starting to prepare for year-end reporting. The files received from Higgins do not appear to contain all of the customer information required for AMB to take over the legacy AR. I have reached out to Higgins requesting the necessary information.

Mary Alice Cullen, Treasurer, Town of Millinocket

Wastewater: Wastewater Operations Report. The treatment facility and pump stations are all currently functioning well. As needed, routine maintenance along with required lab work is being performed on a daily basis. At the Central Street pump station, the whole building has been reroofed and resided. This was necessary to repair the very deteriorated roofing and siding. At the same time a rotten eight foot section of wall under the northwest generator louver, was replaced and reinsulated prior to residing.

James Charette, Superintendent, Millinocket WWTF

Fire 11/22/2021

Monitoring crew and making sure that everyone is trying to keep safe and mentally conditioning during stressful times. Conducted Fire Drills in schools. Conducted apartment LSC inspection for rental assistance. Attended meeting on Winterfest activities for February. Attended Maine Ambulance Association meeting on ambulance cost reimbursement and legislation that they are trying to bring forward for assistance. Attended Statewide Sprinkler Initiative meeting on addressing sprinkler issues across the State. Attended Highway Safety program meeting. Attended Safety Meeting. Had ambulance at Granite St School during their initial COVID vaccination clinic as a safety precaution. Conducted safety inspection with CEO for business getting ready to open, also meet with another citizen on requirements to open storefront. Continue to monitor COVID as numbers across the State continue to grow and set new records.

Chief Thomas Malcolm AEMT, FLSE, EMA Director

Public Health and Safety Officer, Millinocket Fire Department

Police Department: *Report Attached

**Additions: informs four officers are currently out, three due to covid and one resigned.

Council Comments:

Madore wishes all a happy thanksgiving, thanks *ITM Angotti for precise report, thanks public works and Donna Hakes for the placements and fixing of the decorations, thanks Bob Healey for accomplishments at the cemetery, clarifies concerns with school lunch accounts, thanks *ITM Angotti for prompt communications with PD concerning roadside parking, appreciate receipt and reports from departments.

Bragdon thanks for the report wishing all a happy thanksgiving, reads email submitted to council from Chuck Cringle referencing issues of signage overload at town hall, unreadable road signs, and issues with the current posted fragrance-free policy.

Pelletier inquires evaluation new cost, thanks *ITM Angotti for report, thanks volunteers.

McEwen thanks volunteers at cemetery and holiday decorations, appreciates throughout report, expresses happy thanksgiving.

Danforth appreciation to all volunteers and upgrades to decorations, states revenue is on track concerning Airport budget, appreciates Treasurer's report, anticipates events committee to meet intergrading into winter fest, shares concerns of Police reported data/calls in consideration of contract going forward.

Chair Golieb agrees to all been said with suggestion to address revaluation and ARPA funds at next meeting.

Public Comments: Susan D'Alessandro, Zoom, shares of concerns of GA report being low with high community needs with request more information is needed, notes PD report very throughout, letter of support in support of grant for Peer2Peer concerns substance abuse and related issues.

Chuck Pringle, 1 Colony Place, addressing email inquiry of concerns with posted fragrance-free policy asking if complaints or health wondering how long been enacted further questions ADA compliance, states town hall is not welcoming, appealing or attractive to visitors with all the postings and notifications on public display, shares concerns of unreadable road signs.

Madore informs the fragrance-free policy was enacted many years ago with concerns of multiple employee and community health related issues.

Town Clerk, Diana Lakeman, informs that notices and postings at the Municipal building are necessary for public information as some are required noting postings are addressed on a weekly sometimes daily basis.

Sandra Sullivan, 104 Sunset Drive, expresses concerns with vacancies in police department noting seems to be losing infrastructure with concerns of staffing shortage, emphasizes the priority is not a fragrance-free policy stating the need for department control and suggestion for the return of the police department.

Bragdon thanks all for sharing concerns with reasons needing to renegotiate.

*ITM Angotti informs when the Police staffing is healthy meeting is anticipated.

UNFINISHED BUSINESS: n/a

NEW BUSINESS:

ORDER #293-2021 PROVIDING FOR: Execution of the Town Warrant for November 22, 2021

IT IS ORDERED that the Town Warrant for November 22, 2021, in the amount of \$87,710.54 is hereby approved.

Motion- Danforth Second- Bragdon Vote 5-1 (Pelletier/Opposed)

Councilor Comment: Noted the larger expenses: CPRC Group, Hailey Ward-CDBG Grant work, Airport Master Plan, KAT Tv, Maine Technologies, MRC, Pelletier Manufacturing, Preble Oil, Superior Fence-Mackenzie grant, Versant Power, Sewer Treatment; Councilor Pelletier addresses concerns that the town is administrator of monies not just a pass through.

Public Comment: Susan D'Alessandro inquires with concerns with lack of broadcasting affecting public knowledge; *ITM Angotti notes payment is passthrough, informs station is going through digital upgrades to system and will be affecting channels.

Councilor Pray Joined in Person at 5:12pm having zoom interaction issues.

ORDER #294-2021 PROVIDING FOR: Execution of the Wastewater Warrant for November 22, 2021

IT IS ORDERED that the Wastewater Warrant for November 22, 2021, in the amount of \$298,689.80 is hereby approved.

Motion- Danforth Second- Madore Vote 7-0

Councilor Comment: Noted the larger expenses: Gas and Diesel, Olver Associates, Indian Jurisdiction Coalition, T Buck Construction, Twin City Sheet Metal, Versant Power.

Public Comment: none

ORDER #295-2021 PROVIDING FOR: Acceptance of Town Council Procedure Policy.

IT IS ORDERED that the Millinocket Town Council adopt the Town Council Meeting Procedure Policy proposed as amended on July 22, 2021, a copy of which is attached to this order.

Motion- Pelletier Second- Madore Vote 7-0

Council Comment: Councilor Pray submitted amendment with motion to consider separately by section:

Town Clerk handed out submitted email and amendments to consider to council and public, -Motion to amend

Section 5 through 15, Seconded by Madore, discussion on proposed amendments with concerns which require following necessary charter change procedures and amendments having no legal standing with suggestions to bring to public hearing and order, Chair Golieb informs he contacted the town attorney having suggestions to order chair pro tem for the year; Councilor Pray notes having this information supports withdrawing his motion to amend with suggestion to address current policy, Councilor Madore withdraws his second to the amendment; Councilor Pray withdraw his motion to amend; Councilor McEwen states his support and strongly recommends rotation without force for a very educational position furthering learned knowledge beyond municipal government; Councilor Pelletier states his support for policy as written noting opportunity to change anytime having concerns of some proposed changes in comparison to Robert's Rules informing council should address all areas before amending; Councilor Madore offers concerns with multi-situational and those interested in chair duties, addresses position of chair based is desired basis not supporting mandate to rotate with consideration if interest to serve more than once noting chair is a great experience; Chair Golieb agrees wo previous councilor statements noting not in favor to force seat on policy by mandating rotation on policy.

Public Comment: none

ORDER #296-2021 PROVIDING FOR: Re-Appointment to the Recreation Advisory Committee.

IT IS ORDERED that Warren Steward is re-appointed to the Recreation Advisory Committee for a three-year term to expire November 2024.

Motion- Bragdon Second- Madore Vote 7-0

Council Comment: none

Public Comment: none

ORDER #297-2021 PROVIDING FOR: Appointment to the Recreation Advisory Committee.

IT IS ORDERED that Sam Hiscoe is appointed to the Recreation Advisory Committee for a three-year term to expire November 2024.

Note: This appointment will fulfill the boards vacant alternate seat.

Motion- Madore Second- Danforth Vote 7-0

Council comment: Chair expresses appreciation to all those who volunteer to serve.

Public Comment: none

ORDER #298-2021 PROVIDING FOR: Approval of an Application for an Entertainment License for The Blue Ox Saloon.

IT IS ORDERED that the attached application for an Entertainment License is hereby approved for:

Thomas St. John, 61 Penobscot Ave, Millinocket

d/b/a

The Blue Ox Saloon, 61 Penobscot Ave., Millinocket

Motion- McEwen Second- Madore Vote 7-0

Council comment: none

Public Comment: none

ORDER #299-2021 PROVIDING FOR: Approval of an Application for a Malt, Vinous and Spirituous Liquor License for The Blue Ox Saloon.

IT IS ORDERED that the attached application for a malt, vinous and spirituous liquor license is hereby approved for:

Thomas St. John, 61 Penobscot Ave, Millinocket

d/b/a

The Blue Ox Saloon, 61 Penobscot Ave., Millinocket

Motion- Danforth Second- Madore Vote 7-0

Council comment: none

Public Comment: none

ORDER #300-2021 PROVIDING FOR: Appointments to Millinocket Town Committees
IT IS ORDERED that the Millinocket Town Council appoint and/or extend the appointments of committee members as described in the attached document. **Council Chair Boards and Committees**

OUR KATAHDIN EXEC

***Chairman Steve Golieb** – Remove, Councilor Jane Danforth, Town Manager, Mike Osborne- Our Katahdin, Steve Sanders- Our Katahdin, Councilor Michael A. Madore

ECONOMIC DEVELOPMENT COMMITTEE

Chairman Steve Golieb (Chair), Councilor Matthew Bragdon, Randy Jackson, Town Manager, Jessica Masse (Designlab)

EVENTS COMMITTEE

Councilor Matthew Bragdon (Chair), Councilor Michael A. Madore, Fire Chief Tom Malcolm, Town Manager, Kitty St. John

SUSTAINABILITY COMMITTEE

Chairman Golieb (Chair), Councilor Louis Pelletier, Councilor Jane Danforth, Town Manager, Brittany Grutter, Peter Jamieson, Gilda Stratton

AGE FRIENDLY COMMITTEE

Councilor Jane Danforth (Chair), Randy Jackson, Town Manager, Fire Chief Tom Malcolm, MML Director Robin Stevens - Thrive Penobscot, ***Councilor Louis Pelletier** - Addition

KATAHDIN REGION BROADBAND UTILITY BOARD of DIRECTORS (2 Members)

Councilor Matthew Bragdon, Richard Angotti – Public Citizen

Katahdin Region Broadband Utility Member Representative (1 Member)

Councilor Louis Pelletier

YOUTH COMMITTEE

Chairman Steve Golieb (Chair), Councilor Matthew Bragdon, Dylan Evans, Elina White, Lucien Dumais

CHARTER REVIEW COMMITTEE

Wallace Paul (Chair), Chairman Steve Golieb, Councilor Louis Pelletier, Councilor Charles Pray, Sherri Downes, Peter Jamieson, Brittany Grutter

Motion- Pray Second- McEwen Vote 7-0

Council comment: none

Public Comment: *ITM Angotti clarifies changes

ORDER #301-2021 PROVIDING FOR: Approval of Donation to Eastern Area Agency on Aging
IT IS ORDERED: That the Interim Town Manager is authorized to expend from Account 0816-3813, one thousand dollars (\$1000) to support Eastern Area Agency on Aging. This will leave an unspent budget of \$2,600.

Note: See attached letter requesting support

Motion- Pelletier Second- Pray Vote 6-1 (Pray-Opposed)

Council comment: Councilor discussion shares concerns spending donation monies when federal monies available with inquires of reimbursement concerns with majority supporting donation monies spent as budgeted items providing support for the community.

Public Comment: none

ORDER #302-2021 PROVIDING FOR: Approval of Donation to Community Health and Counseling Services

IT IS ORDERED: That the Interim Town Manager is authorized to expend from Account 0816-3813, one hundred dollars (\$100) to support the Community Health and Counseling Services. This will leave an unspent budget of \$2,500 after approval of Order #301-2021 and this Order.

Note: See attached letter requesting support

Motion- Bragdon Second- Madore Vote 5-2 (Pray/Bragdon-Opposed)

Council comment: Councilor Pray expresses concerns as limited budgeted donation monies if federal funds are available, Councilor McEwen shares his support for order as written for services provided to the

community with suggestion to provide budget line balance information with concern as written while it pertains to previous order if not approved, Councilor Madore suggests take advantage of federal funding; Council discussion express majority in support of this order as written and requested as budgeted line for donation purposes as federal funds will be an added benefit with some concern suggesting use federal funds if available saving budgeted donation line for future community needs.

Public Comment: Chuck Pringle, Zoom, agrees with Councilor Pray suggestions with support for consideration to use federal funds before using town funds.

Susan D'Alessandro, Zoom, agree with Councilor Danforth and Chair Golieb as the need for donation is the area is great and suggests addressing further needs with consideration with more monies spent in the community from APRA funds with concerns addressing police department position.

Councilor Pray clarifies his support while not being opposed to helping organizations with concerns of where the money will be drawn from with consideration utilizing the opportunity using ARPA funds while available as many needs in community while projecting town revenues remain available to support those needs with its limited budget; Councilor Pelletier informs ARPA funds are not used to reduce budget.

ORDER #303-2021 PROVIDING FOR: Approval to Increase the Airport Insurance FY22 Budget
IT IS ORDERED that the Millinocket Town Council approves an unbudgeted payment of \$907 for insurance coverage for physical damages to municipal vehicles on Airport property.

This approval will affect the following accounts:

Increase E1101-4207 Airport Operations/Airport Insurance - \$907: The FY22 Budget for this line will change from \$6,000 to \$6,907.

Increase R0101-0926 General Government/Transfer Fund Balance - \$907: The FY22 Budget for this line will change from \$110,340 to \$111,247.

Motion- Madore Second- McEwen Vote 7-0

Council comment: Council discussion address policy change with concerns of insurance policy change regarding Town liability with vehicles on airport property and concluding majority support of order as is with suggestion to investigate policy for clarification pertaining to necessary updates for coverage of airport vehicles and use on airport property.

Public Comment: Susan D'Alessandro, Zoom, inquiries for policy change clarification; *ITM Angotti clarifies equipment added to policy to be covered on the working area on the airport property.

Chuck Pringle, Zoom, favors coverage, and inquires with concern of other municipal policies.

ORDER #304-2021 PROVIDING FOR: Approval for the Purchase of a 2021 Pickup truck for the Recreation department.

IT IS ORDERED: The Interim Town Manager is authorized to expend from Recreation capital budget line E-1300-9502. \$28,143.00 for the purchase of a 2021 dodge ram ½ ton pickup with a 2021 Fisher 7'6" Plow.

Note: It was budgeted for \$30,000 and this is under that amount. See attached information and email.

Motion- McEwen Second- Bragdon Vote 7-0

Council comment: Councilor Madore expresses appreciation to Jody Nelson, Recreation Director, for being aware of the opportunity and finding a great deal to replace current truck.

Public Comment: none

ORDER #305-2021 PROVIDING FOR: Street Closures for the Millinocket Marathon and a Half.

IT IS ORDERED that the Millinocket Town Council approves the following street closures proposed as follows:

Bandstand Parking Lot closed from Friday, Dec. 3rd at 1700 Hr. until Sunday, Dec. 5th at 0700 Hr.

Summer St, Pine Street, and Spruce Street intersections to Penobscot Avenue closed on Saturday, Dec. 4th from 0700 to 1800 Hr.

Poplar St from Penobscot Avenue to Katahdin Avenue closed on Saturday, Dec. 4th from 0700 to 1800 Hr.

Motion- Danforth Second- Pray Vote 7-0

Council comment: Councilor discussion share concerns on intersection of Central Street and Penobscot Avenue with traffic and staggered runners with request police to address issue to provide runner safety, inquiries for safety regarding covid procedures; Tom Malcolm Fire Chief, informs all areas of concerns have been addressed by safety committee informing all runners require vaccinations and masks are required in all town buildings while noting safety precautions are in order through marathon committees and connections as this is not a Town of Millinocket event.

Councilor Pray offers his personal assistance to provide runner safety.

