



**TENTATIVE AGENDA
REGULAR TOWN COUNCIL MEETING in COUNCIL CHAMBERS & via ZOOM
THURSDAY, MAY 23, 2024
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: May 8, 2024, Special meeting - Executive Session.

Special Presentation: a.) Resolve #2-2024 Proclamation Recognition of EMS Week, May 19th through May 25th, 2024.
b.) Resolve #3-2024 Department of Economic and Community Development Application for a Community Development Block Grant
c.) Brad Fitzgerald, East Millinocket Police Department – Quarterly Update

UNFINISHED BUSINESS: n/a

NEW BUSINESS:

5. ORDINANCE #1-2024 2nd Public Hearing – Setting of Town Council Stipends
6. Town Manager’s Report: May 23, 2024
7. ORDER #133-2024 Approval of the Town Warrant for May 23, 2024
8. ORDER #134-2024 Approval of the Wastewater Warrant for May 23, 2024
9. ORDER #135-2024 Approval of a Victualer License Application – McDonald’s
10. ORDER #136-2024 Approval of a Victualer License Application – Millinocket Variety
11. ORDER #137-2024 Approval of a Victualer License Application – Appalachian Trail Cafe
12. ORDER #138-2024 Approval of Municipal ATV Grant Application with Northern Timber Cruisers
13. ORDER #139-2024 Approval of Contract for Police Services
14. ORDER #140-2024 Approval of Penobscot County Ambulance Contract
15. ORDER #141-2024 Approval of Penobscot County Fire Contract

16. Reports and Communications:

- a. Warrant Committee for the June 13, 2024, Council Meeting will be Chair Pelletier and Councilor Danforth
- 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/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****



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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/>.

May 8, 2024

The Special Meeting for Executive Session was brought to order in the Town Manager's office and via Zoom at 5:30 pm by Chair Madore.

Roll Call:

Town Council Members Present:

Danforth	Madore
Dumais	McLaughlin
Higgins	Pelletier
Mackin	

Also in attendance: Town Manager Peter Jamieson, Town Clerk Diana Lakeman, 0 in public attendance, and 0 in Zoom attendance.

- Entered Executive Session - @ 5:32 pm.

Order #121-2024 PROVIDING FOR: Executive Session of the Town Council

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

Motion – McLaughlin Second – Higgins Vote 7-0

Council Comment: none

Public Comment: none (zero public in attendance); Town Clerk Lakeman exited at 5:32pm;

Executive session adjournment at 7:14 pm;

Motion- Councilor McLaughlin , Seconded- Councilor Higgins , Vote 7-0

Motion to Adjourn @ 7:16 pm –Councilor McLaughlin,

Second- Councilor Higgins

Vote 6-1 (Pelletier/Opposed)

RESOLVE #2-2024

PROCLAMATION IN RECOGNITION OF EMS WEEK, MAY 19, 2024 THROUGH MAY 25, 2024

WHEREAS Emergency medical services are a vital public service; and

WHEREAS The members of our emergency medical services team are ready to provide life-saving care to those in need 24 hours a day, seven days a week; and

WHEREAS Access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illnesses or injury; and

WHEREAS Emergency medical services have grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and education; and

WHEREAS The emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, administrators, pre-hospital nurses, emergency nurses, emergency physicians, and other out of hospital medical care providers; and

WHEREAS The members of our emergency medical services team, whether full or part time, engage in thousands of hours of specialized training and continuing education to enhance their life-saving skills; and

WHEREAS It is appropriate to recognize the value and the accomplishments of our emergency medical services providers by designating Emergency Medical Services Week; now.

THEREFORE, the Town of Millinocket Council, in Council assembled on May 23, 2024, do hereby proclaim and recognize the week of May 19th through May 25th, 2024, as **EMERGENCY MEDICAL SERVICES WEEK**.

Attest: _____

**COUNCIL RESOLUTION
RESOLVE #3-2024**

STATE OF MAINE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

WHEREAS, the Town of Millinocket wishes to apply to the Department of Economic and Community Development for a Community Development Block Grant to carry out a community development program; and

WHEREAS, the planning process required by Maine Law and the CDBG Program have been complied with, including participation in the planning process by low- and moderate-income families and individuals and the community has conducted at least one duly advertised public hearing; and

WHEREAS, the Town of Millinocket is cognizant of the requirement that should the intended National Objective of the CDBG program not be met all CDBG funds must be repaid to the State of Maine CDBG program; and

NOW THEREFORE, be it resolved by the Council of the Town of Millinocket that the Town Manager:

1) Is authorized and directed to submit an application for the Community Enterprise Grant program in an amount of \$100,000 to the State of Maine's CDBG Program, and to the Department of Economic and Community Development on behalf of the Town of Millinocket substantially in the form presented to this council;

2) Is authorized to make assurances on behalf of the Town of Millinocket required as part of such applications; and

3) Is authorized and directed, upon acceptance of said funds to carry out the duties and responsibilities for implementing and said program(s), consistent with the Charter of the Town of Millinocket and the laws and regulations governing planning and implementation of community development programs in the State of Maine.

DATE ENACTED: _____
Municipal Seal

AUTHORIZED SIGNATURES

Attest:

Millinocket Town Council	
Name	Chair Michael Madore
Date	
Name	Councilor Jane Danforth
Date	
Name	Councilor Tammy McLaughlin
Date	
Name	Councilor Louis Pelletier
Date	
Name	Councilor Gail Mackin
Date	
Name	Councilor Robert Higgins, Jr
Date	
Name	Councilor Jesse Dumais

Town Clerk Diana M. Lakeman

ORDINANCE #1-2024

PROVIDING FOR Setting of Town Council Stipends

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MILLINOCKET, IN TOWN COUNCIL ASSEMBLED, that, pursuant to Article II, Section 205 of the Millinocket Town Charter, Chapter 27 of the Millinocket Code, Salaries and Compensation, Article I – Town Council, is amended as follows:

Section 27-4 is amended to read as follows:

“Regular Council members will be paid the amount of \$2,000 per year; the Council Chairperson will be paid the amount of \$3,000.00 per year.”

Section 27-6 is amended to read as follows:

“These increases will commence with the Council seated following the November 2024 General Election.”

BE IT FURTHER ORDAINED that the Town Clerk make copies of this amendment and distribute to all parties known to have a copy of the Millinocket Code.

