



**TENTATIVE AGENDA
REGULAR TOWN COUNCIL MEETING
& PUBLIC HEARING in COUNCIL CHAMBERS and via Zoom
Thursday, October 13, 2022, 5:30 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 the Minutes: August 11, 2022, Regular Town Council Meeting.
5. Special Presentations: n/a
6. ORDINANCE #2-2022 Public Hearing - 1st Reading – Amendment to Chapter 75, General Assistance

Unfinished Business: n/a

New Business:

7. Town Manager's Report – 10/13/2022
8. ORDER #249-2022 Execution of the Town Warrant for October 13, 2022
9. ORDER #250-2022 Execution of the Wastewater Warrant for October 13, 2022
10. ORDER #251-2022 Approval of the Appointment to Events Committee – R. Dorobis
11. ORDER #252-2022 Approval to Enter into an Agreement – Maine Housing Maine Water Assistance Program
12. ORDER #253-2022 Approval of Municipal Release Deed – 41 Colony Place
13. ORDER #254-2022 Approval of Lease Agreement – Anthony Cesare, d/b/a West Branch Aviation
14. ORDER #255-2022 Approval to Seek Bids for Real Estate Agent Representation
15. ORDER #256-2022 Approval of Donation - Veteran's Memorial Park Fundraiser
16. ORDER # 257-2022 Approval to Seek Bids for Dog Park Fencing
17. ORDER #255-2022 Approval to Expend \$615 from the Events Budget
18. ORDER #258-2022 Authorization of Real Estate Purchase

19. Reports and Communications:

- a. Warrant Committee for the October 27, 2022, Council Meeting will be Councilor Bragdon and Councilor Danforth
- b. Chair's Committees Reports
- c. Two Minute Public Comment

20. Adjournment

Join Zoom Meeting <https://us02web.zoom.us/j/82058394915>

Meeting ID: 820 5839 4915

One tap mobile +13017158592, 82058394915# US (Washington DC); +13126266799, 82058394915# US (Chicago)

Dial In: Find your local number: <https://us02web.zoom.us/u/kc0L05Af7m>

Meetings are open to the public for in person attendance and via Zoom.

The Town of Millinocket supports optional face masks/coverings and social distancing.

Submit any public comments to the Town Manager prior to the meeting: manager@millinocket.org or call (207) 723-7000 Ext.5 to make special arrangements. Meetings are also available via Zoom and Youtube Channel.

Find all direct links on our website: Millinocket.org.

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



Millinocket

Maine's Biggest Small Town

Town of Millinocket

197 Penobscot Avenue

Millinocket, Maine 04462

Manager@Millinocket.org www.millinocket.org

207-723-7000 Ext 5

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 some of the 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.
- **Mil 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 Veteran’s 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. Each member of the public will be allowed to speak for a period of not more than two minutes and the Council shall not enter into a debate or a question-and-answer session unless the question can be answered in a brief statement without a debate. This will be at the discretion of the Council Chair.
- **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 or board such as the Planning Board, Events Committee, or Board of Appeals. 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-andboards/>.

August 11, 2022

The Regular meeting of the Millinocket Town Council was brought to order in Council Chambers by Town Clerk Diana Lakeman at 5:32 pm.

Roll Call:

Town Council Members Present:

| | |
|-----------------|-----------|
| Golieb- Excused | Madore |
| Bragdon | McEwen |
| Danforth | Pelletier |
| | Pray |

Also present: Town Manager Peter Jamieson via Zoom, Town Clerk Diana M. Lakeman, Librarian Diana Furukawa, Fire Chief Tom Malcolm, GA/Personnel Lori Santerre via Zoom, 4 in person public attendance and 2 in Zoom public.

Pledge of Allegiance –

Town Clerk Diana Lakeman opens the floor for nominations for Pro Tem Chair with Chair Golieb's absence; Councilor Danforth nominates Councilor Bragdon, Councilor Pelletier seconds the nomination; Town Clerk Diana Lakeman hearing no further nominations, calls for vote on Councilor Bragdon's nomination for Pro Chair Tem, Vote 6-0 all in favor; Councilor Bragdon proceeds to agenda items.

Adjustments to the Agenda – Additions: #219-2022; Updates: Order #212-2022 & #215-2022.

Approval of the Minutes: June 23, 2022, Public Hearing FY23 Budgets and Regular Meeting.

Motion- McEwen Second- Pelletier Vote 6-0

Council Comment: none

Public Comment: none

Special Presentation: n/a

Council Comments:

Public Comment:

Town Manager's Report – 8/11/2022

CDBG / Veterans Park

- As of 8/9, Underwood Electric is back on site in Veterans Park to put the finishing touches on this project.
- This includes the new light poles, overhead lights, and upgraded electrical panel.
- The Underwood Electric crew has done a great job on this project for us and for that we are grateful.
- To recap: Through the State of Maine Community Development Block Grant funding, The Town of Millinocket was able to hire Under Electric, through Haley Ward, to upgrade our electrical service to Veterans Park, install additional outlets for use by vendors and others during community events, install over head lighting throughout the park, and up-lighting on our Veterans Memorial. During the same period, we were a benefactor of new trees that were planted along the walkway via funding from the Canopy Project. This all has come together nicely and gave our Veterans Park a much-needed update!

Municipal Building & GNP Park:

- We recently had our Public Works crew at the municipal building to remove the neglected and overgrown bushes along the sidewalk. This instantly provided a major improvement and was much easier on the eyes. They also pressure washed the GNP pocket park between the Municipal Building and the Gear Library/Yum Bakery/Boreal Theater and trimmed back the tree out front so that it is no longer up against the building, awning, and windows.
- Adam Ouellette of Ouellette Electric was back to address the electrical outlets in the GNP park to bring them back to life.

- This is a work in progress. We are planning to scrape and paint the peeling and cracking paint, replace some signs with our current branding and other little things to provide a nice facelift.
- I hope we can make good use of the GNP park that now hosts the Bike service station, free to use for anyone to service their bikes as they need.
- We hope this shows our sense of pride in community and that we want to things to look as nice and welcoming as can be!

Town Pool:

- The temporary pool filtration system has been in place for going on two weeks and has been working great! I have had my kids there several times and can testify that the water looks just as clean as ever!
- Major thanks to Mike's Pool Service for allowing us the use of this temporary set up to finish out the season and to Jody Nelson and her staff for their efforts in managing the additional work related to the temporary system.
- We have the funds for replacing the filtration system included on tonight's agenda.

Our Katahdin / EPA/ Ransom Consulting:

- Several councilors and I participated in a meeting and presentation from Our Katahdin along with their partners from Environmental Protection Agency and Ransom Consulting.
- This meeting was open to the public, there was limited attendance unfortunately, but we learned a great deal about what's been going on with Our Katahdin and the One North site.
- OK provided big picture and strategic updates as to investments being made into the site and potential new tenants. All very exciting things for our town and our region!
- The EPA was there to speak more about how that process works while redeveloping a former industrial site like ours. How it can take millions of dollars just have the intense studies done on the ground to understand the potential risks of new development and how to best prepare the land for new investment.
- Ransom Consulting was also there to speak about their work in administering these EPA grant funds for Our Katahdin. They are leading experts in the field and we as a community are so incredible lucky that they are here working in partnership with Our Katahdin to move this property along.

Airport:

- After many discussions with multiple outfits, we have been able to arrange for W.T. Gardner to cut and clear 15-20 acres of airport land. They will be doing this at no cost to the town and will be taking the trees with them to be processed into chips. This work will take place in late fall once the ground hardens.
- This will open more land for potential new leases and new hangers. We already have several potential lessees interested in building new hangers on these lots.
- These leases will add to Airport revenue, helping to offset the cost of operating the facility and provide new taxable personal property to be added to our tax rolls.
- The official Notice to Proceed has been granted by the Northern Boarder Regional Commission. This means the engineering and design work of our new Airport Terminal can begin!
- This was a complicated ball of yarn to untangle after the project had changed hands several times. I would like to personally thank our CID Amber, Chairman Golieb, the NBRC staff, and Patrick Santerre at Arcadia Design Works for sticking with it and playing a part in bringing this project into the next phase!

Community Workshop:

- On August 23rd, we have our Community Resilience Partnership Community Workshop. This was previously scheduled in July and had to be postponed. We are excited to dive into this process.
- Location TBD but keep an eye on email, social media, and Millinocket.org
- Joining this partnership allows us the opportunity to apply for funding in relation to Millinocket's resiliency to the impacts of climate change. The funding is offered in either two \$50k max grants or one \$100K max grant per year. These funds can be spent in many different efforts that follow "Maine Won't Wait" Guidelines.
- Examples of projects could include heat pumps for town buildings and local businesses, weatherization of town buildings and homes, electric car charging stations, electric vehicles, LED lighting upgrades, etc.

Reminder:

- The best way to reach me as Town Manager is to call the town office (207-723-7000) or email me (manager@millinocket.org). Social media is not an appropriate form of communication to me or the council. It does not guarantee a response or even that the comment would be seen.
- I hope that any member of our community feels comfortable reaching out to me with any questions or concerns they have. All are welcome!

Respectfully Submitted, Peter Jamieson, Town Manager.

Diana Lakeman

From: Steve Golieb <stevegolieb@gmail.com>
Sent: Thursday, August 11, 2022 1:08 PM
To: Diana Lakeman; Peter Jamieson
Subject: To be read tonight

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Diana,

Unfortunately my flights got cancelled and were rebooked at the time of the council meeting, so I won't be able to zoom in. Been stuck in NYC. If you wouldn't mind printing this out and providing it to whoever gets voted as pro-temp chair to be read the following for the managers report I'd really appreciate it!