Public Comment: Susan D'Alessandro, Zoom, understanding Police are short staffed, suggests reaching out to past crossing guards to assist, shares concerns of bystanders following covid safety procedures.

Julie Archie, 473 Aroostook (zoom), informs the Red knights have been asked to assist with race pending details.

Reports and Communications:

- a. Warrant Committee for December 9, 2021, Council Meeting: Councilor Bragdon and Councilor Danforth.
- b. *Chair's Committee Reports:* Councilor Bragdon, Events Committee, intentions to meet before Christmas, will post agenda with ideas for discussion for next year events, invites the public to join. Councilor Danforth reminder Age Friendly committee's interest in collaboration for age friendly action plan.

Chair Golieb, Economic Development, request meeting soon with anticipation for discussion with current committee members with request of necessary materials for personal briefing purposes.

- c. Two Minute Public Comment: Susan D'Alessandro, Zoom, expresses audio on zoom was an issue tonight having concerns information not going out to the public with the absence of KAT Tv and Streaming issues.

Steve Golieb, stepping down from Council speaking as citizen, informs he wrote and submitted letter to school board with concerns for lack of efforts to consider for consolidations while encouraging all to join efforts expressing frustration with schools' education results and efforts to provide the best opportunity to all children.

Motion to adjourn at 6:25 p.m. –Pray, Second –McEwen Vote 5-2 (Pelletier/Pray-Opposed)

November 23, 2021

The Executive Session was brought to order at the Millinocket Memorial Library and via Zoom only at 5:00 pm by Chair Golieb.

Roll Call:

Town Council Members Present:

Golieb via Zoom	Madore
Bragdon	Pray
Pelletier via Zoom	McEwen
Danforth	

Also in attendance: Don Gerrish via Zoom, 1 Managerial Candidate, and 0 in Public.

- Entered Executive Session - @ 5:00 pm.

Order #306-2021 PROVIDING FOR: Executive Session of the Town Council

IT IS ORDERED that the Millinocket Town Council enter into executive session pursuant to Title 1 M.R.S.A. Section 405(6)(A) for discussions on Manager search.

Motion – McEwen Second – Madore Vote 7-0

Candidate exited 6:24 pm.

Motion to Adjourn @ 7:43 pm –Bragdon,

Second- Madore

Vote 7-0

November 26, 2021

The Executive Session was brought to order at the Millinocket Memorial Library and via Zoom at 4:30 pm by Chair Golieb.

Roll Call:

Town Council Members Present:

Golieb via Zoom	Madore - Absent
Bragdon	Pray - Absent
Pelletier via Zoom	McEwen - Absent
Danforth	

Also in attendance: Don Gerrish via Zoom, Peggy Daigle, and 0 in Public.

- Entered Executive Session - @ 4:36 pm.

Order #307-2021 PROVIDING FOR: Executive Session of the Town Council

IT IS ORDERED that the Millinocket Town Council enter into executive session pursuant to Title 1 M.R.S.A. Section 405(6)(A) for discussions on Manager search.

Motion – Pelletier Second – Madore Vote 4-0

Councilor Madore entered at 4:50 pm.

Motion to Adjourn @ 5:54 pm –Madore,

Second- Bragdon

Vote 5-0

December 1, 2021

The Executive Session was brought to order at the Millinocket Memorial Library and via Zoom at 5:00 pm by Chair Golieb.

Roll Call:

Town Council Members Present:

Golieb	Madore
Bragdon	Pray
Pelletier via Zoom	McEwen via Zoom
Danforth	

Also in attendance: Don Gerrish via Zoom, Dean Beaupain-Legal Counsel via Zoom, and 0 in Public.

- Entered Executive Session - @ 5:02 pm.

Order #308-2021 PROVIDING FOR: Executive Session of the Town Council

IT IS ORDERED that the Millinocket Town Council enter into executive session pursuant to Title 1 M.R.S.A. Section 405(6)(A) for discussions on Manager search.

Motion – Bragdon Second – Madore Vote 7-0

Don Gerrish left the first executive session at 5:49 pm.

Order #309-2021 Authorization to Enter into Executive Session Pursuant to Title 1 M.R.S.A § 405(6)€ Consultations with Legal Counsel for Discussion on Council's Rights and Duties.

Motion Danforth Second- Madore Vote 7-0

Motion to Adjourn @ 6:56 pm –Pelletier,

Second- Madore

Vote 7-0

December 6, 2021

The Executive Session was brought to order in the Town Manager's Office and via Zoom at 5:00 pm by Chair Golieb.

Roll Call:

Town Council Members Present:

Golieb	Madore via Zoom
Bragdon via Zoom	Pray
Pelletier via Zoom	McEwen via Zoom
Danforth	

Also in attendance: Interim Town Manager Richard Angotti, and 0 in Public.

- Entered Executive Session - @ 5:01 pm.

Order #310-2021 PROVIDING FOR: Executive Session of the Town Council

IT IS ORDERED that the Millinocket Town Council enter into executive session pursuant to Title 1 M.R.S.A. Section 405(6)(A) for discussions on Manager search.

Motion – Pray Second – Danforth Vote 7-0

Councilor Madore exited at 5:37 pm.

Motion to Adjourn @ 5:39 pm –McEwen,

Second- Danforth

Vote 6-0

TOWN OF MILLINOCKET PUBLIC HEARING
ORDINANCE #4-2021
Chapter 75, A – I, Code of the Town of Millinocket
General Assistance Ordinance Appendices Changes

The Millinocket Town Council will hold public hearings on
Ordinance #4-2021, to amend Chapter 75, General Assistance of the Code of the
Town of Millinocket by repealing Appendices A – H of the existing Ordinance
and replacing with Appendices A – I.

The hearings will be held during the Council meetings of December 9, 2021, and
December 23, 2021, in the Council Chambers located in the Municipal Building at
197 Penobscot Avenue, beginning at 4:30 PM.

Dated at Millinocket, ME

November 30, 2021


Diana M. Lakeman
Town Clerk

[For use when adopting updated appendices only without amending the body of an existing G.A ordinance]

MUNICIPALITY OF Millinocket
GENERAL ASSISTANCE ORDINANCE

Pursuant to 22 M.R.S. § 4305(1), the municipal officers of the Municipality of Millinocket, after notice and hearing, hereby amend the municipal General Assistance Ordinance by repealing and replacing appendices A through H of the existing ordinance with the attached appendices A through I, which shall be in effect from October 1, 2021 through September 30, 2022. This amendment will be filed with the Maine Department of Health & Human Services (DHHS) pursuant to 22 M.R.S. § 4305(4), and a copy of the ordinance and amended appendices shall be available for public inspection at the municipal office along with a copy of the 22 M.R.S. chapter 1161.

Signed this _____ day of _____, 20____, by the municipal officers:

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

[Please send a copy of the enactment page only to DHHS, 109 Capitol Street, SHS 11, Augusta, ME 04330-0011]

APPENDIX A

TOTAL MONTHLY ALLOWED GA MAXIMUMS

Person (s)	1	2	3	4	5
Penobscot(2021-2022)	748.00	750.00	992.00	1,243.00	1,357.00
(2019-2020)	741.00	742.00	981.00	1,229.00	1,341.00

*Please Note: Add \$75 for each additional person

**NOTE: THIS WILL REPLACE THE TABLE IN CHAPTER 75,ARTICLEVI,
SUBSECTION 75.33-(A).Page-7559.**

**APPENDIX B
FOOD MAXIMUMS**

Number in Household	Weekly Maximum	Monthly Maximum
1	58.14 (47.44)	250.00 (204.00)
2	106.74 (86.98)	459.00 (374.00)
3	153.02 (118.37)	658.00 (509.00)
4	194.19 (158.14)	835.00 (680.00)
5	230.70 (187.67)	992.00 (807.00)
6	276.74 (225.35)	1,190.00 (969.00)
7	306.05 (249.07)	1,316.00 (1,071.00)
8	349.77 (284.65)	1,504.00 (1,224.00)

Please Note: For additional persons, add \$188 per month
Please Note: Last year amounts are in parentheses

**NOTE: THIS WILL REPLACE TABLE IN CHAPTER 75, ARTICLE VI,
SUBSECTION 75.33.B.3.b, Page-7560.**

APPENDIX C
HOUSING MAXIMUMS

(Heated & Unheated Rents)

Penobscot County Bedrooms	Unheated Weekly	Monthly	Heated Weekly	Monthly
0	138.00 (137.00)	595.00 (587.00)	162.00 (160.00)	695.00 (628.00)
1	138.00 (137.00)	595.00 (587.00)	162.00 (160.00)	695.00 (688.00)
2	173.00 (171.00)	746.00 (735.00)	214.00 (211.00)	920.00 (909.00)
3	220.00 (217.00)	946.00 (932.00)	270.00 (266.00)	1,159.00 (1,145.00)
4	230.00 (227.00)	990.00 (975.00)	292.00 (288.00)	1,254.00 (1,238.00)

*Please Note: Last years amounts are in parentheses

**NOTE: THIS WILL REPLACE THE TABLE IN CHAPTER 75, ARTICLE VI,
SUBSECTION 75.33.B.4.g, Page-7567.**

APPENDIX D

UTILITIES

WITHOUT ELECTRIC HOT WATER

No. Household	Weekly	Monthly
1	\$14.00	\$60.00
2	\$15.70	\$67.50
3	\$17.45	\$75.00
4	\$19.90	\$86.00
5	\$23.10	\$99.00
6	\$25.00	\$107.00

NOTE* FOR EACH ADDITIONAL PERSON ADD \$7.50 PER MONTH.

WITH ELECTRIC HOT WATER

No. Household	Weekly	Monthly
1	\$20.65	\$89.00
2	\$23.75	\$102.00
3	\$27.70	\$119.00
4	\$32.25	\$139.00
5	\$38.75	\$167.00
6	\$41.00	\$176.00

NOTE* FOR EACH ADDITIONAL PERSON ADD \$10.00 PER MONTH.

**NOTE: THIS WILL REPLACE THE TABLE IN CHAPTER 75, ARTICLE VI,
SUBSECTION 75.33-(C). Page-7568**

APPENDIX E
HEATING FUEL

<u>MONTH</u>	<u>GALLONS</u>	<u>MONTH</u>	<u>GALLONS</u>
September	50	January	225
October	100	February	225
November	200	March	125
December	200	April	125
		May	50

APPENDIX F

PERSONAL CARE & HOUSEHOLD SUPPLIES

No. Household	Weekly	Monthly
1-2	10.50 (10.50)	45.00 (45.00)
3-4	11.60 (11.60)	50.00 (50.00)
5-6	12.80 (12.80)	55.00 (55.00)
7-8	14.00 (14.00)	60.00 (60.00)

NOTE: For each additional person add \$1.25 per week or \$5.00 per month.

BABY NEEDS

No. of Children	Weekly	Monthly
1	12.80 (12.80)	55.00 (55.00)
2	17.40 (17.40)	75.00 (75.00)
3	23.30 (23.30)	100.00 (100.00)
4	27.90 (27.90)	120.00 (120.00)

c. When an applicant can verify expenditures for the following items, a special supplement will be budgeted as necessary for households with children under six (6) (less than 5) years of age for items such as cloth or disposable diapers, laundry powder, oil, shampoo, and ointment up the following amounts:

***Please Note: Last years amount is in parentheses**

NOTE: THIS WILL REPLACE THE TABLE IN CHAPTER 75, ARTICLE VI, SUBSECTION 77.33.7.a, c, Page-7571

APPENDIX G

Mileage Rate

This municipality adopts the State of Maine travel expense reimbursement rate as set by the Office of the State Controller. The current rate for approved employment and necessary medical travel etc. is 45 cents (45¢) per mile.

Please refer to the Office of State Controller for changes to this rate: Telephone: 626-8420 or visit: <http://www.state.me.us/osc/>

Funeral Maximums

Burial Maximums

The maximum amount of general assistance granted for the purpose of burial is **\$1,475.**

The municipality's obligation to provide funds for burial purposes is limited to a reasonable calculation of the funeral director's direct costs, not to exceed the maximum amounts of assistance described in this section. Allowable burial expenses are limited to:

- removal of the body from a local residence or institution
- a secured death certificate or obituary
- embalming
- a minimum casket
- a reasonable cost for necessary transportation
- other reasonable and necessary specified direct costs, as itemized by the funeral director and approved by the municipal Administrator.

Additional costs may be allowed by the GA Administrator, where there is an actual cost, for:

- the wholesale cost of a cement liner if the cemetery by-laws require one;
- the opening and closing of the grave site; and
- a lot in the least expensive section of the cemetery. If the municipality is able to provide a cemetery lot in a municipally owned cemetery or in a cemetery under municipal control, the cost of the cemetery lot in any other cemetery will not be paid by the municipality.

Cremation Maximums

The maximum amount of assistance granted for a cremation shall be **\$1,025.**

The municipality's obligation to provide funds for cremation purposes is limited to a reasonable calculation of the funeral director's direct costs, not to exceed the maximum amounts of assistance described in this section. Allowable cremation expenses are limited to:

- removal and transportation of the body from a local residence or institution
- professional fees
- crematorium fees
- a secured death certificate or obituary
- other reasonable and necessary specified direct costs, as itemized by the funeral director and approved by the municipal administrator.

Appendix H

Effective: 10/01/21 to 09/30/22

Additional costs may be allowed by the GA Administrator where there is an actual cost, for:

- a cremation lot in the least expensive section of the cemetery
- a reasonable cost for a burial urn not to exceed \$55
- transportation costs borne by the funeral director at a reasonable rate per mile for transporting the remains to and from the cremation facility.

26 MRS § 1043 (23)

23. Misconduct. "Misconduct" means a culpable breach of the employee's duties or obligations to the employer or a pattern of irresponsible behavior, which in either case manifests a disregard for a material interest of the employer. This definition relates only to an employee's entitlement to benefits and does not preclude an employer from discharging an employee for actions that are not included in this definition of misconduct. A finding that an employee has not engaged in misconduct for purposes of this chapter may not be used as evidence that the employer lacked justification for discharge.

A. The following acts or omissions are presumed to manifest a disregard for a material interest of the employer. If a culpable breach or a pattern of irresponsible behavior is shown, these actions or omissions constitute "misconduct" as defined in this subsection. This does not preclude other acts or omissions from being considered to manifest a disregard for a material interest of the employer. The acts or omissions included in the presumption are the following:

- (1) Refusal, knowing failure or recurring neglect to perform reasonable and proper duties assigned by the employer;
- (2) Unreasonable violation of rules that are reasonably imposed and communicated and equitably enforced;
- (3) Unreasonable violation of rules that should be inferred to exist from common knowledge or from the nature of the employment;
- (4) Failure to exercise due care for punctuality or attendance after warnings;
- (5) Providing false information on material issues relating to the employee's eligibility to do the work or false information or dishonesty that may substantially jeopardize a material interest of the employer;
- (6) Intoxication while on duty or when reporting to work, or unauthorized use of alcohol or marijuana while on duty except for the use of marijuana permitted under Title 22, chapter 558-C;
- (7) Using illegal drugs or being under the influence of such drugs while on duty or when reporting to work;
- (8) Unauthorized sleeping while on duty;
- (9) Insubordination or refusal without good cause to follow reasonable and proper instructions from the employer;
- (10) Abusive or assaultive behavior while on duty, except as necessary for self-defense;
- (11) Destruction or theft of things valuable to the employer or another employee;
- (12) Substantially endangering the safety of the employee, coworkers, customers or members of the public while on duty;
- (13) Conviction of a crime in connection with the employment or a crime that reflects adversely on the employee's qualifications to perform the work; or
- (14) Absence for more than 2 work days due to incarceration for conviction of a crime.

[PL2019, c. 125, §1 (AMD).]