BE IT FURTHER ORDAINED that this ordinance take effect 30 days after enactment.

1st Reading 5/9/2024; 6-0
2nd Reading _____

Council Approved _____

Effective Date _____

Attest: _____
Diana M. Lakeman, Town Clerk

TOWN OF MILLINOCKET
PUBLIC HEARING
ORDINANCE #1-2024
SETTING OF TOWN COUNCIL STIPENDS
CHAPTER 27, CODE OF THE TOWN OF MILLINOCKET

The Millinocket Town Council will hold public hearings on proposed Ordinance #1-2024, which will amend Article II – Town Council, Section 205 - Compensation of the Millinocket Town Charter, Chapter 27 - Salaries and Compensation, Article I – Town Council, Sections 27-4 & 27-6 of the Millinocket Code. The hearings will be held during the Council meetings of May 9, 2024 and May 23, 2024 in the Council Chambers located in the Municipal Building, 197 Penobscot Avenue, beginning at 5:30 PM.

Dated at Millinocket, ME

May 2, 2024



Diana M. Lakeman

Town Clerk



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Town Manager's Report – 5.23.24

Unorganized Territories Fire & EMS Contracts:

- Chief Cote and I had a great meeting with the Penobscot County U.T. Administration recently and came to an agreement on what would be proposed to the County Commissioners regarding our contract to provide Fire & EMS support to the U.T.'s.
- This agreement will benefit the Town financial and resolves the burden that the Taxpayers of Millinocket have carried for years related to the cost of providing these services outside of our community.
- We are please to have worked through this agreement with the U.T. Administration and thank them for their patience throughout the process. They were wonderful to work with.
- It is my understanding that the Penobscot County Commissioners will be presented with this agreement for consideration on Tuesday, 5/21
- We will be meeting soon to consider the renewal of our Solid Waste contract with the U.T.'s, as the current agreement ends in June. Public Works Director, Bryan Duprey, and I will be reviewing this contract and presenting necessary updates to the County. Our hope for this one is for it to be short and sweet.

Elks' Land:

- I intend to meet in the very future with wood cutting outfits in preparation for clearing the acreage needed for our new Fire Station & Public Safety Building.
- We have submitted a request to the Congressionally Directed Spending program that, if rewarded, would fund the engineering and construction of this facility. We are hopeful to receive the funding, however, if we are not awarded these funds, we will continue to search for other funding sources.
- I have revived the conversation with Dirigo Solar regarding their interest to construct a solar array at the back of this parcel, near the airport boundary. We are meeting this week to start planning that work and discuss a new lease option. It will be great to have this investment begin to produce revenue as was intended.
- Discussions are ongoing regarding the remainder of the acreage. Research is showing conflicting information as to what would be best suited for the area in terms of housing vs. mixed use commercial. More to come!

Court Lease:

- Completion of the updated court lease is right around the corner!
- I have been addressing this with the Court administration with assistance from our attorney.
- The new agreement should provide a better financial benefit to the Town as well as help fund necessary improvements to the building.

Upcoming Projects:



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- This will be a busy summer with the various projects set to begin work:
 - We have more paving work being done than the Town has seen in a very long time.
 - The Department of Transportation has a major paving project planned for much of Central Street (Rt. 11/157)
 - The culvert and bridge connecting Penobscot Avenue to Iron Bridge Road will finally be replaced as soon as the water flowage is at the proper level. I understand this generally happens in late July into early August.
 - Work should begin on the Ski Tow Project.
 - Millinocket will begin the process of conceptual design of our future community center. The public is encouraged to please participate in the community meetings to share their input on the proposed project.
- I know I'm forgetting a couple of projects here, but all of these summer projects and the upcoming fall projects including the start of the main pump station upgrade and the modernization of the municipal building elevator will certainly make for a busy year!

Respectfully submitted,

Peter Jamieson, Town Manager.

Department Updates

Treasurer:

- Worked with the Auditors on some federal grant testing.
- Federal and State quarterly reporting.
- Monthly work of reconciling accounts.
- Overall catching up on things after budget season ended.
- Attended various TRIO trainings.
- Completed FY25 Municipal Budget with Town Manager and Department Heads

Respectfully submitted, *Beverly MacLeod, Town Treasurer*



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Assessing:

- Traci is processing the 100+ personal property declarations that we have received to date.
- Traci and I have been doing street reviews of the revaluation team's completed documentation. Once reviewed, we will send the files off for data entry into our TRIO software.
- Traci and I have also been following up on the construction projects that have been done since April 1, 2023.
- I am also working on the State reports regarding our ratio of assessments as compared to sales. Again, the sales are substantially outpacing our assessments. At this time, despite all of our historical adjustments, we have slipped to 68%. I will be analyzing the sales data to implement cost schedules changes to improve our compliance.

Lorna Thompson – Town Assessor

Human Resources Director

- Personnel issues
- Drug and Alcohol testing.
- Municipal Release deeds
- Supplies for Municipal building.
- Employee Benefits

General Assistance Director

- Assisted individuals to meet their unmet needs.
- Submitted for reimbursements.
- Yearly updates for GA maximums

Bookkeeper

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

Lori Santerre, HR Director, GA Director, Bookkeeper



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Code Enforcement / Public Health & Safety:

- Following up on residential property projects inspections.
- Working to finish the Solar Energy System Ordinance to take to the Planning Board.
- Followed up on several trash and sewer complaints received from citizens.
- Followed up on complaints received concerning items on properties around community.
- Working with subcommittee of Age Friendly on this year's Farmers Market.
- Attended Manufactured Housing (Tiny Homes) put on by MBOIA.
- Received certification from Age Friendly Master Class program.
- Attended continuing education training for LHO around Mold and Moisture in rental properties.
- Attended class with Maine DHHS on Maine Health Inspection Program updates for coming summer season.
- Check and work with Vendors at Peddlers Hill
- Completed LSC inspections for citizens receiving Town rental assistance.
- Collaborated with Solar Companies installing home based Solar projects.
- Talked with LUPC and have flyer with information for persons looking for information on doing work around their properties located near bodies of water.
- Attending online Life Safety Code classes as required for re-certification.
- Jason Johnson from MMA Safety Coordinator conducted inspections at the Town Office, Airport, Public Works, and the Transfer Station as part of our annual inspections this year. Items addressed will be addressed and report sent to Jason.
- Continue to work with Bob Benjamin on property at 181 Penobscot Ave.