- I sincerely apologize for my unplanned absence from tonight's meeting. I have been on vacation for the past two weeks, which has greatly rejuvenated me, yet my connecting flight to Bangor got cancelled last minute and I was unfortunately rebooked on a flight that conflicts with tonight's Council meeting. I'm looking forward to being back and seeing you all again soon, but in the meantime I wanted to share my thoughts here.
- I fully support the Wabanaki Public Health and their initiatives to bring grant money into the community. I appreciate their efforts and for reaching out to the Town for these opportunities. They've certainly proven to be welcoming and helpful partners and I look forward to furthering our relationship with their organization.
- I'm sure Councilor McEwen is as satisfied as I am (probably more) to see the CDBG project come closer to completion. I want to sincerely thank the Manager, our Community Initiatives Director and the many others that have professionally and efficiently seen this project through to the end. It's clearly been a project needing to be seen through for quite some time. I'm grateful to have Peter at the helm, along with his great team.
- Thank you to Public works and the Manager for checking off yet another box on the long list of to-do items -- in this case improving and cleaning the GNP pocket park and municipal building. Your sense of pride in the community is certainly evident and so appreciated.
- I fully support all items on this agenda-- in particular the expenditure of ARPA funds. We've gone through multiple public hearings and discussions in council meetings throughout the past year or two, concluded by a comprehensive survey, all in a great effort to engage with the public and ensure that we're applying these funds to the appropriate community issues. I'm glad to see that we're accomplishing just that. Of course there are many more issues to be addressed-- more than this lot of money can possibly achieve-- but I'm grateful to the council and our administration for the significant effort put into this transparent and cooperative process.
- Probably as no surprise to anyone here, I'm ecstatic to see that we are moving ahead with the airport terminal building engineering phase. This is such an exciting time for our town. We are very fortunate to have Jeff as the airport manager, such an inspiring and competent local architecture firm to lead the project, and the many partners and organizations throughout the state who see the value in this project. Thank you Amber and Peter for seeing this project through as well. Add it to the list of fantastic work you're doing.
- I'm also super excited to finally get some acreage cleared at the airport to make way for new development. I'm looking forward for the town to finally secure lot leases to the handful of people who are looking to build new hangars, which expands our tax base and offers new opportunities to the community.
- Thank you for another great report and to all of our wonderful staff

Steven C Golieb
Chairman, Town Council of Millinocket
State of Maine Climate Councilor
PhD Candidate, University of Maine
Cell: 917-846-1927

[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.]

Council Comments: Councilor McEwen thanks the Manager for the all the project and department updates, notes great to see the park projects wrapping up acknowledges all involved with appreciation making the location a safe and beautiful area for all to enjoy, expresses excitement to see the pool open keeping all in attendance safe and continued employment, notes his support for the partnership letter of support.

Councilor Pelletier supports all initiatives with grant letter of support.

Councilor Danforth acknowledges the upgrades and work at the park expressing excitement as projects have been ongoing for many years with a rewarding completion thanks Councilor McEwen and Chair Golieb for their leadership in seeing the projects through, notes GNP park looks very nice with a reminder all parks are tobacco free with suggestion for signage, expresses thanks to all efforts for actions taken for a safe pool opening and attendance, EPA updates share exciting news with grants making One North mill site ready for future investments, appreciates screen share of opportunities available through partnership, inquires to clarify if letter is for support or for commitment; *TM Jamieson informs letter is in support of partnership and commitment to open dialog participating as collaborator dedicating time for meetings and sharing important information; Councilor Danforth favors the letter of support..

Councilor Madore acknowledges the nice job done on the canopy work, expresses appreciation to Councilor McEwen and all involved with the completion of projects, supports cleaning up park with suggestion for lighting in area, acknowledges the safety concerns at the pool as temporarily rectified anticipating long term fix, wishes more involvement from the community noting the EPA meeting was very informative with progress updates at the site, inquires to the Airport Manager if cutting taking place affecting taxi way; Jeff Campbell Airport Manager informs cutting is along the runway side of lots so lots connect to hanger and access airport with 7 new lots, 4 have interest with 2 wanting double lots; Councilor Madore notes great revenue resource for the town, appreciates efforts of Wabanaki in the community supports letter of commitment and efforts.

Councilor Pray agrees to all compliments and workings throughout the community, encourages citizens to go to Our Katahdin/One North website to inform themselves of all upcoming events and updates on positive announcements with appreciation to representative being present to inform 6 grants received is above average, noting all positive happenings for economic center, addresses MRC affiliation with Kate Street offering his opposition with involvement with CS Solutions as very suspect, inquires if communication with School Department for completed school budget; *TM Jamieson informs no discussion with school board, conversed with business manager and Town Clerk who informed the notice of election needs to be posted for 7 days however up to the council for consideration of absentee voting period and concerns with covid.

Councilor Bragdon acknowledges Chair Golieb's submitted an email, read in his absence, and included into the minutes; shares concerns with MRC and its involvement with Kate Street with anticipation for meeting, notes the community projects are looking great noting the Municipal building upgrades, happy about the pool up and running safely again, encourages community join One North/Our Katahdin meetings for accurate and up-to-date information.

Public Comments: Sandra Sullivan, 104 Sunset Drive, notes the school board meeting on the 16th for vote on budget, suggests a meet and greet for candidates' night for community; *TM Jamieson informs the CID and Library are working on this forum.

Jesse Dumais, 10 Somerset Street, encourages candidates' night and public engagement with questions and answers noting it was well received the last time he ran for council seat, acknowledges the clerk's office as a great team following all laws having no doubt the office staff is capable and confident to provide a clean election, expresses excitement for an opportunity to be public voice.

Jeff Campbell, Airport Manager, informs handful of leases in agreement expresses excitement to expand lots with access.

Councilor Madore anticipates discussion with MRC with concerns if any affiliation with Kate Street notes intentions to support PERC, inquiries if community workshop and candidates' night being beneficial if available by zoom; *TM Jamieson states intention to provide zoom; suggests reaching out to MMA legal concerning the November election and clerk's participation; *TM Jamieson acknowledges suggestions;

NEW BUSINESS:

ORDER #212-2022 PROVIDING FOR: Execution of the Prior Year Town Warrant for August 11 2022
IT IS ORDERED that the Prior Year Town Warrant for August 11, 2022, in the amount of \$95,849.97 is hereby approved.

Motion-Pray Second-Madore Vote 6-0

Councilor Comment: Noted the larger expenses: Assessor/Law firm/Brookfield

Public Comment: none

ORDER #213-2022 PROVIDING FOR: Execution of the Prior Year Wastewater Warrant for August 11, 2022

IT IS ORDERED that the Prior Year Wastewater Warrant for August 11, 2022, in the amount of \$1,688.50 is hereby approved.

Motion- Pelletier Second-Madore Vote 6-0

Councilor Comment: Noted the larger expenses

Public Comment: none

ORDER #214-2022 PROVIDING FOR: Execution of the Town Warrant for August 11, 2022

IT IS ORDERED that the Town Warrant for August 11, 2022, in the amount of \$437,713.95 is hereby approved.

Motion-Pray Second-Madore Vote 6-0

Councilor Comment: Noted the larger expenses: Ascent Aviation, paving/construction, telephone system, DR fuel, Designlab, Dysart's, Freightliner, Me Tech, Me Water Co, Penobscot County Registry of Deeds, pool supplies.

Public Comment: Jeff Campbell notes \$18,000 aviation fuel sales.

ORDER #215-2022 PROVIDING FOR: Execution of the Wastewater Warrant for August 11, 2022

IT IS ORDERED that the Wastewater Warrant for August 11, 2022, in the amount of \$6,643.93 is hereby approved.

Motion- Pelletier Second-Madore Vote 6-0

Councilor Comment: Noted the larger expenses: Town of Millinocket-pass through.

Public Comment: none

ORDER #216-2022 PROVIDING FOR: Update to Paused Funding for ESSER3 Grant Expenditures

WHEREAS Order #132-2022 paused the funding of ESSER3 Grant expenditures and required Council approval for any such expenditures during this period; and

WHEREAS the School Administration is seeking approval for payroll for training on a new medical related program; therefore,

IT IS ORDERED that ESSER3 Grant expenditures of approximately \$410 is approved to cover payroll expenses for training on a new medical related program.

Motion-Madore Second-McEwen Vote 6-0

Council Comment: Councilor Madore inquiries if need for expenditure to continue as case by case going forward and looks for clarification of reimbursement status,

Councilor Pray concerns with impact to reserve account with the possibility of going below the auditors suggested amount, acknowledges the council's fiscal responsibility to continue the current process going forward until reimbursement funds are established.

*TM Jamieson informs will be brought to the council case by case until further information is available noting recently receiving one State reimbursement; Councilor Pray notes the priority of committed town expenditures.

Public Comment: none

ORDER #217-2022 Approval of Amendment to Town Manager Employment Agreement

IT IS ORDERED AS FOLLOWS:

AMENDMENT TO EMPLOYMENT AGREEMENT

WHEREAS, 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 part, entered into an Employment Agreement in December of 2021.

WHEREAS, the Manager commenced his employment with the TOWN OF MILLINOCKET on January 3, 2022.

WHEREAS, the Section 12 of the Employment Agreement requires the MANAGER to reside within the TOWN OF MILLINOCKET.

WHEREAS, the TOWN OF MILLINOCKET and the MANAGER mutually agree that the MANAGER does not have to reside within the TOWN OF MILLINOCKET.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the TOWN OF MILLINOCKET and the MANAGER agree to strike Section 12 from the Employment Agreement so that it no longer has any force or affect. All other terms, conditions and obligations of the Employment Agreement shall continue unmodified.

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 below.

Motion-McEwen Second- Pelletier Vote 6-0

Council Comment: Council discussion acknowledges prior management residential requirements, majority support for the change in Peter's agreement with consideration of current situations, discussions express support with intentions with continue contractual commitments.

*TM Jamieson expresses intentions to, with continued support, working in the community with work, family, social and personal life balance.

Public Comment: Stephanie Jamieson, 14 Rush Blvd, informs she works all over the State and allowing this contract adjustment will make work and personal life a little easier noting his work office will remain in Millinocket.

ORDER #218-2022 PROVIDING FOR: Approval to Expend American Rescue Plan Act Funding

IT IS ORDERED that the Millinocket Town Council approves the use of \$184,450.00 (one hundred eighty-four thousand four hundred fifty dollars) of ARPA funding on the following expenses:

| | |
|--|-------------|
| Replacement of Pool Filtration System | \$89,000.00 |
| Little Italy Playground Fence | \$12,200.00 |
| Town Employee Covid Pandemic Stipend | \$33,250.00 |
| Mobilize Katahdin – Community heating fuel assistance donation | \$50,000.00 |

Motion-Madore Second-Danforth Vote 6-0

Council Comment: Councilor discussion express support for this set of expenditures as a good reference of need for the community, supports the employee stipends noting overdue with acknowledgement of all departments and staff commitment, support for community heating fuel assistance is a great use of funds with support of suggestion for fuel assistance is worded to accept all fuel types/sources of heat, concerns expressed for community security and safety with guaranteed fuel assistance applying to community members only, Council discussion concludes with acknowledgement of all staff and departments commitment and acknowledgement of community concerns brought to the attention of the council for consideration.

Public Comment: Sandra Sullivan, 104 Sunset Drive, inquires if Police Department is included in the stipend payout; *TM Jamieson informs Millinocket Police Officers who worked in 2020 during an operating department of the town received a stipend did not include East Millinocket PD noting appreciation for their services.