Appendix I

B. "Misconduct" may not be found solely on:

- (1) An isolated error in judgment or a failure to perform satisfactorily when the employee has made a good faith effort to perform the duties assigned;
- (2) Absenteeism caused by illness of the employee or an immediate family member if the employee made reasonable efforts to give notice of the absence and to comply with the employer's notification rules and policies; or
- (3) Actions taken by the employee that were necessary to protect the employee or an immediate family member from domestic violence if the employee made all reasonable efforts to preserve the employment.

[PL 2019, c. 125, §1 (AMD).]

TOWN OF MILLINOCKET

Richard Angotti, Town Manager

197 Penobscot Avenue, Millinocket, Maine 04462

Telephone 207-723-7000 Direct 207-447-4093 FAX 207-723-7002

Web Site: www.millinocket.org

to the 3-ring binder Fiber network. 230 Penobscot is starting to move forward on the renovation work. OK is working on an RFP for the work on the Admin Building as well as the pilot plant cleanup.

- Steve has corresponded with UVEC and there is an attached reply back form them in the back up material.
- I have included the previous Revaluation information is the backup to the managers report for discussion purposes. We are looking into an updated amount for a complete revaluation.
- There are also funding objectives for the ARPA funds in the backup material that we need to continue working on as to where we are going to disburse these funds.
- Steve would like to schedule a meeting with the council, Selectman and School Boards of the three towns. He would like the councils input to see if they approve of the meeting.
- Lastly we need to continue working on the ordinance for short term rentals

Respectfully Submitted, Richard Angotti, Interim Town Manager

Department Reports:

Public Works Activity Report:

Safety:

- Public Works employee out for three days due to a shoulder strain. Completed an Accident Investigation report with employees to determine cause and corrective action for prevention.

Public Works:

- There is a small sand pile by the Public Works Garage gate for the public use. Tom Malcom is working on getting pails again this year for the "Age Friendly" sand bucket delivery program for residents who are unable to come to the garage for sand.
- All winter maintenance equipment has been serviced and tested for reliability. Winter sand and salt inventory is ready.
- Shoulder work completed on the Rice Farm Road.
- All sewer work completed with manholes being raised to grade for the winter. Street overlays will be done in the spring to see if any setting has occurred.
- Replacing many signs due to fading.
- Started waste oil heater in the garage. Collected over 1200 gallons on hand.

Transfer Station:

- Brush pile has been ground up.
- MSW going into PERC Plant.

Cemetery:

- Cemetery closed as of 12-2-2021
- The Old Sections are about 90% complete repairing stones thanks goes to Bob Healey Town resident Volunteer. These sections as you come into the gate are the oldest with burials dated back in the late 1800's and early 1900's with very little family members left that can maintain the grave sites.

Respectfully submitted, Ralph Soucier, Director of Public Works

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Town Manager's Report December 9, 2021

Manager

- We have applied for a Brownfield grant for 500,000 Dollars. I would like to thank Nick Sabatine of Ransom Engineering and Sean DeWitt of Our Katahdin and Cody McEwen for their support in helping put this all together. The old saying that many hands make light work is very true.
- We had a safety meeting with Department Heads on 12-7-21 with topics on Safety Data Sheets (SDS) as well as safety inspections.
- We Had a Bike- Pedestrian meeting and discussed the possibility of changes along Central Street. There will be a public meeting to be announced in the new year on the plans and listen to the publics input. We are looking at all possibilities to improve Pedestrian safety, Bicyclist Safety and accessibility between outer Central Street and Penobscot Avenue. (Main Street)
- We have resolved the issue with the various account in the School Department that were not under the guidance of the town treasurer and the School Board has approved the plan to correct the issue. We look forward to continued support to ensure that town funds are processed through the Warrant process.
- Worked with Lori Santerre on a presentation of the General Assistance process that the Council has asked for.
- Meeting with Mobilize Katahdin Coalition. Todd Phillips gave an update on the covid issues in the Katahdin Region. There was an increase in the number of cases after the thanksgiving holiday and they expect an increase after the Marathon Weekend. Most of the cases that get hospitalized are people not vaccinated so please get vaccinated. Also, there will be another box of food giveaway at the Library on Dec. 11th.
- Maine Housing Meeting: Discussed the location of 5 potential sites where we could add housing stock in the town. There will be a public meeting for public input as soon as we can schedule one. We are in the beginning stages of development and encourage the public to get involved.
- I have asked the assessor to give us an updated estimate on a complete Re-evaluation as well as an estimate for an inhouse Re-evaluation. As soon as we get the numbers, we will get them to the council for consideration.
- Had our bi-weekly meeting with Our Katahdin. Bechtel Engineering has taken over the lease agreement talks and the water licensing for Nautilus. Things are moving forward. OK will be putting out an RFP for the removal of the demolition debris soon. First light is in negotiations with OK to build a Tower farm on the site. This would be satellite antennas that would connect

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Assessor

- Assessing Department report for December 3, 2021
- Sue and I have been doing the usual regarding answering taxpayer questions and supplying information to individuals. WE continue to collect Homestead applications from new owners and process other paperwork.
- In addition, Sue is updating the valuation stickers on the property cards, collecting and cataloging building permits, she continues to do data entry for the property tax cards.
- I continue to prepare for the 12-13-21 tax appeal Hearing with Great Lakes Hydro.

Respectfully, Lorna Thompson

Manager of Human Resources, Welfare Director, and Bookkeeper

Human Resources Director

- Personnel issues/WC/Unum/Family Medical Leave
- Assisting Town Manager and Department heads
- Office Responsibilities
- Safety Committee Monthly meeting
- Preparing for year end

General Assistance Director

- Assisted individuals to meet their unmet needs
- Submitting reimbursement
- Attended GA meeting on Winter Issues
- See Attached November GA report

Bookkeeper

- Processed payroll for Town and Wastewater employees, to include the warrants for the taxes.
- AP warrants for this week's council meeting
- Updating benefits for the new year

Lori Santerre, Human Resource Director

RECREATION DEPT.

- Getting ready for the wreath lightings at the Elementary Schools next week. We buy a wreath for the elementary schools, and we go outside and sing Christmas carols and they have a count down and light the wreath and then pass out candy canes.
- We have been doing Pee wee basketball. We have games at Granite Street and Medway middle school. We are at each game; we are responsible for the schools and the program.
- Getting ready to do Santa calling: Santa calling: We mail the parents of each child an application for them to fill out about their child and we have Santa call each one that turns in an application.

Respectfully Submitted, Jody Nelson

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Code Enforcement

- Processed permits and answered questions on permits for residents.
- We have one new Business on Penobscot Ave. The Broom, Book and Crow is located at 238 Penobscot Avenue. This is located next to the Moose Dropin.
- The Borrego Solar farm has received their funding and are moving forward.

Respectfully

Richard Angotti

Airport

Operations

- The G.A.R.D. system has recorded 5 aircraft operations this month to date
- Changed three runway edge lighting bulbs that were out. Back to 100%.
- The FAA has completed the rewiring project for the approach (VASI) lights.

Safety

- Attended department safety meeting.
- Completed monthly fire extinguisher Inspections
- Completed bi-monthly fuel farm inspection
- Working on Airport specific building safety check sheets.

Administration

- Working with Hoyle, Tanner & Associates on the Airport Master Plan
- Updated the NOTAM (Notice to Airmen) Data base for the Airport.
- Updated the National Based Aircraft Data Base. We have 19 Aircraft based at MLT
- Month end financial reporting and monthly hangar bills completed.
- The Terminal building is now closed on weekends until May 1st.

Respectfully submitted, Jeff Campbell, Airport Manager

Town Clerk/Tax Collectors Office:

Totals include November 19th through December 3, 2021, Receipt Summary report which provides by receipt type, the number of transactions and total dollars processed at the Town Office. In summary, \$828,607.72 were collected, which involved 790 transactions processed in Trio. ****Attached***

- Finalized all council meeting minutes.
- Sharon processed current Motor Vehicle weekly report, 65 vehicles were processed in the past two weeks, totaling \$17,437.05 in excise tax.
- Sharon sent the tax file for 2022-2 to CoreLogic so they can prepare to process the second half tax payments. The due date for the second half taxes is January 13th, 2022.
- Tax and Clerk November month end reports have been reconciled and submitted to all State agencies; County MV Excise totaling \$5,289.60 for Penobscot and \$813.06 for Piscataquis; IF & Wildlife totaling \$3,640.06; Animal Welfare totaling \$220.00; Vital Records totaling \$136.80.
- Processed month end Rapid Renewal reporting and submitted to Treasurer.
- Fulfilling requests of tax information as well as providing normal daily requests of motor vehicle and wastewater account balances via e-mail, fax and phone calls.

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-
- Processing daily mail, online, phone, and drop box payments.
 - Cemetery recording of deeds, cards, and mapping updates of new internments and purchases; final as the Cemetery grounds closed on December 2nd due to seasonal weather.
 - Creating Agendas, posting advertisements of public hearings, Ordinance notifications and local paper advertisements, Email correspondence, returning phone messages and inquiries of account details and totals.

Election:

- Completed final step, VPH (Voter Participation History) and submitted all required reports and certifications to Secretary of State's office on prior to their specific deadlines.

Other Items:

- **2022** Dog tags for registrations available October 15th as the current registrations expire December 31, 2021

Mandatory Late Fee: February 1, 2021

****Proof of Rabies Vaccination Certificate is Required for Registration****

- **2022** Snowmobile Registrations available.
- **2022** Transfer Site Stickers are now available: *Annual Fee: Town \$20, County Twps. \$10.00*
- **2022** IF & Wildlife Game Licenses are available as of December 1st.
- **2022** Boat Registration Stickers Available as of December 3rd.
- Roxanne and Amber continue to improve the preservation of vital records by indexing, inserting the records into acid free sheet protectors, and storing.

Respectfully, Diana M. Lakeman Town Clerk/Deputy Tax Collector, Sharon A. Cyr Tax Collector/Deputy Clerk

Treasurer

- I spent some time on a registry of deeds research for accounts affected by an upcoming wastewater lien. This process involves Verifying property ownership as well as identifying mortgage holders and interested parties that would need to be notified If a lien is placed on their property.
- I am in hopes of having the FY21 audit report for review by mid-December. There were additional information requests That I provided the auditors.
- I am working on having the Heartland Payment System used by the Millinocket School Dept's Food Services Department connected to the new Bangor Savings Account that is going to be used for school lunch deposits. I am waiting for a call from the service provider.
- T. G. Higgins sent a data stick with more ambulance account information, which I sent to AMB for review. Hopefully This contains all of the information required for them to continue servicing the outstanding bills from the Higgins system.
- TerryAnn Holden from CDBG has approved the recent paperwork submitted by Our Katahdin to satisfy the Town's grant match for the Downtown Revitalization CDBG grant.

Mary Alice Cullen, Treasurer, Town of Millinocket

TOWN OF MILLINOCKET

Richard Angotti, Town Manager

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Wastewater

Wastewater Operations Report.

The treatment facility and pump stations are all currently functioning well. As needed, routine maintenance along with required lab work is being performed on a daily basis.

- On 12/1/2021 at 9:00, the main line power to the treatment facility was disconnected by Versant Power. This was done in order to complete the power system upgrade by Versant Power and Underwood Electric Inc. The standby generator furnished power to the facility for over 30 hours. Power was restored at 15:30 hours on 12/2/2021. Between the two companies, they were able to complete the project in full at this time.

James Charette, Superintendent, Millinocket WWTF

Fire

- Monitoring crew and making sure that everyone is trying to keep safe and mentally conditioning during stressful times.
- Conducted Fire Drills in schools.
- Conducted apartment LSC inspection for rental assistance.
- Attended meeting on Winterfest activities for February.
- Attended Safety Meeting.
- Conducted final safety inspection with CEO for business to get occupancy permit.
- Worked with Marathon and did support during the Marathon.
- Have one staff member out for COVID.
- Received final contract for MacKenzie Grant and checked on Air Packs and Compressor Station they are due to be delivered by end of December.
- Checked and made sure that all crew members have winter cleats for the upcoming icy season.
- Installed studded snow tires on our two 2-wheel drive ambulances.
- Am monitoring COVID cases and hospitalizations closely in our area, due to sharp uptake recently.

FIRE AND AMBULANCE RUNS REPORT FOR NOVEMBER 2021

AMBULANCE

Local BLS: 23

Local ALS: 26

Local No Transport: 13

Out of Town BLS: 3

Out of Town ALS: 3

Out of Town No Transport: 3

Police Stage: 1

Public Assist: 10

Lost Calls BLS: 8

Lost Calls ACLS (Paramedic): 8

Lost Calls ACLS (Required Nurse): 0

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FIRE

WOODS/GRASS: (3-ILLEGAL BURN)

STRUCTURE: (1-MC CAR, 1-UNDER STAIRS-SUSPECIOUS, 1-ACCIDENTAL)

SMOKE: (1-UNFOUNDED)

ELECTRICAL: (1-POWER LINE)

Chief Thomas Malcolm AEMT, FLSE, EMA Director

Public Health and Safety Officer

Millinocket Fire Department

Police Department: *Attached

BID PROPOSAL - PROPERTY REVALUATION

Service Total Price	<u>\$ 181,500.00</u>
Revaluation of all real property	<u>\$ 175,000.00</u>
Revaluation of all personal property	<u>\$ 6,500.00</u>
Digital images/sketches	<u>\$ see addenda A</u>
Internet services during revaluation disclosure	<u>\$ see addenda B</u>
Internet services after revaluation	<u>\$ see addenda B</u>
Estimated bonding 3% of Bid	<u>\$ 5,445.00</u>

- A. All sketches performed utilizing the winsketch TRIO software as well as digital photography attached to file is included in the real and personal property bid price.
- B. Our company does not host internet data but as research we have identified 3 options for the Town dependent on what the Town requires. If you want your map files and overlays attached to assessing and collections software (provided the town has digital maps) there are two local companies, J.W. Sewall & C.A. I. Technology Solutions who do web hosting with initial set up of approximately \$2500.00 and an annual fee of \$1800.00. If you do not have digital maps it will cost up to \$15 per parcel to digitize them. In addition TRIO can host the Assessing/Collections on their own site that can be linked to the Town by a set fee negotiated with TRIO. Note: I can and will save your property cards by map as a PDF file that can be attached along with your maps and commitment book on your assessors page at no additional charge.

**Maine Assessment &
Appraisal Services, Inc.**

P.O. Box 62
Dixmont, ME 04932

May 1, 2015

Town of Millinocket
Town Assessor
197 Penobscot Avenue
Millinocket, ME 04462

RE: Contract for Municipal Equalization

The following is our contract for a Municipal Equalization Project which we will perform for your community with the end result being the just value among taxpayers.

1. We will computerize your assessment records and provide a new property record card using the TRIO C.A.M.A. system for each parcel, both taxable and exempt, within your municipality. Each card will contain all pertinent information regarding the property. I.E., owners name and address, zoning, book and page numbers of the deed as recorded at the county registry, and map and lot number of the parcel. Other information to be recorded on the property record card includes the number of acres assessed, water frontage in feet or acres, topography, waste acres and classifications, i.e., Tree Growth, Farm Land and Open Space.
2. Building schematics, grading information and a new digital photo of major structures located on the parcel will also be part of the permanent property record card using the photo and sketch functions associated with TRIO Software.
3. A physical inspection of all buildings within your municipality will be performed. If no one is at home at the time of initial inspection an exterior review will be performed and a second visit will be scheduled. If no one is home during this second visit a notice will be left asking the homeowner to call a designated number to schedule an appointment with the field crew. If no response from the property owner is forthcoming we will estimate values.
4. We will do thorough studies of property values within your community covering a three year period. From this data we will develop a land-pricing schedule for all property to be used throughout the town and we will provide sufficient instruction to the Town Assessor to enable him to continue with its use.
5. If you so desire we will hold a public informational meeting(s) to acquaint taxpayers with the equalization process. The object of these meetings is to let taxpayers know whom they will likely be seeing at their door or in their driveway, what types of information will be requested and why this data is of

importance. We will also discuss the pros and cons of the current use classifications, i.e., Tree Growth, Open Space and Farm Land as well as help them make application for these programs if they so desire.

