



**TENTATIVE AGENDA
REGULAR TOWN COUNCIL MEETING
& PUBLIC HEARING in COUNCIL CHAMBERS and via Zoom
Thursday, October 27, 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 25, 2022, Regular Town Council Meeting.
5. Special Presentations: 1) Jason Bird - Penquis Housing Development
 2) Diana Furukawa – Millinocket Memorial Library Quarterly Update
6. ORDINANCE #2-2022 **Public Hearing** – 2nd Reading – Amendment to Chapter 75, General Assistance
7. ORDINANCE #3-2022 **Public Hearing** – 1st Reading – Amendment to Chapter 125, Zoning

Unfinished Business: n/a

New Business:

8. ORDER #264-2022 Execution of the Town Warrant for October 27, 2022
9. ORDER #265-2022 Execution of the Wastewater Warrant for October 27, 2022
1. ORDER #266-2022 Date, Time, Place and Warden for the November 8, 2022, General/Municipal Election
2. ORDER #267-2022 Absentee Ballot Processing for the November 8, 2022, General/Municipal Election
3. ORDER #268-2022 Registrar Office Hours
4. ORDER #269-2022 Approval of Fuel Bid Award
5. ORDER #270-2022 Approval of Snowmobile Trail Maintenance Application to the Maine Department of Conservation
6. ORDER #271-2022 Approval for Extension of Agreement – BD Solar Millinocket LLC
7. ORDER #272-2022 Approval to Enter into an Agreement – Cable Television Franchise Agreement
8. ORDER #273-2022 Approval for the Town Manager to Execute an Ambulance Collection Agency Agreement

. ORDER #274-2022 Authorization to Expend ARPA Funds – Creation of Dog Park

0. Reports and Communications:

- a. Warrant Committee for the November 14, 2022, Council Meeting will be Councilor Madore and Councilor McEwen
- b. Chair's Committees Reports
- c. Two Minute Public Comment

1. 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/j/82058394915>

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 25, 2022

The Regular meeting of the Millinocket Town Council was brought to order in Council Chambers by Town Clerk Diana Lakeman at 5:30 pm.

Roll Call:

Town Council Members Present:

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

Also present: Town Manager Peter Jamieson via Zoom, Town Clerk Diana M. Lakeman, Fire Chief Tom Malcolm, Public Works Director Ralph Soucier, GA/Personnel Lori Santerre via Zoom, Airport Director Campbell, 2 Pir2Peer Presenters, Media Brian Brown, 4 in person public attendance and 5 in Zoom public.

Pledge of Allegiance –

Adjustments to the Agenda – Remove Special Presentation B) MRC.

Approval of the Minutes: August 18, 2022, Special Meeting.

Motion- Bragdon Second- Madore Vote 7-0

Council Comment: none

Public Comment: none

Special Presentation: a) Michelle Anderson and Ginger Collins, Pir2Peer representatives – Presentation informing of organization relocation necessary due to the lack of available space in the current location and increase in volume of interest and cliental noting outcome with many success stories, current location will close September 18th with intentions to finalize the move to the Two Rivers Canoe Building in Medway, thankful for grant funding, acknowledges Millinocket for the start of business and allowing growth with programs available to the tri-town area and committed persistence and assistance with recovery, informs the new business location will continue offering its many services in recovery efforts including food contributions and transportation with anticipation for tri town community involvement with all efforts to transport clients, notes they looked at local options for growth noting none seemed suitable financially, invites all to visit new location with anticipation to host events; submitted flyer informing of move date with location.

Council Comments: Chair Golieb expresses appreciation for their committed services to the community with request that updates continue to the Council for involvement.

Councilor Danforth thanks the personnel for their persistence noting the success is a great description of all the hard work, appreciates updates with financing for transportation program; Michelle shares vision with hopes for 2nd vans for more shuttle transport; Councilor Danforth requests keeping the council abreast of updates.

*TM Jamieson wishes best of luck in new location with anticipation for more success with expansion and involvement.

Chair Golieb acknowledged Councilor Madore and Bragdon for stepping in as chair Pro Tem in his absence.

Public Comment: none

NEW BUSINESS:

Town Manager's Report – 8/25/2022

MTCMA Convention Panel: Stemming from positive discussions and networking at my recent Maine Town and City Manager's Association conference, I have been asked to participate in a panel discussion during a session at the upcoming MTCMA Convention in Bangor in October.

The topic will be "Recruiting and Retaining Younger Municipal Workers".

I will be joined on the panel by Bangor's Assistant City Manager, Courtney O'Donnell, who is a local graduate of Schenck High School and graduated around the same time I did from Stearns.

Peter Osborn, another local East Millinocket graduate in the same class is arranging this in his programming and education position with Maine Municipal Association. It's a small world after all!

Congressionally Directed Spending: We have unfortunately received the news recently that our CDS funding applications for both the Airport Terminal Construction and Downtown Revitalization projects did not make the final draft of the spending bill.

These projects were initially supported by both Senators King and Collins, but ultimately were removed by the committee before determining a final draft.

We have been assured by Edie Smith and Adam Lochman from Senator King's office that they will work with me and our Community Initiatives Director to explore other funding opportunities for these projects. More to come!

Employee Appreciation BBQ: On Wednesday the 31st, we will be having an end of summer employee appreciation BBQ get together at the airport. We are arranging for the Town Office to close at noon that day and for Public Works to break for the afternoon to join us. We purposely scheduled the BBQ on a Wednesday as not to impede on the most important operation, the Transfer Site. We are excited for the opportunity to eat well together and get some time to socialize after a while few months.

My wife, Stephanie, and I have committed to provide all meats and buns for this BBQ out of our own appreciation for my amazing and supportive team.

Social Media Policy: Given recent events related to our Facebook page, I am providing a refresher on the Town's social media policy. We will be enforcing this more stringently that it has been in the past. This page is no place for bullying, harassment, or unnecessary arguments. This policy was adopted/updated by the Town Council on August 8th, 2019.

Town of Millinocket Social Media policy: The following are guidelines for Town of Millinocket employees, Town Council members, and external contractors who participate and/or represent Millinocket on official town social media pages. Social media includes blogs and other websites, including Facebook, LinkedIn, Pinterest, Instagram, Twitter, YouTube or others. These guidelines apply when employees, elected officials and contractors are posting to/commenting on official Town of Millinocket pages. Follow all applicable Town of Millinocket privacy policies. Posts and/or comments must not share confidential or proprietary information about the Town of Millinocket and citizen's privacy must be maintained. All social media posts must support the public outreach, communication, and marketing goals of the Town of Millinocket. All posts and comments must be factual, timely and accurate. Public comments, including derogatory or offensive comments about another individual or group; comments that contains vulgar, profane, abusive, racist or hateful language, epithets, slurs, or is an inflammatory attack of a personal, racial or religious nature; is defamatory, threatening, disparaging, grossly inflammatory, contains gross exaggeration or unsubstantiated claims, violates the privacy rights of any third party; or is unreasonably harmful or offensive to any individual or community will be hidden or deleted. The Town reserves the right to ban a user if the user posts two or more of the above-described comments. Town of Millinocket reserves the right to use employee names in public posts unless a direct request is made to HR that their name not be used in any public relations. All posts and comments must be professional and show good judgment; errors, omissions or unprofessional language or behavior reflect poorly on the Town of Millinocket. All posts must respectful and professional. The Town of Millinocket will not endorse or promote people, products, services, businesses, and organizations unaffiliated with the Town of Millinocket.

Respectfully Submitted, Peter Jamieson, Town Manager.

Updates: provides updates on nomination paper statuses of taken and returned to date; addresses concerns of social media policy pertaining to #4 and his intention to uphold going forward; informs PTO School Supplies event went well noting leftover supplies will be available for students at the Millinocket Library;

Notice of School Budget Adoption Public Hearing for 8/30/2022; informs the Recreation's Free rental skates are ready for use.

Department Updates:

Safety: Had MMA Risk Assessment Safety Audit at Public Works, and Transfer Site. A report will be generated from MMA and sent back to the Town with findings. No Major violations were discussed at the time of this audit.

Public Works: Line painted parking at High School and Granite School. All other sections of Town completed except for Catch Basin markings. Installing Way Finding Signs in Town 50% completed. Ordered 4x6" wooden posts for the larger signs. Called in Dig Safe for locations to be installed. Transferred all other signs that need to be installed in Unorganized Territory to Medway DOT. Prepping hot top areas. B+B Paving will be doing the street and sidewalk paving in a couple of weeks. Cleaned up Mini-Park beside the Town Office. Removed over-grown bushes at the Town Office. Loamed and seeded area. Applied for MDOT MPI grant to reconstruct Bates Street. Storm water system, culverts, sidewalks, road re-alignment, and street paving will be the major upgrades needed. Amber Wheaton, CID, Ralph Soucier, Public Works Director, and Brent Bubar, MDOT Traffic Engineer will be working together to submit an application to the State for this upgrade which would qualify for a 60/40 split of funds between the State (60%) and Town (40%). Pelletier Manufacturing started working on Unit #11 plow truck sander system rebuild, sandblast dump body, and paint. Working on street sign replacements on the main runs and downtown area.

Transfer Station: Compactor Building has now been upgraded to all LED lighting fixtures. A rebate from Efficiency Maine will be coming back the Town as filed by Public Works working with Gilman Electric. Approximately a 40% rebate will be calculated. After many months of negotiations between the Bondholder Trustee, the Receiver, Lienholders, and the MRC, the sale of the Hampden Facility to the MRC has been approved. This is exciting news and is a significant first phase of the plant's reopening. Earlier this week, we came to agreements with the last objecting lienholder, and with that news, the Judge was able to approve the sale of the Facility to the MRC. All Waste Disposal Agreements will remain the same as before.

Cemetery: Crew is doing a great job. Grounds are looking good. Two Volunteers have been able to restore the Knights of Columbus Monuments Statues, and re-paint the Monument which looks great. They also have been fixing leaning stones in the old sections.

Public Works will be starting work this fall on the old section where the center of the roads remain humped up. Excavation and placement of reclaimed asphalt will be applied. We will be adding roads in the new addition on the south-east end in preparation for burial expansion. 450 plots have been surveyed and are mapped out for future sale.

Ralph Soucier, Director of Public Works

Town Treasurer: Working Diligently to prepare for the upcoming audit

Mary Alice Cullen, Town Treasurer.

Wastewater Operations: The treatment facility and pump stations are all currently functioning well. As needed, routine maintenance along with required lab work is being performed on a daily basis. Lab work consists of testing for Biochemical Oxygen Demand (BOD5), Total Suspended Solids (TSS), pH, e. Coli bacteria and Temperature performed weekly. The Treatment Facility used 29,300 kilowatt hours of electricity in July, as compared to 29,100 kilowatt hours in June. Please see attached power consumption graph for yearly comparison. In July, the Treatment Facility processed 11.8 million gallons of wastewater. The average daily flow was 0.4 million gallons. Peak flow was 0.8 million gallons which was on July 19th. Removal rates for Biochemical Oxygen Demand (BOD5) were 97%, and Total Suspended Solids (TSS) was 99%. Total rainfall for July was 5.32 inches. The State Street Sewer Upgrade project was finished in the month of July. Paving, rising manholes, replanting grass and cleanup was completed. A job very well done by Northeast Paving Co. During weekly flushing in the Iron Bridge Road / Riverside Drive area, the Public Works employees are finding very large amounts of wipes nearly plugging the sewer lines. This is becoming a **very big problem** weekly. They are having lots of trouble unplugging the sewer lines. We would again like to remind the residents of Millinocket to please not flush wipes, paper towels, grease, plastics, Q-tips or anything

but toilet paper (only) to the sewer system. These items are causing **extreme plugs** to the sewer system and costly maintenance to our pumping stations. We would like to thank the residents for this consideration.

James Charette, Superintendent

Human Resources Director: Multiple job postings recently and scheduling interviews, Drug and Alcohol, Testing, Emails and Phones, front office, Personnel Issue, Vacation

General Assistance Director: Assisted individuals to meet their unmet needs. Vacation

Bookkeeper: Processed payroll for Town and Wastewater employees, to include the warrants for the taxes Accounts Payable for Town and Wastewater, Vacation

Lori Santerre, Human Resource Director

Airport: The Airport is operating normally for this time of year servicing the usual assortment of Aircraft. The second round of mowing has begun. The buildings that are being painted have been pressure washed and the necessary repairs are underway. We have received new loads of Avgas and Jet fuel. I attended the events committee meeting and the plans for the annual Fly-In Cruz-in are in the works.

Jeff Campbell, Airport Manager

Code Enforcement: Working to study and test to get certified, Addressing permit applications, Handling complaints and property violations to the best of my ability with the amount of time available.

Reminder: This position is currently a part time role, split between Code Enforcement and Building Maintenance.

Evan Campbell, Code Enforcement Officer

Assessor: Please make the council aware of the new tax stabilization program that was recently passed by the legislature. We have already received over 50 applications. We are allowed to accept these applications until December 1, 2022. To benefit from the program an applicant must: Apply every year, Be 65 years old as of April 1, 2023, Owned a Homestead in Maine for 10 years (anywhere in Maine and no required to be 10 consecutive years or 10 years in one community), Must be eligible to receive the Homestead Exemption on your property. Although well intentioned, unfortunately the program was not well thought-out before being passed by the Legislature. The assessing community is in hopes that some clarity will be added before the implementation in 2023. In general, if an individual qualifies and applies every year their tax bill is frozen at the 4-1-22 level. If the individual fails to file an application in an upcoming year, the bill for that year reverts to the "normal" amount of tax. They may then file for the following year, but the new stabilized amount would reset. An individual can move and take that lower bill with them to the new community. If that happens, the individual must request that the old municipality notifies the new community.

As currently written, this law will substantially increase the workload in assessing offices. Although this bill relates to the tax amount and not valuation, assessors have been tasked with the oversight of this program. Assessors will be responsible to: Verify eligibility (i.e., age, residency, and ownership of at least 10 years anywhere within the state of Maine.) Track the stabilized amount and report the difference to the state for reimbursement. (I suspect some sort of spreadsheet will be required annually to track the applicants, stabilized tax amount and assessed amount) Supply/collaborate with the "new" community when someone relocates. This program will require annual funding from the Legislature to repay the communities for the taxes that are frozen and thus "lost" by the community. I am concerned that the price tag may exceed the State's ability to refund us at the local level. Thanks for passing this along. I will keep you updated as this evolves.

Lorna Thompson, Assessor

Recreation: We ended our summer season, The pools are now closed as of Friday the 12th, Mike's Pool Service started the demolition of the filter system on Thursday the 18th. We are getting paperwork to the schools for the fall programs.