Thomas Malcolm – CEO, Public Health & Safety

Airport:

- All the winter equipment has been stored and replaced with summer equipment.
- Spring cleaning of the facility along with mowing and trimming has begun.
- The Rotating Beacon is now back in service thanks to Pine State Electric (Rick W)
- Runway lights that were damaged by snow removal equipment are fixed. (we have a few every year)
- The annual FAA AIP (airport improvement plan) also known as the CIP (capital improvement plan) process has begun.
I attend the first meeting at MEDOT in Augusta on May 21st.
- I have been asked to attend the National Paper Airplane Day at Granite Street School on May 24th.



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I am looking forward to presenting the award for the longest paper airplane flight.

- The Based Aircraft List has been updated to show that we now have 22 aircraft that call KMLT home.

This number is up two from last year as we have two new aircraft that were built here over the last several months.

- We currently have four people taking flying lessons here with the new instructor.
- The G.A.R.D. system has recorded 109 aircraft operations this month to date. 5-17-24.
- I have had several meetings with Hoyle Tanner on the design of the main runway and taxiway extension.

Jeff Campbell – Airport Manager

Wastewater Treatment:

- The month of April are percent removals dropped a bit into the 80th percentile for BOD and TSS removals. This is due to the lagoons' heavy algae which occurs around this time of year. The good news is that it is slowly but steadily improving day by day and we will be reporting back up into the mid 90's on removal.
- On May 16, we had our annual DEP state inspection. The inspection went very well and there were no issues with the way the plant and process are being operated. This will be followed by a state report outlining areas covered in the inspection. It is a great feeling knowing we are doing the job we have been hired to do. Kirk, Everett and I work well together and take great pride in what we do that reflects the State inspection. We continue to provide great service to our town and the environment in which we live in.
- On the agenda for the summer, we will be taking care of some much-needed maintenance, pump installation, and the start of our new Main pump station upgrade. We are excited for the upgrade which will help the wastewater process run a lot smoother.

Community Initiatives:

- Worked on the community newsletter "Magic City Monthly" along with the Manager and various departments/organizations!
- Used Facebook, Constant Contact, and digital sign to communicate with the community.
 - Senior Sign Project 2024 is now live.
- Assisting Age Friendly Committee with various projects.
- Worked alongside DesignLab on the following projects:
 - Community Calendar



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- Social Media
- Advertising
- Welcome Home Guide
 - Still fine tuning
- Street Pole Banners
 - Final designs have been ordered.
- Overseeing the following projects:
 - Concept design of the Community Center
 - Brownfields Community Wide Assessment
 - Sevee and Maher continue assessments.
 - New Awnings for Municipal Building
 - They are up!
 - Ski Tow Project
 - Planning meeting will happen in the next few weeks.
 - RFP for electrical work to follow shortly after.
- Researched various grant opportunities.
- The events team has selected two winners of the Town of Millinocket Scholarship.
 - The winners will be announced during Senior Night at the High School.
 - Formal resolutions will be submitted for the council meeting on June 13th to honor the recipients.
- Continued the planning of the Independence Day celebration with Events Team.
- Submitted a grant for the construction of the airport terminal building through the Northern Border Regional Commission Timber for Transit Program in the amount of five million dollars.
- Submitted a CDS request both to Senator King and Senator Collins for the design and construction of a new Fire Station / Public Safety Building.
- Received news that Millinocket was selected for the CDBG grant to start a façade program in Millinocket in the amount of \$100,000.
 - We are working on the next steps now.
 - More info and RFA (Request for Applications) to come within the next few weeks.
- Received news that the Town was awarded the Energy Efficiency Priorities Grant in the amount of \$100,00 to replace some windows in the Municipal Building.
- Attending the Brownfields Summit in Portland at the end of the month.
- Received news that Millinocket was selected to receive a \$10,000 grant toward the Ski Tow Project.
 - This will be extremely helpful as costs have increased since the original budget was created!

Amber Wheaton – Community Initiatives Director



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Town Clerk/Tax Collectors Office:

Totals include March 26, 2024, through May 17, 2024: Receipt Summary report which provides by receipt type, the number of transactions and total dollars processed at the Town Office. In summary, \$2,558,762.60 were collected, which involved 3808 transactions processed in Trio. **Report Attached*

- **FY23/24 Real Estate & Personal Property: past due;** Tax paid summary as of 4/17/2024: **Reports Attached*
 - 2024 Real Estate: 355 accounts; Amount Due: \$353,474.81.
 - 2024 Personal Property: 28 accounts; Amount Due: \$9,849.95
 - Mailed reminder letters to delinquent Personal Property accounts on February 29, 2024.
- April Sewer Billing – 2024 2nd Quarter:
 - Bill Date 4/25/24; Due Date 5/23/24; **Interest Date 5/24/24 (8%)**
- Sharon, Tax Collector, mailed reminder notices to delinquent tax account holders and made phone calls for some account holders with smaller balances due. **Letter Attached*
- Mailed renewal reminder letters to current Victualer License holders on 3/20/24.
- Motor Vehicle reports current, reconciled, and submitted to BMV.
- April month end reports for Vital Records, IF& Wildlife, and Dogs were reconciled and collected monies were submitted to all State agencies accordingly.
- Marriage and Cemetery season is gearing up – Recording sales, deeds, electronic/card file.
- finalizing prior council meeting minutes.
- Fulfilling requests for 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.

Elections Department:

- June 11, 2024, Primary and FY25 School Budget Validation elections; Items of interest: Certified, and Submitted all required Clerk documents to SOS (Secretary of State-Elections Division) by timeline provided; Absentee Ballots Available May 10, 2024 through June 6, 2024
- Absentee Ballot Applications only are available for the June 11th, 2024, Primary: request can be made by electronic ABR system, mail in, in person, or over the phone.