6. For Personal Property assessment all businesses identified by the Assessor as doing business within the community will be mailed a Business Personal Property Declaration (Form 706) as approved by the Town Assessor. Included with this discovery form will be directions as well as a company contact number to assist business owners filing the return. In addition, company personnel, while conducting Real Estate site visits at commercial or industrial sites will also conduct Personal Property inspections where relevant data such as age, make, model, serial numbers and observed depreciation of on-site Personal Property can be noted. All Personal Property will be assessed according to Industry standards and indexed and depreciated by age and condition of property utilizing either TRIO's Personal Property Software or by a schedule developed for the Town with all values entered into TRIO.
7. At all times during the project we will be working closely with the taxpayer, Town Manager/Council and Assessor, Planning Board or other interested groups. If desired we will conduct workshops to acquaint elected officials with the work and how it is performed. We will also work with the Bureau of Revenue Services by supplying them with information pertaining to your State Valuation.
8. At the close of the project we should have a good indication of what the proposed mil rate will be. This will allow the inclusion of notices, as approved by the Assessor, to be sent by the company of value to the taxpayer and estimated amount of the property tax for each property for the tax year. This format generally allows for a very clear understanding by the property owner of what his or her tax obligation is. Hearings will be held and key personnel from the company will be available to address concerns of individual property owners regarding their assessed values. After all concerns are heard, reviewed and owners notified of any value changes the assessment will be turned over to the Town for commitment.
9. Maine Assessment & Appraisal Services, Inc. will defend any disputed value, generated by the company, requiring the decision of a higher authority, which are filed within six months following the date of commitment.
10. Maine Assessment & Appraisal Services, Inc. will carry all appropriate insurances (General Liability, Workman's Compensation, Motor Vehicle) on employees and agrees to hold the Town of Millinocket harmless for any work related injuries or accidents.
11. Maine Assessment & Appraisal Services, Inc. will require a full set of Municipal Tax Maps, current valuation book, access to sales data and current assessment records.

May 1, 2015

The Services described in this contract to be performed by Maine Assessment & Appraisal Services, Inc. will be completed as of August 15, 2016 with all values assessed as of April 1, 2016. As liquidated damages Maine Assessment & Appraisal Services, Inc. agrees to pay \$500.00, (five hundred dollars) per day to the Town of Millinocket for each day its contract is not substantially complete after August 15, 2016 if such delay is the result of Maine Assessment & Appraisal Services, Inc., failure to perform and not the result of some other cause.

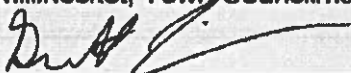
Our Bid for the above described services is \$181,500.00 (One hundred eighty one thousand five hundred dollars) based on a \$70.00 per parcel estimate for 2500 residential, commercial, industrial and undeveloped real estate parcels and \$20 per account estimate for 325 personal property accounts. Not included in the above estimate is the "actual" cost of any performance bonds required by the Town which will be in addition to the above Bid Price. It is estimated by Cross Insurance Company to be 3% of bid price (\$5,445.00). Any additional real estate parcels or personal property accounts will be revalued at the same per \$70 per parcel and \$20 per account rates.

The Contract Payment Schedule with a September 01, 2016 start date as follows:

Within 10, (ten), days of signing the contract or September 1, 2015 \$15,125.00			
October 1, 2015	\$15,125.00	March 1, 2016	\$15,125.00
November 1, 2015	\$15,125.00	April 1, 2016	\$15,125.00
December 1, 2015	\$15,125.00	May 1, 2016	\$15,125.00
January 1, 2016	\$15,125.00	June 1, 2015	\$15,125.00
February 1, 2016	\$15,125.00	July 1, 2015	\$15,125.00

Balance of \$15,125.00 due 14 (fourteen), days from commitment of 2016 assessed values.

Date: _____
Millinocket, Town Councilman



Date: May 1, 2015
Garnett Robinson, Maine Assessment &
Appraisal Services, Inc.

Estimate cost for revaluation by a private company:

-In 2015 the town asked for a price quote to do a town-wide revaluation and received one quote from Maine Assessment and Appraisal in the amount of \$181,500 for our approximately 2500 accounts.

-Cost to do a traditional revaluation would probably exceed \$240,000. In 2019 the typical bid price was around \$85-95 per parcel or about \$212,500 to \$237,500 (Demand has increased for reval services so prices may have also increased would expect that it would be three years out before the project would be completed.)

Estimate cost for revaluation in-house:

Cost of Intern:

-We calculated at 8 hours per day at \$20 per hour = \$16,000 for just the street review portion of the project.

-Street reviews, property card updates and data entry: If they could do 25 properties per day (includes field work/ listing) They should be able to do more as they gain experience. It is really hard to pinpoint the amount of time because it will depend on the abilities of the person and the weather. An experienced listed could take about 190-200 days to complete this portion of the job.

-Data Review: I will need to review each account for consistency. I am not sure how to estimate this since I don't know how many changes will be found.

-Estimated cost for me to calculate and update real estate cost schedules: \$5000

-Cost to finish digital tax map updates: \$1500

-Estimated cost to finish GIS project \$5000

Real Estate & Personal Property Audit Summary

Totally Exempt:

Real Estate					
Count	170				
Land	2,153,000				
Building	25,246,900				
Exemption	27,399,900	Homestead	Value	Count	
			1,250,700	74	
Personal Property					
Count	1				
Valuation	4,300				
Exemption	4,300				
Total Count	171				

Billable:

Real Estate					
No Valuation	30				
Count	2,281				
Land	44,144,900				
Building	117,065,500				
Exemption	31,247,000	Homestead	Value	Count	
			29,925,000	1,197	
Personal Property					
No Valuation	34				
Count	147				
Valuation	48,819,960				
Exemption	0				
Total Billable	178,783,360				

Tax Rate Valuation:

Count	2,428
Real Estate Billable	129,963,400
Personal Property Billable	48,819,960
Homestead	31,175,700
Homestead x 0.7	21,822,990
Total Valuation	200,606,350

Funding Objectives and Eligible Uses

The American Rescue Plan Act has four funding objectives:

1. Support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control.
2. Replace lost revenue for eligible state, local, territorial, and Tribal governments to strengthen support for vital public services and help retain jobs.
3. Support immediate economic stabilization for households and businesses.
4. Address systemic public health and economic challenges that have contributed to the unequal impact of the pandemic.

To meet the above funding objectives, the US Treasury created eligible expenditure categories:

- Public Health (EC 1)
- Negative Economic Impacts (EC 2)
- Services to Disproportionately Impacted Communities (EC 3)
- Premium Pay (EC 4)
- Water, sewer, and broadband infrastructure (EC 5)
- Revenue Replacement (EC 6)
 - [Lost Revenue Calculator](#)
- Administrative and other (EC 7)

American Rescue Plan - Eligible Uses by Expenditure Category

This resource area is for informational purposes. It is not meant, nor should it be relied upon, as legal advice in any particular situation. The information herein is not a substitute for consultation with legal counsel or other specific guidance on the subject. The documents, media reports and statutes are only current as of the dates of publication.

1. Expenditure Category: Public Health

- 1.1 COVID-19 Vaccination
- 1.2 COVID-19 Testing
- 1.3 COVID-19 Contact Tracing
- 1.4 Prevention in Congregate Settings
- 1.5 Personal Protective Equipment
- 1.6 Medical Expenses (including Alternative Care Facilities)
- 1.7 Capital Investments or Physical Plant Changes to Public Facilities that respond to the COVID-19 public health emergency
- 1.8 Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)
- 1.9 Payroll Costs for Public Health, Safety, and Other Public Sector Staff Responding to COVID-19
- 1.10 Mental Health Services
- 1.11 Substance Use Services
- 1.12 Other Public Health Services

2. Expenditure Category: Negative Economic Impacts

- 2.1 Household Assistance: Food Programs
- 2.2 Household Assistance: Rent, Mortgage, and Utility Aid
- 2.3 Household Assistance: Cash Transfers
- 2.4 Household Assistance: Internet Access Programs
- 2.5 Household Assistance: Eviction Prevention
- 2.6 Unemployment Benefits or Cash Assistance to Unemployed Workers
- 2.7 Job Training Assistance (e.g., Sectoral job-training, Subsidized Employment, Employment Supports or Incentives)
- 2.8 Contributions to UI Trust Funds*
- 2.9 Small Business Economic Assistance
- 2.10 Aid to nonprofit organizations
- 2.11 Aid to Tourism, Travel, or Hospitality
- 2.12 Aid to Other Impacted Industries
- 2.13 Other Economic Support

2.14 Rehiring Public Sector Staff

3. Expenditure Category: Services to Disproportionately Impacted Communities

- 3.1 Education Assistance: Early Learning
- 3.2 Education Assistance: Aid to High-Poverty Districts
- 3.3 Education Assistance: Academic Services
- 3.4 Education Assistance: Social, Emotional, and Mental Health Services
- 3.5 Education Assistance: Other
- 3.6 Healthy Childhood Environments: Child Care
- 3.7 Healthy Childhood Environments: Home Visiting
- 3.8 Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System
- 3.9. Healthy Childhood Environments: Other
- 3.10 Housing Support: Affordable Housing
- 3.11 Housing Support: Services for Unhoused persons
- 3.12 Housing Support: Other Housing Assistance
- 3.13 Social Determinants of Health: Other
- 3.14 Social Determinants of Health: Community Health Workers or Benefits Navigators
- 3.15 Social Determinants of Health: Lead Remediation
- 3.16 Social Determinants of Health: Community Violence Interventions

4. Expenditure Category: Premium Pay

- 4.1 Public Sector Employees
- 4.2 Private Sector: Grants to other employers

5. Expenditure Category: Infrastructure

- 5.1 Clean Water: Centralized wastewater treatment
- 5.2 Clean Water: Centralized wastewater collection and conveyance
- 5.3 Clean Water: Decentralized wastewater
- 5.4 Clean Water: Combined sewer overflows
- 5.5 Clean Water: Other sewer infrastructure
- 5.6 Clean Water: Stormwater
- 5.7 Clean Water: Energy conservation
- 5.8 Clean Water: Water conservation
- 5.9 Clean Water: Nonpoint source
- 5.10 Drinking water: Treatment
- 5.11 Drinking water: Transmission & distribution

5.12 Drinking water: Transmission & distribution: lead remediation

5.13 Drinking water: Source

5.14 Drinking water: Storage

5.15 Drinking water: Other water infrastructure

5.16 Broadband: "Last Mile" projects

5.17 Broadband: Other projects

6. Expenditure Category: Revenue Replacement

6.1 Provision of Government Services

7. Administrative and Other

7.1 Administrative Expenses

7.2 Evaluation and data analysis

7.3 Transfers to Other Units of Government

ORDER # _____

PROVIDING FOR the Authorization to Request Land from Upper Valley Economic Corporation (UVEC)

WHEREAS, in 2017 the Katahdin Tourism Partnership (KTP) approached the Millinocket Town Council to create a park on land at the corner of Central Street and Penobscot Avenue in Millinocket, referred to as Heritage Plaza, and,

WHEREAS, KTP board and MDOT representative Fred Michaud presented to the Millinocket Town Council the plans for the property, in which it was stated the Town of Millinocket would receive the property back from UVEC once a park was constructed, and,

WHEREAS, On April 30, 2018 the land adjacent to Millinocket Town property was purchased by UVEC on behalf of KTP via a grant from the Sewall Foundation, with an internal agreement the KTP would take ownership upon KTP received its 501(c)3 designation despite previously committing to convey land to the Town of Millinocket, and,

WHEREAS, the KTP still has not received 501(c)3 designation, and,

WHEREAS, since 2017 the Town of Millinocket has requested updates from the KTP with either little to no response or change in status, and,

WHEREAS, the KTP created design plans for Heritage Plaza requiring an estimated \$1 million to construct, and,

WHEREAS, the KTP has suspended board meetings until Fall of this year due to a lack of board member participation, rendering the KTP unable to make a quorum, and therefore unable to take any action on future fundraising or 501(c)3 designation, and,

WHEREAS, the Millinocket Town Council does not see a viable pathway for Heritage Plaza to materialize given the past five years of inaction and current circumstances surrounding KTP,

IT IS NOW ORDERED the Town Manager send a letter to the KTP board and UVEC leadership requesting that the land referred to as Heritage Plaza be conveyed to the Town of Millinocket for the purpose of completing said park.

Hi Steve and all the MHP group .

Sorry for the delay in communication.

I attended the last two UVEC meetings and they did discuss the letter. They decided to give the KTP a little more time as they understood that the IRS was behind on the 501C3 process.

I am pleased to inform you all that the KTP has received their 501C3 non profit status. We are in the midst of transitioning from UVEC as our fiscal sponsor and using Jeff Packard for administration but have also confirmed UVEC will remain an important partner in all future endeavors. We have appreciated all that Jeff has done for the KTP and his assistance he continues to give in this transition time.

We on the KTP value all our partnerships as we move through this transitioning period and we will add the town of Millinocket's request to our agenda for serious discussion. I am sure we will be reaching out for you Steve and other council members as well for more information.

I am very excited for this new phase we are calling KTP 2.0. We want to thank everyone who has given their input on the Millinocket Heritage Plaza project and assure you that this project and all your ideas will be a priority as we discuss our path forward.

As an update , our current board consists of Christine Theriault Co-Chair, Susan Adams Co-Chair, Peter Ellis, Eldon Doody and Terry Hill .

Our MDOT advisor for landscape architecture and design is Larry Johannesman , Theirry Bonneyville website maintenance and design and our consultant and temporary administrative assistant is Eric Goodwin.

Our next step is to onboard several new board members and begin the work as a new 501C3.

Thank you for your patience and we are looking forward to strengthening are regional partnerships and continuing to engage within the region.

All future KTP correspondence should be addressed to one of the board members listed above or to ERic Goodwin who will share all correspondence until we get our new KTP email account set up.

Sincerely
Susan Adams

207-852-1291

Lunksoos@gmail.com



**Northern Border
Regional Commission**

**Grant Agreement
Between
Northern Border Regional Commission (NBRC)
And
Town of Millinocket, Maine**

August 4, 2021

NBRC Grant Agreement Number: NBRC21GME09
Project Title: Millinocket Municipal Airport

Grantee/Recipient: Town of Millinocket Richard Angotti, Interim Town Manager 197 Penobscot Avenue Millinocket ME 04462 207-447-4093 manager@millinocket.org www.millinocket.org	Grantor: Northern Border Regional Commission Contact: Andrea K. Smith, Program Director 53 Pleasant Street, Suite 1501, Concord, NH 03301 603-369-3001 admin@nbrc.gov www.nbrc.gov
Co- Recipient: N/A	
Contact: N/A	
State Contact: Charlotte Mace, Director of Business Development, DECD	207-624-7448 charlotte.mace@maine.gov

Grantee's Employer Identification Number (EIN):	01-600027
Grantee's DUNS Number:	051578318
Date of Award:	August 4, 2021
Date of Amendments	
Total Project Amount:	\$ 254,299.00
Amount of Federal NBRC Funds Awarded:	\$ 203,439.00
Total Other Funds/Match:	\$ 50,860.00
Payment Rate:	80%
CFDA Number and Name:	#90.601 /Economic and Infrastructure Development Grant Program
Project Description:	Architectural/engineering design for a new terminal for the municipal airport.
Approved Indirect Cost Rate:	N/A
Period of Performance:	October 1, 2021 – September 30, 2024
Project Scope:	As provided in the 2021 Economic Infrastructure Development application submitted on or before May 14, 2021.