Jody Nelson, Rec. Director

Community Initiatives Director : Worked on and published the community newsletter "Magic City Monthly" along with the manager and the department heads! Researched grant opportunities for various community/department needs. Working alongside Sharon Klein to host a Community Workshop on August 23rd - this is the first step for the Town to join the Community Resilience Partnership. Through grants and

direct support to municipal and tribal governments and unorganized territories, the Community Resilience Partnership assists communities to reduce carbon emissions, transition to clean energy, and become more resilient to climate change effects such as to extreme weather, flooding, rising sea levels, public health impacts, and more. Planning different community events in partnership with various groups
Attended various committee meeting. Volunteered at the library's End of Summer Celebration
Handed out school supplies with the PTO, EMPD and Millinocket Fire/EMS for the PTO'S Back to School Celebration, Submitted a grant proposal to Brothers Helping Brothers for new turn out gear to the fire department, Submitted a grant proposal to Winterkids to help purchase a new rope tow, on September 1st the entire community can begin to vote for our project! First place gets \$10,000 the three runners up will get \$5,000 to go towards their project. Applied to the MDOT Municipal Partnership Initiative alongside Ralph Soucier, for the reconstruction Bates Street. Storm water system, culverts, sidewalks, road re-alignment, and street paving will be the major upgrades needed.

Amber Wheaton, Community Initiatives Director

Town Clerk/Tax Collectors Office: Totals include July 23, 2022, through August 22, 2022: Receipt Summary report which provides by receipt type, the number of transactions and total dollars processed at the Town Office. In summary, \$1,398,762.29 were collected, which involved 2425 transactions processed in Trio.

****Report Attached*** Sharon reconciled and up to date on weekly Motor Vehicle reports submitted to BMV.

FY21/22 Real Estate & Personal Property Tax Balances as of 8/22/2022: \$96,798.20 remains unpaid for 82 RE accounts (*prior: \$116,646.97/184*); \$6,745.62 remains unpaid for 26 PP accounts (*no change*). ****Reports Attached***

Wastewater billing date: 7/27/2022; bill due date: 8/25/22; Interest date: 8/26/2022;

July month end reports reconciled and submitted State Agent fees accordingly. Working on council meeting minutes. Fulfilling requests of tax information, providing normal daily requests of motor vehicle and wastewater and tax account balances via e-mail, fax and phone calls. Processing daily mail, online, phone, and drop box payments. Creating Agendas, posting advertisements of public hearings, notifications, and local paper advertisements, Email correspondence, returning phone messages and inquiries.

Election: August began the start of the November 8th General election with submission of documents and deadlines; Absentee ballot Applications only are currently available, absentee ballots are expected to be shipped by mid-October. Town Council & School Board **Nomination Papers are available as of August 1, 2022** in the Clerk's Office; **Town Council:** Two (2) – 3-year terms; **School Board:** one (1) 1-year term, Two (2) – 3-year terms; **Papers due in office by 4:00pm, September 9, 2022;** Eligibility requirements: Primary Resident of Millinocket & Register Voter of Millinocket; ***Returned Nomination Papers as of 8/22/2022:*** Town Council- Robert J. Higgins, Gilda G. Stratton; School Board- None; Updates daily to voter registration additions, deletions, and other requests.

Other Items: Boards/Committees: Planning Board: (1) Alternate seat available, Cemetery Committee: (1) 3-yr seat available; Continued restoration efforts of vital records by filing, indexing, and storage.

Respectfully, Diana Lakeman Town Clerk/Deputy Tax Collector & Sharon Cyr Tax Collector/Deputy Clerk

Fire, Ambulance, Public Health & Safety: Monitoring COVID cases in our area have had spike over past few weeks. Attending committee meetings. Ambulance has been busy, noted uptick in COVID cases that have required transport. Met with Loss Control Consultant from MMA and checked out safety policies and did building inspection. Worked with Millinocket PTO, and Amber Wheaton (CID) on hosting a Back-to-School Celebration Day for children in our community. Will have school supplies, food, and other things for the children to enjoy as they get ready to go back to school. This was very well attended, and families were very appreciative for the supplies. Conducting safety inspections at Millinocket Schools prior to the opening of school on August 31st. Met with Engineering firm that is doing plans for the old Epstein's building for One North and talked about fire protection and security of building. Working with CEO on various projects and on code violations around our community. Working with Accessor on E911 addressing throughout the community and working towards doing more this fall. Worked with MRH to provide ALS certifications for staff that needed it renewed. Checking on progress of work done at Veterans Park and awaiting Emera to finish by installing new meter in panel. Attended online seminar with DHS on vaccinations and other plans for this year. Met with apartment building owner with concerns about issues in their building and required safety items, also spoke about trash containers and what they are required to provide and do regarding it being taken care of.

Police Department: SEE ATTACHED REPORT

Millinocket Memorial Library: SEE ATTACHED REPORT

Council Comment: Councilor Danforth questions the need for the town's social media interaction to be live or intentions to be for informational purposes only addressing concerns for social media policy, inquires who moderates; *TM Jamieson stated that it a great opportunity to engage with the community most often providing information to requests, encourages more respectful communication, informs Designlab performs majority of the monitoring of social media; Councilor Danforth suggests sewer flushing concerns addressed in flyer in next billing; Town Clerk acknowledges requests as able to do so; encourages citizens to take the opportunity for tax programs while available.

Councilor Pray expresses concerns in policy regarding #6 (reads) recommends addressing as professional comments, fearful tax deferment program will change becoming too expensive for the State, expresses concerns of impact of mil rate vs evaluation, anticipates bill to address concerns pertaining to program, emphasizes property owners could see a cost increase if flushing of non-disposable items continues.

Councilor Madore expressed disappointment the town didn't qualify for congressional spending with hopes senator King finds alternative funding sources, thanks the Town Manager and his wife for the employee appreciation day and donation expressing event was overdue noting all employees of the Town are appreciated, addresses social media violations as grievous, encouraging comments as it is a privilege and opportunity not to disparage other people, suggests blue street signs to replace current green signs with concerns of visibility, supports idea of tow rope at ski area with appreciation for funding, reminds property owners will have to renew their tax stabilization program application each year prior to December deadline, anticipates data returned from the Community Survey event noting smaller turnout than expected, expresses thanks to Councilor Bragdon and all involved with the community area clean-up with focus on the "monkey tail", addresses concerns how to alleviate problems continuing with relocation noting concerns of abandoned properties and safety concerns emphasizing issue needs to be addressed.

Councilor Pelletier thanks the town manager for his comprehensive report, suggests the tax department send out the tax stabilization form in the mail, acknowledges eliminating negative comments on town page.

Councilor Bragdon thanks the Manager for his donation to the employee celebration, agrees new street signs should be blue and white, excited to have tow rope at ski tow, expressed concerns with acknowledgement of negative comments posted appropriately in a public forum with encouragement to express in a more effective manner, agree Code enforcement is a full time position, glad to see work has started at the pool, addresses Councilor Madore's concerns of relocation of damaged/littered property informing some violators have moved out of town noting the issue has reoccurred and needs to be addressed.

Councilor McEwen acknowledges the many positive updates, glad to see free skate rentals available to the community and Ski Tow noting unfortunate economic loss for the Town not getting grant acknowledgement. Chair Golieb acknowledges appreciation for employees noting their day for BBQ was well deserved, great turnout with community contributions provided for PTO school supplies event, unfortunate that the town's application for community funding was denied, commends the manager for moving forward working towards and finalizing many pending projects, welcomes new Superintendent Shelly Lane to position with anticipation for communications.

Public Comment: Sandy Sullivan, 104 Sunset St, inquires clarification for property tax stabilization available to submit every year, expresses concerns of conditions found on Monkey trail and questions if it will be monitored; Councilor Bragdon informs will continued to be patrolled noting blinds were previously built to block view which have been removed; Town Clerk Diana Lakeman informs the application and information packet is available at the town office and can be returned there as well; Councilor Pray reiterates property owner will have to reapply on an annual basis and will apply even if they move out of the municipality with in the state.

Tom Malcolm, 73 School Street/Fire Chief/HO, expresses thanks to PTO and CID for the School supplies event hosted being a good turnout with many appreciative people, parents and students, acknowledging the town manager and council thanking them on behalf of the fire department and town employees for their support with the appreciation day and employee stipends.

Jesse Dumais, 10 Sommerset Street, notes of disappointment with concerns of property conditions needing to be addressed with multiple private landowners acknowledging more similar situations in other locations,

excited to hear many great things on the manager's report, expresses concerns with article in local paper deriving from comments from the town manager from the prior meeting addressing clerk family ties to himself, a candidate, brought a gray cloud over his candidacy understanding the intention was for informational purposes and transparency noting disappointment in process, states his intention to turn in his nomination for three year candidacy for town council, expresses no intent to be a burden on the clerk's office stating his full confidence in the clerk's office running a clean and fair election.

ORDER #221-2022 PROVIDING FOR: Execution of the Town Warrant for August 25, 2022
IT IS ORDERED that the Prior Year Town Warrant for August 25, 2022, in the amount of \$29,002.92 is hereby approved.

Motion- Bragdon Second- Madore Vote 7-0

Councilor Comment: Noted the larger expenses: Ascent aviation group, & Versant Power.

Public Comment: none

ORDER #222-2022 PROVIDING FOR: Execution of the Wastewater Warrant for August 25, 2022
IT IS ORDERED that the Prior Year Wastewater Warrant for August 25, 2022, in the amount of \$174,780.87 is hereby approved.

Motion- Bragdon Second- Madore Vote 7-0

Councilor Comment: Noted the larger expenses: Northeast Paving, Olver Associates Inc., Town of Millinocket, & Versant Power

Public Comment: none

ORDER #223-2022 PROVIDING FOR: Approval to Expend American Rescue Plan Act Funding
IT IS ORDERED that the Millinocket Town Council approves the use of \$35,288.71 (thirty-five thousand two hundred eighty-eight dollars seventy-one cents) of ARPA funding on the following expenses:

Town Employee Covid Pandemic Stipend \$5,288.71

Addition of election workers (\$100), Town Clerk (\$500), Part Time (\$250) and cost of additional fees/taxes for stipends through payroll .

Public Health & Safety – pandemic or disaster \$30,000.00
preparedness and supplies.

Motion- Pelletier Second-Madore Vote 7-0

Council Comment: None

Public Comment: Town Clerk Diana Lakeman thanks the Council for their consideration.

ORDER #224-2022 PROVIDING FOR: Establishment of Remote Work Technology and Policy.
WHEREAS remote work flexibility is beneficial to employee attraction and retention in today's working world and WHEREAS adaptability to in the case of future pandemics or emergencies is seen as a necessity, IT IS ORDERED that the Millinocket Town Council approves the use of \$5,314.80 (five thousand three hundred fourteen dollars eighty cents) of American Rescue Plan Act funding to add the necessary technology to the Town of Millinocket's IT Services contract as well as cover the increase in monthly billing for the remainder of FY23.

IT IS FURTHER ORDERED that the Millinocket Town Council approves the following Remote Work Policy, providing framework for participation of eligible Town employees.

Motion- Madore Second- Bragdon Vote 7-0

Council Comment: Council Pray inquires of additional 6 lap taps needed; *TM Jamieson informs 9 employees availability to work from home with 3 employees already having laptop access.

Councilor Madore suggested considering additional laptops under new proposal for Council use expressing concerns of having to use personal devices for town business.

Councilor Pelletier noted personal devices can be confiscated.

*TM Jamieson informs he will explore options available not to impact contract as email is the only needed options for councilors.

Councilor Bragdon expressed the lack of need for council laptops.

Councilor Danforth acknowledges councilors have town email addresses.

Public Comment: Jesse Dumais, 10 Somerset St, inquires the 2 days noting certain situations with concerns of potential abuse; *TM Jamieson stated each will be a case-by-case situation requiring his approval.

Reports and Communications:

- a. *Warrant Committee* for September 8, 2022, Council Meeting: Councilor Danforth and Councilor Madore.
- b. *Chair's Committee Reports* – Cemetery Committee doing wonderful things with positive action with upkeep and restoration efforts of aging stones.
Sustainability Subcommittee – invites all to attend meeting in person or via zoom for discussion concerning land purchase from town for economic development
- c. *Two Minute Public Comment*: Sandra Sullivan, Somerset Street, acknowledges the town's wise decision hiring Amber Wheaton as CID with all the positive action in the town.
Councilor McEwen expresses excitement with the return and reminder of Trails End Festival dates September 16th through 18th.
- d. Motion to adjourn at 7:03 p.m. –Pray, Second –Bragdon, Vote 7-0

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 10/13/2022

2nd Reading _____

Council Approved _____

Effective Date _____


Attest: _____

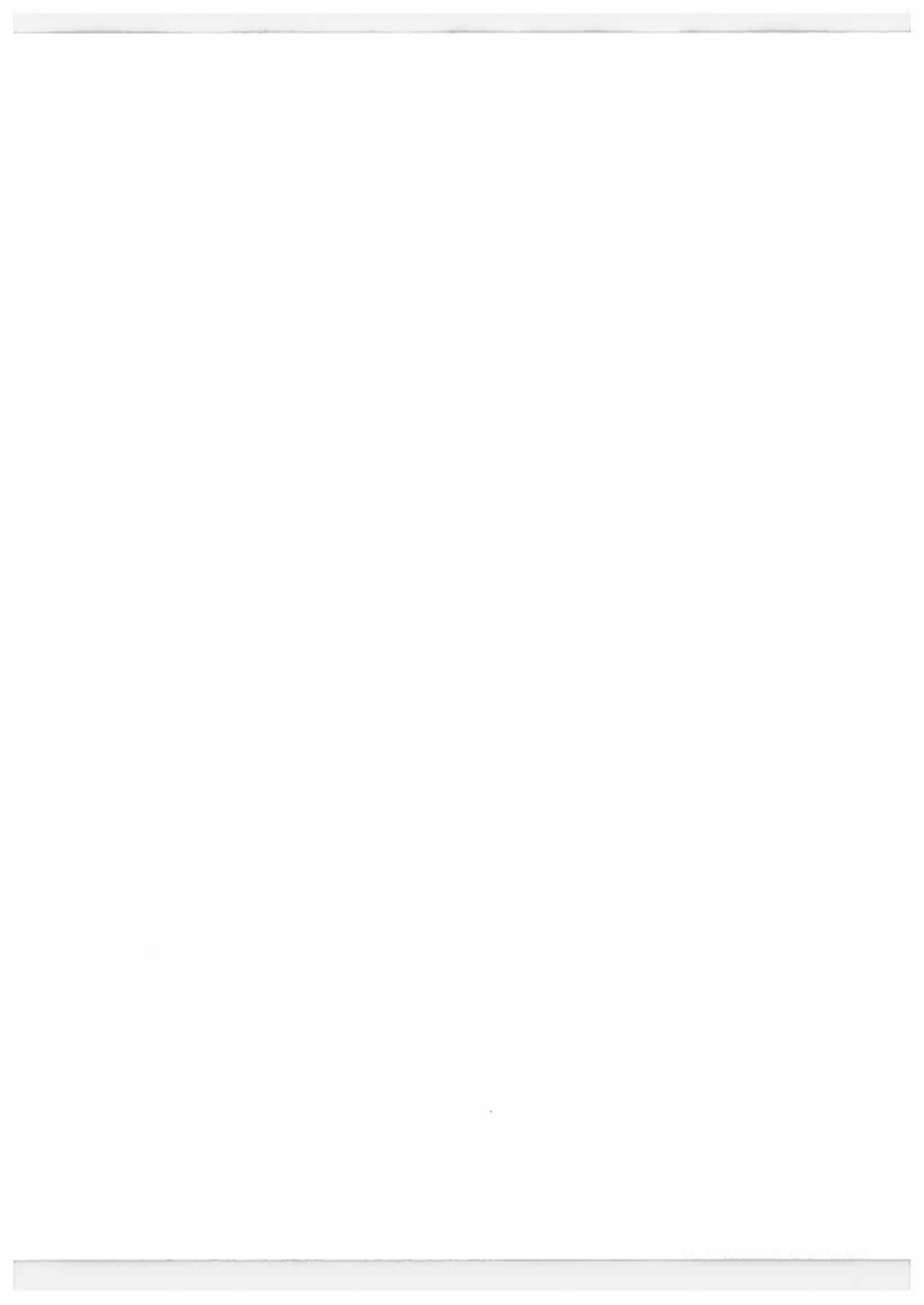
TOWN OF MILLINOCKET
PUBLIC HEARING
ORDINANCE #2-2022
GENERAL ASSISTANCE ORDINANCE APPENDICES CHANGES
CODE OF THE TOWN OF MILLINOCKET