Diana Furukawa, 346 Aroostook Ave, with anticipation for need, expresses appreciation for donation to Mobilize Katahdin in collaboration with Millinocket Memorial Library and assures the programs funds benefits the community through an application process with many procedures and policy in place, notes payouts sent directly to companies directly for assistance.

Thomas Malcolm, Fire Chief/HO, expresses appreciation for acknowledging the departments expresses concerns for community safety with current active cases with suggestion a Public Safety Fund needs to be started with the availability of funds; Councilor Bragdon states he would like to revisit this topic for further discussion.

Diana Lakeman, Town Clerk, recognizes the part time election ballot clerks missing from the ARPA expenditure stipend list of part time employees, acknowledges their dedicated work through multiple elections through the pandemic with many stresses and State requirements to follow, requests for consideration of their services with support from the Town.

ORDER #219-2022 PROVIDING FOR Approval to Expend \$300 from The Events Committee Budget
WHEREAS The PTO will be hosting an event to give free supplies to the students and parents in our community

WHEREAS The Events committee wants to donate \$300 to buy food and supplies to help with the event
IT IS ORDERED That the Town Manager has permission to expend \$300.00 to the PTO to buy food and supplies from account #E1106-7012 leaving a remaining balance of \$9,700.00.

Motion- McEwen Second-Madore Vote 6-0

Council Comment: Councilor Bragdon informs of date, time, and place of event, emphasized all supplies available to all school children.

Public Comment: Tom Malcolm expresses excitement to host the event and encourages all to attend.

Eliza Bragdon, PTO Committee member, encourages all students to attend to receive free school supplies.

Reports and Communications:

- a. *Warrant Committee* for August 25 , 2022, Council Meeting: Councilor Pelletier and Councilor Pray
- b. *Chair's Committee Reports – Age Friendly Committee* to meet August 16th at the library, zoom linked on website, invites all interested to join with comprehensive discussion with information and data. Councilor Madore reminds the community of the new state tax stabilization program for 65 years and older, encourages all to apply.
Events Committee Meeting Tuesday, August 30th, at the airport with discussions consisting of Airport Fly In, Halloween festivities; Jeff Campbell, airport manager, informs 2 buildings pressure washed during the rehabilitation project, pending paint when dried.
- c. *Two Minute Public Comment*: John Raymond, Highland Ave/NTC President, expresses concerns with Senators King and Collins support for expand woods and water monument noting this will be detrimental with the connection to east branch trail system and all the many years of work thus far pertaining to the connection.
- d. Motion to adjourn at 7:32 p.m. –Danforth, Second –Madore, Vote 6-0

ORDINANCE #2-2022

PROVIDING FOR: Amendment to Chapter 75, General Assistance, Code of the Town of Millinocket in Compliance with Title 22 M.R.S.A. §4305(4)

BE IT ORDAINED by the Town Council of Millinocket in Town Council assembled that the Millinocket Code, Chapter 75, Appendices A - H be amended per the attached appendix.

IT IS FURTHER ORDERED that this ordinance take effect 30 days after enactment.

1st Reading _____

2nd Reading _____

Council Approved _____

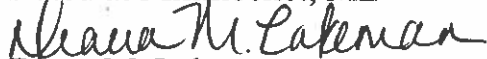
Effective Date _____

TOWN OF MILLINOCKET
PUBLIC HEARING
ORDINANCE #2-2022
GENERAL ASSISTANCE ORDINANCE APPENDICES CHANGES
CODE OF THE TOWN OF MILLINOCKET

The Millinocket Town Council will hold public hearings on proposed Ordinance #2-2022, which will amend the General Assistance Ordinance, Chapter 75, Appendices A-G, General Assistance Code of the Town of Millinocket. The hearings will be held during the Council meetings of October 13, 2022, and October 27, 2022, in the Council Chambers located in the Municipal Building at 197 Penobscot Avenue, beginning at 5:30 PM.

Dated at Millinocket, ME


September 23, 2022


Diana M. Lakeman
Town Clerk



TOWN OF MILLINOCKET
Welfare Department
197 Penobscot Avenue • Millinocket, ME 04462
723-7010

TO: Town Council

FROM: Lori A. Santerre, Welfare Director 

RE: MMA's General Assistance Ordinance Appendixes updated as of October 1, 2022

DATE: September 21, 2022

Enclosed please find MMA's new General Assistance Ordinance Appendixes (A-G), which become effective on October 1, 2022.

The changes are to the Total Monthly Allowed General Assistance Maximums, which are calculated based on the 2022-23 HUD Fair Market Rent values, Food Maximums based on the USDA 2022-23 Thrifty Food Plan and the Housing Allowance which are developed by the 2022-23 HUD Fair Market Rent value, with the applicable housing electric utility and heating allowances, as developed by the Maine State Housing Authority (MSHA). Mileage, State of Maine travel expense reimbursement rate set by State Controller. The Department of Human Services has accepted all figures to be reasonable and sufficient.

Even if the Municipality has adopted MMA's General Assistance Ordinance, the municipal officers must still approve the new enclosed appendixes. This replacement assumes prior adoption and will occur every October.

Upon approval a copy of the signed ordinance must be submitted to MMA and the Department of Human Services.

APPENDIX A

TOTAL MONTHLY ALLOWED GA MAXIMUMS

| Person (s) | 1 | 2 | 3 | 4 | 5 |
|----------------------|--------|--------|----------|----------|----------|
| Penobscot(2022-2023) | 789.00 | 792.00 | 1,043.00 | 1,302.00 | 1,420.00 |
| (2021-2022) | 748.00 | 750.00 | 992.00 | 1,243.00 | 1,357.00 |

*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 | 65.35 (58.14) | 281.00 (250.00) |
| 2 | 120.00 (106.74) | 516.00 (459.00) |
| 3 | 172.09 (153.02) | 740.00 (658.00) |
| 4 | 218.37 (194.19) | 939.00 (835.00) |
| 5 | 259.53 (230.70) | 1,116.00 (992.00) |
| 6 | 311.40 (276.74) | 1,339.00 (1,190.00) |
| 7 | 344.19 (306.05) | 1,480.00 (1,316.00) |
| 8 | 393.26 (349.77) | 1,691.00 (1,504.00) |

Please Note: For additional persons, add \$211 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 | 152.00 (138.00) | 654.00 (595.00) | 180.00 (162.00) | 775.00 (695.00) |
| 1 | 152.00 (138.00) | 654.00 (595.00) | 180.00 (162.00) | 775.00 (695.00) |
| 2 | 190.00 (173.00) | 816.00 (746.00) | 238.00 (214.00) | 1,022.00 (920.00) |
| 3 | 238.00 (220.00) | 1,025.00 (946.00) | 297.00 (270.00) | 1,278.00 (1,159.00) |
| 4 | 251.00 (230.00) | 1,078.00 (990.00) | 323.00 (292.00) | 1,391.00 (1,254.00) |

*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 | \$19.95 | \$85.50 |
| 2 | \$22.52 | \$96.50 |
| 3 | \$24.97 | \$107.00 |
| 4 | \$27.53 | \$118.00 |
| 5 | \$29.88 | \$128.50 |
| 6 | \$32.55 | \$139.50 |

NOTE* FOR EACH ADDITIONAL PERSON ADD \$10.50 PER MONTH.

WITH ELECTRIC HOT WATER

| No. Household | Weekly | Monthly |
|----------------------|----------------|-----------------|
| 1 | \$29.63 | \$127.00 |
| 2 | \$34.07 | \$146.00 |
| 3 | \$39.67 | \$170.00 |
| 4 | \$46.32 | \$198.50 |
| 5 | \$55.65 | \$238.50 |
| 6 | \$58.68 | \$251.50 |

NOTE* FOR EACH ADDITIONAL PERSON ADD \$14.50 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

2022-2023 Mileage Rate

This municipality adopts the State of Maine travel expense reimbursement rate as set by the Office of the State Comptroller. The current rate for approved employment and necessary medical travel etc. is 46 cents (46¢) per mile.

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

[For use when adopting **updated appendices only** without amending the body of an existing GA 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 G of the existing ordinance with the attached appendices A through G, which shall be in effect from October 1, 2022 through September 30, 2023. 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]



Millinocket

Maine's Biggest Small Town

Town Manager's Report – 10.13.22

Superintendent, Dr. Lane:

- I had the pleasure to meet with Dr. Shelley Lane at the end of September. We met for nearly 2 hours of great discussion and covered a variety of ongoing school related topics.
- My first impression was great. She seems to be very realistic and forward thinking, has experience working with our auditors, and spoke about desire to increase the presence and branding of Millinocket Schools to make big moves forward.
- Dr. Lane and I made rounds throughout the municipal building, introducing her to other department heads and town employees, sharing contact information, etc. We will be including her in communications for staff meetings with all other department heads on the municipal staff, looking to mend that link that had unfortunately been broken over time.
- I am very much looking forward to working with Dr. Lane in her role as the Millinocket School Department Superintendent.

NBRC Visit:

- On Oct. 4th, I spent most of the day with federal representatives from the Northern Border Regional Commission, as well as representatives from their counterparts at the State of Maine Department of Economic and Community Development, the Our Katahdin team, and representatives from the offices of Senators King and Collins, as well as Congressman Golden.
- We discussed and toured projects and sites related to NBRC funding, awarded to both Our Katahdin and the Town of Millinocket.
 - OK was awarded funds related to the rehab of the wastewater lagoons at One North.
 - The Town of Millinocket was awarded funds to cover the cost of the engineering and design phase of the proposed new airport terminal.
- Airport Manager, Jeff Campbell, took the lead on presenting the proposed future of our airport and some of the barriers we come up against on the way. He fielded tough questions from a very intrigued crowd of guests and represented our town remarkably well.
- It is safe to say all left inspired and compelled to see these projects through to the finish line.

New Public Works Director:

- With Ralph Soucier approaching retirement in the not-so-distant future, we took necessary steps to line up a new Public Works Director to take his place.
- After several interviews and discussions, we are pleased to announce that we have hired Brian Duprey as the Town of Millinocket's next Public Works Director! Brian comes with 15 years of experience on the public works, mostly as our mechanic, but has always been one to jump in and help his teammates wherever they needed some additional help. Brian has expressed some ideas for the future of the department and I'm excited to see what he does in this new role.
- Congratulations, Brian! Welcome to the Town of Millinocket Administrative Team!



