



TENTATIVE AGENDA
REGULAR TOWN COUNCIL MEETING in COUNCIL CHAMBERS & via ZOOM
THURSDAY, FEBRUARY 24, 2023
at 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: n/a
4. Approval of Minutes: n/a

UNFINISHED BUSINESS: n/a

5. Special Presentation: Joseph Vernon, iWorQ - Presentation

NEW BUSINESS:

6. Town Manager's Report
7. ORDER #32-2023 Approval of the Town Warrant for February 24, 2023
8. ORDER #33-2023 Approval of the Wastewater Warrant for February 24, 2023
9. ORDER #34-2023 Approval of Recreation Advisory Committee Appointment – A. Caruso
10. ORDER #35-2023 Approval of an Application for Entertainment License – American Legion
11. ORDER #36-2023 Approval of an Application for Liquor License – American Legion
12. ORDER #37-2023 Approval to Write Off Delinquent Ambulance Receivables
13. ORDER #38-2023 Approval iWorQ for Online Code Permitting & Allocation of American Rescue Plan Act Funding
14. ORDER #39-2023 Approval of Increase to Airport Part-time Budget
15. ORDER #40-2023 Extension of Town Manager's Contract
16. Reports and Communications:
 - a. Warrant Committee for the March 9, 2023, Council Meeting will be Councilor Madore and Councilor Pelletier

- b. Chair's Committees Reports
- c. Two Minute Public Comment

17. Adjournment

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

Meeting ID: 820 5839 4915

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

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

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

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

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

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

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



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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/>.



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Town Manager's Report – 2.23.23

Infrastructure Project Updates:

- **MDOT – Bates St. Utility Upgrades and Resurfacing Project**
 - This is a substantial project that would take place in 2 phases over 2 years. This would include upgrades to storm water and sewer infrastructure, culverts, pavement and reconstruction of sidewalks up to ADA standards.
 - Overall cost is roughly \$2.2M, the bulk of which will be covered by MDOT funding. We will be developing a plan in the coming weeks on how we may be able to cover the Town's share of roughly \$500k.
 - More info to come!
- **Olver Associates – Penobscot Ave/Iron Bridge Rd. Culvert**
 - We have received plans from Olver Associates and will be putting the project out to bid in the coming days. We will expect bids due the end of March and plan to bring a recommendation to the Council at our April 13th meeting.
 - Start time will be determined through the bid process.
 - Reminder: The local match portion of this grant has already been allocated and set aside through council action so this project is ready to go as soon as the successful bidder is awarded the job and in accordance with their scheduling.
- **Olver Associates – Wastewater / Main Pump Station Upgrade**
 - Design work is nearing completion. Currently in the hands of an electrical engineer to finalize the electrical work plan.
 - This project should be ready to go out for bit in the next 2-3 months.
 - Stay tuned!

Respectfully submitted,

Peter Jamieson, Town Manager



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Public Works:

- The Crew has been busy with the recent storms, plowing and cleaning up the downtown area.
- Most of the crew assisted in preparing another excellent snowmobile trail through downtown to help make this year's Winterfest parade a success.
- The freezing and thawing weather are a reminder that pothole season is here. We will do all we can to keep them filled, but please watch the road conditions as we may not see them all.
- Snow removal is ongoing in the residential parts of town to assist in the melting snow being able to find its way to the storm drains and out of the roadway where it promotes pothole growth.
- Ongoing light repairs are being made by the crew on their trucks while we wait for a new Mechanic.
- Would like to remind the public and contractors to not push snow into roadways or sidewalks after the town has cleared the right of ways. This continues to be a problem year after year and is a quick way to narrow our streets to one lane width.

Transfer Station:

- Smith Property services was hired to remove a thick sheet of ice overhanging the entrance doors to the compactor building. His ariel bucket truck was well suited for the job.
- The annual report has been completed for the Compost area and our annual permit has been issued. This is valid until 3-15-24.
- Another load of electronic waste was hauled away in February. Thank you to everyone who did not throw this into the hopper.

Bryan Duprey, Director of Public Works

Town Treasurer:

- Expecting a draft of the FY22 audit report soon. This needs to be reported to the State by the end of February. Uncertain yet if this will require an extension.
- FY24 budget worksheets have been distributed to department heads ahead of schedule.
- The affordable Healthcare consolidated filing is nearing completion.
- Will soon be prepping for the next wastewater lien process.

Mary Alice Cullen, Town Treasurer.



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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 daily.
- Lab work consists of testing for Biochemical Oxygen Demand (BOD5), Total Suspended Solids (TSS), pH, and Temperature performed weekly.
- The Treatment Facility used 23,900 kilowatt hours of electricity in January, as compared to 22,600 kilowatt hours in December. Which was up from December.
- In January, the Treatment Facility processed 22.8 million gallons of wastewater. The average daily flow was 0.736 million gallons. Peak flow was 1.1 million gallons which was on January 13th. Removal rates for Biochemical Oxygen Demand (BOD5) were 95%, and Total Suspended Solids (TSS) was 98%. Total rainfall for January was 5.22 inches. Snowfall was 26.50 inches.
- The new work truck arrived in the end of January and has been put into service. The truck was lettered by Jeff Campbell with the new town logo with wastewater treatment lettered under it.
- 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. If this should continue, we will be forced to have a rate increase to cover the added costs of maintenance we are incurring. We would like to thank the residents for this consideration.

Jason Ingalls, Superintendent

Airport:

- There have been 79 aircraft operations recorded so far this month.
- Winter weather has been the major focus all month, keeping the runways open and safe.
- Sold Jet fuel three times on the 16th to the Maine Forest Service as they conducted a search for an overdue hiker in Baxter Park.
- I would like to thank Public Works for helping with some equipment issues this month.

Jeff Campbell, Airport Manager



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Code Enforcement:

Permits:

Issued permits for electrical, demolition, livestock, certificate of occupancy for Dollar General.

Cases: Dangerous Buildings, Property Maintenance

- **Eastland Ave** – Waiting for consent agreement back from property owner. Owner stated they would be signing it and mailing it back. Should be 30-day and 60-day deadline for cleanup from February 15, 2023. Been speaking with family member regarding getting vehicle titles for removal.
- **Aroostook Ave** – Responded to requests from neighbors. Leaning wall behind house has been brought down and secured. Will move forward with owner on demolition and renovation request. This can possibly end up being pursued as dangerous building. There is still debris that needs to be cleaned up.
- **Katahdin Ave** – Health & Safety Officer and I performed a Certificate of Occupancy inspection on basement apartment. Apartment looked good with only minor issues. Owner has since obtained an electrical permit after my discussions with him.

Miscellaneous:

- Toured One North site with Tom Malcolm
- Doing Life Safety/Cert. of Occupancy inspection on Daycare Center Friday 2/24

Chris Beyer, Code Enforcement Officer

Assessor:

- Working on the map update project, reviewing deeds, and correcting parcel information.
- We are also beginning the review of the Tax Stabilization applications which is time consuming. It is necessary to determine length of ownership and age for each application to ensure everyone is 65 years or older and have owned a Homestead for at least 10 years. Fortunately many of our residents have owned in Millinocket for more than 10 years. For those that have not owned for a decade here, it is necessary to reach out to other towns to make sure the information presented on the application is accurate. Our software company has made a program modification that should allow us to track the information for auditing and reimbursement purposes.
- Sue continues to copy the property cards and place in street number order for our revaluation inspections. She has also been busy with data entry, filing and supplying information to residents and real estate professionals.

Lorna Thompson, Assessor



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Recreation:

- Skating rink has been a big hit. Have had 70+ each day on weekends. Snowdown was busy!
 - Rink is currently closed due to the high temps and direct sunlight. Hoping for a few more cold snaps to be able to flood and freeze for a little more use.
 - Working on possible grant funding for a roof and possibly concrete pad for longer lasting and more versatile use.
- Hosting indoor soccer at Granite St.
- Hosted basketball tournament with 13 teams from around the region.