Grant Provisions

- I. **STATEMENT OF PURPOSE**—This agreement incorporates by reference the recipient's proposal properly submitted in accordance with NBRC procedures on or before May 14, 2021. The agreement implements a grant/investment made under authorities of Northern Border Regional Commission to provide funding to the Grantee/Recipient and/or the Co-Recipient. Any other recipient of funding shall be funded through an award of a contract or subgrant. The scope of work included within the recipient's proposal constitutes the Grant Agreement purpose. To the extent that this agreement conflicts with the incorporate proposal, the agreement shall govern.
- II. **ORDER OF PRECEDENCE**—This grant agreement is subject to multiple sources of federal policy. Any conflict between or among these sources shall be resolved using the following order of precedence:
 - a. Federal statutes, including 40 USC Subtitle 5;
 - b. Federal regulations including but not limited to 2 CFR Parts 25, 170, 180, 182, 183, and 200 in effect at the time the Grant Agreement is signed;
 - c. NBRC Bylaws
 - d. This Agreement, and
 - e. The most recent NBRC Compliance Manual.

For ease of adoption and clarity, this agreement contains references to specific regulatory provisions that the recipient is required to follow. By signing this agreement, the recipient acknowledges that it has received either paper copies or electronic links to the provisions cited.

- III. **FEDERAL AGENCY RESPONSIBILITIES**—NBRC has overall responsibility for agency awarded funds including providing oversight for programmatic, financial, and administrative performance. The Federal Co-Chair is responsible for all actions on behalf of NBRC including entering, modifying, suspending, or terminating this Grant Agreement. NBRC may enforce the terms and conditions of this Grant Agreement utilizing procedures identified in 2 CFR 200.208, 2 CFR 200.339, 2 CFR 200.520, and 2 CFR 180.
- IV. **RECIPIENT RESPONSIBILITIES**—The recipient has full responsibility for the ongoing management of the project or activity supported under the Grant Agreement and for adherence to the federal requirements and Grant Agreement terms documented in this Grant Agreement. Although the recipient is encouraged to seek the advice of NBRC staff concerning the Grant Agreement, that does not diminish the recipient's responsibility for making prudent and sound judgments

under the circumstances prevailing at the time that a decision is made nor does seeking advice shift responsibility for operating decisions to NBRC.

- V. NOTICES—All official notices concerning this Grant Agreement are to be delivered to the designated contact personnel whose names appear on the cover sheet of the Grant Agreement at the address designated. Such notices may be delivered in person, by United States Postal Service, by private deliver service, or electronic mail.
- VI. LIABILITY—Nothing contained in this agreement permits the recipient to assert that it is a part of the United States Government or that the United States Government is liable for any of its actions. The recipient shall hold and save the Government, its officers, agents, and employees harmless from any liability of any nature or kind, including costs and expenses, for or on account of any and all suits for damage sustained by any person or persons or property by virtue of performance of this Grant Agreement.
- VII. SEVERABILITY—If any portion of this agreement is determined to be invalid, the remainder of the agreement remains in effect.
- VIII. TERMINATION—Any dispute arising under this agreement shall initially be addressed through good faith negotiation between the parties. However, this agreement may be terminated under terms outlined in 2 CFR 200.340.
- IX. STATEMENT OF ASSURANCES (SF 424B—Non-construction; SF 424D—Construction)—As part of the grant application process, the recipient executed a Statement of Assurances which contains a listing of numerous federal laws, executive orders, and regulations which may apply by their terms to this Grant Agreement.
- X. SUSPENSION AND DEBARMENT (2 CFR 180)—The recipient certifies, in accordance with 2 CFR 180.335, that neither it nor any of its principals is suspended or debarred from doing business with the Federal Government because of conditions covered under 2 CFR 180.
- XI. DRUG-FREE WORKPLACE (2 CFR 182)- Recipient must comply with the drug-free workplace regulations.
- XII. HATCH ACT (5 CFR 900)—The Hatch Act restricts the political activity of executive branch employees of the Federal Government and state or local officers or employees whose principal employment is in connection with an activity that is financed in whole or in part by loans or grants made by the United States or a Federal agency.
- XIII. STEVENS AMENDMENT (P.L. 101-166, Section 511). When issuing statements, press releases, requests for proposals, bid solicitations and other documents

describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

- XIV. **USE OF FEDERAL AGENCY AGREEMENT NUMBER** - The assigned NBRC Grant Agreement Number as listed for this Grant Agreement. **This Grant Agreement Number must appear on all correspondence and financial claims and other official communication.**
- XV. **OBLIGATION OF FEDERAL FUNDS**—The total amount of federal funds obligated under this Grant Agreement is listed on page 2 of this Agreement as: “Amount of Federal NBRC Funds Awarded”. No claims above this amount will be honored by NBRC.

The following items are required to be completed and filed with NBRC for the federal funds to be obligated for this project:

- i. A signed copy of this Grant Agreement
- ii. Completed SF3881 - Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Form.
- iii. Executed Compliance Manual Acknowledgement of Receipt Form

These documents should be attached as separate files to an e-mail and sent to admin@nbrc.gov. The Grant Agreement number must be in the subject line of the email.

- XVI. **NOTICE TO PROCEED**—**No work may begin on this project until an official Notice-to-Proceed issued by NBRC. Further, no documented non-federal matching or invoices generated by the recipient will be considered valid charges until the Notice-to-Proceed is issued by NBRC.**

The following items must be completed and submitted to NBRC prior to issuance of a Notice-to-Proceed:

- a. Completed Standard Form 3881 (Automated Clearinghouse (ACH) Vendor/Miscellaneous Payment Enrollment Form)
- b. Fully Executed NBRC Grant Agreement
- c. Executed NBRC Grant Administration and Compliance Manual Acknowledgment of Receipt Form
- d. Documentation of non-NBRC matching funds form (NBRC Form 1002) listing the total amount of funding and each funding source, together with letters of commitment for each funding source

- e. Signed contract with LDD for grant administration services or documentation of approved LDD waiver from NBRC. (This requirement is not applicable to an agency of State Government)
- f. All NEPA required documentation
- g. Executed SF428 Tangible Personal Property report on equipment being purchased with NBRC funds (if applicable)
- h. Executed SF429-A Real Property Report form for property being acquired and/or improved with NBRC funds (if applicable)
- i. Notice of Federal Interest (NFI) on property being acquired and/or improved with NBRC funds. (if applicable)

These documents should be attached as separate files to an e-mail and sent to admin@nbrc.gov. If the required documents have previously been provided to NBRC, they do not need to be resubmitted. NBRC must have all these documents in our files before a Notice to Proceed will be issued. The Grant Agreement number must be in the subject line of the email.

XVII. PAYMENT PROCEDURES— In order to receive payments, the recipient must electronically submit a Standard Form 270 (Request for Advance or Reimbursement) to NBRC for the applicable period, to the email address: admin@nbrc.gov. NBRC does not process requests for advancement. Requests for reimbursement will be reviewed and process the request and will make payments based on the methods permitted under 2 CFR 200.305.

XVIII. DISCLOSURES—In accordance with 2 CFR 200.113, the recipient will immediately disclose to NBRC any violations of federal criminal statutes (18 USC) involving fraud, bribery or gratuity violations.

XIX. REPORTING

- a. QUARTERLY PERFORMANCE REPORTING—The recipient is required to provide quarterly progress reports. **Reports are due from October 1st of the award year through to the closeout of the project.** Reports must be submitted along the following schedule, using the Performance Progress Report (SF-PPR) form.

Reporting Period: (Quarter 1) October 1 - December 31	-Report Due January 31
Reporting Period: (Quarter 2) January 1 - March 31	- Report Due April 30
Reporting Period: (Quarter 3) April 1 - June 30	- Report Due July 30
Reporting Period: (Quarter 4) July 1 - September 30	- Report Due October 30

These are not an optional task for grantees. Progress reports are required even if no activity has taken place during the quarterly period. A final performance report covering the entire project must be submitted no later than 90 days after the end of the performance period. No payment requests will be processed until the progress reports are current.

Reports must be sent to admin@nbrc.gov with the Grant Agreement number in the subject line of the email.

- b. **FINANCIAL REPORTS**—In accordance with 2 CFR 200.328, a completed Federal Financial Report (Standard Form 425) is required within 30 days after the end of the federal fiscal year (i.e., by October 30). In addition, a final Standard Form 425 must be submitted within 90 days after the performance period ends. **No payment requests will be processed unless financial reports are up to date.**

Reports must be sent to admin@nbrc.gov with the Grant Agreement number in the subject line of the email.

- c. **CLOSEOUT REPORTING** —Five percent (5%) of the NBRC award will be held until all Project Close Out documents are received by NBRC.
- d. **PERFORMANCE MEASURES**—The recipient agrees to report on program performance measures and outcomes as part of its final progress report, and three years after the final progress report using the Government Performance and Results Act (GPRA) information collection document. The measures and outcomes that apply to this Grant Agreement are:

As provided under the Economic Impact and Outcomes of the Project sections contained in the 2021 SEID application submitted on or before May 14, 2021.

- e. **OTHER REPORTING**—The recipient will submit the following additional reports at the end of the project:
 - i. 5-10 photos describing the project results must be submitted with the final progress report.
 - ii. An inventory of any equipment purchased as part of the project must be submitted with the final progress report. Equipment is defined as an item of tangible personal property having a useful life of more than one year and a unit cost of more than \$5,000. A depreciation schedule may be used for determination of fair market value.
 - iii. Standard Form 429A concerning any real property purchased as well as any recorded deed restrictions associated with the property must be submitted with the final progress report. Any leases of real estate developed as part of the project must also be submitted at that time.

- XX. **APPROVED BUDGET**—The total budget for this project is established as provided in the 2021 Economic and Infrastructure Development application and supporting documentation contained in the SF424cbw Budget Form and Budget Narrative submitted on or before May 14, 2021.

- XXI. PROGRAMMATIC AND BUDGETARY CHANGES—Under 2 CFR 200.308(f), NBRC exercises its option to restrict cumulative transfers among direct cost categories or programs, functions, or activities to ten (10) percent of the total budget as last approved whenever it has designated the recipient as subject to special conditions pursuant to 2 CFR 200.208.
- XXII. NON-NBRC SHARE—Prior to issuance of a Notice-to-Proceed and any disbursement of grant payment, the recipient must identify the total project costs including any required matching share. Failure to satisfy any requirement for non-NBRC match by the conclusion of the project may lead to disallowance of federal funds already drawn and spent.
- XXIII. PROGRAM INCOME—If program income is earned as a result of expenditures under this Grant Agreement, it must be spent on allowable eligible costs of the project and must be disbursed prior to draw down of additional federal funds. Under this Grant Agreement, program income will be applied under the deductive alternative described in 2 CFR 200.307.
- XXIV. SUBAWARDS—Subawards of federal financial assistance are awards to lower tier organizations that assist them in carrying out a public program. Pursuant to 2 CFR 200.308(c), NBRC approval is required for the recipient to subaward a portion of the funds under this Grant Agreement. Prior to making the subaward, the recipient must, using the criteria identified in 2 CFR 200.331, make a case-by-case determination that the nature of activity being carried out constitutes a subaward (as opposed to a contract) and that the entity to which the subaward is to be made is an eligible entity under the NBRC authorizing legislation (i.e., a state or local government, Indian tribe, or public or private organization described in Section 501(c) of the Internal Revenue Code of 1986 and exempt from taxation under Section 501(a) of that code). The recipient must prepare a subaward agreement to govern the programmatic and administrative activities of the subrecipient. The subaward agreement must contain the data elements identified in 2 CFR 200.332(a) and incorporate applicable provisions of this agreement including those identified in the applicable Statement of Assurances (SF 424B or SF 424D). The recipient shall carry out mandatory oversight and enforcement actions as outlined in 2 CFR 200.332(d) and (f) and may carry out discretionary oversight actions as outlined in 2 CFR 200.332(e). **If your project includes a subaward component, please contact NBRC staff prior to making such awards.**
- XXV. PROCUREMENT—Procurement of goods and services will be carried out following the recipient's own procurement procedures provided they meet the minimum standards established in 2 CFR 200.317-327 and Appendix II of 2 CFR 200. Methods of procurement must conform to procedures identified in the recipient's own procurement procedures and those identified in 2 CFR 200.320. The recipient must take all affirmative steps identified in 2 CFR 200.321 to assure that small and minority businesses, women's business enterprises, and

labor surplus area firms are solicited and utilized when possible. The recipient must develop and maintain a code of conduct for officers, employees, and agents which prohibits financial and familial conflict of interest and curtails solicitation or acceptance of gratuities in accordance with 2 CFR 200.318(c).

- a. This agreement requires that all services necessary for design and engineering phases of the project be discharged by qualified personnel. Contracts for architect and engineering services shall be arranged using the competitive procedures identified in 2 CFR 200.320(b)(2)(iv) under which price may not be used as a selection factor. Also, the recipient may not enter into a cost-plus percentage of cost or a cost plus a percentage of construction cost contract.
- b. In accordance with 2 CFR 200.318(b), the recipient will exercise oversight to assure that contractors perform in accordance with the delivery requirements of the contract and that they comply with all terms and conditions. The recipient shall enter into a sound and complete agreement with any contractor which is enforceable in the jurisdiction where the contract is to be performed and which contains the applicable clauses of 2 CFR 200, Appendix II.
- c. In accordance with the policy of the United States Government, consistent with applicable law, use, terms and conditions of Federal financial assistance awards and federal procurements, recipients must maximize the use of goods, products, and materials produced in, and services offered, in the United States. Whenever possible, the recipient shall procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive. See the January 25, 2021 Executive Order on Ensuring the Future is Made in All of America by All of America's Workers for more information.

XXVI. PROPERTY TITLE, USE AND DISPOSITION—Title to real property, equipment, and supplies acquired by the recipient using funds from this agreement vests with the recipient. These assets shall be used for their original purposes if they are needed. The following policies apply to the different classes of property identified:

- a. REAL PROPERTY—Real property shall be used for its original purpose as long as it is needed. If no longer needed for its original purpose, the recipient must obtain disposition instructions from NBRC. Options available under 2 CFR 200.311(c) are retention, sale, or transfer to a third party. In each case, a settlement of residual financial interests will be made. If real property is retained by the recipient, it shall be treated as being encumbered for a period of 20 years. If the recipient is not a state or local government, such encumbrance will be recorded as a deed restriction and a copy of the restriction must be provided to NBRC no later than the end of the performance period. The recipient must also prepare a Standard Form 429A

with respect to each piece of real property acquired and submit a copy of NBRC in accordance with the reporting requirements of this agreement.

- b. **EQUIPMENT**—Equipment as defined in 2 CFR 200.1 is an item of tangible property having a useful life of more than one year and a unit acquisition cost of \$5,000 or more. Equipment may be used for its original purpose as long as it is needed and may be used on other activities of the recipient provided activities under this Grant Agreement receive first priority. However, such equipment is not to be used in a manner that competes unfairly with private commercial firms. An inventory of equipment purchased under the Grant Agreement will be submitted to NBRC at close-out. Items of equipment with a unit fair market value of \$5,000 or less may be retained without compensation to the federal government. Other items of equipment will be subject to disposition instructions as provided in 2 CFR 200.313(e) and include retention, sale, or transfer to a third party. In each case, a financial settlement of residual financial interests will be made.
- c. **SUPPLIES**—Supplies acquired under this Grant Agreement shall be used only for purposes allowed under the Grant Agreement. If a residual inventory of unused supplies remains at the end of the Grant Agreement that has a fair market value of more than \$5,000 in the aggregate and the supplies are not needed for any other federally financed program, the recipient shall repay NBRC for its share of the fair market value.