Millinocket

Maine's Biggest Small Town

Penquis Housing Project:

- Evan (Code Enforcement), Tom (Public Health and Safety), and Tony (Planning Board) recently met with representatives from Penquis on their proposed new housing development on the former Aroostook Avenue School property in Millinocket. We were provided a very detailed overview of the plans and the project in general.
- Once finalized, the project will take the shape of a new construction apartment building for senior housing, and potentially a rehabilitation of the existing structure into more general apartments for long term, work force type tenants.
- We will have proposals coming forward in the next several months regarding ordinances and proposals stemming from somewhat recent planning board meetings that will go hand in hand with this project and future housing projects.

MMA Convention:

- The 2022 Maine Municipal Association Convention was an absolute blast!
- I was able to spend so much invaluable time networking with other Town Manager's from all over the state and learn from experts on areas of economic development, brownfields, resurgence of community, among other topics.
- I have plans for a follow up meeting with Jim Bennett, the City Manager in Biddeford to learn more about how they approached their downtown development using a localized TIF (Tax Increment Financing) investments as a key funding element to an incredibly successful revitalization.
- The panel discussion I participated in on the topic of "Attraction and Retention of Younger Municipal Workers" was very well attended and equally as well received.

Iron Bridge Road Culvert:

- We were unfortunately unable to complete this project in accordance with the original timeline.
- Ralph, our PW Director was able to obtain permission to extend the timeline for the grant funding related to this culvert replacement project.
- We plan to keep this moving as expeditiously as we can as it is of high priority. Realistically, we should be starting in the spring or early summer.

Cameras for Parks & Brush Pile:

- At the request of the council, I have started discussion with our security camera provider for coverage of our parks and brush pile. I expect to have a proposal coming forward to the council in November.



Millinocket

Maine's Biggest Small Town

Candidates Forum:

- Thank you to the team at the Library, our Community Initiatives Director, and Councilor Pray for their efforts in planning the 2022 Millinocket Candidates Forum! This event was very well attended both in person and via Zoom.
- Special thanks for Wally Paul for volunteering to moderate the event and for all of the School Board and Town Council candidates for participating and fielding questions from the public.
- For those who were unable to attend and for those who want were able to but could use a refresher; the recording has been posted to our YouTube channel and shared on the Town of Millinocket's Facebook page.

Dog Tags:

- 2023 dog tags are available as of October 15th! Get 'em while they're hot!
- Inevitably, if they are not renewed by February 2023, there is an additional \$25 fee for the service. This should be plenty of ample time to plan and get this taken care of.

Respectfully Submitted,

Peter Jamieson, Town Manager.

ORDER #249-2022

PROVIDING FOR: Execution of the Town Warrant for October 13, 2022

IT IS ORDERED that the Town Warrant for October 13, 2022, in the amount of \$ _____ is hereby approved.

Passed by the Town Council _____

Attest: _____

ORDER #250-2022

PROVIDING FOR: Execution of the Wastewater Warrant for October 13, 2022
IT IS ORDERED that the Wastewater Warrant for October 13, 2022, in the amount
of \$_____ is hereby approved.

Passed by the Town Council_____

Attest:_____

ORDER #251-2022

PROVIDING FOR: Appointment to Millinocket Town Committee – Events Committee

IT IS ORDERED that the Millinocket Town Council approves the appointment of Rebecca Dorobis 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: Event Committee

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

Date: 10/3/22

Name: Rebecca Dorabis Address: 26 Central St., Millinocket
(cell)

Telephone Numbers: Day Time: (207) 447-0836 Evenings: before 8 pm
anytime

Why are you seeking to become a committee representative? I would like to be more involved in community events and feel that being part of the planning process would be a good place to get involved.

What talents/skills do you feel you would bring to this position? I am very detailed and organized and have a lot of experience working with groups and planning/exciting events

What do you feel is the responsibility of this board/committee? To help plan events for the whole community and to support other groups doing the same.

What municipal boards, volunteer organizations or community service groups have you worked with the past and for what length of time? Most recently on the executive board of the Granite St. PTO but I have years of board and volunteer experience

What have you to offer to this committee which our Town can use in this important undertaking? I am from Maine originally but have lived all over the country so I bring ideas and viewpoints from a broader spectrum. I am very respectful and work well with other people and I am a hard worker who gets stuff done.

When are you available to meet, please specify?

Weekday Varies A.M. _____ P.M. _____

I am self-employed so it is somewhat flexible

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

ORDER #252-2022

PROVIDING FOR: Approval to Enter into an Agreement – Maine Housing
Maine Water Assistance Program

IT IS ORDERED that the Millinocket Town Council approves the Town Manger to enter into a cooperative agreement with the Maine Housing Authority as a vendor to participate in the Maine Water Assistance Program federally funded from the American Rescue Plan Act.

IT IS FURTHER ORDERED that the Town Manager is authorized to sign all documents related to the vendor agreement with the Maine Housing Maine Water Assistance Program for the Town of Millinocket.

PASSED BY THE COUNCIL _____

ATTEST: _____

Diana Lakeman

From: Water <water@mainehousing.org>
Sent: Thursday, October 6, 2022 11:16 AM
To: Peter Jamieson; 'humanresources@millinocket.org'; Diana Lakeman
Subject: FW: Maine Water Assistance Program - Vendor Documentation August 24, 2022
Attachments: Water Assistance Vendor Agreement - FILLABLE.pdf; new-accounts-payable-vendor-master-request.docx; New Direct Deposit Form.pdf; Blank W9.pdf

From: Water <water@mainehousing.org>
Sent: Thursday, August 25, 2022 7:26 AM
To: Water <water@mainehousing.org>
Subject: Maine Water Assistance Program - Vendor Documentation August 24, 2022

Water/Wastewater Service Providers,

This email is a follow up to the introduction email sent on August 23, 2022 concerning MaineHousing's Maine Water Assistance Program. This message contains the documentation required to enroll with MaineHousing and take part in the federally funded program. This includes the Vendor Agreement to participate in the program, as well as documentation that MaineHousing requires to electronically transfer funds to you. MaineHousing will be unable to process applications from customers you serve without these forms. If your organization represents more than one town/region you must submit a separate agreement for each district you cover (Maine Water Company for example).

Please review, complete all the forms, and return to MaineHousing by:

Email: Water@MaineHousing.org (PLEASE ENCRYPT THE EMAIL TO PROTECT YOUR INFORMATION)

Fax: (888)-623-6762

Or Mail to: MaineHousing/WATER
26 Edison Drive
Augusta, Maine 04330

The forms may be printed out or completed and signed electronically (PDF Fillable). If you have any questions or concerns please email us at Water@MaineHousing.org or call (888)-623-6762.

Thank you for your assistance and agreeing to partner with us to benefit the people of Maine.

The Maine Water Assistance Program Team
www.MaineHousing.org
water@mainehousing.org
(888)-623-6762



MaineHousing
MAINE STATE HOUSING AUTHORITY

[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.]

Diana Lakeman

From: Water <water@mainehousing.org>
Sent: Thursday, October 6, 2022 11:16 AM
To: Peter Jamieson; 'humanresources@millinocket.org'; Diana Lakeman
Subject: FW: Introducing MaineHousing's Maine Water Assistance Program

From: Water <water@mainehousing.org>
Sent: Tuesday, August 23, 2022 12:36 PM
Cc: Water <water@mainehousing.org>
Subject: Introducing MaineHousing's Maine Water Assistance Program



Hello

August 23, 2022

MaineHousing is pleased to announce the Maine Water Assistance Program. This program is being funded with federal American Rescue Plan Act appropriations and is being made available to water and wastewater utilities in Maine for their customers who may have fallen behind on their bills during the COVID-19 pandemic.

For eligible customers the program will clear past due balances and/or establish a one-time benefit that can be applied to a current and/or future water or wastewater bill. In both cases the payment will be made directly to the utility provider on behalf of an eligible customer.

This program is tentatively scheduled to begin in mid-September of 2022 and will run until the funds, approximately \$4.7 million, are expired. This is a one-time program that is currently not expected to be reauthorized by Congress.

To be eligible to receive payments from the program the authorized agents for water and wastewater utilities will be required to sign an agreement with MaineHousing that will allow for direct deposit to the utility on behalf of the eligible consumer. The vendor agreement and other required forms will be emailed to you by the end of August.

The consumer will also be required to apply for the program, providing proof of income eligibility, a copy of a current water and/or wastewater bill, as well as other household information.

Fee reduction payments for all eligible households will be based on household demographics. A benefit matrix point system will be used to identify households with the greatest need. Payments will be based on total points, and based on eligibility will be either \$200, \$350, or \$500.

If payment to the utility is more than customer owes, the balance should be credited to the ratepayer's account to be used for future charges.

You can learn more about the program details and sign up for automated updates on the program by visiting MaineHousing's Water Assistance Program page here: [Maine Water Assistance Program \(mainehousing.org\)](https://mainehousing.org/Maine-Water-Assistance-Program).

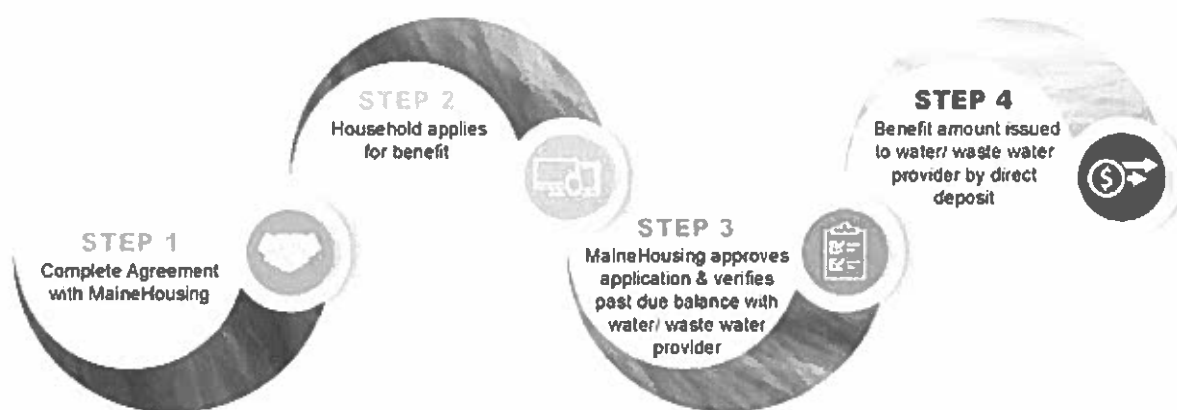
If you are receiving this message you have been identified as the manager and/or the key decision maker for a water and/or wastewater utility in Maine. If you are not the appropriate person to be receiving this communications, we respectfully ask that you forward this message to the appropriate decision maker within your organization to ensure any of your eligible customers do not miss out on this opportunity.