Jody Nelson, Recreation Director

Human Resources Director:

- Personnel issues
- Drug and Alcohol Testing
- Emails and Phones, front office
- Year End
- Municipal Release deeds
- Supplies for Municipal building.
- Foreclosures
- Workers' Compensation Audit
- Employee Benefits

General Assistance Director:

- Assisted individuals to meet their unmet needs.
- Attended GA Basic training.
- Submitted for reimbursement for January 2023
- Attached is January 2023 GA statistics.

Bookkeeper:

- Process payroll for Town and Wastewater to include the warrants for the taxes.
- Town and WW bills

Lori Santerre – HR, GA, Bookkeeper



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Community Initiatives Director

- Worked on the community newsletter “Magic City Monthly” along with the manager and the department heads!
- Worked alongside Designlab on the following projects:
 - Website updates
 - Community Calendar
 - Social Media
 - Event promotion
 - Assisted in production of Mud/WTR with Pete
- Researched grant opportunities for various community/department needs.
- Attended various committee meetings.
- Facilitated bi-weekly Events Committee Meetings. We are working on the following events:
 - Bike Rodeo for the spring
 - More movie nights
 - 4th of July Celebration
 - Summer Music Series
- Applied to the Penobscot County Commissioners Fund for \$50,000 for the modernization of the municipal building elevator.
 - Spoke with Commissioner Marshall about our application.
- Received news that the Town was accepted to receive the rebate for both locations for EV Chargers – we can put the job out to bid, however if we accept a bid over the proposed amount, the cost will have to be picked up by the Town.
- Met with Bissell Brothers Brewing about future partnership for the Town of Millinocket Events Committee Scholarship and where they can lean in on other community events.
- Attend the Katahdin Collaborative monthly Regional Huddle
- Attended the Governor's Office Opioid Response Seminar Series – February session.
- Gave Jake Hurner (ME Fellowship Program – AmeriCorps) a tour of Millinocket, with a focus on the Millinocket Regional Airport as he begins his search for the right applicant for the project.
 - This will help him paint a picture of what Millinocket has to offer a candidate.
- Attended the MWDA GA Basics Webinar to begin cross training with General Assistance Director, Lori Santerre

Amber Wheaton, Community Initiatives Director



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Town Clerk/Tax Collectors Office:

Totals include January 24, through February 15, 2023: Receipt Summary report which provides by receipt type, the number of transactions and total dollars processed at the Town Office. In summary, \$1,372,049.54 were collected, which involved 2702 transactions processed in Trio. **Report Attached*

- FY22/23 20 Personal property past due letters were mailed out on February 15th.
 - Tax paid summary as of 02/17/2023: **Reports Attached*
 - RE accounts (*remaining balances total: \$550,922.97*)
 - PP accounts (*remaining balances total: 10,974.34*)
- Sharon reconciled and is up to date on weekly Motor Vehicle reports; submitted to BMV.
- January month end reports were reconciled and collected monies were submitted to all State agencies 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.

Other Items:

- 2023 Dog Licenses Available – Current year expires 12/31/2022.
 - **Mandatory \$25 Late Fee - 2/1/2023**
- 2023 Snowmobile Registrations Available
- 2023 Boat Registrations – Available on December 1st.
- 2023 Inland Fisheries & Wildlife Licenses 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



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Fire, Ambulance, Public Health & Safety:

- Participated in annual Winterfest with Town Dept. heads and had great event.
- Participated in Age Friendly Millinocket Snowdown with other organizations and had an enjoyable day with lots of participation.
- Attended various committee meetings.
- Did three chimney inspections for area residents.
- Did wood stove inspections for insurance companies for two area residents.
- Delivered sand buckets and sand to area residents under our "Sand Bucket" program.
- Assistant Chief Cote and Chief Malcolm attended staff meeting to recognize Jim Charette's retirement.
- Attended via ZOOM NFPA's kickoff for the new "Steps to Safety" program that will be replacing "Remembering When", this is the program for senior adults. Meeting was for all State representatives of NFPA to spotlight the new program.
- Assistant Chief Cote and Chief Malcolm attended virtual class on Public Sector Compliance Updates through Maine Bureau of Labor "Safety Works"
- 2nd Assistant Chief Farrington is conducting Fit Testing for all employees both Fire and EMS.
- Assistant Chief Cote conducted Haz Mat awareness level training for all personnel and started Basic Fire School for call Firefighters. This course is being offered to our mutual aid departments as well and currently have 10 students attending. This is being provided through Maine Fire Service Institute and they will be providing necessary training props.
- 788 was out of service for 4 days having repairs done from incident during Marathon, these repairs were covered by insurance.
- Stryker repair person at Fire Station and made repairs to new cot that had malfunctioned.
- Assisted local low-income facility in getting KNOX box installed on their building.
- Conducted inspections with CEO and also gave him a tour of the mill site to help him become aware of what is behind the gate.

Tom Malcolm – Fire Chief, Public Health & Safety Officer

Millinocket Memorial Library:

SEE ATTACHED REPORT

GENERAL ASSISTANCE STATISTICS FOR JANUARY 2023

	<u>MONTHLY</u>	<u>YTD</u>	<u>JANUARY 2023</u>			
RENT	\$1,743.75	\$4,760.30	# OF CASES	# HOUSEHOLD	# TANF	#APPOINT.
ELECTRICITY	-0-	334.46	6	7	0	9
LP GAS	-0-	-0-	<u>LAST MONTH</u>			
MEDICAL	-0-	-0-	# OF CASES	# HOUSEHOLD	# TANF	#APPOINT.
HOUSEHOLD	205.63	248.74	3	6	0	3
WATER	-0-	-0-	<u>LAST YEAR</u>			
CLOTHING	-0-	-0-	# OF CASES	# HOUSEHOLD	# TANF	# APPOINT.
FOOD	57.00	57.00	2	2	0	3
BABY	45.00	45.00	<u>WORKFARE</u>			
FUEL	170.86	170.86	#OF CASES	#HOUSEHOLD	#HOURS	
OTHER	-0-	-0-				
TOTALS	\$2,222.24	\$5,616.36	0	0		

TOTAL DOLLAR AMOUNT SPENT IN JANUARY 2022 WAS \$256.07.

TOTAL DOLLAR AMOUNT IN JANUARY 2023 COMPARED TO JANUARY 2022 SHOWS AN INCREASE OF \$1,966.17.

TOTAL AMOUNT IN 2023 COMPARED TO 2022 SHOWS AN INCREASE OF \$2,331.19.

RESPECTFULLY SUBMITTED,

LORI A. SANTERRE
WELFARE DIRECTOR

Receipt Search Report

Actual Date Between 01/24/2023 and 02/15/2023

Receipt Summary

Type	Count	Amount
1 AUTOMOBILE REGIST	3	0.00
2 BOAT REGISTRATION	16	85.00
3 ATV REGISTRATIONS	1	72.00
4 SNOWSLED REG	104	8,645.59
5 GAME LICENSES	18	1,114.00
7 CODE ENFORCEMENT	11	308.00
8 ASSESSING MISCELLAN	2	1,760.00
11 TRANSFER SITE	1	240.00
13 TREASURER/ACCTG MISC	3	1,771.30
14 GENERAL ASSISTANCE	1	1,949.43
15 AIRPORT	1	9.00
16 AIRPORT EXC/SALE TX	1	40.00
19 BD CHECK & WASH ACC	2	272.20
22 ADM COPIES /AUDIT	4	4.50
26 NOTARY FEES	5	25.00
30 REV SHARING/BETE	1	144,418.26
38 GRANTS	2	0.00
48 SALE OF PROPERTY	4	5,218.72
49 FIRE DEPARTMENT	1	353.51
50 MUNICIPAL BLDG	2	4,666.66
53 AMBULANCE PAYMENTS	13	1,866.20
54 AMULANCE CR CARD PAYMENTS	2	300.00
57 SNOWSLED AND ATV	1	3,170.98
61 SCHOOL APCON 2597	1	133.76
62 SCHOOL REVENUE 2597	10	326,091.16
63 VIC/ENT/PED/BUS	2	35.00
65 PUBLIC WORKS/EXPENS	3	1,339.79
67 WW & SCHOOL BANK FE	2	3,400.49
70 SCHOOL PAYROLL TAX	7	53,923.41
90 Real Estate Payment	528	486,371.33
91 Tax Lien Payment	6	7,134.22
92 Personal Property Payment	26	76,479.05
94 Utility - Sewer Payment	1373	149,536.75
95 Utility - Sewer Lien	13	3,261.48
99 Motor Vehicle	237	68,811.74
100 WASTE WATER PR TAX	3	14,611.01
111 TRANSFER STICKER TO	130	2,600.00
112 TRANSFER STICKER UN	31	292.00
800 Dog Registration	109	1,226.00
801 Death Certificate	4	114.00
802 Birth Certificate	10	210.00
803 Marriage Certificate	8	188.00