Other Items: Boards/Committees:

- **Recreation Advisory Committee: (1) Full Seat available and (1) Partial Term to expire 3/2025.**
- 2024 Annual Transfer Site stickers available; Resident fee: \$20/Non-Resident fee: \$10
- 2024 ATV and Boat Registration Stickers available: Reminder: IF & Wildlife mandatory agent fee increase to \$5 on ATV snowmobile registrations

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



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Fire & Ambulance:

- The Department is taking part in celebrating the 50th National EMS Week during May 19th -May 25th.
- Attended various committee meetings.
- Chief Cote attended the Penobscot County Fire Chiefs Association Meeting via zoom. Millinocket Fire will be hosting the June County Chiefs Meeting.
- Chief Cote attended the Healthcare Coalition of Maine State Leadership Committee Meeting.
- Chief Cote attended the Maine EMS report writer workshop.
- Chief Cote attended the Fire Reporting Data Framework and Update workshop for new fire reporting.
- Chief Cote hosted a meeting for mutual aid chiefs to discuss the new potential OSHA draft ruling.
- Chief Cote held a After Action Review Meeting for area departments and agencies on the April 8th Eclipse.
- Fire Department has partnered with Age Friendly to start a File of Life program with a start date of June.
- Chief Cote is working on an inspection program for facility inspections of the Millinocket Fire Dept.
- Chief Cote is working to get the department ready for a SHAPE (Safety & Health Award for Public Employers) Inspection with Maine Safety Works.
- Chief Cote is working with T-Mobile to put cell phones in each Ambulance and Fire Truck, as well as back up cell phone in dispatch with a start date of July 1st.
- Maine Forest Service Volunteer Fire Assistance Grant has been closed out and submitted for reimbursement.
- Chief Cote is working on a Live Fire Burn Plan to conduct Live Fire Training for Millinocket Fire Department and Katahdin Regional Firefighter 1&2 Class to take place on June 23rd in Hodgdon.
- All Tier II Reporting for the Millinocket Area has been reported by local business and submitted to the Fire Department and County & State Emergency Management Offices.
- Chief Cote working on updating the Town of Millinocket Emergency Action Plan.
- Fulltime crews are training on pumps, hydrants, and scene size up during shifts.
- Driver Recertification Training is happening for full-time and paid call staff.
- One fulltime member just completed the Advance EMT Class in Lewiston and is awaiting national registry testing.
- One paid call member just completed Emergency Vehicle Driver's Training and is signed up to take the EMT-Basic class in July.
- Katahdin Area Regional Firefighter I&II is going full speed at Millinocket Fire, with 18 students in the program throughout the region. Lost three students recently in the program for various reasons.
- Two new EMS Jump Bags and a suction unit have been purchased for the ambulances.



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- Inspecting various open burn/campfire sites in the community and educating community members on the new state open burning laws & regulations.
- Chief Cote continues to work with Town Manager and the Unorganized Territory Administrator on Fire & EMS contracts with Penobscot County.
- Chief Cote continues working on updating mutual aid plans, response plans, and preplans.
- One FF/Paramedic and One Paid Call Firefighter out for on-the-job injury, unknown at this time how long personnel will be out.
- One Fulltime Opening is posted and being advertised.
- Full-time and Paid Call Staff Meetings and Training continue monthly.

Jon Cote – Fire Chief / Emergency Manager Director

Millinocket Memorial Library Update Attached

Receipt Search Report

Actual Date Between 03/26/2024 and 05/17/2024, Receipt Type Between 1 and 804

Receipt Summary

Type	Count	Amount
1 MOTOR VEHICLE	10	-60.76
2 BOAT REGISTRATION	298	17,679.90
3 ATV REGISTRATIONS	26	2,648.23
4 SNOWSLED REG	1	60.06
5 GAME LICENSES	43	1,406.00
7 CODE ENFORCEMENT	27	1,315.00
8 ASSESSING MISCELLAN	1	1,115.20
9 POLICE DEPARTMENT	2	50.00
11 TRANSFER SITE	1	355.00
12 TRANSFER SITE RECYC	1	368.00
14 GENERAL ASSISTANCE	1	1,506.85
15 AIRPORT	2	509.53
16 AIRPORT EXC/SALE TX	2	135.00
18 PAYMENT IN LIEU TAX	2	8,072.36
19 BD CHECK & WASH ACC	2	568.55
22 ADM COPIES /AUDIT	8	22.64
26 NOTARY FEES	10	75.00
27 MISC ASSESSING	1	28,678.01
30 REV SHARING/BETE	3	369,782.39
39 AMB AR COLLECTIONS	7	1,763.86
42 CDBG MLKT HIST SOC	2	931.72
46 OTHER ADMIN	1	10.00
50 MUNICIPAL BLDG	2	4,666.66
52 FIRE & AMBULANCE MISC	4	60.00
53 AMBULANCE PAYMENTS	29	5,377.22
54 AMULANCE CR CARD PAYMENTS	8	1,164.00
55 PUBLIC WORKS ADMIN	2	130.00
61 SCHOOL APCON 2597	5	7,915.10
62 SCHOOL REVENUE 2597	21	1,393,721.47
63 VIC/ENT/PED/VND/BUS	27	615.00
67 WW & SCHOOL BANK FE	2	314.43
70 SCHOOL PAYROLL TAX	8	121,462.43
72 INSURANCE REIM	1	9,736.34
74 CEMETERY BILLING	6	1,900.00
81 FRINGE BENEFITS	1	2,961.00
90 Real Estate Payment	288	158,578.52
91 Tax Lien Payment	9	6,434.91
92 Personal Property Payment	3	1,173.48
94 Utility - Sewer Payment	1733	174,170.84
95 Utility - Sewer Lien	21	5,908.25
99 Motor Vehicle	879	213,421.12
100 WASTE WATER PR TAX	8	6,432.29

Receipt Search Report

Actual Date Between 03/26/2024 and 05/17/2024, Receipt Type Between 1 and 804

Receipt Summary

Type	Count	Amount
101 ELECTION-REIMBURSE	1	218.00
111 TRANSFER STICKER TO	122	2,402.00
112 TRANSFER STICKER UN	103	1,070.00
800 Dog Registration	26	722.00
801 Death Certificate	14	522.00
802 Birth Certificate	24	450.00
803 Marriage Certificate	10	243.00
	3808	2,558,762.60



Millinocket

Maine's Biggest Small Town

In March and April reminder letters were mailed out to taxpayers still owing balances over \$10.00 on their 2024 tax accounts. 185 accounts were paid to date.

In June, 30-day notices will be sent out to inform taxpayers a lien will be placed on the property if taxes are not paid within the 30 days.

Currently there are 271 accounts unpaid.