Thank you,
The MaineHousing Water Assistance Program Team

For more information:
Telephone: 888-623-6762 and/or email water@mainehousing.org

Water Assistance Program - Partner Process

Below is an overview of what the partner process will look like for the Water Assistance Program. The process starts when a water/waste water district completes an agreement with MaineHousing and ends when a client's benefit is paid.



The Maine Water Assistance Program Team
www.MaineHousing.org
water@mainehousing.org
(888)-623-6762



**MAINE STATE HOUSING AUTHORITY
MAINE WATER ASSISTANCE PROGRAM
UTILITY PROVIDER VENDOR AGREEMENT**

1. PARTIES TO AGREEMENT

This Utility Provider Vendor Agreement (the “Agreement”) is made by and between Maine State Housing Authority, a public body corporate and politic and an instrumentality of the State of Maine, with its offices at 26 Edison Drive, Augusta, Maine 04330 (“MaineHousing”) and the following utility provider (the “Vendor”) (together, the “Parties”):

Company’s Legal Name: _____
Mailing Address: _____ City: _____ State: _____ Zip: _____
Company Phone Number: _____
Company Email address: _____

Vendor is a provider of public drinking water and/or wastewater services. MaineHousing is administrator of federal grant funds to assist eligible low-income households under the federal Low Income Household Water Assistance Program implemented by the U.S. Department of Health & Human Services’ Administration for Children & Families Department (“ACF”).

2. TERM OF AGREEMENT

This Agreement shall be effective as of _____, 2022 and shall end on December 31, 2023, unless earlier terminated, or extended, as provided for herein. Provisions of this Agreement necessary to fully effectuate the rights of MaineHousing hereunder, including without limitation audit rights and the rights to recover funds to which Vendor is not entitled hereunder, shall remain in effect for the period necessary to accomplish such objectives.

3. USE OF FUNDS

Maine Water Assistance Program (“MEWAP” or the “Program”) funds provided to Vendor by MaineHousing will be used to assist eligible households served by Vendor through restoring services; offsetting arrearages; and/or reducing by up to \$500, service fees or rates charged. Funds may not be applied to: any infrastructure expenses (reconnection, replacement or repair of water piping); separately metered water sources that are used for livestock, agriculture, swimming pools, businesses, or other non-drinking or personal household use.

Through a household application process, MaineHousing will determine eligibility, verify the household’s account details with Vendor including arrearage and service costs, calculate the amount of funds to be applied to the account, and notify the household and Vendor of the benefit awarded. Vendor will be responsible for establishing procedures to notify households of any remaining balance due that MEWAP funds do not cover. MEWAP funds allocated to a specific household (the “Benefit”) may not be sold, released or transferred, by the household or the Vendor.

4. RETURN OF UNUSED FUNDS/VENDOR REFUND POLICY

Vendor shall maintain accurate records of Program credit balances and shall not retain, absorb, write off, reduce, eliminate or zero out any Benefit funds or credit balance outstanding. Vendor shall perform a reconciliation of accounts and refund all unused funds, including account credit balances, to MaineHousing within 30 days of account being closed, in compliance herewith. Credit balances may not be exchanged for cash or cash equivalent.

5. PAYMENT TO VENDOR

Vendor must sign up to receive funds disbursements by submitting to MaineHousing three forms: an IRS W-9 Form, a New Accounts Payable Vendor Master Request, and an AP Vendor Direct Deposit Form. The forms should be returned with the fully executed Agreement to MaineHousing to ensure payment to Vendor. The enroller must be Vendor's authorized financial representative.

6. RECORDS AND REPORTING

During the term of this Agreement, including any extension term, Vendor shall maintain written records, satisfactory to MaineHousing, of all households assisted, specifically, name, address and amount of Benefit received and applied to the account. Notwithstanding any other provision of this Agreement, MaineHousing, ACF and the Comptroller General of the United States shall have access to all books, records, papers and other documents, whether in paper, electronic, or any other form, that are pertinent to the services under this Agreement for the purpose of reviewing, examining, inspecting, investigating, auditing, copying, translating or transcribing any information contained therein. Vendor shall cooperate fully with any such action taken by the federal government or MaineHousing. Vendor shall retain all records pertaining to this Agreement for a period of time that is the greater of five (5) years from the final payment of Program funds or until all questions or activities have been resolved to the satisfaction of MaineHousing. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

Vendor agrees to submit, in such form as may be prescribed by MaineHousing, such reports or written answers to specific questions, surveys or questionnaires as MaineHousing may determine necessary, on or before a date specified by MaineHousing. Vendor further agrees to cooperate fully with MaineHousing in regard to any fraud investigations or administrative hearings MaineHousing may undertake with regard to Program applicants or beneficiaries.

7. TERMINATION

- A. Termination for Convenience by MaineHousing. MaineHousing shall have the right to terminate this Agreement if MaineHousing, in its sole judgement, determines that such termination is in its best interest. In the event MaineHousing determines that such termination is in its best interest, it shall give notice of termination to Vendor stating the effective date of termination. In the event of such termination, MaineHousing shall be obligated to pay Vendor only for utility services actually provided by Vendor to eligible households to the effective date of such termination.
- B. Termination for Cause by MaineHousing. MaineHousing shall also have the right to terminate this Agreement immediately in the event MaineHousing determines, in its sole

judgment, that Vendor has failed to perform its obligations hereunder or has breached any representation or warranty made by Vendor hereunder, and such termination shall be effective on the date specified in a notice of termination given by MaineHousing to Vendor.

- C. Termination by Vendor. Vendor may terminate this Agreement only with the written consent of MaineHousing upon no less than thirty (30) days advance written notice to MaineHousing and an opportunity for by MaineHousing to inspect Vendor's records for a period of thirty (30) days thereafter. No consent of MaineHousing will be required in the event Vendor gives MaineHousing notice of its intent to cease doing business as a provider of public drinking water and/or wastewater services, but MaineHousing shall still have the right to inspect Vendor's records during said thirty (30) day period. Termination by Vendor without required notice and consent shall be cause for default under this Agreement.

In the event of termination of this Agreement, all unused Benefit funds held by Vendor shall be returned to MaineHousing. Vendor shall not at any time transfer Benefit funds or credits to another vendor, to the accounts of other households, or to any other party other than MaineHousing.

8. SUSPENSION, BAR AND WATCH LIST

- A. Suspension by MaineHousing. MaineHousing shall have the right to suspend, in part or in whole, Vendor's performance under this Agreement if at any time MaineHousing, in its sole judgment, determines that such suspension is in MaineHousing's best interest. Any such suspension shall be effected by notice to the Vendor by MaineHousing specifying the extent performance under this Agreement is suspended and the date on which such suspension is effective.
- B. Bar. MaineHousing may bar the Vendor from participation in any other water/wastewater assistance programs administered by MaineHousing or its agents for the Vendor's failure to abide by the terms of this Agreement or for any malfeasance or misfeasance with respect to services under the Program.
- C. Watch List. In the event MaineHousing, in its sole judgment, determines based on Vendor's actions or omissions or other information obtained by MaineHousing directly or from any third party that such actions, omissions or other information raise issues concerning Vendor's continued ability to comply with the terms of this Agreement, or that Vendor's performance is out of compliance with the requirements of this Agreement, MaineHousing may, in its sole discretion, place Vendor on a "Watch List."

After placing Vendor on a Watch List, MaineHousing will schedule an audit of Vendor's performance under this Agreement at Vendor's premises, which audit will include, without limitation, a review of Program funds records and participating household accounts. At a minimum, Vendor shall remain on the Watch List pending action on the auditor's recommendation to MaineHousing's Director of Energy and Housing Services. Such recommendation may include, without limitation, taking any one or more of the following actions: maintaining Vendor's Watch List status; monitoring by MaineHousing of Vendor's performance under this Agreement at Vendor's location or elsewhere; providing guidance or other assistance to Vendor to address performance issues; implementing additional recordkeeping and reporting requirements; requiring Vendor to turn over to MaineHousing

Program funds paid to Vendor for credit to participating household accounts with Vendor; and issuing a deficiency notice to Vendor. For so long as Vendor remains on the Watch List, payment of Program funds will be made by MaineHousing to Vendor only after satisfactory proof of application of Benefit amounts to participating household accounts complying with the terms of this Agreement has been submitted to MaineHousing by Vendor on terms and conditions required by MaineHousing. Payment to Vendor will be processed in accordance with the normal Program payment cycle.

9. DEFAULT REMEDIES

In addition to the right to terminate this Agreement as provided herein and the other rights and remedies of MaineHousing provided in this Agreement, in the event of default by Vendor in the performance of one or more of its obligations under this Agreement, MaineHousing may withhold any further payments to Vendor, and/or offset any amounts owed to Vendor under this Agreement against any damages or costs incurred by MaineHousing as a result of Vendor's failure to perform its obligations under this Agreement, including but not limited to costs associated with procuring replacement services and attorneys' fees and legal costs.

10. CONFIDENTIAL INFORMATION

Vendor must comply with all applicable rules, laws or regulations that apply to Vendor regarding protecting confidential information/privacy of the customer.

Vendor, including its employees, officers, agents, contractors, subcontractors, and other representatives, shall keep confidential and shall not disclose, sell or transfer information, written or oral, acquired by any of them relating to this Agreement, including without limitation individual customer information of any household applying for or receiving Benefit funds hereunder, by MaineHousing, or by any third party concerning any such applicant or household.

All such information shall be confidential information under this Agreement without the need to specifically designate it as such. This provision shall survive the expiration or earlier termination of this Agreement.

Nothing in this section shall be construed to prohibit the disclosure of any information that the Vendor is required to disclose pursuant to applicable law. In the event Vendor receives a request for disclosure of confidential information and such disclosure is required by law, Vendor shall, upon receiving such request, immediately notify MaineHousing thereof. Vendor shall not disclose such information until it has consulted with MaineHousing after providing such notice.

11. INDEMNIFICATION

Vendor shall indemnify and hold MaineHousing and its commissioners, officers, employees and agents harmless from and against any and all claims, losses, damages, demands, suits, judgments or costs (including but not limited to attorneys' fees and legal costs) that may be incurred by MaineHousing arising out of or in any way related to the Vendor's breach of any of its obligations under this Agreement or action taken by MaineHousing to enforce or exercise its rights under this Agreement as a result of such breach.

Vendor does not herein waive any defenses, immunities and limits of liability available to it pursuant to the terms of any law, including but not limited to the Maine Tort Claims Act, 14 M.R.S.A. §§8101-8118.