Receipt Search Report

Actual Date Between 01/24/2023 and 02/15/2023

2702	1,372,049.54
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Non Zero Balance on All Accounts

Tax Year: 2023-1 To 2023-2

02/16/2023

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Real Estate

Acct	Name ----	Year	Original Tax	Payment / Adjustments	Amount Due
Total for 613 Bills:		613 Accounts	847,024.65	296,101.68	550,922.97

Payment Summary

Type	Principal	Interest	Costs	Total
C - Correction	-1,989.18	0.00	0.00	-1,989.18
P - Payment	272,355.47	0.00	0.00	272,355.47
Y - Prepayment	25,735.39	0.00	0.00	25,735.39
Total	296,101.68	0.00	0.00	296,101.68

Non Lien Summary

2023-1	613	550,922.97
Total	613	550,922.97

No Bills	0.00	0.00	0.00
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Payment Summary

Type	Principal	Interest	Costs	Total
Total	0.00	0.00	0.00	0.00

Lien Summary

Total	0	0.00
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Total for 613 Bills:	847,024.65	296,101.68	550,922.97
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Non Zero Balance on All Accounts

Tax Year: 2023-1 To 2023-2

02/16/2023

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personal Property

Acct	Name ----	Year	Original Tax	Payment / Adjustments	Amount Due
Total for 39 Bills:		39 Accounts	16,882.85	5,908.51	10,974.34

Payment Summary

Type	Principal	Interest	Costs	Total
P - Payment	5,862.52	0.00	0.00	5,862.52
Y - Prepayment	45.99	0.00	0.00	45.99
Total	5,908.51	0.00	0.00	5,908.51

Non Lien Summary

2023-1	39	10,974.34
Total	39	10,974.34

No Bills

0.00	0.00	0.00
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Payment Summary

Type	Principal	Interest	Costs	Total
Total	0.00	0.00	0.00	0.00

Lien Summary

Total	0	0.00
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Total for 39 Bills:	16,882.85	5,908.51	10,974.34
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FIRE AND AMBULANCE RUNS REPORT FOR JANUARY 2023

AMBULANCE

Local BLS: 33

Local ALS: 23

Local No Transport: 6

Local Lift Assist: 6

Out of Town BLS: 8

Out of Town ALS: 4

Out of Town No Transport: 2

Police Stage: 2

Public Assist: 0

Lost Calls BLS: 4

Lost Calls ACLS (Paramedic): 14

Lost Calls ACLS (Required Nurse): 0

**Emergency Calls No Crew Response: 8
(Chief Officer Covered)**

FIRES:

Public Assist: 1

Chimney Check: 1

Cooking: 1

CO Alarm: 1

PD Assist: 1

Structure: 1

Malicious Fire Alarm: 1

Smoke in Bldg.: 1

Chief Thomas Malcolm
Millinocket Fire Department
chiefmalcolm@millinocket.org

Millinocket Memorial Library Report

January 2023 - February 2023

Prepared by Library Director, Diana Furukawa, for Millinocket Town Council, 2.20.2023



LIBRARY UPDATES

Operations

The library now has a job board in addition to our bulletin board of community events. The job board will be a physical place where employers can post information and job seekers can find out about opportunities. We'll also be including career and education-related resources.

Programs

Recent programs have included an author talk with Melody Paul, movie afternoons for kids, and a program on hearing loss prevention. We've also resumed drop-in hours with Career Center of Maine, in which job seekers can get help wherever they are in the application process, from drafting resumes to practicing interviews.

Policies

In January, the library board updated several of our policies to make them clearer and more modern. One notable change is that while we'll still be charging patrons for the replacement cost of items that are never returned, we have eliminated all late fines. Late fines never brought in significant revenue for the library, and we've found that they often made patrons hesitant or even fearful to come in. This is a trend in many progressive libraries that we're excited to participate in.

I am currently working on creating a handbook for our employees outlining personnel policies, benefits, and best practices at the library. While many of these proposed policies have been informally used for a while, getting them in writing feels like an important step towards professionalizing our work and establishing clear expectations for all.

Resource Navigation

This winter, several patrons, including teens, have shared concerning experiences with library staff, i.e. suicidal thoughts, abuse, assault, etc. So far, we've done our best to listen and connect folks with the most relevant long-term resources, but since these issues are beyond our formal training and we are not mandated reporters, it has created some gray-area scenarios for us. Therefore, we've been working closely with groups like Partners for Peace, NAMI, and the Maine State Library, as well as with Sue Buzzell, the social worker for Millinocket Schools, to begin outlining some best practices and procedures for library staff. We are looking into hosting a "Mental Health First Aid" bootcamp training at the library later this year, which would be open to other frontline workers such as Town office staff.

LIBRARY STATISTICS

Patrons	December 2022	January 2023	Change	January 2022
Cardholders	2429	2446	17	2148
Adult Cardholders	1920	1940	20	1712
Youth Cardholders	504	506	2	436
Millinocket Resident Cardholders	1825	1833	8	1669
Out of State Cardholders	76	58	-18	32
Circulation	December 2022	January 2023	Change	January 2022
Active Members (last 3 months)	312	303	-9	374
Circulation	1089	966	-123	856
Interlibrary Loan Items Sent	We do not yet have accurate ILL numbers with our new software.			41
Interlibrary Loan Items Received				133
Active Cloudlibrary Users	27	32	5	39
Program Engagement	December 2022	January 2023	Change	January 2022
Library Website Visits	1631	1710	79	1813
Facebook Likes	1553	1567	14	1372
Instagram Followers	593	595	2	564
Adult Programs	12	15	3	5
Adult Program Attendance	78	80	2	5
Children's Programs	12	11	-1	7
Children's Program Attendance	69	72	3	104
Community Meetings	5	8	3	1
Community Meeting Attendance	47	85	38	9
Library Visitors	No data	1761	No data	No data
Library Volunteer Hours	139	156	17	120
Facilities	December 2022	January 2023	Change	January 2022
Hours Open	154	147	-7	140
Computer Sessions	182	215	33	96
Public Meeting Room Use	126	118	-8	96
Wifi Connections	543	772	229	354
Mobilize Katahdin	December 2022	January 2023	Change	January 2022
Individuals Served	162	125	-37	313
Value of Services	\$7,296	\$4,359	-\$2,937	\$12,600
Mobilize Volunteer Hours	46.5	51	4.5	85

ORDER #32-2023

PROVIDING FOR: Execution of the Town Warrant for February 24, 2023

IT IS ORDERED that the Town Warrant for February 24, 2023, in the amount of \$125,377.49 is hereby approved.