Sharon Cyr

Tax Collector

Phone: (207) 723-7000
Fax: (207) 723-7002
Address: 197 Penobscot Avenue,
Millinocket, ME 04462
Web: Millinocket.org

Acct	Name ----	Year	Original Tax	Payment / Adjustments	Amount Due
326 R	WIDEN, ANDREW	2024	4,441.50	7.84	4,433.66
1263 R	WIDEN, ANDREW	2024	1,627.14	1.69	1,625.45
324 R	WIDEN, ANDREW J	2024	1,872.48	1.96	1,870.52
701 R	WIDEN, ANDREW J	2024	1,404.36	13.25	1,391.11
713 R	WIDEN, ANDREW J	2024	301.74	0.55	301.19
729 R	WIDEN, ANDREW J	2024	1,579.20	1.64	1,577.56
771 R	WIDEN, ANDREW J	2024	2,157.30	3.80	2,153.50
1554 R	WODNICK, FRANK E &	2024	1,979.64	989.82	989.82
1039 R	WOODWORTH, RAYMOND K	2024	1,446.66	723.33	723.33
521 R	WP REAL ESTATE	2024	2,944.08	0.00	2,944.08
1975 R	WP REAL ESTATE	2024	1,308.48	0.00	1,308.48
1613 R	WP REAL ESTATE LLC	2024	3,451.68	0.00	3,451.68
2456 R	WP REAL ESTATE LLC	2024	1,195.68	0.00	1,195.68
460 R	WP REAL ESTATE, LLC	2024	2,210.88	0.00	2,210.88
530 R	WP REAL ESTATE, LLC	2024	1,418.46	0.00	1,418.46
334 R	WP REAL ESTATE, LLC.	2024	1,525.62	0.00	1,525.62
1156 R	WP REAL ESTATE, LLC.	2024	1,621.50	0.00	1,621.50
1317 R	WYMAN, GERALDINE B (DEWISEES)	2024	1,229.52	614.76	614.76
1318 R	WYMAN, GERALDINE MCMAHON (DEWISEES)	2024	1,528.44	764.22	764.22
1765 R	WYMAN, GERTRUDE D	2024	1,362.90	1,361.54	1.36
195 R	YORK, AGNES R &	2024	1,139.28	583.54	555.74
1871 R	YORK, JENNIFER L (NUTTING)	2024	961.62	0.00	961.62
867 R	YORK, NIKKI-JO	2024	1,663.80	1,661.03	2.77
1474 R	YORK, RUDY R	2024	2,041.68	1,020.84	1,020.84
Total for 355 Bills:		355 Accounts	518,072.91	164,598.10	353,474.81

Payment Summary

Type	Principal	Interest	Costs	Total
C - Correction	-476.78	0.00	0.00	-476.78
P - Payment	158,558.54	0.00	0.00	158,558.54
Y - Prepayment	6,516.34	0.00	0.00	6,516.34
Total	164,598.10	0.00	0.00	164,598.10

Non Lien Summary

2024-1	355	353,474.81
Total	355	353,474.81

No Bills 0.00 0.00 0.00

Payment Summary

Type	Principal	Interest	Costs	Total
Total	0.00	0.00	0.00	0.00

Lien Summary

Total	0	0.00
--------------	---	------

Non Zero Balance on All Accounts

Tax Year: 2024-1 To 2024-2

Personal Property

Acct	Name ----	Year	Original Tax	Payment / Adjustments	Amount Due
23	P AIRPORT CABINS	2024	16.92	0.00	16.92
285	P ALLEN, RICHARD	2024	56.40	0.00	56.40
321	P ALLIANCE HEALTHCARE SERVICES	2024	14,610.42	14,608.80	1.62
81	P AUTOMATIC VENDING & GAMES	2024	98.70	0.00	98.70
338	P CONOPCO, INC	2024	76.14	75.84	0.30
210	P COTE, ANGELA	2024	59.22	0.00	59.22
348	P CSI LEASING, INC	2024	5.64	0.00	5.64
49	P CYR, ED & SON INC	2024	70.50	0.00	70.50
145	P DISH NETWORK LLC	2024	552.72	551.73	0.99
2213	P DOLLAR GENERAL STORE #25421	2024	5,167.93	0.00	5,167.93
108	P DUVEL ROBERT	2024	28.20	0.00	28.20
19	P FERLAND, WAYNE	2024	126.90	126.70	0.20
65	P FSC SUBWAY LLC	2024	205.86	0.00	205.86
278	P GETCHELL BROS. INC.	2024	28.20	0.00	28.20
2205	P GLIDDEN, JON	2024	366.60	0.00	366.60
372	P HALLMARK MARKETING COMPANY LLC	2024	36.66	36.60	0.06
53	P HERITAGE MOTOR INN INC	2024	1,077.24	1,077.25	-0.01
250	P JANDREAU CLEANING	2024	22.56	0.00	22.56
374	P KELLEY MOBILE HOME PARK	2024	129.72	0.00	129.72
248	P LAMSON REALTY LLC	2024	2,095.26	0.00	2,095.26
393	P LEASE CORPORATION OF AMERICA	2024	586.56	586.10	0.46
396	P MAINE HERITAGE TIMBER LLC	2024	2,944.08	2,939.81	4.27
160	P NORTHWOODS REAL ESTATE LLC	2024	62.04	61.96	0.08
62	P STERN'S LUMBER COMPANY INC.	2024	1,043.40	1,042.82	0.58
282	P SURPRENANT DAVID & LUISA	2024	874.20	0.00	874.20
387	P SURPRENANT, DAVID & LUISA	2024	141.00	0.00	141.00
186	P THREE RIVERS HOLDINGS LLC	2024	473.76	0.00	473.76
378	P VIASAT INC	2024	64.86	64.13	0.73
Total for 28 Bills:		28 Accounts	31,021.69	21,171.74	9,849.95

Payment Summary

Type	Principal	Interest	Costs	Total
P - Payment	21,171.74	0.00	0.00	21,171.74
Total	21,171.74	0.00	0.00	21,171.74

Non Lien Summary

2024-1	28	9,849.95
Total	28	9,849.95

Millinocket Memorial Library Director's Report

April/May 2024

Prepared by Library Director, Diana Furukawa, for Millinocket Town Council, 5.17.2024



LIBRARY UPDATES

Operations

We are considering experimenting with evening hours this summer to better serve community members who work typical jobs or prefer evening hours. We intend to measure foot traffic by hours and gather feedback from the community throughout the summer to determine which hours make sense going forward.