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 27th day of October, 2022 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]

ORDINANCE #3-2022

PROVIDING FOR: Amendments and Updates to Chapter 125, Zoning, §125-41 Schedule of Uses and §125-50 Dimensional Requirements Code of the Town of Millinocket

BE IT ORDAINED by the Town Council of Millinocket in Town Council assembled that the Millinocket Code, Chapter 125, Zoning, §125-41 Schedule of Uses and §125-50 Dimensional Requirements, be amended per the attached appendices;

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

1st Reading _____

2nd Reading _____

Council Approved _____

Effective Date _____

Attest: _____



Millinocket

Maine's Biggest Small Town

**TOWN OF MILLINOCKET
PUBLIC HEARING
ORDINANCE #3-2022
CHAPTER 125 ZONING, §125-41 & §125-50
CODE OF THE TOWN OF MILLINOCKET**

The Millinocket Town Council will hold public hearings on the proposed amendments to the Code of the Town of Millinocket, Chapter 125 Zoning, §125-41 Schedule of Uses and §125-50 Dimensional Requirements. The hearings will be held during the Council meetings of October 27th, 2022, and November 14th, 2022 in the Council Chambers located in the Municipal Building, 197 Penobscot Avenue, and via Zoom beginning at 5:30 PM.

Dated at Millinocket, ME

October 11th, 2022

Diana M. Lakeman

Town Clerk



Millinocket

Maine's Biggest Small Town

9/30/2022

Attn: Town Manager and Town Council

Below are the Planning Boards recommended changes to the Code of the Town of Millinocket sections §125-41 and §125-50.

§125-41 Schedule of Uses:

4. Residential Activities

B) Single family homes under the R2 column be changed from a N to a Y.

C) Multi-Family Dwelling: 2 Family Duplexes; under the R2 column be changed from a N to a Y.

D) Multi-Family Dwelling: 3 or more families, including apartments, grouped houses, and row houses; under column R2 and RD be changed from N to S.

§125-50 Dimensional Requirements:

R1 Zone- Maximum height of a principal structure is recommended to increase from 40 feet to 50 feet.

R2 Zone- Increase maximum lot coverage from 25% to 30% and increase maximum building height of a principal structure from 30 feet to 40 feet.

RD Zone- Increase maximum lot coverage from 20% to 30% and increase maximum building height of a principal structure from 30 feet to 50 feet.

DC Zone- Increase maximum building height of a principal structure from 40 feet to 50 feet.

HC Zone- Decrease minimum road/shore frontage from 200 feet to 150 feet and increase maximum building height from 40 feet to 50 feet.

NC Zone- Increase maximum building height of a principal structure from 30 feet to 40 feet.

I have attached copies with the current figures shown stricken through and the proposed changes are adjacent in red.

Please Note: N=No, it's not allowed. Y=Yes, its allowed. S= Proposed project needs to go through Site Plan Review. R1= Downtown Residential Zone. R2= Medium Density Residential Zone. RD= Rural Development Zone. DC= Downtown Commercial Zone. HC= Highway Commercial Zone. NC= Neighborhood Commercial Zone.

Thank You

Evan Campbell, Code Enforcement Officer

Millinocket Planning Board
197 Penobscot Ave. Millinocket, Me 04462
www.millinocket.org

Telephone 207-723-7005
Fax 207-723-7002

June 14, 2022

Mr. Peter Jamieson, Town Manager
197 Penobscot Avenue
Millinocket, ME 04462

Dear Peter,

On June 8, the Planning Board held a public hearing concerning changes to Millinocket's zoning ordinance as recommended by the Planning Board. The Board received no comments from the public concerning the proposed changes. Please submit the recommended changes to the Town Council for their consideration. The recommended changes are as follows:

Schedule of Uses (Sections 125-36 & 125-37) 41

In the R2 zone (Medium Density Residential Zone) the board recommends allowing single family mobile homes and multifamily dwellings for three or more families, including apartments and grouped houses. f

In the RD zone (Rural Development Zone) the board recommends allowing two-family dwelling duplex units; multifamily dwellings for three or more families, including apartments and grouped houses and mobile home parks. J

Dimensional Requirements of lots (Section 125-50)

In the R1 zone, maximum building height of a principal structure was recommended to increase from 40 feet to 50 feet.

In the R2 zone, maximum lot coverage was recommended to increase from 25% to 30% and maximum building height of a principal structure was recommended to increase from 30 feet to 40 feet.

In the RD zone, maximum lot coverage was recommended to increase from 20% to 30% and maximum building height of a principal structure was recommended to increase from 30 feet to 50 feet.

In the DC zone, maximum building height of a principal structure was recommended to increase from 40 feet to 50 feet.

In the HC zone, minimum road/shore frontage was recommended to decrease from 200 feet to 150 feet and maximum building height of a principal structure was recommended to increase from 40 feet to 50 feet.

In the NC zone, maximum building height of a principal structure was recommended to increase from 30 feet to 40 feet.

Millinocket Planning Board
197 Penobscot Ave. Millinocket, Me 04462
www.millinocket.org

Telephone 207-723-7005
Fax 207-723-7002

Please contact me if you wish to discuss the recommended changes prior to submitting them to the Town Council.

Sincerely,

Anthony Filauró

Cc: Evan Campbell, CEO
Planning Board Members

Millinocket Planning Board
197 Penobscot Ave. Millinocket, Me 04462
www.millinocket.org

Telephone 207-723-7005
Fax 207-723-7002

Please contact me if you wish to discuss the recommended changes prior to submitting them to the Town Council.

Sincerely,

Anthony Filauró

Cc: Evan Campbell, CEO
Planning Board Members

§125-50. Dimensional requirements.

[Amended 1-20-1994 by Ord. No. 1-94; 4-13-1995 by Ord. No. 1-95]

All structures and uses shall meet or exceed the following dimensional requirements:

A. Residential zone dimensional requirements.1

| Residential Zone Dimensional Requirements | R1 Downtown Residential Zone | R2 Medium Density Residential Zone | RD Rural Development Zone |
|---|---------------------------------------|---|------------------------------------|
| Minimum lot size (square feet) | 5,000 | 10,000 | 40,000 |
| Minimum road/shore frontage (feet) | 50 | 100 | 150 |
| Minimum front yard setback from edge of right-of-way (feet) | 10 | 25 | 50 |
| Minimum side yard setback Principal structures (feet) | 5 | 5/10sq.2 | 20 |
| Accessory structures (feet) | 5 | 5 | 10 |
| Minimum rear yard setback Principal structures (feet) | 10 | 10 | 20 |
| Accessory structures (feet) | 5 | 5 | 10 |
| Maximum lot coverage | 60% | 25% 30% | 20% 30% |
| Maximum building height Principal structures (feet) | 40 50 | 30 40 | 30 50 |
| Accessory structures (feet) | 20 | 16 | 16 |

NOTES:

1. These dimensional requirements do not prohibit the change of a permitted use to another permitted use where the property or structure on or in which the use is located is a legal nonconformity.

2. On all built-upon lots, one (1) side yard setback may be reduced to five (5) feet, provided that the remaining side yard setback is ten (10) feet. On all lots not built upon prior to January 1, 1994, both side yard setbacks shall be ten (10) feet or greater.

B. Commercial zone dimensional requirements.¹

| Commercial Zone Dimensional Requirements | DC Downtown Commercial Zone | HC Highway Commercial Zone | NC Neighborhood Commercial Zone |
|--|--------------------------------------|-------------------------------------|--|
| Minimum lot size (square feet) | 5,000 | 1 acre | 7,500 |
| Minimum road/shore frontage (feet) | 50 | 200 150 | 75 |
| Minimum front yard setback from edge of right-of-way (feet) | 0 | 50 | 20 |
| Minimum side yard setback | | | |
| Principal structures (feet) | N/A | 25 | 10 |
| Accessory structures (feet) | N/A | 10 | 5 |
| Minimum rear yard setback | | | |
| Principal structures (feet) | 10 | 25 | 10 |
| Accessory structures (feet) | 5 | 10 | 5 |
| Maximum lot coverage | 90% | 80% | 60% |
| Maximum building height | | | |
| Principal structures (feet) | 40 50 | 40 50 | 30 40 |
| Accessory structures (feet) | 20 | 20 | 16 |

NOTES:

1. These dimensional requirements do not prohibit the change of a permitted use to another permitted where the property or structure on or in which the use is located is a legal nonconformity.

C. Industrial zone dimensional requirements.¹

| Industrial Zone Dimensional Requirements | ID Industrial Zone |
|---|--------------------------|
| Minimum lot size | 2 acres |
| Minimum road/shore frontage | ²⁰⁰ /300 feet |
| Minimum front yard setback from edge of right-of-way | 100 feet |
| Minimum side yard setback | |
| Principal structures | 25 feet |
| Accessory structures | 25 feet |

| | | |
|---|---------------------------|-----------------|
| \$125-50 | MILLINOCKET CODE | \$125-50 |
| Industrial Zone Dimensional Requirements | ID Industrial Zone | |
| Minimum rear yard setback | | |
| Principal structures | 25 feet | |
| Accessory structures | 25 feet | |
| Maximum lot coverage | 30% | |
| Maximum building height | | |
| Principal structures | 100 feet | |
| Accessory structures | 100 feet | |

NOTES:

¹ These dimensional requirements do not prohibit the change of a permitted use to another permitted use where the property or structure on or in which the use is located is a legal nonconformity.

D. Commercial forestland zone dimensional requirements. ¹

| | |
|--|--------------------------------------|
| Commercial Forestland Zone Dimensional Requirements | CF Commercial Forestland Zone |
| Minimum lot size | 10 acres |
| Minimum road/shore frontage | 200/300 feet |
| Minimum front yard setback from edge of right-of-way | 100 feet |
| Minimum side yard setback | |
| Principal structures | 25 feet |
| Accessory structures | 25 feet |
| Minimum rear yard setback | |
| Principle structures | 25 feet |
| Accessory structures | 25 feet |
| Maximum lot coverage | 30% |
| Commercial Forestland Zone Dimensional Requirements | CF Commercial Forestland Zone |
| Maximum building height | |
| Principal structures | 100 feet |
| Accessory structures | 100 feet |

¹ These dimensional requirements do not prohibit the change of a permitted use to another permitted use where the property or structure on or in which the use is located is a legal nonconformity.

§ 125-41. SCHEDULE OF USES (continued)

| ACTIVITIES/DISTRICTS | R 1 | R 2 | R D | D C | H C | N C | I D | A D | O R | W P | S P | C E |
|---|----------|--------------|--------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 4. RESIDENTIAL ACTIVITIES | | | | | | | | | | | | |
| a) Single-Family Detached Dwelling; | Y | Y | Y | Y | Y | Y | N | N | N | N | N | <u>N</u> |
| b) Single-Family Mobile Homes; | Y | Y | Y | Y | Y | Y | N | N | N | N | N | <u>N</u> |
| c) Multi-Family Dwelling: 2 family Duplexes; | Y | Y | Y | Y | Y | Y | N | N | N | N | N | <u>N</u> |
| d) Multi-Family Dwelling: 3 or more families, including apartments, grouped houses, and row houses; | S | S | S | S | S | S | N | N | N | N | N | <u>N</u> |
| e) Mobile Home Park; | S | N | <u>N</u> | N | S | S | N | N | N | N | N | <u>N</u> |
| f) <u>Subdivisions</u> | <u>S</u> | <u>S</u> | <u>S</u> | <u>S</u> | <u>S</u> | <u>S</u> | <u>S</u> | <u>S</u> | <u>S</u> | <u>N</u> | <u>N</u> | <u>N</u> |
| g) Nursing/Convalescent Home, Congregate Housing, and Boarding Care Facilities; | S | N | <u>N</u> | S | S | S | N | N | N | N | N | <u>N</u> |
| h) Home Occupations; | S | S | S | S | S | S | N | N | N | N | N | <u>N</u> |
| i) Accessory uses and structures that are essential for the exercise of uses listed above; | Y | Y | Y | Y | Y | Y | N | N | N | N | N | <u>N</u> |

ORDER #264-2022

PROVIDING FOR: Execution of the Town Warrant for October 27, 2022

IT IS ORDERED that the Town Warrant for October 27, 2022, in the amount of \$91,226.77 is hereby approved.