Passed by the Town Council _____

Attest: _____

Millinocket
10:30 AM

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

02/21/2023
Page 1

Type	Check	Amount	Date	Wrnt	Payee
R	33663	1,379.99	02/23/23	245	2095 AMBULANCE MEDICAL BILLING
R	33664	31.78	02/23/23	245	0056 BANGOR SAVINGS BANK
R	33665	1,073.89	02/23/23	245	2160 BELL MEDICAL INC
R	33666	346.85	02/23/23	245	0869 BIDDEFORD INTERNET CORPORATION
R	33667	154.00	02/23/23	245	1840 BIRD, THOMAS W
R	33668	3,027.57	02/23/23	245	1869 BLOOMER RUSSELL BEAUPAIN
R	33669	277.95	02/23/23	245	1362 BLUEGLOBES, LLC
R	33670	581.25	02/23/23	245	2019 BREAKING THE CYCLE
R	33671	1,355.35	02/23/23	245	1423 CIVES CORP
R	33672	5.98	02/23/23	245	1294 CRANDALL'S HARDWARE, INC.
R	33673	769.26	02/23/23	245	0157 DEAD RIVER
R	33674	57.00	02/23/23	245	0865 DEPT OF ENVIRONMENTAL PROTECTION
R	33675	1,350.00	02/23/23	245	0185 EASTERN AREA AGENCY ON AGING
R	33676	2,034.67	02/23/23	245	0195 EASTERN MAINE DEVELOPMENT CORP
R	33677	150.48	02/23/23	245	0226 GALLS LLC
R	33678	368.43	02/23/23	245	1629 GATEWAY PRESS
R	33679	245.97	02/23/23	245	0250 HANNAFORD
R	33680	4,743.62	02/23/23	245	1188 INDUSTRIAL PROTECTION SERVICES, LLC
R	33681	65.00	02/23/23	245	2102 JAMIESON, PETER
R	33682	122.35	02/23/23	245	1903 KATAHDIN TRUE VALUE
R	33683	1,421.00	02/23/23	245	0356 LAMSON FUNERAL HOMES, INC.
R	33684	100.00	02/23/23	245	0387 MAINE FIRE CHIEF'S ASSOCIATION
R	33685	7,554.59	02/23/23	245	0392 MAINE MUNICIPAL ASSOCIATION
R	33686	44,924.20	02/23/23	245	0037 MAINE WATER COMPANY
R	33687	142.20	02/23/23	245	1259 MATHESON TRI-GAS, INC.
R	33688	152.98	02/23/23	245	0422 MATTHEWS, III, ADDISON G.
R	33689	21,202.18	02/23/23	245	0471 MUNICIPAL REVIEW COMMITTEE, INC
R	33690	577.54	02/23/23	245	1819 NAPA AUTO PARTS
R	33691	102.97	02/23/23	245	2023 NORTH COAST SERVICES, LLC
R	33692	38.00	02/23/23	245	0511 OAK GROVE SPRING WATER CO.
R	33693	251.90	02/23/23	245	1669 OFFICE DEPOT, INC
R	33694	9,074.38	02/23/23	245	0513 OLVER ASSOCIATES INC.
R	33695	6,404.27	02/23/23	245	1596 PREBLE OIL COMPANY
R	33696	227.24	02/23/23	245	1432 RAWHIDE GOLF BALL CO.
R	33697	67.05	02/23/23	245	0584 REGISTER OF DEEDS
R	33698	1,412.85	02/23/23	245	0156 ROLLINS PLUMBING AND HEATING
R	33699	105.96	02/23/23	245	0636 SOUTH-WORTH MILTON, INC.
R	33700	470.10	02/23/23	245	2093 THE SNOWMAN GROUP
R	33701	85.00	02/23/23	245	0731 TWO DUCKS ON AN ISLAND, LLC
R	33702	103.45	02/23/23	245	0737 UNIFIRST CORPORATION
R	33703	155.16	02/23/23	245	0748 US CELLULAR
W	33704	0.00	02/23/23	245	1502 VERSANT POWER
R	33705	14,068.30	02/23/23	245	1502 VERSANT POWER
R	33706	720.26	02/23/23	245	0771 WASTEWATER TREATMENT
R	33707	91.30	02/23/23	245	2073 XEROX FINANCIAL SERVICES LLC

Millinocket
10:30 AM

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

02/21/2023
Page 2

Town

Type	Check	Amount	Date	Wrnt	Payee
Total		127,594.27			
		- 14,068.30			
		113,525.97			
			Count		
			Checks	44	
			Voids	1	

Millinocket
3:11 PM

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

02/21/2023
Page 1

Town (1)

Type	Check	Amount	Date	Wrint	Payee
R	33708	5,400.87	02/23/23	249	1502 VERSANT POWER
Total		5,400.87			

Count

Checks	1
Voids	0

Millinocket
3:46 PM

A / P Check Register

Bank: BANGOR SAVINGS A/P

02/21/2023

Page 1

Town(2)

Type	Check	Amount	Date	Wrnt	Payee
R	33622	6,450.65	02/23/23	251	1502 VERSANT POWER
Total		6,450.65			

Count

Checks	1
Voids	0

127,594.27+
14,068.30-
5,400.87+
6,450.65+

002

125,377.49*

0.00

ORDER #33-2023

PROVIDING FOR: Execution of the Wastewater Warrant for February 24, 2023

IT IS ORDERED that the Wastewater Warrant for February 24, 2023, in the amount of \$ 33,775.26 is hereby approved.

Passed by the Town Council_____

Attest:_____

Millinocket
11:31 AM

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

02/21/2023
Page 1

ww

Type	Check	Amount	Date	Wrnt	Payee
R	10380	72.02	02/23/23	246	0869 BIDDEFORD INTERNET CORPORATION
R	10381	1,013.31	02/23/23	246	1901 CREATIVE DIGITAL IMAGING, INC
R	10382	524.48	02/23/23	246	0157 DEAD RIVER
R	10383	169.15	02/23/23	246	1903 KATAHDIN TRUE VALUE
R	10384	290.66	02/23/23	246	0392 MAINE MUNICIPAL ASSOCIATION
R	10385	3,640.88	02/23/23	246	0037 MAINE WATER COMPANY
R	10386	2,172.93	02/23/23	246	0456 MILLINOCKET, TOWN OF
R	10387	7,600.00	02/23/23	246	0513 OLVER ASSOCIATES INC.
R	10388	2,900.00	02/23/23	246	0546 PIERCE ATWOOD LLP
R	10389	567.52	02/23/23	246	1596 PREBLE OIL COMPANY
R	10390	57.00	02/23/23	246	0584 REGISTER OF DEEDS
R	10391	6.49	02/23/23	246	1668 STANLEY'S AUTO CENTER LLC
R	10392	35.00	02/23/23	246	0748 US CELLULAR
R	10393	13,774.11	02/23/23	246	1502 VERSANT POWER
R	10394	134.98	02/23/23	246	0445 W. S. EMERSON COMPANY, INC
R	10395	1,410.15	02/23/23	246	0780 WHITTEN'S 2 WAY SERVICE
R	10396	235.00	02/23/23	246	0792 WINTERPORT BOOT

Total 34,603.68

- 13774.11

Count

Checks	17
Voids	0

\$ 20,829.57

Millinocket
3:26 PM

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

02/21/2023
Page 1

WWC17

Type	Check	Amount	Date	Wrnt	Payee
R	10397	12,945.69	02/23/23	250	1502 VERSANT POWER
Total		12,945.69			

Count

Checks	1
Voids	0

34,603.68+

13,774.11-

12,945.69+

001

33,775.26*

0.*

ORDER #34-2023

PROVIDING FOR: Approval of Application for Appointment to the Recreation Advisory Committee

IT IS ORDERED that the Millinocket Town Council approves the appointment of Andrew Caruso to the Recreation Advisory Commission for a three-year term to expire February 2026.

Note: Andrew’s application was received on February 10, 2023, and is the only application on file. If approved, the board has one alternate seat available to fulfill.

Passed by the Town Council_____

Attest:_____

recvd 2/10/2023

Town of Millinocket
Application for Boards & Committees

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

Committee/Board: Recreation Advisory Committee (Full Seat)
In order to assess the interest related to this committee, please complete this brief application.

Date: 2/10/23

Name: Andrew Caruso Address: 20 Crestmont Ave. Millinocket

Telephone Numbers: Day Time: 207-717-6140 Evenings: Same

Email Address: a.caruso@eaaa.org

Why are you seeking to become a committee representative? I have been
looking to be part of a town Committee. With two young children
involved in Rec programs this feels like a good fit

What talents/skills do you feel you would bring to this position? I have been
involved in athletics most of my life. I have coached middle school
Soccer in Medway, Farm League Baseball in Millinocket and Soccer Club in Bangor.