You'll be seeing some new faces at the library this summer. We are excited to be hosting four internships this summer— two at the gear library and two at the library. Three are local youth, and one is a library science graduate student interested in helping us offer more art programs and activities for teens.

Programs

Recent programs have included Nutrition Classes with Maine SNAP-Ed, a series of Writing Workshops, a monthly Slow Jam session for musicians of all levels, and the grand opening of our Teen Space.

Our annual Summer Reading Program this year will include a visit from Darling's Ice Cream Truck, a hands-on animal program with "Drew and His Animals Too", a cynaotype art program, and a special story time with local author Jeff Hamm, among other activities. The Summer Reading Program is generously sponsored by Katahdin Federal Credit Union.

As usual, we will be one of the sites for the Summer Lunch Program. This year, the program has been expanded to include to-go dinner as well, which is sure to help many local families.

Facilities

We are gathering quotes for some regrading work outside our Children's Room to address recurring drainage issues by bringing water farther away from the building. If accepted by the board, we hope to complete this work before the start of our summer programs.

In April, we met with Maine Accessibility Corporation to understand our full range of options to increase the accessibility and functionality of our basement. We're using our findings from that meeting to finalize the scope of work for our FY24 Congressionally Delegated funds, which can be used for elevator modernization and other accessibility improvements.

The Help Desk

At the end of April, we completed our phase out of heating fuel assistance. Our current focus is on providing quality resource navigation services here at the library through what we're calling "The Help Desk". In many ways, the Help Desk is like the reference services we provide at our Circulation Desk, but with a focus on peoples' overall needs. Through the Help Desk, our staff meet with community members in person or over the phone to answer questions like: What food pantries are open this week?, What are the affordable housing options in the area?, How can I update my phone or download an app?, Where can I find a pro bono lawyer?, or How can I apply for MaineCare? To reach the Help Desk or make an appointment, call us at 207-723-7020, stop in at the library, or visit: MillinocketMemorialLibrary.org/HelpDesk.

Partnerships

In May we signed a contract with the Katahdin Collaborative to take on some facilitation work over the next year. Per this contract, library staff will be helping to engage more community members and organizations towards projects related to making the area more livable, healthy, and inclusive. I'm excited to tell you more about this work at my next presentation to the council.

Gear Library

The gear library reopened for the summer season in early May lending mountain bikes, kayaks, canoes, paddle boards, and backpacks to the public. We plan to expand hours in June once the foot traffic picks up.

We received a generous donation of five new mountain bikes from L.L.Bean this April which will help spruce up the fleet, and are actively writing grants to help update the bikes in our collection over time.

LIBRARY STATISTICS

Patrons	March 2024	April 2024	Change	April 2023	
Cardholders	2821	2845	24	24	2507
Adult Cardholders	2197	2220	23	23	1989
Youth Cardholders	619	622	3	3	518
Millinocket Resident Cardholders	2114	2131	17	17	1873
Out of State Cardholders	67	73	6	6	60

Circulation	March 2024	April 2024	Change	April 2023	
Active Cardholders	404	424	20	20	313
Circulation	1205	1278	73	73	885
Active Cloudlibrary Users	37	35	-2	-2	33
Imagination Library Users	182	183	1	1	150

Program Engagement	March 2024	April 2024	Change	April 2023	
Library Website Visits	1875	2146	271	271	1688
Facebook Likes	1886	1915	29	29	1613
Instagram Followers	689	695	6	6	626
Adult Programs	5	8	3	3	17
Adult Program Attendance	73	64	-9	-9	139
Children's Programs	13	16	3	3	9
Children's Program Attendance	72	57	-15	-15	156
Community Meetings	13	11	-2	-2	12
Community Meeting Attendance	111	62	-49	-49	77
Foot Traffic	2083	2350	267	267	2031
Library Volunteer Hours	107	116	9	9	135

Facilities	March 2024	April 2024	Change	April 2023	
Hours Open	154	168	14	14	158
Computer Sessions	250	253	3	3	220
Public Meeting Room Use	165	169	4	4	178
EV Charges	1	20	19	19	N/A
Wifi Connections	724	777	53	53	750

Gear Library	March 2024	April 2024	Change	April 2023	
Gear Circulation	KGL Closed	KGL Closed	N/A	N/A	KGL Closed
KGL Programs	1	8	7	7	<i>In 2023, these were included in library program count.</i>
KGL Program Attendance	4	75	71	71	
KGL Hours Open	KGL Closed	KGL Closed	N/A	N/A	KGL Closed
KGL Foot Traffic	KGL Closed	KGL Closed	N/A	N/A	KGL Closed

ORDER #133-2024

PROVIDING FOR: Execution of the Town Warrant for May 23, 2024

IT IS ORDERED that the Town Warrant for May 23, 2024, in the amount of \$172,415.70 is hereby approved.