XXVII. **EMPLOYMENT**—The recipient shall use its regular recruitment, hiring, and employment practices consistent with federal, state, and local law including but not limited to various non-discrimination policies which apply because of the status as a federal assistance recipient or as an employer. However, the recipient agrees that it will not employ, offer any office or employment to, or retain for professional services any person who (1) on the date that NBRC executed this Grant Agreement or within a one period ending on that date served as an officer, attorney, agent, or employee of NBRC and (2) occupied a position or engaged in activities which the Federal Co-chair determines involved discretion with respect to the Grant Agreement by NBRC.

XXVIII. **NON-RELOCATION**—By signing this agreement, the recipient attests that the NBRC funding is not intended to assist efforts by the recipient to induce the relocation or movement of existing jobs from one geographic region to another in competition for those jobs with the following exception: Financial assistance may be used as otherwise authorized by this subtitle to attract businesses to the region from outside the United States per 40 USC, Subtitle V §15501 (f.) If NBRC determines that its assistance was used for such purposes, NBRC reserves the right to pursue appropriate enforcement action including suspension of payment and possible disallowance and recovery of funds from the recipient.

- XXIX. **COST ALLOWABILITY**—Cost charges to this Grant Agreement, whether direct or indirect, will be determined in accordance with Subpart E of 2 CFR 200. These principles apply uniformly to state, local and tribal governments, institutions of higher education, and nonprofit organizations. The principles contain certain general tests of allowability that apply to all types of costs charged to the Grant Agreement and a list of selected items of cost that represent types of cost that are typically encountered by recipients and subrecipients in the course of administering a federal award or types of cost that, by their nature, the federal government refuses to allow. The detailed text of the cost principles identifies which the costs are allowable, which are not allowable, and which are allowable under certain circumstances or allowable. The proposed budget of the award was reviewed by NBRC to determine that the costs that are included therein are allowable. However, if, during the performance of this award, a cost occurs that is not included in the budget, it may still be allowable, based on the language in the cost principles. The recipient should take special care to review the listing contained in 2 CFR 200.407 which identifies costs that require prior approval, under certain circumstances.
- XXX. **RECORDS RETENTION AND ACCESS**—The recipient shall retain all financial and programmatic records that are pertinent to the Grant Agreement. The records shall be retained for at least three years following submission of the final financial and performance reports for the Grant Agreement. If any audit, claim, or litigation started before the expiration of the retention period, the recipient shall retain the records until such matters are fully resolved. If the recipient is subject to any other more rigorous retention period for the records, the records must be retained to meet that requirement. During the period of retention, the records are accessible to the Comptroller General of the United States, the federal awarding agency, an inspector general, independent auditor performing audits under the Single Audit Act and any of their duly authorized representatives for the purpose of audit, examination, and copying. The rights of access do not expire with the designated retention period but shall last as long as the records are retained. Records in the hands of the recipient are not subject to disclosure to the general public under the federal Freedom of Information Act. However, any records transmitted to NBRC are subject to that statute. Methods for collection, transmission, and storage of the records shall be consistent with instructions contained in 2 CFR 200.336.
- XXXI. **AUDIT REQUIREMENTS**—The funds made available under this agreement are considered to be a federal award within the meaning of 2 CFR 200.502. Accordingly, the expenditures that the recipient makes from this Grant Agreement count toward meeting the threshold amount of expenditures necessary to trigger an audit pursuant to the Single Audit Act and 2 CFR 200, Subpart E. Thus, if the recipient organization expends more than \$750,000 in covered federal awards during its fiscal year, it will arrange for an independent audit conducted by a qualified auditor or firm. The resulting audit report along with a completed SF-SAC and additional documents identified in 2 CFR 200.511

must be submitted to the Federal Audit Clearinghouse not later than nine (9) months after the end of the recipient's fiscal year. Information about how to accomplish single audit submissions is available at <http://harvester.census/facweb/Default.aspx>.

- XXXII. CONTINUING ACCOUNTABILITY—The recipient must assume continuing accountability for several matters that extend beyond the performance period. These include custody and maintenance of property that has been retained, records retention and access for records, and the discretionary right of the federal government to conduct audits and investigations on an as needed basis.



**Northern Border
Regional Commission**

**Grant Agreement
Between
Northern Border Regional Commission (NBRC)
And
Town of Millinocket, Maine**

August 4, 2021

**NBRC Grant Agreement Number: NBRC21GME09
Project Title: Millinocket Municipal Airport**

Recipient's Authorized Representative Name and Title (print)

Recipient's Authorized Representative (signature) *(By signing this document, you affirm that you have read this document and are prepared, and shall maintain the capacity, to carry out all the obligations that come with these Investment funds).*

Jonathan O'Rourke: _____ Date:
Program Specialist | Northern Border Regional Commission

Andrea K. Smith: _____ Date:
Program Director | Northern Border Regional Commission

Revised 20210825

GENERAL ASSISTANCE STATISTICS FOR NOVEMBER 2021

	<u>MONTHLY</u>	<u>YTD</u>	<u>NOVEMBER 2021</u>			
RENT	\$ 458.72	\$2,423.02	# OF CASES	# HOUSEHOLD	# AFDC	#APPOINT.
ELECTRICITY	-0-	-0-	2	6	0	3
LP GAS	-0-	-0-	<u>LAST MONTH</u>			
MEDICAL	-0-	-0-	# OF CASES	# HOUSEHOLD	# AFDC	#APPOINT.
HOUSEHOLD	94.14	147.81	3	3	0	4
WATER	-0-	-0-	<u>LAST YEAR</u>			
CLOTHING	-0-	-0-	# OF CASES	# HOUSEHOLD	# AFDC	# APPOINT.
FOOD	-0-	-0-	3	4	0	3
BABY	-0-	-0-	<u>WORKFARE</u>			
FUEL	-0-	-0-	# OF CASES	#HOUSEHOLD	#HOURS	
OTHER	-0-	-0-	0	0	0	
TOTALS	<u>\$552.86</u>	<u>\$2,570.83</u>				

TOTAL DOLLAR AMOUNT SPENT IN NOVEMBER 2020 WAS \$2,370.00.

TOTAL DOLLAR AMOUNT IN NOVEMBER 2021 COMPARED TO NOVEMBER 2020 SHOWS A DECREASE OF \$1,817.14.

TOTAL AMOUNT IN 2021 COMPARED TO 2020 SHOWS A DECREASE OF \$1,921.16.

RESPECTFULLY SUBMITTED,


 LORI A. SANTERRE
 WELFARE DIRECTOR

Receipt Search Report

Actual Date Between 11/19/2021 and 12/03/2021, Receipt Type Between 1 and 804

Receipt Summary

Type	Count	Amount
4 SNOWSLED REG	16	1,077.06
5 GAME LICENSES	17	645.00
7 CODE ENFORCEMENT	4	156.00
9 POLICE DEPARTMENT	1	10.00
11 TRANSFER SITE	1	4,366.82
15 AIRPORT	1	279.89
16 AIRPORT EXC/SALE TX	1	106.30
22 ADM COPIES /AUDIT	4	30.50
23 ADMINISTRATION	1	0.73
26 NOTARY FEES	6	30.00
30 REV SHARING/BETE	1	119,633.78
32 LRAP	1	45,288.00
50 MUNICIPAL BLDG	1	2,333.33
53 AMBULANCE PAYMENTS	3	364.79
55 PUBLIC WORKS ADMIN	1	400.00
62 SCHOOL REVENUE 2597	9	495,668.01
63 VIC/ENT/PED	1	25.00
67 WW & SCHOOL BANK FE	1	2,272.61
70 SCHOOL PAYROLL TAX	2	29,056.33
74 CEMETERY BILLING	5	1,225.00
90 Real Estate Payment	51	34,188.87
91 Tax Lien Payment	5	3,412.68
92 Personal Property Payment	1	635.92
94 Utility - Sewer Pay	457	49,418.09
95 Utility - Sewer Lien	4	365.24
99 Motor Vehicle	128	33,372.71
100 WASTE WATER PR TAX	3	2,912.16
101 ELECTION-REIMBURSE	2	313.90
111 TRANSFER STICKER TO	18	364.00
112 TRANSFER STICKER UN	1	10.00
800 Dog Registration	27	240.00
801 Death Certificate	5	189.00
802 Birth Certificate	6	108.00
803 Marriage Certificate	2	48.00
804 Burial Permit	3	60.00
	790	828,607.72



East Millinocket Police Department

125 Main St East Millinocket ME 04430



Staffing / Schedule / Training

- Three Officers in total ended up positive for COVID. Vacancies were filled during and we never went below two officer coverage. Officers really stepped up to cover shifts. Multiple other officers tested negative but we are still monitoring.
- Yearly mandatory training ongoing
- Ofc Stone resigned. The opening is set to be posted next week and we have interested applicants so we do not expect the position to be vacant long.

Equipment

- Cruiser MDT replacement update – no update, still waiting
- Still waiting for quotes regarding Spillman upgrade and other equipment to be purchased with drug forfeiture money

Call Notes (November 19th – December 2nd)

- 159 Calls for Service in Millinocket
- 350 Total Calls for Service
- 38 Traffic Stops
- Notable Millinocket Stats
 - o 1 Burglary
 - o 2 Disorderly
 - o 3 Family Fights
 - o 3 Thefts
 - o 1 Wanted Out
 - o 11 Welfare Checks
 - o 1 Suicide
 - o 2 Arrests / Charges Include
 - Operating After Suspension
 - Violation of Bail
 - Violation of Protection Order

Notable Items

- Officers donated over \$450 in cash and a tote filled with toys to Towing for Tots sponsored by Bouchards Towing. The money is used to purchase home heating fuel and grocery gift cards to families in need in the area. This is a great cause and we were honored to be able to help.
- We are seeing an increase in mental health related incidents to include two suicides in just a few weeks.
- House Fire – Heritage Dr – We would like to publicly thank the neighbors that assisted the home owner when she discovered her house was on fire. Without their actions and quick thinking, the damage would have been much worse. Also, the response from Chief Malcom

East Millinocket Police Department

and his crew. This incident really could have been much worse and the actions of the neighbors and the fire department saved the home in the community.

- **Marathon Weekend – Officers have been preparing for the influx of people coming for the Marathon. We have several extra officers scheduled the work during the weekend to include 6-8 guys working during Saturday's events. We look forward to helping with this great community event and don't foresee any problems.**
- **We have begun working on Policy updates and changes**



East Millinocket Police Department

ORDER #311-2021

PROVIDING FOR: Execution of the Town Warrant for December 9, 2021
IT IS ORDERED that the Town Warrant for December 9, 2021, in the amount of \$37,291.87 is hereby approved.

Passed by the Town Council_____

Attest:_____



Type	Check	Amount	Date	Wrnt	Payee
R	31908	175.00	12/09/21	164	00013 AFFILIATED HEALTHCARE MANAGEMENT
R	31909	33.50	12/09/21	164	00046 AUTOMATIC VENDING MACHINES
R	31910	1,106.35	12/09/21	164	00869 BIDDEFORD INTERNET CORPORATION
R	31911	458.72	12/09/21	164	02019 BREAKING THE CYCLE
R	31912	139.17	12/09/21	164	01883 CONSOLIDATED COMMUNICATIONS
R	31913	216.03	12/09/21	164	00157 DEAD RIVER
R	31914	790.00	12/09/21	164	01775 DESIGNLAB, LLC
R	31915	379.28	12/09/21	164	00235 GILMAN ELECTRICAL SUPPLY
R	31916	13,550.00	12/09/21	164	00120 HALEY WARD, INC
R	31917	26.23	12/09/21	164	01488 HASKELL, LORRI L
R	31918	1,080.00	12/09/21	164	01039 HOGAN TIRE, INC.
R	31919	1,933.80	12/09/21	164	01849 MAINE TECHNOLOGY GROUP LLC
R	31920	1,282.00	12/09/21	164	00451 MILLINOCKET INSURANCE AGENCY
R	31921	8,473.77	12/09/21	164	00471 MUNICIPAL REVIEW COMMITTEE, INC
R	31922	2,189.20	12/09/21	164	01680 NEW ENGLAND SALT CO. LLC
R	31923	38.00	12/09/21	164	00511 OAK GROVE SPRING WATER CO.
R	31924	178.86	12/09/21	164	01669 OFFICE DEPOT, INC
R	31925	1,286.50	12/09/21	164	01596 PREBLE OIL COMPANY
R	31926	76.00	12/09/21	164	00584 REGISTER OF DEEDS
R	31927	2,500.00	12/09/21	164	02083 RHR SMITH & COMPANY
R	31928	200.00	12/09/21	164	01576 TOWN HALL STREAMS, LLC
R	31929	30.73	12/09/21	164	00075 TRACTION
R	31930	85.00	12/09/21	164	00731 TWO DUCKS ON AN ISLAND, LLC
R	31931	77.83	12/09/21	164	00737 UNIFIRST CORPORATION
R	31932	65.23	12/09/21	164	00748 US CELLULAR
R	31933	518.30	12/09/21	164	01502 VERSANT POWER
R	31934	15.00	12/09/21	164	01660 WILSON, TERRANCE
R	31935	264.99	12/09/21	164	00792 WINTERPORT BOOT
R	31936	122.38	12/09/21	164	02073 XEROX FINANCIAL SERVICES LLC
Total		37,291.87			

Count

Checks	29
Voids	0

ORDER #312-2021

PROVIDING FOR: Execution of the Wastewater Warrant for December 9, 2021
IT IS ORDERED that the Wastewater Warrant for December 9, 2021, in the amount of \$6,702.66 is hereby approved.

Passed by the Town Council _____

Attest: _____

Millinocket
10:45 AM

A / P Check Register
Bank: KEY BANK WW A/P FD 3

WW

12/03/2021
Page 1

Type	Check	Amount	Date	Wrnt	Payee
R	9869	73.12	12/09/21	163	00869 BIDDEFORD INTERNET CORPORATION
R	9870	5,035.00	12/09/21	163	02096 CURRIE, KEVIN W
R	9871	58.58	12/09/21	163	00157 DEAD RIVER
R	9872	410.00	12/09/21	163	01849 MAINE TECHNOLOGY GROUP LLC
R	9873	95.00	12/09/21	163	00584 REGISTER OF DEEDS
R	9874	133.98	12/09/21	163	01668 STANLEY'S AUTO CENTER LLC
R	9875	517.00	12/09/21	163	00717 TREASURER, STATE OF MAINE
R	9876	254.98	12/09/21	163	01502 VERSANT POWER
R	9877	125.00	12/09/21	163	00792 WINTERPORT BOOT
Total		6,702.66			

Count

Checks	9
Voids	0

ORDER #313-2021

PROVIDING FOR: Appointment to the Planning Board.

IT IS ORDERED that Heidi Wheaton is appointed to the Planning Board for a five-year term to expire November 2026.

Note: Heidi currently sits as an alternate on the Planning Board expressing interest in the full seat that is available. If approved, this will leave tow (2) Alternate seats available as no applications are on file.

Passed by the Town Council_____

Attest:_____

Town of Millinocket
Application for Boards & Committees

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

Committee/Board: Planning Board

In order to assess the interest related to this committee, please complete this brief application.

Date: 11/30/21

Name: Heidi Wheaton Address: 177 Central St

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

Why are you seeking to become a committee representative?
To be of service to my home town

What talents/skills do you feel you would bring to this position? 40 years of experience working in the field of social services.

What do you feel is the responsibility of this board/committee?
to uphold the policies, procedures and help the betterment of our community

What municipal boards, volunteer organizations or community service groups have you worked with the past and for what length of time? I am the executive Director of a Non profit organization for women in Recovery

What have you to offer to this committee which our Town can use in this important undertaking? I grew up in this town and have the experience of living in central and southern areas for a broad base of knowledge

When are you available to meet, please specify?
Weekday Tuesday A.M. P.M. 6:00

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



ORDER #314-2021

PROVIDING FOR: Appointment to Millinocket Town Committee – Events Committee

IT IS ORDERED that the Millinocket Town Council appoint Elissa M. Bragdon to serve on the Events Committee.