What do you feel is the responsibility of this board/committee? To ensure the
youth of the area involved and engaged. This includes advising
the Rec director + their assistant in providing quality programs

What municipal boards, volunteer organizations or community service groups have you
worked with the past and for what length of time? Planning Board Dover-Foxcroft 2yrs,
Age Friendly Millinocket committee 1 year
M-DASH Committee, 1 year

What have you to offer to this committee which our Town can use in this important
undertaking? I have skin in the game. My children's involvement
and my coaching in the area drives my desire to get
involved. I want to see the youth of this area be successful
and engaged.

When are you available to meet, please specify?

Weekday anyday A.M. _____ P.M. X

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

ORDER #35-2023

PROVIDING FOR: Approval of an Application for an Entertainment License for American Legion Post 80.

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

Lester Raymond Jr, 534 Medway Road, Molunkus Township,
d/b/a

Donald V. Henry, American Legion Post 80, 970 Central Street, Millinocket.

Passed by the Town Council _____

Attest: _____

TOWN OF MILLINOCKET

RECEI

FEB 10 2023

APPLICATIONS FOR A SPECIAL AMUSEMENT LICENSE

FEE: \$25.00

PAID
2-10-23

NAME OF APPLICANT: Lester Raymond JR
RESIDENCE: 534 medway Rd, Molunkus twp, ME 04459
NAME OF BUSINESS: Donald V. Henry American Legion Post 80
LOCATION TO BE USED: 970 central st. millinocket ME 04462
NATURE OF BUSINESS: veterans club, with lounge
EMAIL ADDRESS: ~~Don H Post 80~~ AT C DVHPost80@gmail.com
TELEPHONE: 207-723-8088

RESIDENCES OF APPLICANT IN THE LAST FIVE YEARS:

534 medway Rd Molunkus twp, ME 04459

HAS APPLICANT HAD A LICENSE DENIED OR REVOKED? YES _____ NO ✓

IF YES, CIRCUMSTANCES OF DENIAL OR REVOKED LICENSE:

HAVE YOU EVER BEEN CONVICTED OF A FELONY? (INCLUDING PARTNERS OR CORPORATE OFFICERS) YES: _____ NO: ✓

IF YES, WHO & THE CIRCUMSTANCES:

*COPY OF CURRENT LIQUOR LICENSE (IF APPLICABLE)

*OTHER INFORMATION MAY BE REQUESTED BY THE MUNICIPAL OFFICERS



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT
8 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0008



License for the Sale of Liquor

License Number	Issue Date	Expiration Date
CCP-1990-3015	03/17/2022	03/16/2023

This License is valid only between the Issue Date and the Expiration Date appearing on this document. This License may be used only for the Named Holder at the Location for which the License was issued. The person or business named in this License is authorized to sell or serve liquor with liquor content as permitted by Maine law for the license type designated in this License.

All licensees shall make available for inspection their licenses at the premises to which those licenses apply. This License or each type of License issued as part of this License is subject to fine, suspension or revocation pursuant to Title 28-A of Maine law. License fee is non-refundable and the License is non-transferable unless approved by the Bureau.

Legal Name of Licensee: AMERICAN LEGION, DONALD V. HENRY POST #80
Business Name of Licensee: AMERICAN LEGION POST #80 DONALD V. HENRY
Address of Licensee: 970 OUTER CENTRAL STREET
MILLINOCKET, ME, 04462

CODE	License Type and Description	FEE
CCP	CLASS I-CLUBS WITH CATERING PRIVILEGES-MALT LIQUOR, WINE AND SPIRITS	900.00
FF	FILING FEE	10.00

Total Fees:

\$ 910.00

Timothy R. Poulin, Deputy Director
Bureau of Alcoholic Beverages and Lottery Operations

AMERICAN LEGION POST #80 DONALD V. HENRY
970 OUTER CENTRAL STREET
MILLINOCKET, ME 04462

Diana Lakeman

From: Cameron McDunnah <cmcdunnah@eastmillinocketpolice.com>
Sent: Tuesday, February 21, 2023 11:03 AM
To: Diana Lakeman
Subject: Re: Incident Report Request

Nothing to report.

Cameron McDunnah
Chief of Police

East Millinocket Police Department
125 Main Street
East Millinocket, Maine 04430

(207)746-3555
empdchief@zwi.net

On Feb 21, 2023, at 10:05 AM, Diana Lakeman <townclerk@millinocket.org> wrote:

Good morning,
Requesting report of incidents, if applicable, for an Entertainment/Liquor License to be brought to council action on 2/24/2023 for the following business:
1. American Legion Post 80, 970 Central Street.

Best,
Diana M. Lakeman | Town Clerk
<image001.jpg>
townclerk@millinocket.org | (207) 723-7006 ***Fax:***(207)-723-7002
197 Penobscot Avenue. Millinocket, ME. 04462

[Attention! This email originates from outside of the organization. Do not open attachments or click links unless you are sure this email comes from a known sender.]

ORDER #36-2023

PROVIDING FOR: Approval of an Application for a Malt, Vinous and Spirituous Liquor License for American Legion Post 80.

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

Donald V. Henry, American Legion Post 80, 970 Central Street, Millinocket.
d/b/a

Donald V. Henry, American Legion Post 80, 970 Central Street, Millinocket.

Passed by the Town Council _____

Attest: _____

BUREAU OF ALCOHOL BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT
8 STATE HOUSE STATION, AUGUSTA, ME 04333-0008 (Regular Mail)
10 WATER STREET, HALLOWELL, ME 04347 (Overnight Mail)
TEL: (207) 624-7220 FAX: (207) 287-3434
EMAIL INQUIRIES: MAINELIQUOR@MAINE.GOV

DIVISION USE ONLY	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Cash Ck Mo:	
Good SOS w/ DBA: <input type="checkbox"/> Yes <input type="checkbox"/> No	

CLUB APPLICATION

NEW application: ☐ Yes ☒ No Business hours: 6AM-1AM

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

Requested inspection (New Licensees/ Ownership Changes Only) Date: _____

PRESENT LICENSE EXPIRES 3/16/23

INDICATE TYPE OF PRIVILEGE: ☒ MALT ☒ VINOUS ☒ SPIRITUOUS

INDICATE TYPE OF LICENSE: ☐ \$10.00 Filing Fee (must be included on all applications)

☐ \$495.00 Club w/o Catering (Class V – Malt, Vinous & Spirituous)

☒ Club with Catering : ☒ Malt, Vinous, & Spirituous-Class I (\$900.00) ☐ Spirituous Only-Class II (\$550.00)

☐ Vinous Only-Class III (\$220.00)

☐ Malt Only-Class IV (\$220.00)

☐ Malt & Vinous Only-Class III & IV Combination (\$440.00)

ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name: <u>Donald V. Henry</u>			Business Name (D/B/A) <u>Donald V. Henry</u>		
<u>American Legion Post 80</u>			<u>American Legion Post 80</u>		
APPLICANT(S) – (Sole Proprietor)		DOB:	Physical Location:		
<u>Lester Raymond</u>		<u>MAR 19, 1957</u>	<u>970 Central St.</u>		
		DOB:	City/Town	State	Zip Code
			<u>Millinocket, ME</u>		<u>04462</u>
Address			Mailing Address		
<u>970 Central St.</u>			<u>970 Central St.</u>		
City/Town	State	Zip Code	City/Town	State	Zip Code
<u>Millinocket</u>	<u>ME</u>	<u>04462</u>	<u>Millinocket, ME</u>		<u>04462</u>
Telephone Number		Fax Number	Business Telephone Number		Fax Number
<u>207-723-8088</u>			<u>207-723-8088</u>		
Federal I.D. #			Seller Certificate #:		
<u>01-6038550</u>			or Sales Tax #: <u>0092405</u>		
Email Address:			Website:		
Please Print <u>dvhpost 80@gmail.com</u>					

1. State amount of gross income from period of last license: ROOMS \$ 0 FOOD \$ 3857.47 LIQUOR \$ 31,553.74

2. Is applicant a corporation, limited liability company or limited partnership? YES ☒ NO ☐

If Yes, please complete the Corporate Information required for Business Entities who are licensees.

3. Do you own or have any interest in any another Maine Liquor License? ☐ Yes ☒ No

If yes, please list License Number, Name, and physical location of any other Maine Liquor Licenses.