Passed by the Town Council _____

Attest: _____

TOWN WARRANTS

**TOWN COUNCIL MEETING
THURSDAY, MAY 23, 2024**

TOWN	WARRANT (325)	
WARRANT	MAY 23, 2024	\$172,415.70
	TOTAL	\$172,415.70

A / P Check Register

Bank: BANGOR SAVINGS A/P

**** REPRINT ****

Type	Check	Amount	Date	Wrnt	Payee
R	35475	2,000.00	05/23/24	325	1905 ADAM QUALEY INCORPORATED
R	35476	500.00	05/23/24	325	2014 ALLEN, ROBERTA A
R	35477	615.58	05/23/24	325	2095 AMBULANCE MEDICAL BILLING
R	35478	332.00	05/23/24	325	0064 BERNSTEIN, SHUR, SAWYER & NELSON
R	35479	304.21	05/23/24	325	0229 CARQUEST AUTO PARTS
R	35480	353.30	05/23/24	325	2248 COLBY MARTIN
R	35481	790.00	05/23/24	325	1775 DESIGNLAB, LLC
R	35482	31.00	05/23/24	325	0196 EMERY LEE & SONS, INC.
R	35483	1,281.53	05/23/24	325	0226 GALLS LLC
R	35484	11,679.34	05/23/24	325	0240 GREEN THUMB LAWN SERVICE
R	35485	512.14	05/23/24	325	0241 GREENWAY EQUIP. SALES
R	35486	124.61	05/23/24	325	0250 HANNAFORD
R	35487	21,059.32	05/23/24	325	0826 HARRIS COMPUTER SYSTEMS
R	35488	741.24	05/23/24	325	1039 HOGAN TIRE, INC.
R	35489	27,184.35	05/23/24	325	0805 HOYLE, TANNER & ASSOCIATES
R	35490	82.27	05/23/24	325	1188 INDUSTRIAL PROTECTION SERVICES, LLC
R	35491	1,455.70	05/23/24	325	1903 KATAHDIN TRUE VALUE
R	35492	4,675.00	05/23/24	325	0365 LINCOLN RENTAL SYSTEMS INC.
R	35493	70.00	05/23/24	325	0392 MAINE MUNICIPAL ASSOCIATION
R	35494	600.00	05/23/24	325	1186 MAINE REVENUE SERVICES
R	35495	4,539.81	05/23/24	325	1849 MAINE TECHNOLOGY GROUP LLC
R	35496	41,128.53	05/23/24	325	0037 MAINE WATER COMPANY
R	35497	207.41	05/23/24	325	0687 MALCOLM, THOMAS M.
R	35498	1,857.61	05/23/24	325	2198 MUNICIPAL WASTE SOLUTIONS, LLC
R	35499	271.35	05/23/24	325	2023 NORTH COAST SERVICES, LLC
R	35500	355.84	05/23/24	325	1669 OFFICE DEPOT, INC
R	35501	200.00	05/23/24	325	0513 OLVER ASSOCIATES INC.
R	35502	200.00	05/23/24	325	2206 ORKIN
R	35503	300.00	05/23/24	325	1537 PELLETIER MANUFACTURING, INC.
V	35504	403.94	05/23/24	325	0584 REGISTER OF DEEDS
R	35505	399.00	05/23/24	325	2129 SON OF A GUNN, INC.
R	35506	20.99	05/23/24	325	1668 STANLEY'S AUTO CENTER LLC
R	35507	83.95	05/23/24	325	0649 STERNS LUMBER COMPANY INC
R	35508	12,595.28	05/23/24	325	2076 STRYKER FLEX FINANCIAL
R	35509	2,493.18	05/23/24	325	0695 TOWN OF EAST MILLINOCKET
R	35510	23,759.40	05/23/24	325	2247 TOWPRO LIFTS LLC
R	35511	215.00	05/23/24	325	0722 TREASURER, STATE OF MAINE
R	35512	203.36	05/23/24	325	0737 UNIFIRST CORPORATION
V	35513	0.00	05/23/24	325	1502 VERSANT POWER
R	35514	8,246.57	05/23/24	325	1502 VERSANT POWER
R	35515	184.00	05/23/24	325	1799 WEST BRANCH AVIATION LLC
R	35516	239.10	05/23/24	325	0778 WHITE SIGN
R	35517	349.99	05/23/24	325	0792 WINTERPORT BOOT
R	35518	173.74	05/23/24	325	2238 WITMER PUBLIC SAFETY GROUP, INC

Millinocket
3:10 PM

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

05/21/2024
Page 2

Type	Check	Amount	Date	Wrnt	Payee
	Total	172,415.70			

Count	
Checks	42
Voids	2

ORDER #134-2024

PROVIDING FOR: Execution of the Wastewater Warrant for May 23, 2024

IT IS ORDERED that the Wastewater Warrant for May 23, 2024, in the amount of \$16,228.96 is hereby approved.

Passed by the Town Council _____

Attest: _____

WASTEWATER WARRANTS

**TOWN COUNCIL MEETING
THURSDAY, MAY 23, 2024**

WW	WARRANT (326)	
WARRANT	MAY 23, 2024	\$16,228.96
	TOTAL	\$16,228.96

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

Type	Check	Amount	Date	Wrnt	Payee
R	10906	64.95	05/23/24	326	0869 BIDDEFORD INTERNET CORPORATION
R	10907	1,108.80	05/23/24	326	1901 CREATIVE DIGITAL IMAGING, INC
R	10908	1,185.62	05/23/24	326	0826 HARRIS COMPUTER SYSTEMS
R	10909	594.00	05/23/24	326	0828 HYGRADE BUSINESS GROUP, INC.
R	10910	3,579.78	05/23/24	326	0037 MAINE WATER COMPANY
R	10911	1,500.00	05/23/24	326	0513 OLVER ASSOCIATES INC.
R	10912	8,195.81	05/23/24	326	1502 VERSANT POWER
Total		16,228.96			

Count	
Checks	7
Voids	0

ORDER #135-2024

PROVIDING FOR: Approval of an Application for a Victualer License for McDonald's

IT IS ORDERED that the attached application for a Victualer License is hereby approved for:

RC Management LLC, Ronald Lydick, Address: Falmouth, Maine
d/b/a
McDonald's, 1 Sycamore Street, Millinocket.

Passed by the Town Council _____

Attest: _____



Millinocket

Maine's Biggest Small Town

APPLICATION FOR A VICTUALERS LICENSE

FEE: \$25.00

ITEM	NEEDED
Victualer/State.Lic	<input checked="" type="checkbox"/>
Date Paid	5/20/21
Payment Type	45177
Expire Date	May 31 25
Clerks' Approval	DML

NAME OF APPLICANT: RC Management LLC / Ronald Lydick owner/operator

PHONE NUMBER OF APPLICANT: 207-582-0855

RESIDENCE OF APPLICANT: Falmouth Maine 04105

NAME OF BUSINESS: McDonald's of Millinocket

PHONE NUMBER OF BUSINESS: 207-723-4900

BUSINESS ADDRESS: 1 Sycamore St, Millinocket Me

NATURE OF BUSINESS: FAST FOOD

LOCATION TO BE USED: _____

RESIDENCE OF APPLICANT IN THE LAST FIVE YEARS:

350 Woodville Rd., Falmouth, Me 04105

LIST OF PRINCIPAL OFFICERS, TITLES AND ADDRESS FOR THE PAST THREE YEARS:

Sarah Hafford - Operations Mgr. - Winthrop Maine

Tara Jay - Supervisor - Parkman Maine

Brook Cuthbertson - General Manager - Millinocket Me

DESCRIPTION OF PREMISES TO BE LICENSED

McDonald's Restaurant.