Passed by the Town Council _____

Attest: _____

Millinocket
8:42 AM

A / P Check Register
Bank: BANGOR SAVINGS A/P

10/24/2022
Page 1

| Type | Check | Amount | Date | Wmt | Payee |
|--------------|-------|------------------|----------|-----|---------------------------------------|
| R | 33166 | 34.42 | 10/27/22 | 120 | 1835 AIRGAS, INC. |
| R | 33167 | 70.00 | 10/27/22 | 120 | 0017 AIRNAV LLC |
| R | 33168 | 100.00 | 10/27/22 | 120 | 2141 ALBERT CLARA |
| R | 33169 | 4,335.04 | 10/27/22 | 120 | 2095 AMBULANCE MEDICAL BILLING |
| R | 33170 | 31.78 | 10/27/22 | 120 | 0056 BANGOR SAVINGS BANK |
| R | 33171 | 81.00 | 10/27/22 | 120 | 0064 BERNSTEIN, SHUR, SAWYER & NELSON |
| R | 33172 | 761.58 | 10/27/22 | 120 | 0869 BIDDEFORD INTERNET CORPORATION |
| R | 33173 | 17.00 | 10/27/22 | 120 | 2142 BOYNTON DAWN |
| R | 33174 | 11,860.00 | 10/27/22 | 120 | 1795 BOYNTON, KEVIN L. |
| R | 33175 | 154.20 | 10/27/22 | 120 | 1883 CONSOLIDATED COMMUNICATIONS |
| R | 33176 | 774.23 | 10/27/22 | 120 | 1476 ELECTION SYSTEMS & SOFTWARE, LLC |
| R | 33177 | 1,380.00 | 10/27/22 | 120 | 2132 FRAZIER SIGNAL TECHNOLOGIES LLC |
| R | 33178 | 12.94 | 10/27/22 | 120 | 0235 GILMAN ELECTRICAL SUPPLY |
| R | 33179 | 636.58 | 10/27/22 | 120 | 0241 GREENWAY EQUIP. SALES |
| R | 33180 | 67.50 | 10/27/22 | 120 | 1488 HASKELL, LORRI L |
| R | 33181 | 12,071.38 | 10/27/22 | 120 | 0805 HOYLE, TANNER & ASSOCIATES |
| R | 33182 | 112.90 | 10/27/22 | 120 | 2140 JOHN DEERE FINANCIAL F.S.B. |
| R | 33183 | 126.00 | 10/27/22 | 120 | 0320 KATAHDIN ANALYTICAL SERVICES |
| R | 33184 | 578.96 | 10/27/22 | 120 | 1903 KATAHDIN TRUE VALUE |
| R | 33185 | 250.00 | 10/27/22 | 120 | 0365 LINCOLN RENTAL SYSTEMS INC. |
| R | 33186 | 1,885.25 | 10/27/22 | 120 | 1849 MAINE TECHNOLOGY GROUP LLC |
| R | 33187 | 35,049.40 | 10/27/22 | 120 | 0037 MAINE WATER COMPANY |
| R | 33188 | 161.00 | 10/27/22 | 120 | 0451 MILLINOCKET INSURANCE AGENCY |
| R | 33189 | 4,547.68 | 10/27/22 | 120 | 0471 MUNICIPAL REVIEW COMMITTEE, INC |
| R | 33190 | 3,126.31 | 10/27/22 | 120 | 1931 NORTHEAST PAVING |
| R | 33191 | 46.00 | 10/27/22 | 120 | 0511 OAK GROVE SPRING WATER CO. |
| R | 33192 | 247.40 | 10/27/22 | 120 | 1669 OFFICE DEPOT, INC |
| R | 33193 | 1,993.00 | 10/27/22 | 120 | 0547 PINE STATE ELEVATOR COMPANY |
| R | 33194 | 171.00 | 10/27/22 | 120 | 0584 REGISTER OF DEEDS |
| R | 33195 | 228.86 | 10/27/22 | 120 | 0371 SANTERRE, LORI A. |
| R | 33196 | 1,004.49 | 10/27/22 | 120 | 0919 SULINSKI, MICHAEL J. |
| R | 33197 | 432.85 | 10/27/22 | 120 | 1404 TRACTOR SUPPLY COMPANY |
| R | 33198 | 27.50 | 10/27/22 | 120 | 0737 UNIFIRST CORPORATION |
| V | 33199 | 0.00 | 10/27/22 | 120 | 1502 VERSANT POWER |
| R | 33200 | 8,631.83 | 10/27/22 | 120 | 1502 VERSANT POWER |
| R | 33201 | 127.39 | 10/27/22 | 120 | 0778 WHITE SIGN |
| R | 33202 | 91.30 | 10/27/22 | 120 | 2073 XEROX FINANCIAL SERVICES LLC |
| Total | | 91,226.77 | | | |

| Count | |
|--------|----|
| Checks | 36 |
| Voids | 1 |

ORDER #265-2022

PROVIDING FOR: Execution of the Wastewater Warrant for October 27, 2022
IT IS ORDERED that the Wastewater Warrant for October 27, 2022, in the amount of \$40,881.81 is hereby approved.

Passed by the Town Council_____

Attest:_____

Millinocket
7:50 AM

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

10/24/2022
Page 1

| Type | Check | Amount | Date | Wrnt | Payee |
|--------------|-------|------------------|----------|------|-------------------------------------|
| R | 10242 | 2.04 | 10/27/22 | 119 | 0869 BIDDEFORD INTERNET CORPORATION |
| R | 10243 | 15.77 | 10/27/22 | 119 | 0229 CARQUEST AUTO PARTS |
| R | 10244 | 144.76 | 10/27/22 | 119 | 0157 DEAD RIVER |
| R | 10245 | 315.56 | 10/27/22 | 119 | 0330 KATAHDIN MOTORS, INC. |
| R | 10246 | 425.11 | 10/27/22 | 119 | 1849 MAINE TECHNOLOGY GROUP LLC |
| R | 10247 | 280.47 | 10/27/22 | 119 | 0037 MAINE WATER COMPANY |
| R | 10248 | 2,487.08 | 10/27/22 | 119 | 0456 MILLINOCKET, TOWN OF |
| R | 10249 | 31,125.63 | 10/27/22 | 119 | 0513 OLVER ASSOCIATES INC. |
| R | 10250 | 755.00 | 10/27/22 | 119 | 0546 PIERCE ATWOOD LLP |
| R | 10251 | 209.00 | 10/27/22 | 119 | 0584 REGISTER OF DEEDS |
| R | 10252 | 276.00 | 10/27/22 | 119 | 1668 STANLEY'S AUTO CENTER LLC |
| R | 10253 | 4,845.39 | 10/27/22 | 119 | 1502 VERSANT POWER |
| Total | | 40,881.81 | | | |

Count

| | |
|--------|----|
| Checks | 12 |
| Voids | 0 |

ORDER #266-2022

PROVIDING FOR: Date, Time, Place, Warden for the November 8, 2022, Municipal General Election

IT IS ORDERED that the Municipal General Election will be held on Tuesday, November 8, 2022, from 8:00 a.m. to 8:00 p.m. at the Stearns High School Gymnasium.; and

IT IS FURTHER ORDERED that Micheal Kight shall be Warden of said election.

Passed by the Town Council_____

Attest:_____

ORDER #267-2022

PROVIDING FOR: Processing Absentee Ballots for the November 8, 2022, Municipal General Election

WHEREAS, Title 21-A MRSA Section 759.7 allows the Election Warden to process absentee ballots while the polls are open; and

WHEREAS, processing such ballots will assist the Election Clerks and result in an expedited process after the polls are closed; and

WHEREAS, expediting the process after the polls are closed will result in some savings to the Town of Millinocket;

NOW THEREFORE IT IS ORDERED that the Election Warden is authorized to process absentee ballots at 10:00 A.M., 12:00 P.M., 2:00 P.M. and 6:00 P.M. during the November 8, 2022 Municipal General Election.

Passed by the Town Council _____

Attest: _____

ORDER #268-2022

PROVIDING FOR: Office Hours of the Registrar for the November 8, 2022, Municipal General Election

WHEREAS, Title 21-A MRSA Section 122(6) specifies the process that the Registrar must follow in registering voters; and

WHEREAS, The Town Clerk also serves as Registrar; and

WHEREAS, the Registrar and/or Deputy Registrars are available during poll hours on election day;

WHEREAS, the Town Clerk has regular hours on four business days before election day to register voters; and

WHEREAS, being open evening hours as required by law to receive voter registrations will be an added cost to the municipality;

NOW THEREFORE IT IS ORDERED that it is not necessary that the Registrar be opened to accept voter registrations for two hours in the evening between 5 P.M. and 9 P.M. on at least three days before election day.

Passed by the Town Council _____

Attest: _____

ORDER #269-2022

PROVIDING FOR Approval of Fuel Bid Award

IT IS ORDERED that the Millinocket Town Council accept the bid for heating fuel for the Town of Millinocket for FY2022-2023 from Preble Oil Company and approve the amount of \$3.3965, 0.07 cents over OPIS Bangor rack price, as of Wednesday September 28, 2022.

There were two bids received:

1. Preble Oil Co. \$3.3965
2. Dead River Co. \$3.83148 delivered/\$3.6298 contract-fixed

Passed by the Council _____

ATTEST: _____

TOWN OF MILLINOCKET, MAINE

#2 FUEL OIL BID SHEET FOR 2022/2023 SEASON

OCTOBER 2022 TO SEPTEMBER 2023

Bidder: Preble Oil Co. Telephone: 723-9965
Address: 139 Penobscot Ave FAX: 723-9994
MIK+ ME 04462
Contact Person: Pauline Charette

FUEL BID INFORMATION:

OPIS Bangor Rack Posted Price as of
Wednesday September 28, 2022 (price per gallon)

#2 FUEL

\$33265

Additional mark-up by bidder (per gallon)

\$1.07 cents (seven cents)

Total Price per gallon delivered

\$3.3965

BID ALTERNATE: If your company is interested in offering a set price, prepay plan or other alternative, please so indicate on the back of this Bid Sheet. Thank you.

Return this completed form **NO LATER THAN 10:00 AM ON SEPTEMBER 30, 2022, AT THE OFFICE OF THE TOWN MANAGER.** Bids may be hand-delivered or sent by mail, but in no case shall any bid not received by the due date be considered. Please return the bids to:

Peter Jaimeson
Town Manager
197 Penobscot Avenue
Millinocket, Maine 04462

Bid award is anticipated at the October 13, 2022 Town Council Meeting. The Town Council reserves the right to accept or reject any or all bids and to waive any irregularities that may arise.

TOWN OF MILLINOCKET, MAINE

#2 FUEL OIL BID SHEET FOR 2022/2023 SEASON

OCTOBER 2022 TO SEPTEMBER 2023

Bidder: Dead River Co

Telephone: (207) 723-5151

Address: 795 Central St

FAX: (207) 723-8932

Millinocket, ME 04462

Contact Person: Jenn Moscone

FUEL BID INFORMATION:

#2 FUEL

OPIS Bangor Rack Posted Price as of
Wednesday September 28, 2022 (price per gallon)

\$3.58148

Additional mark-up by bidder (per gallon)

\$.25

Total Price per gallon delivered

\$3.83148

Fixed Price Contract Price per gallon \$3.6298

BID ALTERNATE: If your company is interested in offering a set price, prepay plan or other alternative, please so indicate on the back of this Bid Sheet. Thank you.

Return this completed form **NO LATER THAN 10:00 AM ON SEPTEMBER 30, 2022, AT THE OFFICE OF THE TOWN MANAGER.** Bids may be hand-delivered or sent by mail, but in no case shall any bid not received by the due date be considered. Please return the bids to:

Peter Jaimeson
Town Manager
197 Penobscot Avenue
Millinocket, Maine 04462

Bid award is anticipated at the October 13, 2022 Town Council Meeting. The Town Council reserves the right to accept or reject any or all bids and to waive any irregularities that may arise.

Because of the volatility of the market, the fixed price option quote is only good for today, with a signed contract. If you choose to go with us as your supplier, we can quote a price on the day you decide. Thank you

ORDER #270-2022

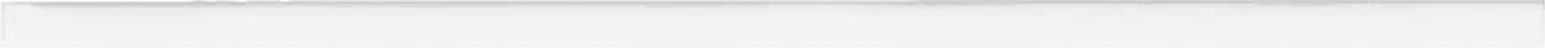
PROVIDING FOR: Approval of Snowmobile Trail maintenance Application to the Maine Department of Conservation

IT IS ORDERED that the approval is granted to submit the 2022-2023 application of the Maine Department of Conservation Snowmobile Program Municipal Grant-in-Aid Agreement. The Application requests a total of \$125,824.48 in State funds that are to be supplemented by local funds of \$53,924.77 project cost of \$179,749.25. In addition to this the Town of Millinocket will pay Twin Pines Snowmobile Club \$15,000.00 to groom the town trails.

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

PASSED BY THE COUNCIL: _____

ATTEST: _____



Jody Nelson
Director of Recreation

Troy Bouchard
Assistant Director of Recreation

RECREATION DEPARTMENT
East Millinocket, Medway, Millinocket, Woodville
53 Main St., East Millinocket, Maine 04430
(207) 746-3553

October 27, 2022

Mr. Joe Higgins
Department of Agriculture, Conservation and Forestry
SNOWMOBILE PROGRAM
22 State House Station
Augusta, ME 04333

Dear Joe,

Enclosed is the 2022-2023 application for the Snowmobile Grant-In-Aid Program. The grant includes work to be done on the trails as outlined in the Project Description. Again, we respectfully request you to consider our application as soon as possible to enable us to begin our pre-season work.

As I understand, if the proposed pre-season work changes due to unanticipated weather-related damage, I will notify you either in writing or by telephone. If additional information is required, it will be sent expediently.

If you have any questions, please call me at 746-3553 or email me at jodynelson@gwi.net Thank you.

Sincerely,



Jody Nelson
Project Director

Cc: Twin Pines





STATE OF MAINE
DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY
BUREAU OF PARKS & LANDS
SNOWMOBILE PROGRAM, MUNICIPAL GRANTS
22 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0022

APPLICATION / AGREEMENT / CERTIFICATION
MUNICIPAL / COUNTY GRANT-IN-AID PROGRAM
2022-2023

Municipality/County: Town of Millinocket

Address: 197 Penobscot Ave.

City: Millinocket

Zip: 04462

County: Penobscot

The **Project Director** is appointed by the municipality/county. All inquiries about the state-aid grant application are directed to this person.

Name: Jody Nelson

Title: Director of Recreation

Address: 53 Main St.

City: East Millinocket

Zip: 04430

Home #:

Work #:

207-746-3553

Mobile #:

207-447-1366

Email Address: jodynelson@gwi.net

Mileage of proposed trail: 115

(one way)

Requested

Approved

Estimated administrative cost for processing land use permits, grant administrative labor, insurance, remote radios (Many items eliminated.)

| | | | |
|----|---------|----|--|
| \$ | 2769.25 | \$ | |
|----|---------|----|--|

Estimated cost of facilities such as plowing remote parking, gates. (All other items eliminated.)

| | | | |
|----|---|----|--|
| \$ | 0 | \$ | |
|----|---|----|--|

Estimated cost of maintenance including grooming of trails, normal ditching, brushing, bridge repair, picking up litter, etc.

| | | | |
|----|------------|----|--|
| \$ | 176,980.00 | \$ | |
|----|------------|----|--|

Total Estimated Cost of Project

| | | | |
|----|------------|----|--|
| \$ | 179,749.25 | \$ | |
|----|------------|----|--|

For State Use Only

Approved Total Grant \$

% of approved cost

%

**APPLICATION / AGREEMENT / CERTIFICATION
MUNICIPAL / COUNTY GRANT-IN-AID PROGRAM**

THIS IS TO CERTIFY that the Town of Millinocket has authorized and hereby authorizes
(Municipality/County)
Jody Nelson to make application for financial assistance under the provisions of the
(Project Director)
Off-road Recreational Vehicle Office, Snowmobile Trail Fund (M.R.S.A. Title 12, Chapter 220, Subchapter 8, § 1893-3) for the
maintenance of the Town of Millinocket snowmobile trail system.
(Municipality/County)

THIS FURTHER CERTIFIES that the above named Project Director is familiar with the terms and conditions of the Grant-In-Aid Program administered by the Off-road Recreational Vehicle Office from the Snowmobile Trail Fund and has authorized and hereby authorizes Jody Nelson to enter into said agreement
(Project Director)
between the Town of Millinocket and the State of Maine upon approval of the above
(Municipality/County)
identified project by the Off-road Recreational Vehicle Office.

THIS FURTHER CERTIFIES that the Town of Millinocket has been legally constituted and is
(Municipality/County)
responsible for planning for and carrying out the municipal recreation program and Jody Nelson will
(Project Director)
be responsible, on behalf of the Town of Millinocket for the continued operation and
(Municipality/County)
maintenance

of the completed project in accordance with the terms and conditions of the Snowmobile Trail Fund Grant-In-Aid Program. Attached is true and correct information relating to the establishment and organization of the municipal agency or department

AND THIS FURTHER CERTIFIES that except for the financial assistance requested by this project application, no financial assistance has been applied for, given, or promised under other State or Federal programs.