The foregoing provisions shall survive the expiration or earlier termination of this Agreement.

12. PROHIBITED DISCRIMINATION

The Vendor agrees not to discriminate against any eligible household regarding the extension of credit or services, the price of water/wastewater or other services, the status of the household as either an owner or renter, or the terms or conditions of the delivery of such services solely on the basis of its participation in the Program.

Additionally, during the term of this Agreement, Vendor shall not discriminate in any manner against any person because of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability, familial status, or receipt of public assistance. Such prohibition against discrimination shall include, but not be limited to, all actions relating to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.

13. COMPLIANCE WITH LAWS

Vendor warrants and represents that it shall comply with the Maine Housing Authorities Act, 30-A M.R.S.A. §4701, et seq.; the federal law and regulations that govern the LIHWAP program; the MEWAP Guide; the Certifications set forth in **Appendix A** and **Appendix B** attached hereto and made a part hereof and executed by Vendor; and any other applicable provision of federal or Maine law.

14. ENTIRE AGREEMENT AND SEVERABILITY

This Agreement constitutes the entire agreement between MaineHousing and Vendor and supersedes any other contract, arrangement or understanding, written or oral, by and between the Vendor and MaineHousing for the services described herein for the term hereof. If any court determines that any provision of this Agreement is unenforceable, invalid or void, all other provisions of this Agreement not included in the court's determination shall remain in full force and effect, and both the Vendor and MaineHousing shall continue to be bound by them. Section and subsection headings in this Agreement have no legal significance and are only for convenient reference.

15. INDEPENDENT CONTRACTOR

It is understood and agreed by the parties hereto that Vendor is acting in an independent capacity, as an independent contractor, in the performance of this Agreement, and not as an officer, agent or employee of MaineHousing.

16. ASSIGNMENT

Vendor shall not assign or otherwise transfer this Agreement or any of its rights or obligations hereunder without the express prior written consent of MaineHousing, which consent, if given, may include conditions that MaineHousing, in its sole judgment, determines are appropriate or necessary. Any such assignment or other similar action taken by Vendor without such prior written consent shall be null and void and shall not release Vendor from its obligations, responsibility and liability under this Agreement.

Vendor agrees that it shall not at any time transfer Benefit funds or credits to any other water or wastewater provider, whether or not the provider has entered into a similar agreement with MaineHousing, or to any other party other than MaineHousing. Vendor shall return all unused Benefit funds held by Vendor for the accounts of eligible households to MaineHousing.

17. AMENDMENTS

The provisions of this Agreement may be amended only by mutual agreement of the parties hereto expressed in writing and signed by the parties.

18. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Maine and applicable federal law (excluding choice of law rules) both as to interpretation and performance.

19. AGREEMENT ADMINISTRATOR; NOTICES

MaineHousing's Director of Energy and Housing Services, or any other person designated in writing by same, shall be MaineHousing's contact and administrator ("Agreement Administrator") with regard to the Agreement. Vendor shall complete the section below as to its designated Agreement Administrator.

Any notice required or permitted under this Agreement shall be in writing and delivered in person, by fax, by e-mail, by postage prepaid registered or certified mail, return receipt requested, or by overnight United States mail or overnight commercial delivery service to the addresses set forth below.

To MaineHousing:

Maine State Housing Authority
Attn: Director, Energy and Housing Services
26 Edison Drive
Augusta, ME 04330
Tel: (207) 626-4600
Fax: (207) 624-5780
Email: water@mainehousing.org

To Vendor:

Company name: _____
Contact name/title: _____

Street address: _____
City, State, Zip: _____
Tel: _____ Fax: _____
Email: _____

20. WAIVER

MaineHousing's failure to enforce any provision of this Agreement or to exercise any right or seek any remedy against the Vendor for default of this Agreement, or MaineHousing's acceptance of any performance by the Vendor under this Agreement during any such default, shall not be deemed to constitute a waiver of any rights, causes of action, or remedies available to MaineHousing under this Agreement, at law or in equity, and MaineHousing shall fully retain all such rights, causes of action and remedies.

21. AUTHORIZED SIGNATURE

The undersigned representative of Vendor hereby warrants and represents that he/she is an officer of Vendor, or if Vendor is owned by a single person, is the owner of Vendor, and has the authority to execute this Agreement on behalf of the Vendor and that the Vendor shall be bound by his/her action.

22. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one agreement binding on all of the parties hereto, notwithstanding that all of the parties shall not have signed the same counterpart. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

IN WITNESS WHEREOF, the Parties, by their respective representatives duly authorized, have executed this Agreement, as of the Effective Date referenced herein.

MAINE STATE HOUSING AUTHORITY

Date: _____

Print Name: _____

Its _____

**REMAINDER OF PAGE IS BLANK
SIGNATURES CONTINUE ON FOLLOWING PAGE**

_____ (Vendor Name)

Date: _____

Print Name: _____

Title (if applicable): _____

Please note that Appendices A and B also require signature on behalf of Vendor.

APPENDIX A TO UTILITY PROVIDER VENDOR AGREEMENT
Certification Regarding Debarment & Suspension
and Other Responsibility Matters

In accordance with the Executive Order 12549, the prospective primary participant certifies to the best of his/her knowledge and belief, that its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification.
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause of default.
- e. Acknowledge that all sub-contractors selected for this project must be in compliance with paragraphs a – d of this certification.

_____ (Vendor Name)

Date: _____

Print Name: _____

Title (if applicable): _____

OR:

☐

I am unable to certify to the above statements. My explanation is attached.

APPENDIX B TO UTILITY PROVIDER VENDOR AGREEMENT

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreement

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally-appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, member of Congress, officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence officer or employee of any agency or member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with this commitment providing for funding, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

_____ (Vendor Name)

Date: _____

Print Name: _____

Title (if applicable): _____

DATE:

Attn: Vendors/Employees

With your permission, we will send payments owed to you directly to a bank account of your choice. You will also be notified via email of the payment, the account in which your payment was deposited and the date the payment was sent.

In order to participate in this process, please indicate by providing the following information, selecting the appropriate box, and signing below. If you do not wish to participate in our electronic payment option, please select 'I do not wish to participate' and sign below.

Please return this form to Jennifer Reitze, in Accounts Payable. jreitze@mainehousing.org

VENDOR OR EMPLOYEE NAME:

BANK NAME:

TYPE OF ACCOUNT:

CHECKING ACCOUNT ☐

SAVINGS ACCOUNT ☐

NAME ON BANK ACCOUNT:

BANK ABA/ROUTING NUMBER:

ACCOUNT NUMBER:

NAME OF PERSON TO RECEIVE PAYMENT NOTIFICATION:

EMAIL ADDRESS:

PHONE NUMBER:

☐

I WISH TO PARTICIPATE

☐

I DO NOT WISH TO PARTICIPATE

SIGNATURE

TITLE

DATE

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

| | |
|---|---|
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | |
| 2 Business name/disregarded entity name, if different from above | |
| 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small> |
| 5 Address (number, street, and apt. or suite no.) See instructions. | Requester's name and address (optional) |
| 6 City, state, and ZIP code | |
| 7 List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

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

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

| | | | | | | | | | |
|--------------------------------|--|--|--|---|--|--|--|---|--|
| Social security number | | | | | | | | | |
| | | | | - | | | | - | |
| or | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| | | | | - | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

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

| IF the entity/person on line 1 is a(n) . . . | THEN check the box for . . . |
|--|---|
| • Corporation | Corporation |
| • Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes. | Individual/sole proprietor or single-member LLC |
| • LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. | Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation) |
| • Partnership | Partnership |
| • Trust/estate | Trust/estate |

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 5 ² |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|--|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) other than an account maintained by an FFI | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Two or more U.S. persons (joint account maintained by an FFI) | Each holder of the account |
| 4. Custodial account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 5. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee ¹ |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner ¹ |
| 6. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor [*] |
| For this type of account: | Give name and EIN of: |
| 8. Disregarded entity not owned by an individual | The owner |
| 9. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 10. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 11. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 12. Partnership or multi-member LLC | The partnership |
| 13. A broker or registered nominee | The broker or nominee |

| For this type of account: | Give name and EIN of: |
|---|-----------------------|
| 14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)) | The trust |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/identitytheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

ORDER #253-2022

PROVIDING FOR: Approval of Municipal Release Deed (Bouchard).

IT IS ORDERED that a Municipal Release Deed is approved for Peggy Bouchard, for property located at 41 Colony Place, Millinocket, Maine, as shown on Map U08 Lot 068, as all outstanding taxes, interest, and fees totaling \$5,168.56 have been paid as of August 31, 2022.

IT IS FURTHER ORDERED that the Town Manager is authorized to execute and file all the necessary paperwork, including signing a municipal release deed to complete the sale of the property referenced above.

PASSED BY THE COUNCIL: _____

ATTEST: _____



Millinocket

Maine's Biggest

Town of Millinocket

----- Receipt -----

August 31, 2022

Ms. Peggy Bouchard
41 Colony Place
Millinocket, ME 04462

Dear Peggy,

Your property on 41 Colony Place has been acquired through the foreclosure process by the Town of Millinocket for an unpaid sewer lien and other related costs. The Town will afford you one last opportunity to retain your property, which will require payment of what is owed in full. Below details the total amount currently due on your property:

| | |
|--|-----------------|
| Property Taxes and Related Costs FY21-22 | \$2,624.48 |
| Sewer Fees and Related Costs | 1,544.08 |
| Administration Fee | <u>1,000.00</u> |
| Total Due | \$5,168.56 ✓ |

Payment in full must be made to the Town for this property by September 30, 2022 with a money order or certified check made payable to Treasurer, Town of Millinocket. Credit or debit card payments are also accepted, but there will be a fee charged to the card by the service provider. Payment by check can be made at the Town Office or by Mail to the above address. Payment by credit card can be made on the phone with the Town Office or online, please see the Town's website www.millinocket.org for further instructions.

Also attached is a Notice to Vacate should you decide not to repurchase the property. We would then request you turn your keys to the Town Office at 197 Penobscot Avenue.

Please call if you have any questions.

Respectfully,

Peter Jamieson
Town Manager

09/27/22 2:13 PM ID:DMC 13800-1
TYPE----- REF--- AMOUNT
BD CHECK & WASH A 000-000
AMOUNT DATED AS OF 8/31/2022
WASH ACCOUNT \$,168.56
Total: \$,168.56
Paid By: BOUCHARD, PEGGY- BUBACK/41 COL
Remaining Balance: 0.00
Thank You
Check : \$,168.56
0501 - \$,168.56

ORDER #254-2022

PROVIDING FOR: Approval of Lease Agreement – A. Cesare, d/b/a West Branch Aviation

IT IS ORDERED that the Millinocket Town Council approves the lease agreement between the Town of Millinocket and Anthony D. Cesare, d/b/a West Branch Aviation commencing on November 1, 2022 and ending on October 31, 2025.