(Use an additional sheet(s) if necessary.)

License # _____ Name of Business _____

Physical Location _____

City / Town _____

4. Do you permit dancing or entertainment on the licensed premises? YES ☒ NO ☐

5. If manager is to be employed, give name: N/A - all volunteer

6. Business records are located at: 970 Central St., Millinocket, ME 04462

7. Is/are applicants(s) citizens of the United States? YES ☒ NO ☐

7. Is/are applicant(s) residents of the State of Maine? YES ☒ NO ☐

8. List name, date of birth, and place of birth for all applicants, managers, and bar managers.

Full Name (Please Print)	DOB	Place of Birth
Lester Raymond JR	MAR 19, 1957	Lincoln, Maine

9. Residence address on all of the above for previous 5 years (Limit answer to city & state)

Name: Lester Raymond JR	City: Molunkus TWP	State: ME
Name:	City:	State:
Name:	City:	State:

10. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES ☐ NO ☒

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____ (use additional sheet(s) if necessary)

11. Will any law enforcement official benefit directly in your license, if issued?

Yes ☐ No ☒ If Yes, give name: _____

12. Has/have applicant(s) formerly held a Maine liquor license? YES ☐ NO ☒

13. Does/do applicant(s) own the premises? Yes ☐ No ☒ If No give name and address of owner: The American Legion Dept. of Maine / 5 Verti Drive, Winslow, ME 04901

14. Describe in detail the premises to be licensed: (Diagram Required) _____

15. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?

YES ☒ NO ☐ Applied for: _____

16. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 1.5 miles

Which of the above is nearest? school

19. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES ☒ NO ☐

If YES, give details: Loan cosigned by The American Legion Dept. of Maine officer.
\$25,000 in JAN 2022

The Division of Liquor Licensing & Enforcement is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: Millinocket, Maine on 2-10, 20 23
Town/City, State Date

Lester Raymond Jr.
Signature of Applicant or Corporate Officer(s)

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

Lester Raymond Jr.
Print Name

Print Name

UNORGANIZED TERRITORIES \$10.00 filing fee shall be paid directly to County Treasurer. **All applicants in unorganized territories shall submit along with their application evidence of payment to the County Treasurer.**

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

All fees must accompany application. Please make check payable to the **Treasurer, State of Maine.**

This application must be completed and signed by the Town or City and mailed to:

Bureau of Alcoholic Beverages and Lottery Operations

Division of Liquor Licensing and Enforcement

8 State House Station, Augusta, ME 04333-0008 (Regular address)

10 Water Street, Hallowell, ME 04347 (Overnight address)

Payments by check subject to penalty provided by Title 28A, MRS, Section 3-B.

TO STATE OF MAINE MUNICIPAL OFFICERS & COUNTY COMMISSIONERS:

Hereby certify that we have complied with Section 653 of Title 28-A Maine Revised Statutes and hereby approve said application.

Dated at: Millinocket, Maine Leakuscot
City/Town County

On: 2/24/2023
Date

The undersigned being: ☒ Municipal Officers ☐ County Commissioners of the
☐ City ☒ Town ☐ Plantation ☐ Unincorporated Place of: Millinocket, Maine

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE – SPECIAL ATTENTION

§653. Hearings; bureau review; appeal

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

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

B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c. 140, §4 (AMD).]

C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premises license or transfer of the location of an existing on-premises license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premises license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premises license that has been extended pending renewal within 120 days of the filing of the application. [2003, c. 213, §1 (AMD).]

D. If an application is approved by the municipal officers or the county commissioners but the bureau finds, after inspection of the premises and the records of the applicant, that the applicant does not qualify for the class of license applied for, the bureau shall notify the applicant of that fact in writing. The bureau shall give the applicant 30 days to file an amended application for the appropriate class of license, accompanied by any additional license fee, with the municipal officers or county commissioners, as the case may be. If the applicant fails to file an amended application within 30 days, the original application must be denied by the bureau. The bureau shall notify the applicant in writing of its decision to deny the application including the reasons for the denial and the rights of appeal of the applicant. [1995, c. 140, §5 (NEW).][2003, c. 213, §1 (AMD) .]

2. Findings. In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:

A. Conviction of the applicant of any Class A, Class B or Class C crime; [1987, c. 45, Pt. A, §4 (NEW).]

B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control; [1987, c. 45, Pt. A, §4 (NEW).]

C. Conditions of record such as waste disposal violations, health or safety violations or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner; [1993, c. 730, §27 (AMD) .]

D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises; [1989, c. 592, §3 (AMD).]

E. A violation of any provision of this Title; [2009, c. 81, §1 (AMD).]

F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601; and [2009, c. 81, §2 (AMD) .]

G. After September 1, 2010, server training, in a program certified by the bureau and required by local ordinance, has not been completed by individuals who serve alcoholic beverages. [2009, c. 81, §3 (NEW) .]
[2009, c. 81, §§1-3 (AMD) .]

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

A. [1993, c. 730, §27 (RP) .]

B. If the decision appealed from is an application denial, the bureau may issue the license only if it finds by clear and convincing evidence that the decision was without justifiable cause. [1993, c. 730, §27 (AMD) .]
[1995, c. 140, §6 (AMD) .]

4. No license to person who moved to obtain a license. [1987, c. 342, §32 (RP) .]

5. Appeal to District Court. Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.

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

[1995, c. 140, §7 (AMD); 1999, c. 547, Pt. B, §78 (AMD); 1999, c. 547, Pt. B, §80 (AFF) .]

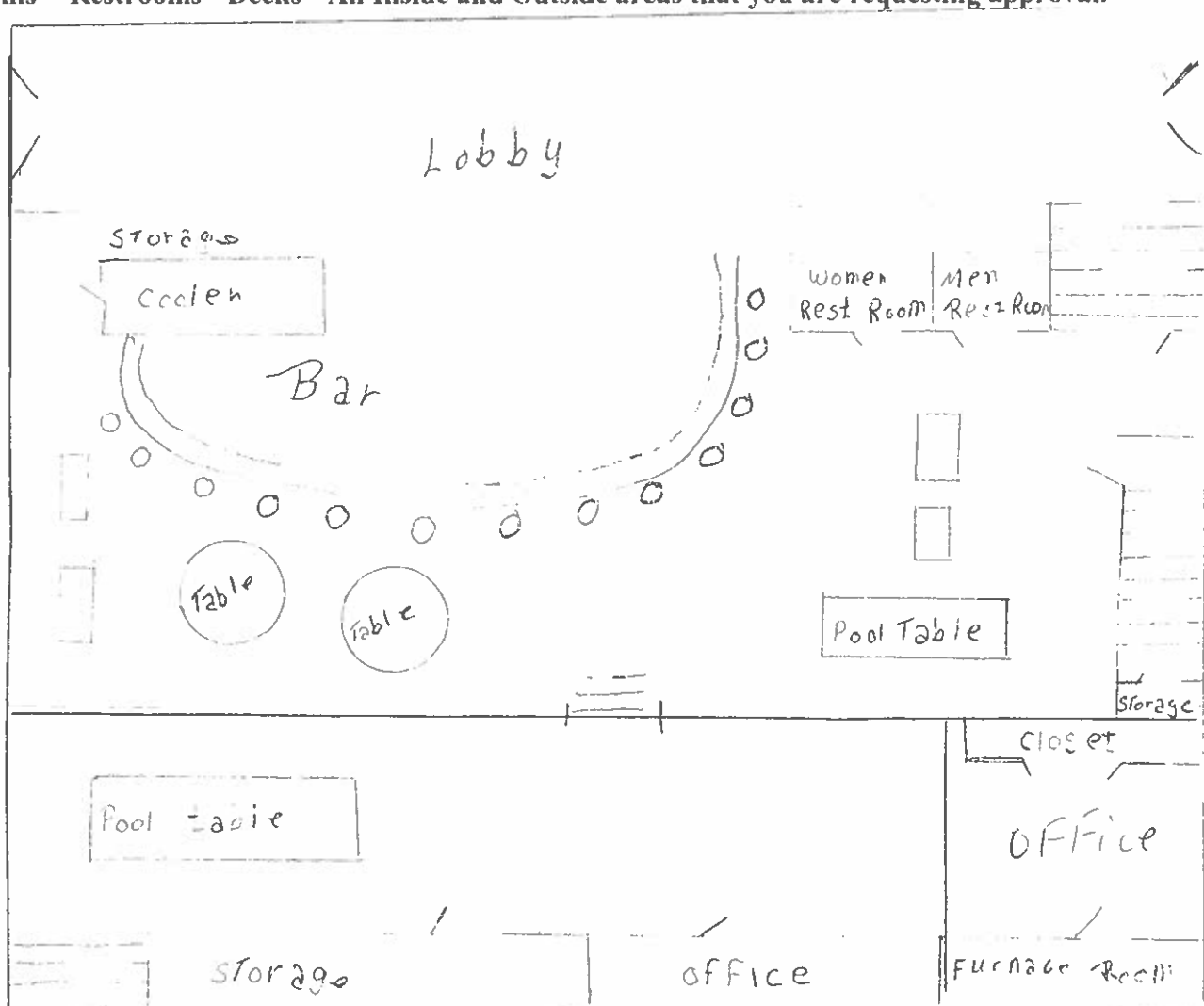
Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing & Enforcement
8 State House Station, Augusta, ME 04333-0008
10 Water Street, Hallowell, ME 04347 (overnight)
Tel: (207) 624-7220 Fax: (207) 287-3434
Email Inquiries: MaineLiquor@maine.gov