PASSED BY THE COUNCIL: _____

ATTEST: _____

Town of Millinocket
Application for Boards & Committees

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

Committee/Board: Events committee

In order to assess the interest related to this committee, please complete this brief application.

Date: 12/01/2021

Name: Elissa M. Bragdon Address: 92 Lincoln st.

Telephone Numbers: Day Time: 2072799822 Evenings: _____

Why are you seeking to become a committee representative? To be more involved in
My community and bring my ideas and suggestions to events
in town!

What talents/skills do you feel you would bring to this position? My interest and
Suggestions on many events. Background in art and love for
The younger generation

What do you feel is the responsibility of this board/committee? To bring the community and visitors together on special occasions.

What municipal boards, volunteer organizations or community service groups have you worked with the past and for what length of time? Volunteer with Presque Isle
Library (through highschool), Head Start (1 year)

What have you to offer to this committee which our Town can use in this important undertaking? As stated above my ideas and knowledge and commitment
To Millinocket

When are you available to meet, please specify?
Weekday Any A.M. _____ P.M. _____

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

Diana Lakeman

From: Diana Lakeman
Sent: Wednesday, December 1, 2021 3:57 PM
To: Elissa Ervay
Cc: Steve Golieb
Subject: RE:
Attachments: Elissa Bragdon.pdf

Good afternoon, Elissa

I don't believe there will be an issue with you wanting to be on the board, however this is a chair committee appointment, and I will Cc the Chairman for his review to bring to order.
Thank you for your submission.

From: Elissa Ervay <eervay@yahoo.com>
Sent: Wednesday, December 1, 2021 3:23 PM
To: Diana Lakeman <townclerk@millinocket.org>
Subject: Fwd:

Hi Diana,

Here's my application for the events committee. I also had a little concern, do you think there will be any problems with me being in this committee with Matt being my husband?

Thank you,
Elissa Bragdon

Begin forwarded message:

From: matthew_bragdon <matthew_bragdon@yahoo.com>
Date: December 1, 2021 at 3:17:13 PM EST
To: eervay@yahoo.com

Sent from my Verizon, Samsung Galaxy smartphone

[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.]

ORDER #315-2021

PROVIDING FOR: Approval of Town Manager Employment Agreement

IT IS ORDERED AS FOLLOWS:

1-Peter Jamieson is appointed as the Town Manager of the Town of Millinocket pursuant to the terms and conditions of the Employment Agreement on file with the Town Clerk for the term January 3, 2022 to January 2, 2024; and

2-The Chairman of the Town Council is directed to execute and deliver the Employment Agreement on behalf of the Town and upon execution of the Employment Agreement by Mr. Jamieson, the Town Clerk is directed to file the original Agreement with the records in her office, provide Mr. Jamieson with an attested copy of the Agreement for his records, and provide a copy to the Human Resources Director for Mr. Jamieson's personnel file.

3- that \$5,270.00 is transferred from the undesignated fund balance to the General Government Department # 101 expense line of the budget to fund this Order.

IT IS FURTHER ORDERED THAT that the appointment of Richard Angotti as interim town manager is terminated effective January 3, 2022 at 8:00 am.

IT IS FURTHER ORDERED THAT Richard Angotti's employment with the Town continue from January 3, 2022 to February 28, 2022, as a part time employee on an as needed basis to consult with Town Manager Jamison, at his request, to assist him in becoming familiar with pending matters for which he was responsible prior to January 3, 2022. Mr. Angotti shall be compensated at his current hourly rate for any such consultations.

Passed by the Town Council _____

ATTESTED _____

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of ____, 2021, by and between the **TOWN OF MILLINOCKET**, Maine, a municipal corporation, hereinafter called "TOWN," as party of the first part, and **Peter Jamieson**, hereinafter called "MANAGER," as party of the second party, both of whom understand as follows:

WITNESSETH:

WHEREAS, TOWN desires to employ the services of said Peter Jamieson as Town Manager of the Town (hereinafter MANAGER) as provided by Article III of the Charter of the Town, Finance Director, Deputy Treasurer and as Economic Development Director, all as provided by Maine law and the Town Administrative Code; and

WHEREAS, it is the desire of the TOWN to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said MANAGER; and

WHEREAS, it is the desire of the TOWN to (1) secure and retain the services of the MANAGER, and to provide inducement for him to remain in such employment; (2) to define the benefits and working conditions of the MANAGER'S employment; and (3) to provide a just means for terminating MANAGER'S services at such time that TOWN may desire to terminate his employment; and

WHEREAS, Peter Jamieson desires to accept employment as MANAGER, Finance Director, Deputy Treasurer, and Economic Development Director of said TOWN under the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

Section 1. Powers and Duties of the Town Manager

- A. The TOWN hereby agrees to employ Peter Jamieson as MANAGER, Finance Director, Deputy Treasurer, and as Economic Development Director to perform the functions and duties specified herein and in Article III of the Town Charter, the Charter, State Statutes and/or the Administrative Code, or as the Council shall assign from time to time.
- B. As required by Article II Section C218 of the Charter, neither the Council nor any of its committees or any of its members shall dictate the appointment of any person to office, or employment by the Town Manager or in any manner to interfere with the Town Manager or

prevent him from exercising his own judgment in the appointment of officers and employees in the administrative service. Except for the purpose of inquiry, the Council and its members shall deal with the administrative service solely through the Town Manager, and neither the Council nor any member thereof shall give orders to any of the subordinates of the Town Manager.

- C. The MANAGER shall be the executive and administrative head of the Town as well as Finance Director, Deputy Treasurer and Economic Development Director and shall be responsible to the Town Council for administration of all departments.

Section 2. Term

- A. The MANAGER serves at the pleasure of the Town Council for a two (2) year term commencing on January 3, 2022 and expiring on January 2, 2024, and nothing herein shall be taken to prevent, limit, or otherwise interfere with the right of the Town Council to terminate the services of the MANAGER at any time subject only to the provisions of Section 3 of this Agreement. The Manager's starting date will be Monday January 3, 2022.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the MANAGER to resign at any time from his position with TOWN. However, in the event MANAGER voluntarily resigns as MANAGER before expiration of the term of this Agreement, the MANAGER shall give the Council Chair ninety (90) calendar days advance notice unless the parties agree otherwise. In the event the MANAGER fails to give the required notice and the parties have not agreed otherwise, accumulated sick leave per the Town Personnel Policy, if any, will be forfeited.
- C. The MANAGER agrees to remain in the exclusive employ of the TOWN while employed by the TOWN except if given permission by the Council for outside work, presentations or consulting that will not interfere with his duties of Millinocket Town Manager.

Section 3. Termination and Severance Pay

- A. The TOWN has the right to terminate the MANAGER / Finance Director / Deputy Town Treasurer / Economic Development Director prior to the expiration of this Agreement without cause. In the event of such termination, the Town shall pay to the MANAGER a severance payment equal to three (3) months' pay plus continuation of health insurance coverage for the same period of time. The number of months described above for salary and health insurance payments will be increased by one (1) month after completion of each year of service to a maximum of six (6) months. Severance pay will be in addition to all accrued vacation, sick, and other leave the MANAGER may have earned or accumulated.

The first six (6) months of service of the Manager will serve as a probationary period. During this time the Employee may be terminated by the Town with or without cause. The Manager will be paid 1 week's salary for each month served to a maximum of six (6) weeks salary if terminated without cause during the Probationary period. The Manager will have three (3) and five (5) month evaluations of his performance with the Council to assist the Council and Employee during this period.

The MANAGER waives the provisions of Article II Section C217 of the Charter, and due process and property rights under Maine and federal law, concerning removal for cause and the procedural provisions for determination of cause, including, but not limited to adoption of a preliminary resolution, MANAGER's reply to the resolution, public hearing and final resolution of removal.

In the event a majority of the Town Council desires to terminate the MANAGER pursuant to this subparagraph after expiration of the probationary period, the Chairman of the Council shall notify the MANAGER and arrange for an executive session(s) between the Council and the MANAGER to discuss the terms and conditions of his employment and the extent to which Council members are dissatisfied with his performance of his duties. The executive session(s) shall be conducted in accordance with Maine law and shall be scheduled at the convenience of the MANAGER and the Council members dissatisfied with the MANAGER's performance and all such members shall attend the executive session(s) to discuss their concerns with the MANAGER and explain the basis for their individual dissatisfaction. Following such executive session or sessions, the Council may vote to terminate this agreement.

- B. The Town Council agrees to provide at least a ninety (90) day notice to the MANAGER of its intent not to renew this Agreement at its expiration.
- C. In the event the MANAGER is terminated because of his conviction of any illegal act involving personal gain to himself, then in that event TOWN shall have no obligation to pay the aggregate severance sum designated herein.
- D. The terms of this Agreement shall remain in full force and effect and hold over on a day-to-day basis until a successor Agreement has been negotiated and entered into by the MANAGER and TOWN, or until the MANAGER'S employment has been terminated as provided herein.
- E. In the event of death of the MANAGER during the term of this contract, all accrued benefits

such as salary, vacation and other benefits accrued to date of death, consistent with the treatment of other full-time employees under the Personnel Policy shall be paid to the MANAGER'S estate.

Section 4. Salary

- A. The TOWN agrees to pay \$75,000 for his services rendered pursuant hereto as MANAGER, Finance Director, Deputy Treasurer and Economic Development Director and such compensation shall be payable in installments at the same time as other employees of the TOWN are paid. . If after a successful six (6) month evaluation the MANAGER'S salary will increase to \$80,000. The Manager's salary will be reviewed by the Council yearly from the MANAGER'S starting date for possible adjustment.

Section 5. Retirement/Deferred Compensation

- A. The MANAGER shall be eligible to participate in all retirement programs offered by the TOWN for other administrative employees, including the Maine Public Employees Retirement System and ICMA Deferred Compensation Program.
- B. Both the TOWN and MANAGER will make required contributions to the Social Security System.

Section 6. Insurance Coverages

- A. The MANAGER shall be covered by the same disability insurance coverage for the MANAGER as provided for other administrative employees.
- B. The MANAGER shall be covered by the same health and dental plans as all other employees. The TOWN and the MANAGER shall share the cost of the insurance premiums in the same manner as is in effect for department head level administrative employees.

Section 7. Automobile

- A. The MANAGER shall be reimbursed at the IRS allowable rate for out-to-town business travel (outside the greater Millinocket area) using his personal vehicle. The Manager shall not be reimbursed for commuting to and from his home in Millinocket.

Section 8. Other Benefits

- A. The MANAGER shall be entitled to twenty (20) days of vacation every twelve (12) months during the term hereof which shall accrue and may be carried over as provided in the Town's Personnel Policy.
- B. The MANAGER shall earn and accrue sick and personal leave at the rate prescribed by the Personnel Policy for other administrative employees.
- C. The MANAGER shall be entitled to those benefits provided full time Town employees in the Personnel Policy except where this contract provides or controls other or alternate benefits or compensation.
- D. The Manager will be receive a \$65 per month stipend toward his personal cell phone use and will receive a Town laptop for use if requested.

Section 9. Professional Development

- A. The TOWN agrees to budget for and to pay the professional dues, subscriptions, travel, seminars or short courses and subsistence expenses of the MANAGER for professional participation and travel, meetings and occasions adequate to continue his professional development. Said participation on TOWN time to include, the International Town and County Management Association (ICMA), and the Maine Town and Town Management Association, and such other national, regional, state groups and committees thereof which the MANAGER and the Council agree are desirable.
- B. The Manager will be required to attend as many as possible municipal training sessions that are offered by Maine Municipal Association, Maine Town and City Management Association and other entities to assist the Manager with his duties.

Section 10. Performance Evaluation

- A. The Town Council shall review and evaluate the performance of the MANAGER quarterly. The evaluation shall include a goal setting session with the Council.
- B. The Council Chairman shall provide the MANAGER with a summary written statement of the findings of the Town Council and provide an adequate opportunity for the MANAGER to discuss each evaluation with the Town Council.

Section 11. Indemnification and Bonding

- A. The TOWN shall defend, save harmless, and indemnify MANAGER against any tort,

professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as MANAGER. The TOWN will defend, compromise or settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Said indemnification shall extend beyond termination of employment, and the expiration of this Agreement, to provide full and complete protection to the MANAGER, by the TOWN, as described herein, for any acts undertaken or committed in his capacity as MANAGER, Finance Director, Deputy Treasurer and/or as Economic Development Director, regardless of whether the notice of filing of a lawsuit for such tort, claim, demand, or other legal action occurs during or following MANAGER'S employment with the TOWN. This indemnity does not include illegal or intentional acts outside of the scope of the MANAGER'S duties or outside the scope of the Town Treasurer's or Finance Directors or Economic Development Director's duties.

- B. The TOWN shall bear the full cost of any fidelity or other bonds required of the MANAGER or Deputy Treasurer under any law or ordinance.

Section 12. Residency

- A. The Town Council requires the Town Manager to be a resident of The Town of Millinocket.

Section 13. General Provisions

- A. This Agreement shall become effective as of ____, upon adoption and approval by the Town Council of the Town of Millinocket.
- B. If any provisions, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.
- C. No term or provision of this Agreement shall be deemed to have been waived by either party unless such waiver is in writing and signed by the party making the waiver.
- D. This Agreement may be amended at any time, only in writing and duly executed by both parties.
- E. The subject headings of the Sections of this Agreement are included for the purpose of convenience only and shall in no way affect the meaning, construction or interpretation of any provision of this Agreement.

F. This Agreement shall constitute the entire Agreement between the parties.

IN WITNESS THEREOF, the Town of Millinocket has caused this Agreement to be signed and executed in its behalf by the Chairman of its Town Council and duly attested by its Town Clerk, and the MANAGER has signed and executed this Agreement, both in duplicate, the day and year first written above.



Peter Jamieson

Town of Millinocket

By

Steve Golieb, its Chairman



ORDER # 316-2021

PROVIDING FOR: Approval of Temporary Part Time Employee

IT IS ORDERED that the Town Manager is authorized to hire Margaret "Peggy" Daigle as a temporary part time employee of the Town of Millinocket pursuant to the terms and conditions of the Memorandum of Understanding on file with the Town Clerk for the term January 3, 2022 to December 31, 2022; and

IT IS FURTHER ORDERED that upon execution of the Employment Agreement by the Town Manager and Ms. Daigle, the Town Clerk is directed to file the original Agreement with the records in her office, provide Ms. Daigle with an attested copy of the Agreement for her records, and provide a copy to the Human Resources Director for Ms. Daigle's personnel file.

IT IS FURTHER ORDERED that \$11,310 is transferred from the General Government Hospital Insurance Expense Account #0101-3004 to fund this Order for FY22.

Passed by the Town Council _____

ATTESTED _____

MEMORANDUM OF UNDERSTANDING
Temporary Employment Contract

This Memorandum of Understanding (the "Agreement") is made effective this _____ day of December 2021 by and between Margaret N. Daigle, whose mailing address is 43 Spring Street, East Millinocket, ME 04430 (hereinafter referred to as the "Temporary Employee") and the Town of Millinocket, Maine, a municipal corporation with an address of 197 Penobscot Avenue, Millinocket, ME 04462.

WITNESSETH

WHEREAS, the Temporary Employee brings extensive experience, credibility, and contacts to Town of Millinocket in the field of municipal management; and

WHEREAS, Town Manager of Millinocket desires to seek the services for Temporary Employee; and

WHEREAS, the Temporary Employee has agreed to provide services to the Millinocket Town Manager (the "Town"), in accordance with the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Manager Temporary Employee Fees and Services

A. The Temporary Employee hereby agrees to provide services related to municipal management issues and serve as assistant and advisor to the Millinocket Town Manager under the terms of this agreement. The Temporary Employee agrees that all services will be performed in a professional and workmanlike manner and will conform to appropriate standards of professional ethics and practices.