NOTE: A copy of the lease is attached to this order.

PASSED BY THE COUNCIL: _____

ATTEST: _____

**AGREEMENT TO PROVIDE FOR LEASE OF SPACE AT MILLINOCKET
MUNICIPAL AIRPORT BY THE TOWN OF MILLINOCKET, MAINE TO
ANTHONY D. CESARE D/B/A WEST BRANCH AVIATION LLC**

November 1, 2022

THIS AGREEMENT is made and entered by and between the **Town of Millinocket**, Penobscot County, State of Maine, its successors and/or assigns, hereinafter referred to as the **LESSOR** or **TOWN**, and **Anthony D Cesare**, d/b/a West Branch Aviation, P.O. Box 53, Millinocket, ME 04462, hereinafter referred to as the **LESSEE**.

WITNESSETH:

WHEREAS, the Lessor is the owner of the Millinocket Municipal Airport, so-called; and,

WHEREAS, the Lessor is desirous of leasing certain facilities situated at said Airport so that the facilities to be leased will be utilized for the best interest of the people of the Town of Millinocket; and,

WHEREAS, the Lessee has agreed to lease said facilities in order to create business opportunities for himself, and to enhance the services available at the Airport;

NOW, THEREFORE, in consideration of these mutual covenants and agreements as hereinafter set forth, it is mutually agreed by and between the parties hereto as follows:

1. **FACILITIES.** The Lessor does hereby let, lease, and demise unto the Lessee a hangar formerly known as GNP Hangar (the Hangar) and the Jet Fuel System. These facilities shall be surrendered to the Lessor at the expiration of this lease in as good condition as they were at the time they were turned over to the Lessee, reasonable wear and tear excepted. The Lessor does not hereby lease the runways or its taxiway(s), but does retain control and responsibility for the repair and maintenance of same. Except for a default of this agreement by the Lessee or mutual written consent between the parties to alter this agreement, the facilities described above shall be solely operated and occupied by the Lessee.
2. **SUB-LEASES.** The Lessee shall not sub-lease any part of the hangar to any other party, without permission of the Lessor.
3. **TERM.** This Agreement shall commence on November 1, 2022 and end on October 31, 2025. The agreement may be extended by the mutual written consent of the parties. Either party, however, may terminate this agreement upon ninety (90) days written notice sent by Certified Mail for just cause.
4. **LEASE FEES AND OTHER EXPENSES.** Beginning on November 1, 2022, the following lease fees or arrangements shall be in effect:

A. Hangar Lease. The lease fee for the Hangar shall be Two Hundred Ninety Dollars and No Cents (\$290.00) per month less any leasehold improvement credits as outlined in Appendix A, commencing on November 1, 2022 for a period of Thirty Six (36) months with the last payment due on October 1, 2025.

B. Jet Fuel System. The Lessee in lieu of a cash lease payment to the Lessor, shall maintain the Jet Fuel System in good working order and cover any and all maintenance expenses (i.e., filters, minor repairs, etc.) Any major repairs classified as "major" by the Lessor and Lessee shall remain the responsibility of the Lessor.

C. Lease Renewal. If both parties agree, a new Lease may be negotiated between the parties and said negotiations should begin no later than September 1, 2025. Failure to successfully negotiate an new lease that would be effective on November 1, 2025 will result in a month-to-month tenancy with a thirty (30) day notice-to-vacate by the lessor or the lessee and said notice-to-vacate may be for or without cause. The monthly rent payment will increase to Four Hundred Thirty Five Dollars and No Cents (\$435.00) per month as of November 1, 2025 if no lease is in place. In no event will the Lessee occupy the Hangar past March 1, 2026 without a lease agreement in place.

D. Utilities. The Lessee shall be responsible for all utility costs of the facilities covered by this agreement.

5. LEASE-HOLD IMPROVEMENTS. Lessee may make improvements to the facilities covered under this agreement, with the approval of Lessor. Such qualifying improvements shall accrue to the benefit of the Lessor upon termination of this lease agreement. For the purpose of this agreement, a qualifying improvement is a significant upgrade, renovation, or construction to any of the facilities covered under this agreement that is generally of a capital nature. Examples include, but are not limited to, installation of a new lighting system, renovation of an office or building, construction of a bathroom, or similar type of investment. Investments in normal repairs and maintenance or other minor investments shall not be considered as qualifying improvements. Qualifying improvements made by the Lessee shall, with the approval of the Town, be deducted from the actual lease payments due to the Lessor at a level of up to One Hundred Dollars and No Cents (\$100.00) per month. The minimum lease-hold improvement must be at least \$2,400.00. The maximum investment to still receive a reimbursement benefit shall be capped at \$24,000.00. Further information on the investment and reimbursement amounts available under this Section may be found in Appendix A of this lease. Should the Lessee vacate the premises for any reason prior to attaining the maximum lease-hold improvement benefit from the Town to which he would otherwise be entitled, no further reimbursements shall be made to the Lessee.

A. A leasehold improvement will be eligible for the start of Lessor reimbursement when the project is deemed 100% complete by the Lessor and Lessee, beginning on the first day of the month after such project is deemed to be completed.

6. **DISCONTINUANCE OF OPERATIONS.** In the event the operation of the Millinocket Municipal Airport by the Town of Millinocket is discontinued as an airport, this lease shall become void. Such action may be taken without penalty to the Town with less than ninety (90) days notice to the Lessee. The Lessee will be entitled to the same leasehold reimbursement level as described in Section 6.
7. **NATIONAL EMERGENCY.** During time of war or national emergency, the Lessor shall have the right to lease any and all parts of the airport to the United States government for military and naval use and, if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the government, shall be suspended.
8. **SUBORDINATION.** This lease shall be subordinate to any provisions of any existing or future agreement between the Lessor, the State of Maine, and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds.
9. **NON-EXCLUSIVITY AND RIGHTS OF OWNER.** It is clearly understood by the Lessee that no right or privilege has been granted which would serve to prevent or prohibit any person, firm, or corporation operating aircraft at the airport from performing such service on its own aircraft (including, but not limited to, maintenance and repair) that it may choose to perform provided such performances or services are conducted in accordance with local, state, and federal laws, regulations, and ordinances, if any. In accordance with FAA regulations (Section 308A Federal Aviation Act or its successor), it is understood that nothing herein contained should be construed to grant or authorize exclusive right. Others may be granted a lease or concession by the Lessor. The Lessor retains the right to approve any or all business activities at the airport on property owned by the Lessor.
10. **MAINTENANCE.** Lessee shall maintain the leased premises in good order. Maintenance activities shall include, but not be limited to, mowing and trimming of any grass areas around the leased areas; providing snow removal and ice control from walkways, doors, and other areas not accessible to Lessor machinery; replacing lights; repairing minor items and "day-to-day" items as necessary; etc. The Lessor shall maintain responsibility for major repairs and maintenance items.
11. **INDEMNIFICATION.** The Lessee shall carry appropriate liability insurance, hangar keeper's insurance, and product liability insurance (and others as necessary) and hold the Lessor harmless for any damages or injuries resulting from any acts of negligence on the part of the Lessee, and the Lessee shall in no way be liable for any damages resulting from any acts or negligence on the part of the Lessor. The Lessee shall maintain sufficient liability insurance to satisfy its operation of the facilities subject to this agreement. The Lessee shall furnish proof of insurance to the Lessor at the start of the agreement period and shall carry it in force throughout the period of this agreement. The Lessor shall be

named as an "added insured" and indemnified from any responsibility for the Lessee's actions or inactions.

- 12. LESSEE RESPONSIBILITIES.** Lessee shall furnish heat, lights, septic system/wastewater, and water for the facilities under his control, as and if applicable. Lessee shall maintain the interior of the Hangar in good, safe, and sanitary order, condition, and repair. Lessee shall be responsible for ordinary maintenance of the water service and septic system and the like within the leased facilities and to provide janitorial service and supplies at its own expense, as and if applicable.
- 13. PUBLIC BENEFIT.** Lessee agrees to operate the premises leased for the use and benefit of the public; to furnish good, prompt, and efficient services adequate to meet all of the demands for its services at the airport; to furnish said services in a reasonable, just, and non-discriminatory basis to all users for each unit of sale or service, except that the Lessee may be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions based on volume of purchases. Prices for supplies and services shall be clearly posted inside the Terminal Building and other places deemed desirable. All services by Lessee will be provided on a fair and equal basis without undue prejudice against any person or class of persons by reasons of race, color, sex, physical or mental handicap, religion, age, ancestry or national origin, or any other perceived classification under state or federal law.
- 14. USE OF SPACE.** The facilities leased under this agreement are primarily for aviation-related uses only. Lessee may also rent aircraft storage space as an allowable aviation-related use. Any other proposed deviation of use under this agreement must be pre-approved by the Lessor. Approval of any such alternative use(s) may also result in a re-negotiation of this lease agreement at the discretion of the Lessor.
- 15. RENOVATIONS.** The Lessee may attach and erect additional fixtures in said facilities and minor alterations not otherwise classified as "lease-hold" improvements shall remain the property of the Lessee and may be removed therefrom by the Lessee at any time, except the fixtures that cannot be removed without injury to the premises or otherwise constitute "lease-hold" improvements. The Lessee, to the satisfaction of the Lessor, shall repair any damages incurred to the property due to the Lessee's fixtures being removed. The Lessee shall make no major alterations to the said premises without prior written approval of the Lessor.
- 16. INSPECTIONS.** The Lessee shall permit the Lessor and its agents to enter into and upon said premises during normal business hours for the purpose of inspecting the same for the purpose of maintaining, repairing, altering, or adding to the facilities, including the erection and maintenance of such scaffolding, canopies, fences, and props as may be required. Lessor will give the Lessee at least 24 hours prior notice of such visits, unless an emergency exists.
- 17. NON-DISCRIMINATION.** No person in the United States shall, on the grounds of race, color, creed, national origin, or other protected group, be excluded from participation in, be denied the benefits of, or be otherwise subjected to

discrimination under any program or activity receiving federal financial assistance from the Department of Transportation.