ON PREMISE DIAGRAM (Facility Drawing/ Floor Plan)

In an effort to clearly define your license premise and the area that consumption and storage of liquor is allowed. The Division requires all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas with the following: • **Entrances** • **Office area** • **Kitchen** • **Storage Areas** • **Dining Rooms** • **Lounges** • **Function Rooms** • **Restrooms** • **Decks** • **All Inside and Outside areas that you are requesting approval.**



**Bureau of Alcoholic Beverages
Division of Liquor Licensing & Enforcement
8 State House Station
Augusta, ME 04333-0008
Tel: (207) 624-7220 Fax: (207) 387-3434**

SUPPLEMENTARY QUESTIONNAIRE FOR CLUB APPLICANTS

1. Legal Club Name: Donald V. Henry American Legion Post 80
2. D/B/A Name: Donald V. Henry American Legion Post 80
3. Complete Title, name, date of birth and telephone number for each principal officer of the club:

Title	Name	Birth Date	Telephone
Commander	Lester Raymond JR	MAR 19, 1957	207-447-2324
Finance Officer	Jasmine R. Newhaus	APR 12, 1972	253-643-9494
Ad.	Keith Carver	DEC 17, 1954	207-731-5616
1 st Vice	Fred Lindsay JR	DEC 21, 1952	207-447-2455
2 nd Vice	Dale Hayes	JUL 16, 1968	207-447-0513

4. Date Club was incorporated: NOV 13, 1947
5. Purpose of Club: ☐ Social ☐ Recreational ☒ Patriotic ☐ Fraternal
6. Date regular meetings are held: 4th Thursday of every month
7. Date of election of Club Officers: April 2023
8. Date elected officers are installed: May 2023
9. Total Membership: 331 Annual Dues: \$45 Payable When: JAN
10. Does the Club cater to the public or to groups of non-members on the premises? Yes ☒ No ☐
(Downstairs Bar/lounge only for Members & guests)
11. Excluding salaries, will any person, other than the Club, receive any of the financial profits from the sales of liquors? Yes ☐ No ☒
12. If a manager or steward is employed, complete the following:

Name: _____ Date of Birth: _____

Lester Raymond Jr. (Commander) Sign in blue ink
Signature & Title of Club Officer

2-10-23
Date

Lester Raymond JR (Commander)
Print Name & Title of Club Officer

ORDER #37-2023

PROVIDING FOR: Approval to Write Off Delinquent Ambulance Receivables

IT IS ORDERED that the Millinocket Town Council approves the writing off \$215,998.09 of old ambulance receivables which have been outstanding since July 2021 and prior.

PASSED BY THE COUNCIL: _____

ATTEST: _____

ORDER #38-2023

PROVIDING FOR: Approval iWorQ for Online Code Permitting & Allocation of American Rescue Plan Act Funding

WHEREAS the Town Manager and Code Enforcement Officer has researched several providers for online Code permitting and have decided on a recommendation of iWorQ, a company used by many Maine towns and cities,

AND WHEREAS The Town Manager recommends allocating ARPA funding to cover the cost of the first 3 years of a 5-year contract, covering a trial period and not placing risk on the tax payer,

IT IS ORDERED that the Millinocket Town Council authorize the Town Manager to sign all related documents and enter into the attached agreement with iWorQ.

IT IS FURTHER ORDERED that the Millinocket Town Council approve the allocation and expenditure of local ARPA funding in the amount of \$16,000.00 (sixteen thousand dollars) to cover the first 3 years of the 5-year contract.

NOTE: Contract attached. Ongoing rate is \$6,000 annually. If approved, implementation will begin right away at no additional cost for the remainder of this fiscal year.

Passed by Council: _____

ATTEST: _____

IWORQ SERVICE AGREEMENT

For iWorQ applications and services

Millinocket here after known as ("Customer"), enters into THIS SERVICE AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorized website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

2. CUSTOMER RESPONSIBILITY:

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation.

iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image. Access to iWorQ cannot be used to record personal or confidential information such as driver license numbers, social security numbers, financial data, credit card information or upload any images or documents considered personal or confidential.

3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation documents upon request. iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format. Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

4. CUSTOMER DATA:

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week. The subscription will renew each year on the anniversary date of this Agreement unless terminated (see 7. TERMINATION).

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly. Support and services fees may increase in subsequent years, but will increase no more than 5% per year.

7. TERMINATION:

Either party may terminate this agreement, after the initial 3-YEAR TERM, without cause if the terminating party gives the other party sixty (60) days written notice. Should Customer terminate any application(s) and or service(s) the remaining balance will immediately

become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed.

Upon termination (7. TERMINATION), iWorQ will discontinue all application(s) and or service(s) under this Agreement; iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data for a cost of no more than \$2,500; and all provisions of this Agreement will continue.

8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

9. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Utah.

10. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact _____ Title _____

Office Phone _____ Cell _____

Email _____

Secondary Implementation Contact _____ Title _____

Office Phone _____ Cell _____

Email _____

Portal Setup Contact (if applicable) _____ Title _____

Office Phone _____ Cell _____

Email _____ Signature _____

(This person is responsible for placing the iWorQ Portal Link being placed on the agency's website within 90 days of the agreement signature. The iWorQ Portal Link will remain on agencies website for the entire Term of the agreement. If the iWorQ Portal Link is not placed on the city website within 90 days, the Agency agrees to pay an additional \$1,000 dollars towards setup costs (this is to cover iWorQ's time).

11. CUSTOMER BILLING INFORMATION:

Billing Contact _____ Title _____

Billing Address: _____

Office Phone _____ Cell _____

Email _____

PO# _____ (if required) Tax Exempt ID # _____

12. ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature _____

Effective Date: _____

Printed Name _____

Title _____

Office Number _____

Cell Number _____

iWorQ Service(s) Agreement

APPENDIX A

iWorQ Price Proposal

Millinocket	Population- 4,506
20 Cedar Street, Millinocket, ME 04462	Prepared by: Joseph Vernon

Annual Subscription Fees

Application(s) and Service(s)	Package Price	Billing
Community Development (Enterprise Package) *Permit Management *Code Enforcement *Portal Home *Online credit/debit card processing integrated with iWorQ. -Configurable portal for ease of applying for permits, tracking current permits, and paying fees online -Allows for submitting code enforcement issues online and viewing code cases -Messaging feature for easy interaction with citizens -Built-in automatic workflow capabilities -iWorQ Notifications included -Inspection and plan review tracking -Track permits and cases with customizable reporting -Includes Premium Data (25MB Uploads, 100GB Total Storage) -3 Scheduled Reports -12 Custom Web Forms for Portal Home -Free forms, letters, and/or permits utilizing iWorQ' template library and up to 3 custom letters -OpenStreetMap tracking abilities with quarterly updates GIS REST Services - iWorQ will publish your agency's WMS layers in iWorQ Community Development applications. iWorQ will update parcel information monthly from the published service. Note: If GIS configurations change (FTP location, name format, field changes, etc.) iWorQ will charge a minimum \$500 fee to accommodate new configuration adjustments (subject to additional hourly charges)	\$6,000	Annual
Subscription Fee Total (This amount will be invoiced each year)	\$6,000	Annual