By signing this document we have reviewed, understand and are in compliance with the Information and Guidelines for the Municipal/County Grant-in-Aid Program 2021-2022, are utilizing the Trail Maintenance Labor/Equipment Reimbursement Rate Guidelines for 2021-2022 and the Allowable Grant Expenses for 2021-2022.

MUNICIPAL/COUNTY APPROVAL

Municipality/County: Town of Millinocket County: Penobscot

Municipality/County: _____ Date: _____
Signature

Title: Town Manager Project Director: Jody Nelson
Chairman of Board of Selectman
Municipal/County Manager Signature

FOR STATE USE ONLY

VC #: _____ Enc. Amt.: _____

Appropriation #: 014-01A-8130-81-

By: _____ Date: _____
Director, Off Road Recreational Office

Commissioner, Department of Agriculture Conservation and Forestry Date: _____

Twin Pine Snowmobile Club

2022/2023 Season Project Description

Estimated cost of bridge and trail maintenance, brushing, signing and grooming trails

Preseason trail prep:

Labor for sign prep, installation and removal including new intersection signs 250 @15/hr \$3,750

Vehicle/Small Equipment Expense \$1,000

Brushing trails 250 @ /hr 15 hr \$3750

Brush Hog Work Pole Line and 85/86 between White House Landing and Fourth Debsconeag. 30 at 50hr \$1500

Total Preseason: \$10000

Grooming

Administration reporting 30hrs @ 15/hr \$450

Liability Insurance \$1519.25

Fee For Spots \$400.00

Rail road Crossing Permits \$400

Total Admin \$2769.25

Equipment

1 BR400 @ \$121

3 BR 275 @ \$121

All with Mogul Master Drags

BR400/BR275 1380hrs @ \$121 \$166,980.00

Total Grooming, Permits, projected Preseason, Administration and grooming costs 2022/2023 Season
\$179,749.25

We will be grooming with BR 275 or BR 400 Cats this season



DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY
BUREAU OF PARKS & LANDS
OFF-ROAD RECREATIONAL VEHICLE OFFICE
SNOWMOBILE PROGRAM
22 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0022
PH 207-287-4957 FAX 207-287-8111

Received

Posted

SNOWMOBILE CLUB INFORMATION

The club is responsible to provide current forms, submitted minimally once/year. If your club is no longer an active club, please write inactive with the club name and return this form.

All clubs are encouraged to obtain a permanent PO Box or mailing address.

CLUB INFORMATION (Please Type or Print Clearly)

| | | | |
|---|---|---------|-----------|
| Club name: | Twin Pine Snowmobile Club | | |
| Town: | Millinocket | County: | Penobscot |
| Mailing address: | PO Box 669 Millinocket Maine 04462 | | |
| All clubs are encouraged to obtain a permanent PO Box or mailing address. | | | |
| UPS (Shipping) Physical address: | 30 Twin Pine Road Millinocket Maine 04462 | | |
| Resident's name: | c/o New England Outdoor Center | | |
| UPS requires the resident's name on the shipping label. | | | |
| Month officers are elected: | October | | |

OFFICER INFORMATION (Please Type or Print Clearly)

| | | | |
|---------------|-------------------------|---------|----------------|
| President: | Matthew A Polstein | Cell #: | (207) 723-3559 |
| Home Phone: | | Work # | (207) 723-5438 |
| Email: | matt.polstein@gmail.com | | |
| Signature | | | |
| Trail Master: | Max Polstein | Cell #: | (207) 723-1953 |
| Home Phone: | | Work #: | (207) 723-5523 |
| Email: | maxpolstein1@gmail.com | | |

Please **COMPLETE THE BACK** of this form if you're a new club or if address has changed

PROJECT CERTIFICATION

THIS IS TO CERTIFY that the Town Council of Millinocket has authorized Jody Nelson, Project Director, to make application for financial assistance under the provisions of Bureau of Parks and Lands Snowmobile Trail Fund (M.S.R.S. Title 12, Chapter 220, Subchapter VIII, Section 1893-3) for the maintenance of the Town of Millinocket Snowmobile Trail System.

THIS FURTHER CERTIFIES that the Town Council of Millinocket is familiar with the terms and conditions of the Grant-in-Aid Program administered by the Bureau of Parks and Lands from the Snowmobile Trail Fund and has authorized and hereby authorized Jody Nelson, Project Director, to enter into said agreement between the Town of Millinocket and the State of Maine upon approval of the above identified project by the Bureau of Parks and Lands.

THIS FURTHER CERTIFIES that the Town Council of Millinocket has been legally constituted and is responsible for planning and carrying out the Municipal Grant Program, and the Town Council of Millinocket will be responsible, on behalf of the Town of Millinocket, for the continued operation and maintenance of the completed project in accordance with the terms and conditions of the Snowmobile Trail Fund, Grant-in-Aid Program. Attached is true and correct information relating to the established and organization of Municipal Agency or Department.

THIS FURTHER CERTIFIES that except for the financial assistance requested by the project application, no financial assistance has been applied for, given, or promised, under other State or Federal programs.

October 27, 2022

Dated

Dated

October 27, 2022

Dated

Town of Millinocket

Name of Municipality

Town Manager



Project Director

**CONTRACT
BETWEEN
TOWN OF MILLINOCKET
AND
TWIN PINES SNOWMOBILE CLUB**

THIS AGREEMENT, made as the 27th day of October 2022 between the **Twin Pines Snowmobile Club, Inc. (Hereinafter referred to as the Operator)** and **The Town of Millinocket (hereinafter referred to as the Town)**

WITNESSETH: That the parties for the considerations hereinafter set forth agree as follow:

I. DESCRIPTION OF WORK

The Operator shall adequately maintain and groom approximately 108 miles of snowmobile trail in and around the Town of Millinocket and adjoining unorganized territories. Such work shall include (1) the erection and replacement of trail markers, (2) the grooming, compacting and smoothing of the snow covering and trail surface, (3) the removal of trees, limbs, barricades, and other obstructions or material as necessary, from the trail, (4) the building of and replacement of snowmobile trail bridges such that safe passage of the user is ensured, and (5) the plowing and snow removal from designated parking areas that will be utilized by the user groups.

II. Conditions

It is understood the trail has been established pursuant to use permits granted by the owners of the property over which the trail passes, and accordingly, the Agreement is subject to the terms and conditions of such use permits and their continued existence.

It is understood that the Operator shall provide all gasoline and oil to the equipment, as necessary, (except as otherwise provided herein) and personnel to operate same, necessary to perform work specified.

It is understood that the entire trail network shall be groomed at least three times a week when snow conditions permit, and use warrants it. I.T.S. trail specifications duly designated and provided by the Mine Snowmobile Association Trails Committee shall serve as a guide.

IIA. INSURANCE

It is understood that the State of Maine, Department of Conservation, Snowmobile Division, Bureau of Parks, and Recreation, is providing a limited comprehensive general liability insurance policy that will cover any claims of injury of damage to property of landowners, and that the Town of Millinocket will accept this coverage to be on the Operator / Town in the amount of \$ 400,000.00 for each occurrence whether involving injury to person or damages to property.

III. CONTRACT PRICE

The Town hereby agrees to pay to the Operator such consideration of the performance in full by the Operator, on such terms as are hereinafter defined.

Labor defined as not directly attributed to the grooming activity. (Includes brush cutting, bridge building, signing, carpentry, and construction.)

Grant Reimbursement (when applicable)

Materials for bridge construction, Signing, warming huts, and Equipment housing.

Grant reimbursement

Trail grooming and smoothing of snow-covered trail surfaces.

Grant reimbursement

The Operator shall pay all Federal, State, or local and/or Use taxes applicable to material, process or devices purchased or used in connection with the work under this contract. Reimbursement of this expense will be at the discretion of the Town's contract administrator.

IV. GRANT-IN-AID REQUEST AND COST ESTIMATE

It is understood that the Town will submit for approval to the State of Maine, Snowmobile Division, Bureau of Parks and Recreation, a request for a Grant-In-Aid

which will provide for seventy percent (70%) of the total cost of the Town of Millinocket's Snowmobile Program which in part is being enacted by the said Operator.

Thirty percent (30%) or seed money for this grant will be provided by the Town as local funds in agreement equal to the State draw down. The total amount of the grant and seed money will not exceed the estimated total amount of \$165,069.25 The Grant split will be:

Local: 30% = \$53,924.77 raised by private funds + \$15,000 Town Budgeted)
State 70% = \$125,824.48

It is understood that the Operator will prepare and submit to the Town for their review and signatures the Grant-In-Aid request, which in turn will be submitted by the Town to the State Bureau of Parks and Recreation, Snowmobile Division, for approval.

V. TIME AND MANNER OF PAYMENTS

The Operator will submit to the Town on a monthly basis a detailed bill which will outline the Operator's incurred expenses that are in whole directly related to this contract as outlined in Section III.

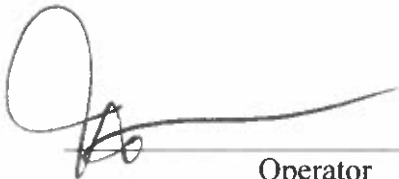
The Town will make payments as per submitted Operator's bill and then submit a request for seventy percent (70%) reimbursement of that amount which is subject to approval by the State Administrator. The detailed billing as presented to the Town by the Operator will serve as evidence for the Town's request.

All statements presented for payment to the Town will have review and approval by the Project Director. This Treasurer will present all bills for payment to the Town's Contract Administrator or its designee.

VI. APPLICABLE LAW

The laws of the State of Maine shall govern this contract.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands as of the day and year first above written.


Operator

Twin Pines Snowmobile Club, Inc.

By President
(Title)

(Witness)


Project Director

By Director of Recreation
(Title)

Town Manager



**TOWN OF MILLINOCKET 2022-2023
SNOWMOBILE TRAIL MUNICIPAL GRANT APPLICATION**

Summary:

This Grant Request has been developed and presented for approval by the Twin Pines Snowmobile Club and Jody Nelson, Director, Recreation Department, Town of Millinocket.

This request is the result of the Twin Pine Snowmobile Club and the Town of Millinocket's effort to continue its commitment to the ongoing program in the Katahdin Region to create and maintain excellent snowmobile trail conditions and facilities. The traffic in this region continues to get heavier and heavier each season. The contractors are going out four and sometimes five times per week in order to maintain the trails.

This year's grant request is for a total of \$ 179,749.25

The Grant funding split is a 70 % / 30 % split with the State share at 70%

This split would represent (State Share): \$ 125,824.48

The Municipal / Privately funded share at 30 % would be \$ 53,924.77

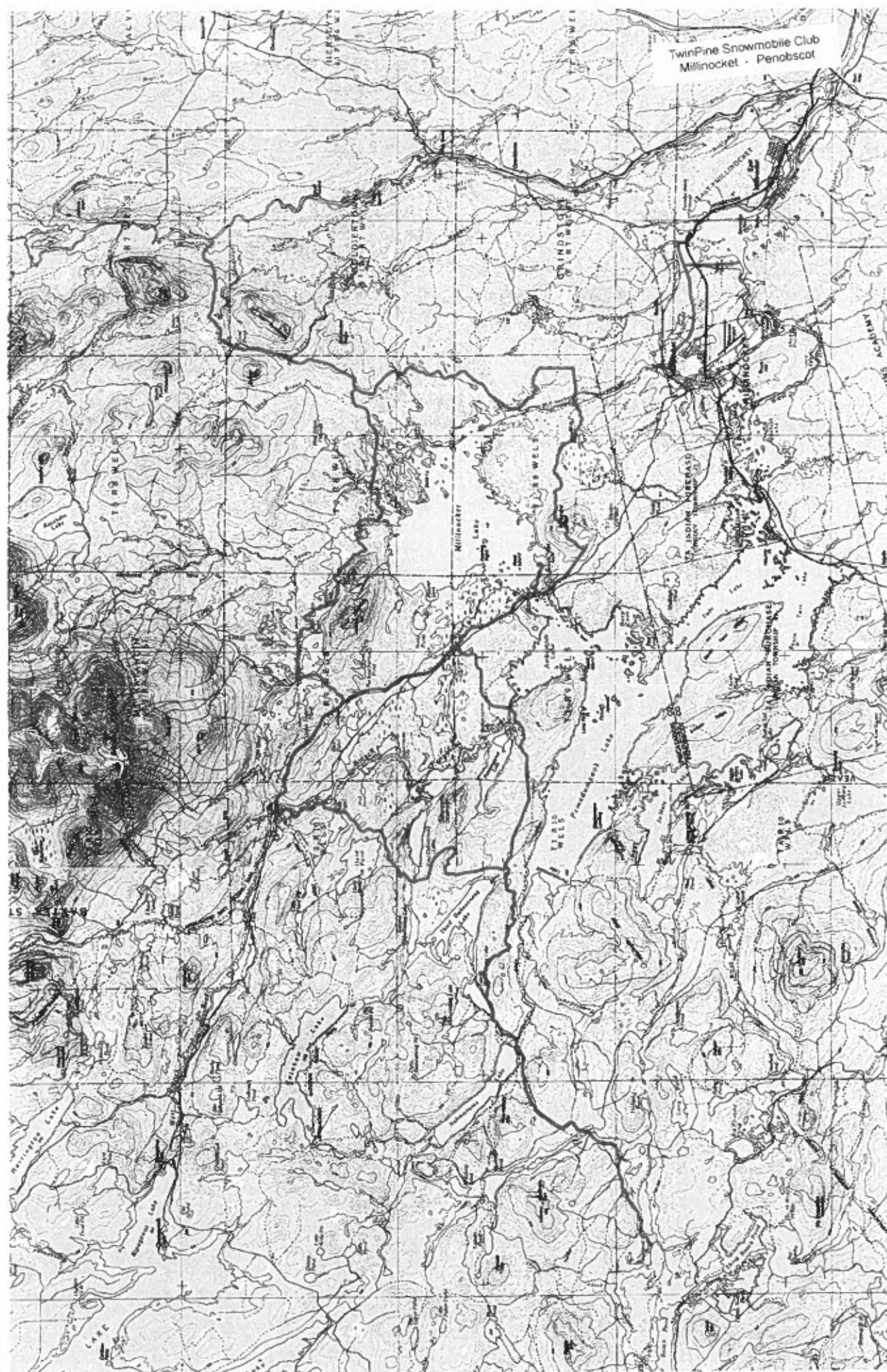
The remaining portion of the Municipal / Private funding share not provided by the Town of Millinocket is \$53,924.77 be provided by private funding.

Respectfully submitted,



Jody Nelson, Director of Recreation

Attachment: Project Map for 2022/2023 year



STATEMENT OF AFFIRMATIVE LANDOWNERS' PERMISSION

The Twin Pines Snowmobile Club and Representatives thereof certify that all Landowners associated with the Millinocket Municipal Trail System have been contacted and permission granted use for the **2022/2023** Season.