B. The Town of Millinocket hereby agrees to employ and compensate the Temporary Employee in connection with said services in accordance with the terms and conditions which are attached hereto and incorporated herein as Exhibit A.

0012/595 00084235.DOCX

Section 2. Indemnification. Town of Millinocket shall indemnify and hold the Temporary

Employee harmless from any and all loss, damage, cost, or expense, including attorney fees, caused by the acts or omissions of the Temporary Employee in discharging her duties within the scope of services under Exhibit A; provided, however, that Town of Millinocket shall have no obligation to indemnify the Temporary Employee to the extent that such claims arise from the gross negligence or willful misconduct of the Temporary Employee or from actions outside the scope of this Agreement.

Section 3. Term and Termination. This term of this Agreement shall be effective as of the date first above written and shall remain in full force and effect until December 31, 2022, unless earlier terminated as follows:

- A. Immediately upon the death or incapacity of Temporary Employee; or
- B. Immediately upon any event or occurrence which, in the reasonable judgment of the Town Manager for the Town of Millinocket, substantially impairs Temporary Employee's ability to perform her duties hereunder; or
- C. By either party, with or without cause at any time, on thirty (30) days prior written notice. In the event this Agreement is terminated under this Section 3(C), the Town of Millinocket shall have the right to pay the Temporary Employee pay in lieu of notice for all or any part of the thirty (30) day notice period that the Town of Millinocket does not permit the Temporary Employee to work.

Section 4. Notices. Each written notice provided for herein shall be given in writing and shall be either delivered in hand or mailed, in the case of Town of Millinocket, to its principal offices and in the case of the Temporary Employee, to her personal residence or to such other address as may be designated in writing by her. Such notice shall be considered given upon receipt, if hand delivered, or three business days after mailing, if sent by mail.

Section 5. Entire Agreement, Amendment. This Agreement together with the exhibit attached hereto constitutes the entire understanding and agreement between the parties with respect to the terms and conditions of the Temporary Employee's engagement and supersedes all prior agreements and understandings with respect thereto. This Agreement may be modified or amended only by a written modification or amendment signed by both the Temporary Employee and Millinocket Town Manager.

Section 6. Assignability; Binding Effect. Due to the nature of the services contemplated herein, the Temporary Employee shall have no right to assign her rights or obligations under this Agreement. The Town may assign this Agreement to any successor political organization that might replace the Town during the term of this Agreement.

Section 8. Governing Law; Partial Invalidity. This Agreement shall be governed by and interpreted

in accordance with the laws of the State of Maine. If any provision of this Agreement shall be declared invalid under such laws, the validity of the other provisions shall remain in effect just as if the invalid portions had been omitted.

IN WITNESS WHEREOF, the Town of Millinocket has caused this Agreement to be executed by its duly authorized officer, and the Temporary Employee has signed this Agreement as of the day and year first above written.

Margaret N. Daigle

Town of Millinocket

By: _____

Its: Town Manager

EXHIBIT A

The Temporary Employee will have the terms and conditions of employment and be compensated as follows:

1. Salary Flat rate of \$400/week paid in accordance with the Town of Millinocket's payroll schedule and all of the ordinary and customary deductions shall be made from her pay.
2. Weekly work schedule shall be flexible, up to and no more than 10 hours a week.
3. In recognition of the salary to be received by the Temporary Employee and the temporary nature of the position, the Temporary Employee hereby waives any all employee benefits to which she would otherwise be entitled under the Town of Millinocket Personnel Policy, State of Maine law and federal law and she shall NOT be eligible for employee benefits such as vacation, sick leave, personal time off, retirement benefits or health insurance. Notwithstanding the foregoing waiver and limitation of benefits, the Temporary Employee will be covered by the Town's Workmen's Compensation, Liability and Errors and Omissions policies and Social Security, FICA, and unemployment coverage to the same extent as all other municipal employees.
4. In further recognition of the temporary nature of the position and the personal services to be provided, the Temporary Employee waives the provisions of Section A128.15 of the Personnel Policy, and due process and property rights under Maine and federal law, concerning removal for cause and the procedural provisions for determination of cause, including, but not limited to any right to challenge or appeal termination of this Agreement in accordance with its terms.
5. The primary duties of the Temporary Employee are to assist and advise the Town Manager, as needed, on all aspects of municipal management including but not limited to personnel management, charter provisions, contract provisions-negotiations, budget development-management, council meeting organization, staff development-information sharing, project management and other duties as needed or requested.

6. The Temporary Employee shall work at the direction of the Town Manager and be responsible to the Town Manager only.
7. The Temporary Employee shall guide the Town Manager into various professional organizations and networking organizations that will enhance his/her knowledge, abilities and skills.
8. The Temporary Employee shall not have the power to act as the Town Manager, but only to assist through the direction and request of the Town Manager.
9. The Temporary Employee shall provide her own computer and will ensure all developed documents will be given to the Town Manager for his/her files.
10. Temporary Employee shall be available by email and phone to the Town Manager on a reasonable basis.

PROVIDING FOR: Acceptance of Airport Rescue Grant Offer

IT IS ORDERED that the Millinocket Town Council accept airport rescue grant offer, No. 3-23-0030-25-2022 funds in the amount of \$32,000 for expenditures at the Millinocket Municipal Airport pursuant to the conditions of the Airport Rescue Grant Agreement; and

IT IS FURTHER ORDERED that the actions of the Interim Town Manager in filing the application for the grant, including all understandings and assurances contained therein, are ratified and confirmed and that the Interim Town Manager is directed to act as official representative of the Town concerning the application and grant and is authorized to execute the grant agreement and to provide such additional information as may be required and to comply with all grant conditions in administration of the grant.

PASSED BY THE COUNCIL: _____

ATTEST: _____



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
New England Region
CT, ME, MA, NH, RI, & VT

FAA ANE-600
1200 District Ave.
Burlington, MA 01803

Airport Rescue Grant Transmittal Letter

November 24, 2021

Mr. Richard Angotti
Interim Town Manager
c/o Millinocket Municipal Airport
197 Penobscot Ave.
Millinocket, Maine 04462

Dear Mr. Angotti:

Please find the following electronic Airport Rescue Grant Offer, Grant No. 3-23-0030-025-2022 for Millinocket Municipal Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **December 30, 2021** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [Airport Rescue Grants Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed closeout report (a sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,

Julie Seltsam-Wilps
Julie Seltsam-Wilps (Nov 24, 2021 12:34 EST)

Julie Seltsam-Wilps

Deputy Director, Airports Division



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT RESCUE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date November 24, 2021

Airport/Planning Area Millinocket Municipal Airport

Airport Rescue Grant No. 3-23-0030-025-2022

Unique Entity Identifier 051578318

TO: Town of Millinocket, ME
(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airport Rescue Grant Application dated August 26, 2021, for a grant of Federal funds at or associated with the Millinocket Municipal Airport, which is included as part of this Airport Rescue Grant Agreement;

WHEREAS, the Sponsor has accepted the terms of FAA's Airport Rescue Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the Millinocket Municipal Airport, (herein called the "Grant" or "Airport Rescue Grant") consisting of the following:

WHEREAS, this Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ("ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

WHEREAS, the purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational expenses or debt service payments in accordance with the limitations prescribed in the Act.

Airport Rescue Grants may be used to reimburse airport operational expenses directly related to Millinocket Municipal incurred no earlier than January 20, 2020.

Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$32,000, allocated as follows:
 \$32,000 ARPA KW2022
2. **Grant Performance.** This Airport Rescue Grant Agreement is subject to the following Federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
 - c. Close out and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
2. The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor **on or before December 30, 2021**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue

Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue Grant Agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement.

14. Financial Reporting and Payment Requirements. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

15. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Airport Rescue Grant or subgrant funded by this Grant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Airport Rescue Grant.

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not –
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or
 2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either –
 - A. Associated with performance under this Airport Rescue Grant; or

- B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.

20. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
 - e. A court or grand jury;
 - f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - g. An authorized official of the Department of Justice or other law enforcement agency.
 - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this Airport Rescue Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.
22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS

CONDITIONS FOR EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;

- b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
- c. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated November 24, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Julie Seltsam-Wilps

Julie Seltsam-Wilps (Nov 24, 2021 12:34 EST)

(Signature)

Julie Seltsam-Wilps

(Typed Name)

Deputy Director, Airports Division

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated

Town of Millinocket, ME

(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)

By:

(Type Name of Sponsor's Designative Official/Representative)

Title:

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Maine. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at _____

By:

(Signature of Sponsor's Attorney)

AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 ("ARP Act," or "the Act"), Public Law 117-2. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Airport Rescue Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3,4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the Airport Rescue Grant application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including Airport Rescue Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on the airport funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any airport development project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs

related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act.

- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The Town of Millinocket, ME, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
 - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Rescue Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of August 26, 2021.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars

Application for Federal Assistance SF-424	
*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	
*2. Type of Application * If Revision, select appropriate letter(s): <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation *Other (Specify) _____ <input type="checkbox"/> Revision	
*3. Date Received: NA	4. Applicant Identifier: MLT (Millinocket Municipal) Millinocket, ME
*5a. Federal Entity Identifier: 23-0030	*5b. Federal Award Identifier:
State Use Only:	
6. Date Received by State:	7. State Application Identifier:
8. APPLICANT INFORMATION:	
*a. Legal Name: Town of Millinocket	
*b. Employer/Taxpayer Identification Number (EIN/TIN): 01-6000271	*c. Organizational DUNS: 05-157-8318
d. Address:	
*Street 1: <u>197 Penobscot Avenue</u>	
Street 2: _____	
*City: <u>MILLINOCKET</u>	
County/Parish: _____	
*State: <u>ME</u>	
Province: _____	
*Country: <u>USA: United States</u>	
*Zip / Postal Code <u>04462</u>	
e. Organizational Unit:	
Department Name: <u>Millinocket Municipal Airport</u>	Division Name:
f. Name and contact information of person to be contacted on matters involving this application:	
Prefix: _____	*First Name: <u>Richard</u>
Middle Name: _____	
*Last Name: <u>Angotti</u>	
Suffix: _____	
Title: <u>Town Manager</u>	
Organizational Affiliation:	
*Telephone Number: <u>207-723-7000 x 5</u> Fax Number:	
*Email: <u>code@millinocket.org</u>	

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

X. Airport Sponsor

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

NA

*Title:

NA

13. Competition Identification Number:

NA

Title:

NA

14. Areas Affected by Project (Cities, Counties, States, etc.):

MILLINOCKET, East MILLINOCKET, medway

Penobscot, Piscataquis MAINE

***15. Descriptive Title of Applicant's Project:**

\$32,000 for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments.

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: 2

*b. Program/Project: 2

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: NA

*b. End Date: NA

18. Estimated Funding (\$):

*a. Federal	<u>\$32,000</u>
*b. Applicant	<u>\$0</u>
*c. State	<u>\$0</u>
*d. Local	<u>\$0</u>
*e. Other	<u>\$0</u>
*f. Program Income	<u>\$0</u>
*g. TOTAL	<u>\$32,000</u>

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on ____.
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E. O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: _____ *First Name: Richard

Middle Name: _____

*Last Name: Angotti

Suffix: _____

*Title: Town Manager

*Telephone Number: 207-723-7000 x 5

Fax Number: _____

* Email: code@millinocket.org

*Signature of Authorized Representative: Richard Angotti

*Date Signed: 8-26-2021

ORDER #318-2021

PROVIDING FOR: Purchase and Installation of a Heat Pump in the Wastewater Treatment Plant Lab.

IT IS ORDERED: That the Interim Town Manager contract with Dave's World for \$2993.81 dollars to install a Heat Pump at the Wastewater treatment plant lab. Funds would come out of E2800-1387 which has 5000 dollars in it.

Note: There were three bids for this job.

Moscone Heating 3,800 – Rebate of 500 = 3,300

Nicatou Stove 3,800 – Rebate of 500 = 3,300

Dave's World 3,493.81 – Rebate of 500 = 2993.81

This will replace the existing inefficient wall AC unit and will also help heat the lab in the winter.

PASSED BY THE COUNCIL: _____

ATTEST: _____

ORDER # 319-2021

PROVIDING FOR: Closure of Bandstand Parking Lot

IT IS ORDERED: That the Bandstand parking lot be closed on December 12, 2021, from 7:00 AM to 7:00 PM for the Red Knights Annual Welcome Santa Event.

Note: They have confirmed their permit for the day.

PASSED BY THE COUNCIL: _____

ATTEST: _____

ORDER #320-2021

PROVIDING FOR: Approval of Northern Border Regional Commission Grant

IT IS ORDERED that the Millinocket Town Council approves Northern Border Regional Commission Grant Agreement NBRC21GME09 in the amount of \$203,439 for architectural/engineering design for a new terminal for the municipal airport and authorizes the Town Manager to sign the grant agreement and to take all action necessary to document and administer the grant .

IT IS FURTHER ORDERED that in the event the match for the grant in the amount of \$50,860 is not available from other sources by the time match funds are required to be available pursuant to the terms and conditions of the grant agreement, \$50,860 is transferred from the undesignated fund balance to the fund the match and the Treasurer is directed to establish an appropriate line in the budget to account for the match and grant funds.

PASSED BY THE COUNCIL: _____

ATTEST: _____

00084297.DOCX

ORDER # 321-2021

PROVIDING FOR: Donation to Maine Public television

IT IS ORDERED: That the Interim Town Manager is authorized to expend from Account 0816-3813, Two hundred dollars (\$200) to support the Maine Public television.

Note: See attached letter requesting support

PASSED BY THE COUNCIL: _____

ATTEST: _____



maine public

RADIO • TELEVISION • ONLINE

November 30, 2021

Mr. John Davis
Town of Millinocket
197 Penobscot Avenue
Millinocket, ME 04462-1430

Dear Mr. Davis,

Thanks to support from Millinocket, Maine Public has provided essential services during the COVID-19 pandemic, including vital **Maine CDC briefings** and the trustworthy news that our communities rely on. In addition to covering the biggest issues facing our state, Maine Public has offered high quality programs to inform, entertain, and inspire.

This year **Maine Calling** regularly connected listeners to epidemiologists and other medical experts on vaccine safety and efficacy. The show also connected Mainers to each other to talk about the challenges of mental health, working from home, and teaching kids remotely.

With your support Maine Public hired a full-time reporter to cover immigrant communities, and developed **Maine Public News Connect**, which offers weekly news pods in Spanish, Portuguese, French, and Somali to provide new Mainers with critical news and information that they can use for themselves, their family, and their community.

New backup generators were purchased at WBQE and WBQA to provide better coverage in case of emergency, and in February we partnered with the Maine Community Foundation and Good Shepherd Food Bank to host the Feed a Family pledge drive, where member donations from across the state funded much needed COVID relief efforts.

Today, we're asking Millinocket to continue supporting this important resource with an appropriation of \$200 in 2022. With your funding, Maine Public and our trusted partners, NPR and PBS, will continue to provide Mainers with a key link to each other, their state, and their world. Our listeners and viewers appreciate the support your community provides. Thank you for your consideration.

Sincerely,

Curt Chadbourne
Director of Member Services
cchadbourne@mainepublic.org, 800-884-1717 x 3084



ORDER # 322-2021

PROVIDING FOR: Approval of Katahdin Forest Management to Cross Town Land

IT IS ORDERED: Katahdin Forest Management be allowed to use the Southeast gate at the end of runway 34 to access their land for harvesting timber during the winter of 2021-2022. Any damages to the safety strip will be repaired by Katahdin Forest Management in the spring of 2022.

Note: See Picture of work area attached to this order

PASSED BY THE COUNCIL: _____

ATTEST: _____



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Ketchikan Forest Management

1:250,000 Scale 1:100,000

Map No. 1000

Map Date: 10/10/00

Map By: KFM

Map For: Ketchikan Forest Management Ltd.

Map Of: Ketchikan, Alaska