One-Time Setup, GIS integration, and Data Conversion Fees

Service(s)	Full Price Cost	Package Price	Billing
Implementation and Setup cost year 1	\$4,000	\$4,000 Included	Year One
Up to 5 hours of GIS integration and data conversion	\$1,000	Included	Year One
Data Conversion	\$4,900	Included	Year One
One-Time Setup Total (This amount will be added year 1)	\$9,900	\$4,000 Included	Year One
Grand Total Due Year 1	\$15,900	\$10,000 \$6,000	Year One

NOTES AND SERVICE DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out **July 3, 2023**.
- II. This subscription Fee and Agreement have been provided at the Customer's request and is valid till **February 28, 2023**.
- III. This cost proposal cannot be disclosed or used to compete with other companies.

ORDER #39-2023

PROVIDING FOR: Increase to Airport Part-time Budget

WHEREAS the Airport Manager and Town Manager have identified the need to bolster the existing part-time budget at the airport to offer competitive pay for special licenses and certifications required for the position as well as an increase in hours; and

WHEREAS The Millinocket Town Council has agreed and recommended a proposal be brought forward for consideration;

IT IS ORDERED that the Millinocket Town Council, after review of the attached proposal, approves the Town Treasurer to increase the Airport Part-time budget by \$9596.00 (nine thousand five hundred ninety-six dollars zero cents) from the unassigned fund balance to cover this increase for the remainder of the fiscal year, understanding that, as proposed, the reflected increase to the next fiscal budget for this position will total \$44,000, factoring in payroll taxes, workers comp, etc.

Passed by Council: _____

ATTEST: _____

Millinocket Municipal Airport

Part time position upgrade proposal

1. Airport office operations are open for business 56 hrs. per week for 31 weeks (Summer Schedule)
2. Airport office operations are open for business 40 hrs. per week for 21 weeks (winter schedule)
3. We currently have one full time Manager plus two part time seasonal plus call in (weekends, vacations, mowing, and snow removal) employees. One position is currently vacant.

Hrs. required to cover weekends (Summer).	248 x 2	496
Hrs. Required to cover Vacations (Manager).		200
Average hrs. to cover snow removal (based on 15 storms).		150
Average hrs. to cover mowing.		150

Est. total hrs. 996

With the added requirements of mowing the entire airport (previously handled by Public Works) It has become all too apparent that we are stretched way to thin. The Town Manager and the Airport Manager have been discussing a solution to this growing problem. We would like to make one of the part time positions a year round (28 hrs. per week) position. I would also like to change the pay rate for both part time positions (to reflect licensing) moving forward. This would require a change to our current budget and yearly budgets moving forward.

28 hrs. per week x \$18 (w/class B) = \$504.00 x 16 weeks plus benefits (19%) = \$9596.00 added to the FY 23 Budget.

The FY 24 Budget would require a \$32,000.00 increase, for a total part time budget of \$44,000.

Jeff Campbell, Airport Manager

ORDER #40-2023

PROVIDING FOR: Extension of Town Manager's Contract

WHEREAS the Town Council desires to extend the current Town Manager's contract for 5 years; and

WHEREAS the Town Council and the Manager have negotiated a contract extension that is acceptable to both parties that has been reduced to a written contract; and

IT IS ORDERED that the Chairman of the Town Council is authorized to execute the written contract on behalf of the Town of Millinocket; and

PASSED BY THE COUNCIL: _____

ATTEST: _____

EMPLOYMENT AGREEMENT EXTENSION

THIS AGREEMENT, made and entered into this ____ day of ____, 2023, by and between the **TOWN OF MILLINOCKET**, Maine, a municipal corporation, hereinafter called "TOWN," as party of the first part, and **Peter Jamieson**, hereinafter called "MANAGER," as party of the second party, both of whom understand as follows:

WITNESSETH:

WHEREAS, TOWN desires to extend the employment agreement dated January 3, 2022 for the term in Section 2 below, of said Peter Jamieson as Town MANAGER of the Town (hereinafter MANAGER) as provided by Article III of the Charter of the Town, Finance Director, Deputy Treasurer and as Economic Development Director, all as provided by Maine law and the Town Administrative Code; and

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

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

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

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

Section 1. Powers and Duties of the Town MANAGER

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

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

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

Section 2. Term

- A. The MANAGER serves at the pleasure of the Town Council for a five (5) year extended term commencing on January 2, 2023 and expiring on January 1, 2028, and nothing herein shall be taken to prevent, limit, or otherwise interfere with the right of the Town Council to terminate the services of the MANAGER at any time subject only to the provisions of Section 3 of this Agreement. The MANAGER's extension date will commence on Monday January 3, 2022.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the MANAGER to resign at any time from his position with TOWN. However, in the event MANAGER voluntarily resigns as MANAGER before expiration of the term of this Agreement, the MANAGER shall give the Council Chair ninety (90) calendar days advance notice unless the parties agree otherwise. In the event the MANAGER fails to give the required notice and the parties have not agreed otherwise, accumulated sick leave per the Town Personnel Policy, if any, will be forfeited.
- C. The MANAGER agrees to remain in the exclusive employ of the TOWN while employed by the TOWN except if given permission by the Council for outside work, presentations or consulting that will not interfere with his duties of Millinocket Town MANAGER.

Section 3. Termination and Severance Pay

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

vacation, sick, and other leave the MANAGER may have earned or accumulated.

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

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

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

Section 4. Salary

A. The TOWN agrees to pay \$90,000 for his services rendered pursuant hereto as MANAGER, Finance Director, Deputy Treasurer and Economic Development Director and such compensation shall be payable in installments at the same time as other employees of the TOWN are paid. The TOWN agrees to an annual increase effective January 1st of the second, third, fourth, and fifth years of this extended contract term in the MANAGER'S pay of \$5,000 plus the cost of living increase given to all other Town employees.

Section 5. Retirement/Deferred Compensation

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

Section 6. Insurance Coverages

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

Section 7. Automobile

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

Section 8. Other Benefits

- A. The MANAGER shall be entitled to twenty (20) days of vacation every twelve (12) months during the term hereof which shall accrue and may be carried over as provided in the Town's

Personnel Policy.

- B. The MANAGER shall earn and accrue sick and personal leave at the rate prescribed by the Personnel Policy for other administrative employees.
- C. The MANAGER shall be entitled to those benefits provided full time Town employees in the Personnel Policy except where this contract provides or controls other or alternate benefits or compensation.
- D. The MANAGER will be receive a \$65 per month stipend toward his personal cell phone use and will receive a Town laptop for use if requested.
- E. The MANAGER shall receive a 2% commission on NEW BUSINESS he brings to the TOWN as Economic Development Director. NEW BUSINESS will not include expansions or further development by existing businesses in the TOWN or the members who own the existing businesses. The commission will paid on the increase in the taxes received by the TOWN the following year for both personal and property taxes paid by the NEW BUSINESS.

Section 9. Professional Development

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

Section 10. Performance Evaluation

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

Section 11. Indemnification and Bonding

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

Section 12. General Provisions

- A. This Agreement shall become effective as of January 3, 2023, upon adoption and approval by the Town Council of the Town of Millinocket.
- B. If any provisions, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.
- C. No term or provision of this Agreement shall be deemed to have been waived by either party unless such waiver is in writing and signed by the party making the waiver.
- D. This Agreement may be amended at any time, only in writing and duly executed by both parties.
- E. The subject headings of the Sections of this Agreement are included for the purpose of convenience only and shall in no way affect the meaning, construction or interpretation of any provision of this Agreement.

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

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

Peter Jamieson

Town of Millinocket

By _____
Jesse Dumais, its Chairman