Land Owners needing to be named additional Insured 2022-2023

The Nature Conservancy

Maine Field Office

14 Maine Street, Suite 401

Brunswick, ME 04011

Town of Millinocket

197 Penobscot Ave.

Millinocket, ME 04462

Katahdin Timberlands, LLC

P. O. Box 38

Millinocket, ME 04462

Katahdin paper Co., LLC

One Katahdin Ave.

Millinocket, Me 04462

Hammond Ridge Development Com, LLC

30 Twin Pines Rd.

Millinocket, ME 04462

Plum Creek Maine Timberlands, LLC

49 Mountain Ave.

Fairfield, ME 04937

Twin Pines Camps, LLC
Black Cat Rd.
Millinocket, ME 044621

Huber Resources Corp.
1141 Main St.
Old Town , ME 04468

Bureau of Parks and Lands
Maine Department of conservation
P.O. Box 415
87 Airport Rd.
Old Town, ME 04468

Prentiss & Carlisle
P.O. Box 637
Bangor, ME 04401

Debbie and Gary Jandreau
200 Iron Bridge Rd.
Millinocket ,ME 04462

Big Moose Inn
P.O. 98
Millinocket, Me 04462

David Cyr

Black Cat Rd.

Millinocket, Me 04462

Tom and Sandy Bell

North Woods Store

1605 Baxter State Park Rd.

Millinocket, Me 04462

Katahdin Woods and Waters national Monument

P.O. Box 446

Patten, Me 04765

ORDER #271-2022

PROVIDING FOR: Extension of Agreement.

IT IS ORDERED that the Millinocket Town Council grants approval to extend the agreement from BNRG Maine, LLC to BD Solar Millinocket LLC, a limited liability company, between the Town of Millinocket, and scheduled to expire on November 1, 2022, for one (1) year, to expire November 1, 2023; and,

IT IS FURTHER ORDERED that the last two sentences of Section 2.2 of the Lease-Option Agreement are amended as attached.

PASSED BY THE COUNCIL: _____

ATTEST: _____

EXTENSION TO LEASE-OPTION AGREEMENT

THIS EXTENSION TO LEASE-OPTION AGREEMENT (hereinafter referred to as the "Extension") is entered into by and among **BD Solar Millinocket LLC**, a Maine limited liability company (hereinafter referred to as "Developer"), and **The Town of Millinocket** (the "Landowner") (each a "Party", and collectively the "Parties").

WHEREAS, the Parties entered into a Lease-Option Agreement on July 16, 2020 (hereinafter referred to as the "Lease-Option Agreement");

WHEREAS, BNRG Maine, LLC assigned the Lease-Option Agreement to BD Solar Millinocket LLC on May 18, 2022;

WHEREAS, the Parties wish to amend the Lease-Option Agreement to add a Third Year Option Period, upon certain conditions as set forth below;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

The last two sentences of Section 2.2 of the Lease-Option Agreement are amended and restated as follows:

The Developer may extend this agreement for up to three (3) years. In order to extend the agreement, Developer must notify Landowner in writing and pay to Landowner an option fee of \$1,500 per annum for the first year, \$3,000 per annum for the second year, and \$3,000 per annum for the third year provided that Developer pays the third-year option fee on or before November 1, 2022, in which case the Agreement will be valid through November 1, 2023.

IN WITNESS WHEREOF, the undersigned have duly executed this extension of the Lease-Option Agreement as of the ____ day of _____, 2022.

DEVELOPER:

BD SOLAR MILLINOCKET LLC

By: _____
Nicholas Mazuroski, Its Treasurer

LANDOWNER:

By: _____
[Title _____]

ORDER #272-2022

PROVIDING FOR Approval of Bee Line, Inc Franchise Agreement

IT IS ORDERED that the Town Council hereby approves the Cable Television Franchise Agreement with Bee Line, Inc, a copy of which is attached and made a permanent part of the Town's records, per the terms and conditions contained therein. The agreement will be effective from October 27, 2022, through to October 27, 2032, if approved today, with a single ten (10) year renewal option subject to the mutual agreement of the parties.

Passed by Council _____

Attest: _____

CABLE TELEVISION FRANCHISE AGREEMENT

THIS CABLE TELEVISION FRANCHISE AGREEMENT ("Agreement") entered into this ____ day of October 2022 by and between the **INHABITANTS OF THE TOWN OF MILLINOCKET**, County of Penobscot and State of Maine, a body politic and corporate (the "Town") and **BEE LINE, INC.**, a corporation duly organized and existing under the laws of the State of Maine (the "Grantee").

WHEREAS, on March 30, 1961, the Town granted to the Grantee a franchise for a local cable television system; and

WHEREAS, the aforementioned franchise expired on December 13, 2017, and

WHEREAS, the Town desires to renew its franchise for a local cable television system pursuant to its authority under Title 30-A.M.R.S.A. 3008; and

NOW THEREFORE, in consideration of their mutual covenants, promises and agreements contained herein, the Town and the Grantee agree as follows:

I. SHORT TITLE

This Franchise shall be known and may be cited as the Town of Millinocket Cable Franchise.

II. DEFINITIONS

For the purpose of this Franchise, the following terms, phrases and words and their derivations shall have the meanings specified herein. When not inconsistent with the context, words used in the present tense include the future and words in the singular form include the plural form.

A. "Basic Cable Service" means any service tier which includes the retransmission of local television broadcast signals.

B. "Town Council" means the Town Council of the Town of Millinocket.

C. "Cable Service" means the two-way transmission to subscribers of video or other programming services and subscriber interaction, if any, which is required for the selection of such video programming or other programming service.

D. "Cable Television System" or "Cable System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within the franchise area for a fixed or periodic fee, employing wires or cables passing along, over, under, across and upon streets, ways, lanes, alleys, parkways, bridges, highways and other public places, including property over which the Town has an easement or right of way. "Cable Television System" shall not include any such facility that exclusively serves the residents of one or more unit dwellings under common ownership.

E. "Federal Communications Commission" or "FCC" means the present federal agency which is granted jurisdiction over certain activities of the Town and the Grantee pursuant to the Communications Act, as amended, or any successor agency created by the United States Congress having equivalent jurisdiction.

F. "Franchise" means the authorization granted under this Agreement relating to right, privilege and authority to construct, erect, operate, and maintain, in, upon, along, across, above, over and under the streets, alleys, telephone line easements, power line easements, public ways and public places now laid out or dedicated, and all extensions thereof, in the Town, a system of poles, wires, cables, optical fibers, underground conduits, manholes and other conductors and fixtures necessary to maintain and operate a Cable Television System.

G. "Grantee" means Bee Line, Inc.

H. "Subscriber" means any person, firm, partnership, company, municipality, corporation or association lawfully receiving services from the Grantee.

I. "Town" means the Town of Millinocket, its Town Council, officials, agents and employees unless otherwise specifically designated, and the area within the territorial Town limits.

J. Other Definitions: any term defined in FCC rules and/or regulations, or by Federal law, as of the effective date of this Franchise, but not included in the foregoing definitions, shall be incorporated herein by reference as if set forth in full, and shall be defined as appears in such rules and/or regulations.

III. AUTHORIZATION

A. Grant of Franchise. There is hereby granted by the Town of Millinocket the right, privilege and Franchise to construct, operate and maintain a cable television system in, upon, along, across, above, over and under the streets, alleys, telephone line easements, power line easements, public ways and public places now laid out or dedicated and all extensions thereof, and additions thereto, poles, wires, cables, underground conduits, manholes and other cable conductors and fixtures necessary for maintenance and operation in the Town of Millinocket of a Cable Television System, to be used for the sale and distribution of Cable Television Service to Subscribers and institutions in the town. This Franchise is granted in conformity with and should be construed in accordance with federal, state, and local laws in force and effect during the period for which this Franchise is granted. This Franchise shall take effect and be in force from and after the final execution of this Franchise by the Town and Grantee. The duration of the rights, privileges and authorizations hereby granted shall be for a period of ten (10) years from the effective date hereof, unless validly terminated, revoked or otherwise discontinued as provided in this Agreement. The Grantee shall have the option to renew this Franchise for one (1) ten (10) year period, with approval of the Town. The application for renewal or extension of the Franchise shall not be made within the first six (6) years of the effective date of this Franchise and not later than one (1) year before the expiration date of this Franchise. The Cable Television System for which this Franchise is granted shall be primarily for the purpose of transmission and distribution of audio and visual impulses of television energy, in accordance with the laws and regulations of the United States of America, the State of Maine and the ordinances of the Town now in existence or hereafter adopted, provided that no such future ordinance or regulation of the Town shall amend the terms of this agreement without the consent of the Grantee. The foregoing description of purpose shall not be deemed a limitation of the right of the Grantee to use the Cable Television System for any lawful purpose.

B. Assignment. Said Franchise cannot in any event, be sold, transferred, leased, assigned or disposed of in whole or in part, either by forced or voluntary sale, merger, consolidation, mortgage, trust, receivership or any other means without the prior consent of the Town expressed by a vote of the Town Council. Such consent will not be arbitrarily or unreasonably withheld by the Town. No such transfer shall be effective unless the transferee shall file a written statement with the Town agreeing to be bound by all the terms and conditions of this Franchise. It shall not be deemed a transfer if it is transferred to any entity controlled more than fifty percent (50%) by Grantee.

C. Approval. Grantee agrees to obtain the prior approval of the Town before transferring or selling controlling interest in the corporation, which approval shall not be unreasonably or unnecessarily withheld.

IV. STREET OCCUPANCY

A. No Interference. The Grantee's transmission and distribution system, poles, wires, and appurtenances shall be located, erected, and maintained so as not to endanger or interfere with the lives of persons, or to interfere with new improvements the Town may deem proper to make or to unnecessarily hinder or obstruct the free use of the streets, alleys, bridges, or public property. Removal of poles to avoid such interference will be at the Grantee's expense, and all such poles or other fixtures placed in a street shall be placed in the right of way between the roadway and the adjacent property.

B. Installation. Construction and maintenance of the transmission distribution system shall be in accordance with the provisions of the National Electrical Safety Code, prepared by the National Bureau of Standards, the National Electrical Code of the National Board of Fire Underwriters, and such applicable ordinances and regulations of the Town affecting electrical installations which may be in effect.

C. Nature of Installations. All installations of equipment shall be permanent in nature, durable, and installed in accordance with good engineering practices and of sufficient height to comply with all existing Town regulations, ordinances, and State laws so as not to interfere in any manner with the right of the public or individual property owner, and shall not

interfere with the travel and use of public places by the public and during the construction, repair or removal thereof; and shall not obstruct or impede traffic.

D. Maintenance and Operation. In the maintenance and operation of its cable television system in the streets, alleys and other public places and in the course of any new construction or addition to its facilities, the Grantee shall proceed so as to cause the least possible inconvenience to the general public; any opening or obstruction in the streets or other public places made by the Grantee in the course of its operations shall be guarded and protected at all times by the placement of adequate barriers, fences or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly designated by warning lights. Any excavation or taking up of pavement, curbing or sidewalks shall be done only with the approval of the Town, and shall be repaved by the Grantee.

E. Relocations. In the event the Town shall relocate a street, raise or lower a bridge, or make any other changes requiring the removal of utility installations, the Grantee shall remove or relocate its installations at said locations at no cost to the Town.

F. Restoration or Reimbursement. In the event of disturbance of any street or private property by the Grantee, it shall at its own expense, and within a reasonable period of time, replace and restore such street or private property to be safe for the general public.

V. OPERATIONS

A. Operations to be in Accordance with Rules. The Grantee shall maintain and operate its Cable Television System in accordance with Federal law (47 U.S.C. & 521 et seq.) (the "Cable Act"), the rules and regulations of the Federal Communications Commission (47 C.F.R. Part 76) and its policies and order, the laws of the State of Maine and the Town, as are incorporated herein or may be promulgated hereafter, provided that no such future rule or regulation of the Town shall contradict preempting Federal authority, nor amend the terms of this Agreement without the consent of the Grantee.

B. Public Lines. The Grantee shall, without an installation or monthly subscription charge, provide one basic cable outlet to the Town Office and one basic cable outlet to all public schools, libraries and buildings within the Town.

C. Services. The Grantees shall maintain a Cable Television System with a frequency spectrum of five (5) to eight hundred sixty (860) Megahertz (Mhz) as currently operated in said Town. It is the Grantee's and the Town's intent that new developments in the art be incorporated into the cable system whenever it would be in the Subscriber's best interest to do so, taking into consideration all relevant economic and technological factors.

D. Public Access Channel. At the request of either a majority of Subscribers or a majority of the members of the Town Council, the Grantee shall set aside one channel within Grantee's system which shall be dedicated to public access services and which shall be for the joint use of the Town and the Town of East Millinocket. This channel shall be made available to the public for educational and governmental users, as requested by the Town, except that advertising by or on behalf of candidates for public office, lottery information, or obscene or indecent material shall be prohibited from carriage on this channel.

E. The Grantee will make semi-annual monetary contributions to the support of the Public Access Channel of \$6,000.00, totaling \$12,000 per year, to assist with the operating expenses, equipment purchases, and general maintenance of the Channel. Payment shall be due and payable no later than 90 days after the end of the fiscal year for which payment is made.

VI. INDEMNIFICATION AND INSURANCE

A. Indemnification. The Grantee shall indemnify, protect and save harmless the Town, its officers, agents and employees from and against all claims, damages, losses and expenses, including reasonable attorney's fees incurred by the Town on account of any suit, judgment, execution, claim or demand whatsoever arising from the operation or maintenance of the Grantee's Cable system in the Town. The Town shall notify Grantee within thirty (30) days after the presentation of any claim or demand, either by suit or otherwise, made against the Town on account of any negligence or other claim or liability occasioned or arising out of the operation, maintenance, or construction of the Grantee's Cable System within the Town. For the duration of the Franchise and all renewals thereof, Grantee shall carry and present evidence of carriage of liability insurance covering property damage and public liability from an insurance company or companies duly authorized to do business in the State of Maine, insuring the Grantee and the Town with respect to the construction, operation and maintenance of the system. The

amounts of such insurance against liability due to physical damages to property shall not be less than Fifty Thousand Dollars (\$50,000.00) as to any one accident and not less than Three Hundred Thousand Dollars (\$300,000.00) aggregate in any single policy year; and against liability due to bodily injury or to death of persons not less than Three Hundred Thousand Dollars (\$300,000.00) as to any one person and not less than One Million Dollars (\$1,000,000.00) as to any one accident. Said policy shall protect the Town by naming it as an insured party from and against any and all claims, actions, suits, liabilities, expenses or damages of any kind or description which may occur to or be suffered by the Town or any one, by reason of the construction, maintenance, or operation of the Grantee's facility. The Grantee shall also carry such insurance as it deems necessary to protect it from all claims under the Workers' Compensation Laws in effect that may be applicable to the Grantee. In addition, the Grantee shall indemnify the Town and its officials and shall hold them and each of them harmless of and from any and all liability with respect to alleged copyright infringements, and with respect to the subject matter of any program transmitted by the Grantee.