- 18. USE OF PROPERTY.** The Lessee agrees to maintain the Lessor's furnishings in good repair.
- 19. ASSIGNABILITY.** The Lessee shall not assign this agreement or any part thereof in any event and shall not rent or sublet the demised premises or the services required in this agreement or any part thereof other than those areas or items heretofore mentioned without the written consent of the Lessor or as otherwise provided in this agreement.
- 20. TERMINATION.** Except for just cause, this agreement shall, upon mutual agreement between the said Lessor or the said Lessee, their successors and assigns, be terminated upon written notice delivered to the other party, such termination to be effective ninety (90) days from the date of such said notice. In the event the Lessee shall be liable for the payment or performance of any municipal obligations incurred in connection with the airport obligation or construction, Lessor shall not terminate this lease except by also indemnifying the Lessee against any further such liability, unless the termination is for just cause due to the negligence or wrongful act(s) of the Lessee in which case any monies due the Lessor shall become immediately due and payable. In the event of a termination of this agreement, the Lessor shall be paid any sums due by the Lessee for any loans or other financial assistance granted, but unpaid, by the Lessee to the Lessor.
- 21. JUST CAUSE.** Just Cause, as contemplated in this agreement, means the negligent or willful disregard of the interests of the Lessor by the Lessee and may include, but not be limited to, the following:
 - A.** Violation of any law, ordinance of the Town, or statute.
 - B.** Failure to make timely payments to the Lessor on obligations owed.
 - C.** Willful and intentional damage by the Lessee to property owned by the Lessor.
 - D.** Non-performance of the terms of the lease agreement.
 - E.** Abandonment or non-use of the leased facilities.
- 22. LESSOR CONTACT.** Except as otherwise found to be necessary by the Lessor, the Lessee shall work with the Lessor's Airport Manager as his point of contact with the Lessor.
- 23. AMENDMENT.** This agreement may be amended, extended, or otherwise changed at any time upon the mutual written consent of the parties.
- 24. SEVERABILITY.** Should any clause or condition of this agreement be found invalid, such invalidity shall not void the remainder of the agreement.
- 25. ENTIRE AGREEMENT.** The above recitations represent the entire agreement between the parties.

FOR THE LESSOR:

FOR THE LESSEE:

Peter Jamieson, Town Manager

Anthony D. Cesare, WBA LLC

Date: _____

Date: _____

**APPENDIX A: CALCULATION OF LEASE-HOLD IMPROVEMENTS
REIMBURSEMENTS**

The following chart will serve as a guideline for demonstrating the amount of reimbursement that may be available from the Town for lease-hold improvements made by the Lessee. Specific calculations will be made for each such improvement project. All such improvements will be calculated on the actual cash investment made and will not include in-kind or unpaid labor contributed to such projects. The minimum investment is \$2,400.00.

| IMPROVEMENT COST | MAXIMUM REIMBURSEMENT | MAXIMUM MONTHLY REIMBURSEMENT | MAXIMUM MONTHS |
|-----------------------------|----------------------------------|--|---------------------------|
| \$2,400.00 | \$1,200.00 | \$100.00 | 12 |
| \$4,800.00 | \$2,400.00 | \$100.00 | 24 |
| \$7,200.00 | \$3,600.00 | \$100.00 | 36 |
| \$14,400.00 | \$7,200.00 | \$100.00 | 72 |
| \$20,400.00 | \$10,200.00 | \$100.00 | 102 |
| \$24,000.00 | \$12,000.00 | \$100.00 | 120 |

ORDER #255-2022

PROVIDING FOR: Approval to Seek Bids for Real Estate Agent Representation.

IT IS ORDERED: The Millinocket Town Council authorizes the Town Manager to seek proposals for real estate agent representation to act on behalf of the Town regarding development opportunities.

Passed by Council: _____

Attest: _____

ORDER #256-2022

PROVIDING FOR: Approval of Donation to Veteran's Memorial Park
Fundraiser

IT IS ORDERED that the Millinocket Town Council approves a donation of \$700
to the Veteran's memorial Park Fundraiser from the unassigned fund balance.

Note: this amount would complete the fundraising effort for the additional stones
with names .

PASSED BY THE COUNCIL: _____

ATTEST: _____

ORDER #257-2022


PROVIDING FOR: Approval to Seek Bids for Dog Park Fencing.

WHEREAS: The Sustainability Committee, with outreach and support from community members, has discussed the creation of a dog park in Millinocket, identifying a portion of the Carmen Brigalli Memorial Playground in the Little Italy as an ideal location.

IT IS ORDERED: The Millinocket Town Council authorizes the Town Manager to seek bids for installing the additional fencing required to create the proposed dog park.

Passed by Council: _____

Attest: _____



An aerial photograph of a park area. A yellow line outlines a playground area at the top, containing a circular structure and a green tree icon. A blue line outlines a dog park area at the bottom. A red line segment connects the two areas, with a red arrow pointing to it and the text '~ 140 ft.' indicating its length. A small red square is located at the intersection of the yellow and blue lines. The background shows trees, a path, and some buildings.

Carmen Brigalli
Memorial Playground

PLAYGROUND

DOG PARK

New Fence

Existing Fence

Existing Fence

~ 140 ft.

ORDER #258-2022

PROVIDING FOR Approval to Expend \$615.00 From the Events Budget

WHEREAS The Events Committee would like to host a movie night in Veterans Park and needs \$465 to pay for the rights to show the film, and;

WHEREAS The Events Committee would like to spend \$150 to purchase an FM Transmitter to transmit audio to vehicles in attendance for this event and many more in years to come;

IT IS THEREFORE NOW ORDERED that the Town Manager and Treasurer has permission to expend \$615 from the Events Expense Budget account #E1106-7012 to purchase the sound broadcasting system and rights to show the film for the movie night.

Passed by the Council _____

Attest: _____

Recommendation to the Millinocket Town Council

Halloween Movie Night in Veterans Park!



Millinocket

Maine's Biggest Small Town

Events Committee

October 7th 2022

1. Committee Name:

- a. Events Committee

2. Summary of Recommendation:

- a. The Events Committee recommends that the Millinocket Town Council pass the attached order to expend \$XXX from the Events Committee budget to purchase the rights to Hocus Pocus to show in Veterans Park for a family friendly Halloween movie night!

3. All Meeting Dates the Particular Issue was Discussed:

10/07/2022, and multiple correspondences over email and phone also briefly mentioned in July's meeting

4. Public Input Presented from the Community

- a. In favor

5. Vote from the Committee

- a. 4-0-2 Missing: Manager, Kitty St. John, Elissa was not present during the meeting but did vote in favor after the meeting.

Project Background

ORIGINS

The Events Committee has wanted to expand fall and winter events. We as a committee feel that this movie night is a great and inexpensive way too bring the community together. If this event turns out well there is discussion on hosting movie nights for Thanksgiving, Christmas, and possibly Valentines Day.

NEXT STEPS

The Events Committee will have Design Lab create a digital advertisement and grey scale flyer to give to kids and notify the school of the event. The Events Committee will also be reaching out to the local High School classes to see if any classes would like to have a booth for donations similar to the ones at the football games.

ORDER #259-2022

PROVIDING FOR: Authorization of Real Estate Purchase

WHEREAS the Sustainability Committee has identified the need for a new fire station building for the Town and thoroughly examined potential sites for the development of a new fire station building, and;

WHEREAS the Elks of Millinocket have agreed upon a sale price of \$260,000 for the approximately 112 acres of land, referred to as Map R05 Lot 011 on the tax map, and;

WHEREAS the Town of Millinocket via the Sustainability Committee conducted a site analysis through Rasor LLC, a Maine-based architecture firm, and found the site to be suitable for the purposes described herein and attached, and;

WHEREAS the Town has explored multiple avenues of financing the purchase of real estate and Bangor Savings Bank provided the best loan option;

IT IS THEREFORE ORDERED that the Town Council accepts the purchase price of \$260,000 and authorizes the Town Manager to secure financing via Bangor Savings Bank at a 10-year term with an interest rate of ____%

PASSED BY THE COUNCIL: _____

ATTEST: _____

Recommendation to the Millinocket Town Council

ACQUISITION OF REAL ESTATE

—

Sustainability Committee

Oct 3, 2022

Contents

Cover Page (pg. 2)

RFP Bid Selection Background (pg. 3)

Recommended Order (pg. 5)

Cover Page

1. Committee Name

- a. Sustainability Committee

2. Summary of Recommendation

- a. The Sustainability Committee recommends that the Millinocket Town Council pass the Order included in this document to accept the purchase price of \$260,000 for approximately 112 acres of land currently owned by the Elks club of Millinocket for the development of a new fire station and to retain the ability to further develop the site for future needs and/or revenue.

3. All Meeting Dates the Particular Issue was Discussed

- a. 08/14/2020, 10/27/2020, 11/19/2020, 12/02/2020, 2/17/2021, 3/11/2021, 8/18/2021, 11/10/2021, 1/25/2022, 2/14/2022, 3/18/2022, 4/22/2022, 10/3/2022

4. Public Input Presented from the Community

- a. All in favor.

5. Vote from the Committee

- a. Unanimously approved

Background

The existing fire station building was built in the 1930's and has limited capacity to handle the modern equipment required for an efficient and safe operation. In addition, the building requires significant repairs and does not comply with federal codes/standards. The need for a new fire station has been clearly demonstrated and discussed for over one year within the Sustainability Committee, as has the exploration of potential sites to build a new station that would be appropriately accessible and allow for potential future expansion.

The land owned by the Elks on Central Street has been chosen as the most appropriate site as it serves multiple functions: on a major artery in/out of town, has an excess of land for training and/or expansion, has ample space to maneuver engines and other equipment, and can directly respond to airport operations should the need arise. The site also will allow for the development of Central Street frontage land and offer the Town the ability to subdivide lots on the interior of the property for development, which could both generate revenue and increase the tax base.

Recommended Order

PROVIDING FOR: AUTHORIZATION OF REAL ESTATE PURCHASE

WHEREAS the Sustainability Committee has identified the need for a new fire station building for the Town and thoroughly examined potential sites for the development of a new fire station building, and;

WHEREAS the Elks of Millinocket have agreed upon a sale price of \$260,000 for the approximately 112 acres of land, referred to as lot ____ on tax map ____, and;

WHEREAS the Town of Millinocket via the Sustainability Committee conducted a site analysis through Rasor LLC, a Maine-based architecture firm, and found the site to be suitable for the purposes described herein and attached, and;

WHEREAS the Town has explored multiple avenues of financing the purchase of real estate and Bangor Savings Bank provided the best loan option;

IT IS THEREFORE ORDERED that the Town Council accepts the purchase price of \$260,000 and authorizes the Town Manager to secure financing via Bangor Savings Bank at a 10-year term with an interest rate of ____%