B. Contravention of Provisions; Costs of Litigation. The reasonable costs of any litigation incurred by the Town to enforce either the provisions of this Franchise or the laws governing this Franchise against the Grantee shall be reimbursed to the Town by the Grantee. Such costs shall include filing fees, costs of depositions, discovery and expert witnesses, all other expenses of suit and a reasonable attorney's fee. The reimbursement of such costs shall be required only if a final judgment should be entered in favor of the Town.

VII. SERVICE STANDARDS

A. The Grantee shall provide Subscribers and Town with thirty (30) days advance notice of an increase in rates or deletion of a channel.

B. Upon reasonable notice, Grantee shall expeditiously investigate and resolve complaints regarding the quality of service, equipment malfunctions, and other matters. In the event service to any Subscriber is interrupted for six (6) or more consecutive hours, the Grantee shall, upon request, grant that Subscriber a pro rata credit or rebate, if such interruption was not caused by the subscriber.

C. Grantee shall have at least one full time technician stationed within the Millinocket system. Company shall have a location (office, store or mail drop) in the Millinocket area or in such other location sufficient to provide reasonably comparable access by Subscribers and service and response times, available from at least 9:30 a.m. to 4:00 p.m. Monday through Friday, legal holidays excepted, where Subscribers can make payment of bills received from Company. Grantee shall have a listed toll-free number so that complaints and requests for repairs or adjustments may be received twenty-four hours a day, seven days a week. All Subscriber complaints must be handled promptly and in no case shall go unanswered or uninvestigated for more than three (3) business days.

D. Complaint Procedure:

1. Grantee shall promulgate a written policy statement setting forth the procedure for reporting and resolving Subscriber complaints. For each new Subscriber, and annually thereafter, the Grantee shall cause to be mailed to each of its Subscribers a notice that:

- a. Informs Subscribers of how to communicate their views and complaints to the Grantee, the proper municipal official and the Attorney General;
- b. States the responsibility of the Department of the Attorney General to receive consumer complaints concerning matters other than channel selection and rates; and
- c. States the policy regarding and method by which Subscribers may request rebates or pro rata credits as described in subsection E of this Section.

The notice shall be understandable by the general public, written in non-technical language, and contained in a convenient format. On or before January 30th of each year, the Grantee shall certify to the Town and to the Department of the Attorney General that it has distributed the notice during the previous calendar year as required by this paragraph.

2. Recording Subscriber complaints shall be as follows:

- a. The Grantee shall keep a record or log of all written complaints received regarding quality of service, equipment malfunctions, billing procedure,

employee attitude and similar matters. These records shall be maintained for a period of 2 years.

b. The record shall contain the following information for each complaint.

(i) Date, time and nature of the complaint;

(ii) Name, address and telephone number of the person complaining;

(iii) Investigation of the complaint;

(iv) Manner and time of resolution of the complaint;

(v) If the complaint regards equipment malfunction or the quality of reception, a report indicating corrective steps taken, with the nature of the problem stated; and

(vi) Consistent with subscriber privacy provisions contained in the Cable Communications Policy Act of 1984, Public Law 98-549, as amended by the Cable Television Consumer Protection and Competition Act of 1992, Public Law 102-385, the Grantee shall make the logs or records of complainants available to any authorized agent of the Town upon request during normal business hours for on-site review.

E. Pro-Rated Service. In the event a Subscriber's service is terminated, monthly charges for service shall be pro-rated on a daily basis and, where advance payment has been made by a Subscriber, the appropriate refund shall be made by the Grantee to the Subscriber within thirty days of such termination.

VIII. FRANCHISE FEE

A. Franchise Fee. The Town shall retain its rights to adopt and impose a franchise fee on the Grantee, upon proper notice to the Grantee consistent with this agreement.

B. Computation. The Town shall be furnished at the time the fee is paid, with a financial statement from a Certified Public Accountant reflecting the total annual gross Subscriber revenue as defined immediately above in subsection A, for the payment period. The fee shall be due and payable on or before January 1 for the Grantee's previous fiscal year in

which the fee has accrued. If the fee is not paid when due, interest therein shall accrue at the rate allowable by the State for past-due real property taxes.

C. **Limitation on Franchise Fee Actions.** The period of limitation for recovery of any franchise fee payable hereunder shall be two (2) years from the date on which payment by the Grantee is due. Unless within two (2) years from and after said payment due date the Town initiates a lawsuit for recovery of such franchise fees in a court of competent jurisdiction, such recovery shall be barred and the Town shall be stopped from asserting any claims whatsoever against the Grantee relating to any such alleged deficiencies.

IX. RATES, CHARGES AND SERVICES

A. **Charges for Services.** All subscription rates and charges for any Subscriber service or installation of equipment shall be adequate and nondiscriminatory, and shall be uniform across the franchise area.

B. Annually, at a time mutually agreed to by the Town and Grantee, a representative of the Grantee shall attend a meeting of the Town Council to discuss cable service during the past year and any plans the Grantee has for the coming year. At this public meeting, interested citizens may also be provided an opportunity to comment on cable services.

X. NEW TECHNOLOGY

A. **Town Options.** The Town shall have the right ("option"), effective at any time after the end of the third year of term hereof, to require Grantee to provide technological improvements necessary to give the cable system the capability of offering services then being offered by at least 30 percent of American cable systems comparable in size (number of subscribers served by the system).

B. **Requirements.** In order for The Town to exercise any of the options, the following requirements must be met:

1. The Town must first conduct a public hearing to consider the technological improvements which are the subject of the option, on at least sixty (60) days notice to Grantee, and all interested parties, including Grantee, are given an opportunity to be heard.

2. Such technological improvements are technically and economically feasible. Economically feasible shall mean that Grantee will have reasonable prospects of earning a reasonable return on its net investment in the cable system after installation of equipment necessary for the provision of such technological improvements.

3. The Town may exercise any of its options by giving Grantee at least nine months' notice thereof, such notice to be given not later than six months after the date of the above-required hearing held to consider exercise of such option.

The procedures provided in this subsection are not exclusive of any other remedies or procedures that may be available at law or in equity.

XI. EXTENSION POLICY

Grantee shall extend its actual cable lines to any dwelling unit where said lines will serve twenty (20) or more Subscribers per mile, or reach a location with a number of subscribers equivalent to the above standard for the distance traveled. This provision sets a minimum standard for the average number of Subscribers in the extension; the actual extensions will cover the maximum distance arrived at by using the twenty (20) Subscriber per mile standard on any road within the town. Grantee also agrees to extend and provide service to Subscribers who do not qualify under the extension policy only if said Subscribers agree to pay the actual costs incurred by Grantee in constructing said extension. A petition must be presented to the Grantee containing the required number of Subscribers, with a duplicate filed with the Town. Such extension shall be completed within a time period agreed upon by the Town and Grantee. Distances provided for herein shall be measured along the center line of roads and the number required Subscribers for an extension will be adjusted for each fraction of a mile.

XII. RENEWAL OF FRANCHISE

The Franchising Authority and the Grantee agree that any proceedings undertaken by the Franchising Authority that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provision of Section 626 of the Cable Act (as such existed as of the effective date of the Cable Act), unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent

provision of federal and state law. In addition to the procedures set forth in said Section 626 (a), the Franchising Authority agrees to notify Grantee of its preliminary assessments regarding the identity of future cable-related community needs and interests, as well as, the past performance of Grantee under the then current Franchise term. The Franchise Authority further agrees that such a preliminary assessment shall be provided to the Grantee prior to the time that the four (4) month period referred to in Subsection (c) of Section 626 is considered to begin.

Notwithstanding anything to the contrary set forth in this paragraph, the Grantee and the Franchising Authority agree that any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the Franchising Authority and the Grantee may agree to undertake and finalize negotiations regarding renewal of the then current Franchise and the Franchising Authority may grant a renewal thereof. The Grantee and the Franchising Authority consider the terms set forth in this section to be consistent with the express provisions of Section 626 of the Cable Act.

XIII. SALE OR ASSIGNMENT OF SYSTEM

Grantee's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered, other than to an Affiliate, without the prior consent of the Franchising Authority, such consent not to be unreasonably withheld, *provided, however*, that notwithstanding the foregoing and Section III (B) hereof, no such consent shall be required for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of Grantee in the Franchise or Cable System in order to secure indebtedness.

XIV. TERMINATION

A. Revocation. The Town reserves the right to terminate this Franchise and rescind all rights and privileges associated with it in the following circumstances:

1. If Grantee persistently and deliberately fails to comply in any material respect with the provisions of this Franchise and such failure shall continue beyond thirty (30) days after receipt of written notice of such failure from the Town Council; provided, however, that noncompliance shall not be cause for termination if Grantee is making a bona-fide attempt to cure the condition causing noncompliance or if the condition causing noncompliance is beyond the control of the Grantee;

2. If a petition is filed by or against the Grantee under the Bankruptcy Act, or any other insolvency or creditors' rights law, state or federal, and the Grantee shall fail to have it dismissed;

3. If the Grantee becomes financially insolvent or makes an assignment for the benefit of creditors; or

4. If the Grantee ceases to provide service over the Cable Television System and fails to reinstate service after notice as in Paragraph (1) above.

B. Procedure Prior to Revocation. Prior to any decision by the Town to terminate this Franchise, Grantee shall be entitled to an opportunity to be heard by the Town Council upon a minimum of thirty (30) days' notice.

C. Surrender of Franchise. The Grantee may surrender this Franchise at any time upon filing with the Town Clerk a written notice of its intention to do so at least six (6) months before the surrender date. On the surrender date specified in the notice, if Grantee has completed performance as specified herein, and on payment of any franchise fees due as of the surrender date, all of the rights and privileges and all of the obligations, duties and liabilities of the Grantee shall terminate.

D. If, after the occurrence of a public hearing as provided in paragraph B, the Town revokes this Franchise, or if the Grantee surrenders this Franchise pursuant to paragraph C, Grantee shall have the option (i) to remove all of its equipment associated with the Cable Television System at its own expense or (ii) to sell the Cable Television System.

XV. SEVERABILITY

If any section, subsection, sentence, clause, phrase or word of this Franchise, should be held invalid or unconstitutional either by the FCC or any court of competent jurisdiction, such section, subsection, sentence, clause, phrase or word shall be deemed severable as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

XVI. CONSTRUCTION

No provision of this Agreement shall be construed to limit the rights of, or protections given, to the Grantee pursuant to federal law.

XVII. AMENDMENT OR MODIFICATION, MOST FAVORED NATION

This Franchise shall not be amended or modified except by written agreement executed in the same manner as this Franchise. In the event the Franchising Authority enters into a franchise, permit, license, authorization or other agreement of any kind with any other person or entity other than Grantee to enter into the City's streets and public ways for the purpose of constructing or operating a Cable System or providing Cable service, or other video programming comparable to Cable Service, to any part of the service area, the material provisions thereof shall be reasonable comparable to those contained herein, in order that one operator not be granted an unfair competitive advantage over another, and to provide all parties equal protection under the law.

XVIII. NOTICES

Notices required to be sent to the Town shall be in writing and shall be delivered by hand, or shall be sent by certified mail, return receipt requested, in either case to the Town Manager, Town of Millinocket, 197 Penobscot Avenue, Millinocket, Maine 04462, or such other address as may be designated by the Town in writing. Notices required to be sent to Grantee shall be in writing and shall be delivered by hand, or shall be sent by certified mail, return receipt requested, to Grantee at P.O. Box 2276, Skowhegan, Maine 04976.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

WITNESS:

TOWN OF MILLINOCKET

BY: _____

BY: _____

BY: _____

BY: _____

BY: _____

BY: _____

WITNESS TO ALL

BY: _____
ITS TOWN COUNCIL

BEE LINE, INC.

WITNESS

BY: _____
ITS PRESIDENT

ORDER #273-2022

PROVIDING FOR: Approval for the Town Manager to execute an Ambulance Collection Agency Agreement

WHEREAS the Town needs a collection agency agreement for delinquent ambulance bills; and

WHEREAS there have been favorable discussions with The Thomas Agency Collection Agency located in Westbrook, Maine;

IT IS THEREFORE ORDERED that the Town Manager negotiate and execute an Ambulance Collection Agency Agreement with The Thomas Agency.

PASSED BY THE COUNCIL: _____

ATTEST: _____

COLLECTION AGENCY AGREEMENT

This AGREEMENT made and entered into this first day of October, 2022, by and between, Town of Millinocket, hereinafter referred to as "Client", and The Thomas Agency, a collection agency duly licensed under and pursuant to the laws of the State of Maine, and the Federal Fair Debt Collection Practices Act, hereinafter referred to as "Agent":

WHEREAS, Client desires Agent to undertake the collection of Client's delinquent accounts, in the manner and under the terms and conditions hereinafter set forth; and,

WHEREAS, the parties contemplate a future course of dealing as Client and Agent, and desire to set forth and define herein the mutual rights, obligations and liabilities of the parties hereto in such course of dealing,

NOW, therefore, in consideration of the mutual premises, conditions and agreements of the parties hereto, it is hereby agreed as follows:

1. Client hereby appoints agent to collect all sums due or payable to Client for claims, which the Client lists with Agent.
2. Client warrants, that so far as is known to Client, each account assigned is a valid and existing account against the debtor.
3. Agent shall have the authority to receive payment in cash, check, money order or credit card and shall have the authority to endorse checks, drafts, money orders, and other negotiable instruments which may be received in payment. However, the Agent may not settle an account for less than the amount owed without prior authorization from the client.
4. Agent shall use all legal means to effect collection of accounts referred for collection, such as letters, telephone calls, and notices.
5. Client reserves to itself the decision whether its claims shall be placed in litigation. In the event all ordinary and reasonable collection efforts fail, Client may authorize Agent in writing to retain an attorney for Client on prescribed terms and to commence litigation in the name of the Client. Only such attorney selected shall be considered Client's attorney. When the attorney collects an account, in whole or in part, the attorney may deduct earned fees and remit the balance to Agent who shall then be responsible to update its records accordingly and remit balance to Client.
6. Upon written consent from Client, Agent may forward claims to an agency in another area for assistance in collection, and such other collection agency shall have the authority to exercise all ordinary and reasonable collection efforts as permitted by law, and shall remit to Agent less any agreed commissions, and Agent shall then remit to Client less any agreed commissions. Client reserves to itself the decision whether the forwarded claim shall be placed in litigation, and may appoint in writing such other collection agency as its agent to retain an attorney and commence litigation.

7. All expenditures to effect collection of accounts shall be borne by the Agent, excluding court costs expended on accounts specifically authorized for suit.
8. Agent agrees to release and return accounts assigned for collection after receipt of a written notice. Accounts in process of collection by Agent, or externally through an affiliated collection agent, will be returned within thirty (30) days of written notice.
9. Agent shall remit all monies, either gross or net, collected the previous month and a report shall be given to the Client no later than the tenth (10th) of the month following the close of the previous month. All monies due the Client shall be remitted in full with a statement of each collection showing names in alphabetical order. The debtor's name, account number, date collected, amount collected, whether paid to Client or Agent, fee due Agent will be shown on each monthly remittance. Client may confirm the accuracy of all payment information furnished by Agent by contacting the debtor directly.
10. Client agrees to promptly report all payments, bankruptcy notices, and any and all communications from the debtor or third party.
11. Agent shall provide an acknowledgment of accounts listed indicating name, account number, balance due, total number of accounts and total balance assigned.
12. Agent shall provide a monthly listing of accounts returned to the Client as uncollectible with an explanation as to why they are being returned.
13. Agent shall furnish a toll free "800" number for client follow-up purposes.
14. Agent shall report accounts \$50.00 or over to the local credit file when so instructed by Client.
15. Agency shall make records and account information available for Client audit and inspection at any time during normal business hours. Normal business hours are considered to be Monday through Thursday 8:00 AM to 8:00 PM, Friday 8:00 AM to 5:00 PM, and Saturday 8:00 AM to 12:00 PM.
16. Agent shall be entitled to a flat commission rate of thirty (30%) on all monies collected. Commission rate shall also apply to all payments made directly to the Client. On accounts forwarded to an agency outside the geographic area or to an attorney for legal action, commissions and cost shall be described on a per account basis.
17. Agent shall indemnify and hold Client harmless from any and all claims, demand, or causes of action that may be asserted due to collection activity of Agent on any accounts.
18. Client agrees to indemnify and hold Agent harmless from any and all claims, demand, or causes of action that may be asserted due to the activities of Client on any accounts.
19. Agent shall maintain at its own expense professional liability insurance of \$1,000,000.00.
20. This agreement shall continue in force for an indefinite period beginning October 1, 2022. Either Client or Agent may terminate this agreement with proper written notification, and Clause 8 – "release and return accounts" shall be part of termination.
21. Notices provided for in this agreement shall be given in writing and shall be personally delivered or transmitted by mail, addressed as follows

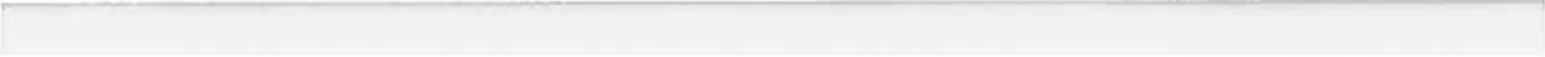
If to Agent: The Thomas Agency
207 Larrabee Road, Suite 6
Westbrook ME 04092
In Care of: Jon King

If to Client: Town of Millinocket
197 Penobscot Ave
Millinocket, ME 04462
In Care of: Mary Alice Cullen

In witness whereof, the parties hereto have signed this agreement as of the day and year first written above.

By Jon King Title Account Executive
The Thomas Agency

By _____ Title _____
Town of Millinocket



PRIVACY ADDENDUM

This Privacy Addendum ("Addendum") is entered into by Town of Millinocket, ("Covered Entity") and The Thomas Agency ("Business Associate") on October 1, 2022.

RECITALS

Whereas, the purpose of this Addendum is to comply with the Standard for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164.

Whereas, the parties have an agreement dated October 1, 2022, (the "Service Agreement") under which the Business Associate uses and/or discloses, or otherwise has access to, Protected Health Information in its performance of services for Covered Entity.

Whereas, this addendum sets forth the terms and conditions pursuant to which Protected Health Information that is provided by, or created or received by, the Business Associate from or on behalf of the Covered Entity will be handled.

Now Therefore, in consideration of the foregoing and of the mutual covenants and agreements hereinafter addressed, the parties agree as follows:

DEFINITIONS FOR USE IN THIS ADDENDUM

"Designated Record Set" shall mean a group of records maintained by or for the Covered Entity that is (i) the medical records and billing records about individuals maintained by or for the Covered Entity, (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the Covered Entity to make decisions about individuals. As used herein the term "Record" means any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for the Covered Entity.

"Electronic Media" shall mean the mode of electronic transmissions. It includes the Internet, extranet (using Internet technology to link a business with information only accessible to collaborating parties), leased lines, dial-up lines, private networks, and those transmissions that are physically moved from one location to another using magnetic tape, disk, or compact disk media.

"Individual" shall mean the person who is the subject of the Individually Identifiable Health Information, and shall have the same meaning as the term "individual" as defined by 45 C.F.R. 164.501.

"Individually Identifiable Health Information" shall mean information that is a subset of health information, including demographic information collected from an individual, and

- (i) is created or received by a health care provider, health plan, employer, or health care clearinghouse; and
- (ii) relates to the past, present, or future physical or mental health or condition of an individual;

the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) identifies the individual, or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

“Parties” shall mean Business Associate and Covered Entity.

“Privacy Standards” shall mean the Standard for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164.

“Protected Health Information” shall mean Individually Identifiable Health Information that is (i) transmitted by electronic media, (ii) maintained in any medium constituting Electronic Media; or (iii) transmitted or maintained in any other form or medium. “Protected Health Information” shall not include (i) education records covered by the Family Educational Right and Privacy Act, as amended, 20 U.S.C. §1232g and (ii) records described in 20 U.S.C. §1232g(a)(4)(B)(iv).

“Secretary” shall mean the Secretary of the Department of Health and Human Services.

II. OBLIGATIONS OF BUSINESS ASSOCIATE

Section 1. **Use of Protected Health Information.** Business Associate may use Protected Health Information (i) for Business Associate’s proper management and administrative services, or (ii) to carry out the legal responsibilities of Business Associate, on the condition that Business Associate not use Protected Health Information received from the Covered Entity in any manner that would constitute a violation of the Privacy Standards if used by the Covered Entity.

Section 2. **Disclosure of Protected Health Information.** Business Associate shall not disclose Protected Health Information received from the Covered Entity in any manner that would constitute a violation of the Privacy Standards if disclosed by the Covered Entity, except that Business Associate may disclose Protected Health Information in a manner permitted pursuant to this Agreement or by law. To the extent Business Associate discloses Protected Health Information to a third party, Business Associate must obtain, prior to making any such disclosure, (a) reasonable assurances from such third party that such Protected Health Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the authorized purposes for which it was disclosed to such third party, and (b) an agreement from such third party to immediately notify Business Associate of any breaches of the confidentiality of the Protected Health Information, to the extent it has obtained knowledge of such breach.

Section 2A. **Further Use and Disclosure of Protected Health Information.** Business Associate will use and disclose Protected Health Information to perform billing, claims and collection services for the Covered Entity and for another Covered Entity or health care provider as permitted by 45 C.F.R. §164.506(c)(3).

Section 3. **Safeguards Against Misuse of Information.** Business Associate agrees that it will implement all appropriate safeguards to prevent the use or disclosure of Protected Health Information other than pursuant to the terms and conditions of this Agreement.

Section 4. **Reporting of Disclosures of Protected Health Information.**

Business Associate shall, within five (5) days of becoming aware of a disclosure of Protected Health Information in violation of this Privacy Addendum by Business Associate, its officers, directors, employees, contractors or agents or by a third party to which Business Associate disclosed Protected Health Information pursuant to Section 2 of this Addendum, report any such disclosure to the Covered Entity.

Section 5. **Mitigation of Unauthorized Disclosures.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate or a third party in violation of this Privacy Addendum.

Section 6. **Agreements by Third Parties.** Should Business Associate enter into an agreement with any agent or subcontractor ("subcontractor agreement") that would allow access to Protected Health Information that is received from, or created on behalf of the Covered Entity, such subcontractor agreement shall include the same restrictions, terms and conditions that apply to Business Associate pursuant to this Agreement with respect to such Protected Health Information.

Section 7. **Access to Information.** Within five (5) days of a request by the Covered Entity, Business Associate shall make available to Covered Entity Protected Health Information maintained by Business Associate, or if Protected Health Information is maintained by a third party, notification of the identity of the third party, the content of the Protected Health Information held by the third party, and a timetable when such information can be accessed by Covered Entity, which shall be no later than ten (10) days from the date of Covered Entity's request. In the event any individual requests access to Protected Health Information directly from Business Associate, Business Associate shall within two (2) days forward such request to the Covered Entity. Any denials of access to the Protected Health Information requested shall be the responsibility of the Covered Entity.

Section 8. **Availability of Protected Health Information for Amendment.** Within ten (10) days of receipt of a request from the Covered Entity for the amendment of an individual's Protected Health Information or a record regarding an individual contained in a Designated Record Set (for so long as the Protected Health Information is maintained in the Designated Record Set), Business Associate shall provide such information to the Covered Entity for amendment and incorporate any such amendments in the Protected Health Information as required by 45 C.F.R. § 164.526.

Section 9. **Accounting of Disclosures.** Within ten (10) days of notice by the Covered Entity to Business Associate that it has received a request for an accounting of disclosures of Protected Health Information regarding an individual during the six (6) years prior to the date on which the accounting was requested, Business Associate shall make available to the Covered Entity such information as is in Business Associate's possession and is required for the Covered Entity to make the accounting required by 45 C.F.R. §164.528. At a minimum, Business Associate shall provide the Covered Entity with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the Protected Health Information, and if known, the address of such entity or person, (iii) a brief description of the Protected Health Information disclosed, and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall within two (2) days forward such request to the Covered Entity. It shall be the Covered Entity's responsibility to prepare and deliver any

such accounting requested. Business Associate hereby agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this Section.

Section 10. **Availability of Books and Records.** Business Associate hereby agrees to make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, the Covered Entity available to the Secretary for purposes of determining the Covered Entity's and Business Associate's compliance with the Privacy Standards.

Section 11. **Indemnification.** Business Associate hereby agrees to defend, indemnify and hold harmless Covered Entity, its directors, officers, and employees, from any claims, loss, cost (including reasonable attorneys' fees and court costs) or liability resulting from the breach of this Privacy Addendum or the Privacy Standards by Business Associate. Covered Entity hereby agrees to defend, indemnify and hold harmless Business Associate, its directors, officers, and employees, from any claims, loss, cost (including reasonable attorneys' fees and court costs) or liability resulting from the breach of this Privacy Addendum or the Privacy Standards by Covered Entity.

III. TERMINATION OF AGREEMENT WITH BUSINESS ASSOCIATE

Section 1. **Termination Upon Breach of Provisions Applicable to Protected Health Information.** The Service Agreement may be terminated by the Covered Entity upon five (5) days written notice to Business Associate in the event that the Business Associate breaches any provision contained in Article II of this Addendum and such breach is not cured within such five (5) day period; provided, however, that in the event that termination of the Service Agreement is not feasible in the Covered Entity's sole discretion, Business Associate hereby acknowledges that the Covered Entity shall have the right to report the breach to the Secretary, notwithstanding any other provision of this Agreement to the contrary.

Section 2. **Return or Destruction of Protected Health Information Upon Termination.** Upon termination of the Service Agreement, Business Associate shall either return or destroy all Protected Health Information received from the Covered Entity or created or received by Business Associate on behalf of the Covered Entity and which Business Associate still maintains in any form. Business Associate shall not retain any copies of such Protected Health Information. Notwithstanding the foregoing, to the extent that it is not feasible to return or destroy such Protected Health Information, the terms and provisions of Article II of this Addendum shall survive termination of the Service Agreement and such Protected Health Information shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such Protected Health Information.

IV. OBLIGATIONS OF THE COVERED ENTITY

Section 1. **Restrictions the Use of Protected Health Information.** Covered Entity agrees to notify Business Associate in the event it has agreed to any restrictions on the use or disclosure of Protected Health Information as respects any individual whose account has been or is intended to be placed with Business Associate.

Section 2. **Changes to the Protected Health Information.** Covered Entity agrees to notify Business Associate in the event any changes are made to the Protected Health Information as respects any individual whose account has been or is intended to be placed with Business Associate.

Section 3. **Changes to the Notice of Privacy Practices.** Covered Entity agrees to inform the Business Associate of any changes in the form of notice of privacy practices (the "Notice") that the Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, and provide the Business Associate a copy of the Notice currently in use.

V. AMENDMENTS AND WAIVER

This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events. It is anticipated that the passage of time following the implementation of HIPAA may require amendments to this Agreement in order to satisfy the legal obligations or business needs of the parties. Therefore, the parties agree to negotiate in good faith to make such changes as are necessary to satisfy those obligations and needs.

UNDERSTOOD AND AGREED TO:

The Thomas Agency

By: Jon King

Title: Account Executive

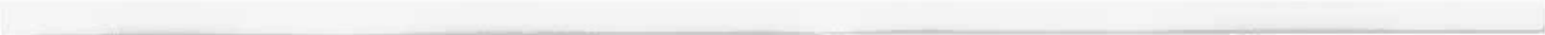
Date: 9/27/22

Town of Millinocket

By: _____

Title: _____

Date: _____



ORDER #274-2022

PROVIDING FOR: Authorization to Expend ARPA Funds

WHEREAS the Sustainability Committee has identified the need for the creation of a dog park at the Carmen Brigalli Memorial Playground in Little Italy, and;

WHEREAS the Town Manager, CID and Committee have reviewed and discussed the costs and bid for the infrastructure for said project,

IT IS THEREFORE ORDERED that the Town Council authorizes the Town Manager and Treasurer to expend up to \$9,000 of Town ARPA funds for the fencing, signage, and other associated costs for the creation of a new dog park.

Passed by the Council _____

Attest _____

Recommendation to the Millinocket Town Council

Creation of Dog Park

Sustainability Committee

Oct 21, 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 recommendation to create a dog park in Little Italy's Carmen Brigalli Memorial Playground. The order calls to authorize the manager to expend up to \$9,000 from Town ARPA funds to pay for fencing, signage and other associated project costs.

3. All Meeting Dates the Particular Issue was Discussed

- a. 4/6/2022, 4/15/2022, 10/20/2022, and the 10/13/2022 Regular Town Council Meeting

4. Public Input Presented from the Community

- a. All in favor of a dog park, although some community members expressed an interest in developing a dog park in the New Development as opposed to Little Italy.

5. Vote from the Committee

- a. Unanimously approved

Background

Many community members have expressed a long need for a dog park, which was then taken up by the Sustainability Committee as a project to investigate. Initially the Committee looked at utilizing space at the Town-owned park in the New Development, although it became obvious that the costs associated for such a project would be very high as existing fencing was deemed insufficient. Additionally, community members expressed a need for shade trees and benches, which are not present at that location.

Community members also greatly contributed to the discussion and provided rules and regulations that could be posted on a sign for the public. The cost of the sign is included in the recommendation.

After more discussion and research, the Manager and Committee Chair proposed that the dog park be located at Little Italy's Carmen Brigalli Memorial Playground. The location has the best infrastructure for this, as well as unutilized space with existing fencing that can be tied into as well as shade trees and a bench. The Manager solicited bids per a Town Council Order and received only one bid for fencing. After reviewing the cost of fencing, signage and other associated costs, the Committee determined that the expenditure of up to \$9,000 of Town ARPA funds would be appropriate for this project.

Recommended Order

PROVIDING FOR: AUTHORIZATION OF EXPENDITURE OF ARPA FUNDS

WHEREAS the Sustainability Committee has identified the need for the creation of a dog park at the Carmen Brigalli Memorial Playground in Little Italy, and;

WHEREAS the Town Manager, CID and Committee have reviewed and discussed the costs and bid for the infrastructure for said project,

IT IS THEREFORE ORDERED that the Town Council authorizes the Town Manager and Treasurer to expend up to \$9,000 of Town ARPA funds for the fencing, signage and other associated costs for the creation of a new dog park.