(PLEASE INCLUDE CURRENT COPY OF YOUR STATE OF MAINE DEPARTMENT OF HUMAN SERVICES FOOD VENDOR'S LICENSE)

BUSINESS McDonald's
1 Sycamore St

ORDER # _____

**COVER SHEET FOR LIQUOR, ENTERTAINMENT OR VICTUALER LICENSE
APPLICATIONS**



TAXES ARE CURRENT

Yes No _____



WASTEWATER IS CURRENT

Yes No _____



POLICE INCIDENTS IN THE PAST YEAR

Yes _____ No

(IF APPLICABLE PLEASE LIST)

State of Maine

DEPARTMENT OF HEALTH AND HUMAN SERVICES

EST ID: 3206

EATING PLACE TIER 2 65 Seats (in)

MCDONALDS
1 SYCAMORE ST
MILLINOCKET ME 04462

EXPIRES: 04/11/2025

FEE: \$265.00

ATTN HILDA BROWN
RC MANAGEMENT LLC
MCDONALDS
PO BOX 8
GARDINER ME 04345



Jeanne M. Lombrow

Commissioner

NON-TRANSFERABLE

▽ DETACH HERE ▽

Employers must establish a written smoking policy that prohibits smoking in any business facility, including in vehicles used for work, and in outdoor areas where employees perform services under the control of the employer. Smoking in workplaces shall only be permitted outdoors. Employers shall only permit employer and employees to smoke outside within a Designated Smoking Area that is at least 20 feet away from the business facility and designed in a way to prevent smoke from escaping back into a workplace, public place or other areas where smoking is prohibited.

Eating Establishments shall prohibit smoking in outdoor eating areas and all enclosed areas of public places. Smoking includes the use of electronic smoking devices, whether or not they contain nicotine.

Tobacco Retailers are required to card all persons 30 years of age or younger by photographic identification that contains the persons date of birth. Tobacco products may not be sold to any person under 21 years of age unless the person obtained 18 years of age on or before July 1, 2018. Tobacco products include, but not limited to, a cigarette, a cigar, a hookah, pipe tobacco, chewing tobacco, snuff or snus, electronic smoking devices, and any component or accessory used in the consumption of a tobacco product, such as filters, rolling papers, pipes and liquids used in electronic smoking devices, whether or not they contain nicotine.

For free guidance regarding Maine's retail tobacco and workplace smoking laws, please contact the Maine CDC Tobacco and Substance Use Prevention and Control program at tsup.dhhs@maine.gov or call 207-287-4627.

ORDER #136-2024

PROVIDING FOR: Approval of an Application for a Victualer License for Millinocket Variety

IT IS ORDERED that the attached application for a Victualer License is hereby approved for:

Daniel Nelson, Business Address: 112 Central Street, Millinocket
d/b/a
Millinocket Variety, 112 Central Street, Millinocket.

Passed by the Town Council _____

Attest: _____



Millinocket

Maine's Biggest Small Town

ITEM	NEEDED
Victualer/State.Lic	<input checked="" type="checkbox"/>
Date Paid	5-20-21
Payment Type	OK# 2531
Expire Date	May 31, 25
Clerks' Approval	DM

APPLICATION FOR A VICTUALERS LICENSE

FEE: \$25.00

NAME OF APPLICANT: Daniel Nelson

PHONE NUMBER OF APPLICANT: 207 731-1004

RESIDENCE OF APPLICANT: 66 NH St, Millinocket

NAME OF BUSINESS: Millinocket Variety

PHONE NUMBER OF BUSINESS: 723-9332

BUSINESS ADDRESS: 112 Central St, Millinocket

NATURE OF BUSINESS: Convenience Store

LOCATION TO BE USED: 112 Central

RESIDENCE OF APPLICANT IN THE LAST FIVE YEARS:
66 NH St, Millinocket

LIST OF PRINCIPAL OFFICERS, TITLES AND ADDRESS FOR THE PAST THREE YEARS:
Daniel Nelson, Owner, 66 NH St, Millinocket

DESCRIPTION OF PREMISES TO BE LICENSED
1 story, corner lot, cement block, approx 905 sq ft
900 sq ft

(PLEASE INCLUDE CURRENT COPY OF YOUR STATE OF MAINE DEPARTMENT OF HUMAN SERVICES FOOD VENDOR'S LICENSE)

BUSINESS Millinocket Variety
112 Central St

ORDER # _____

**COVER SHEET FOR LIQUOR, ENTERTAINMENT OR VICTUALER LICENSE
APPLICATIONS**



TAXES ARE CURRENT

Yes No



WASTEWATER IS CURRENT

Yes No



POLICE INCIDENTS IN THE PAST YEAR
(IF APPLICABLE PLEASE LIST)

Yes No



State of Maine

Department of Agriculture, Conservation & Forestry
Division of Quality Assurance & Regulations
28 State House Station, Augusta, ME 04333-0028
(207) 287-3841

SERIAL NUMBER

158591

2-28295

November 27, 2023

December 30, 2024

LICENSE NUMBER

DATE OF ISSUE

DATE OF EXPIRATION

This certificate is valid only between the date issued and expiration date appearing herein. Only the named holder at the location for which issued may use it.

The person named herein is authorized to sell or manufacture food products, fuel and/or sell or repair weighing and measuring devices as permitted by law for the listed authorizations.

This certificate and/or each type of authorization represented is subject to suspension, revocation or cancellation as authorized by Maine Revised Statutes.

This certifies that
Millinocket Variety
Daniel Nelson
PO Box 393

CONVENIENCE STORE

Millinocket, ME 04462-

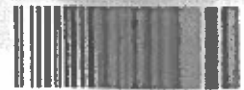
Location: 112 Central ST, Millinocket

LICENSE TYPE

DESCRIPTION OF LICENSE AUTHORIZATIONS

FEE

License Type	Authorizations	Fee
Retail Food Establishment	0 to 10 Beverage Dispenser Coffee/Tea(prepared on site) Dairy Products Frozen Food Fruit Juices Hotdog Steamer Prepackaged Meat Processed Meat Prepackaged Food Produce (fresh)	20.00
Retail Meat	Cut Wrapped or Processed	50.00
TOTAL:		70.00



Department of Agriculture, Conservation & Forestry

Division of Quality Assurance

Amanda Beal

Collette Franklin

Commissioner

Director

ORDER #137-2024

PROVIDING FOR: Approval of an Application for a Victualer License for Appalachian Trail Cafe

IT IS ORDERED that the attached application for a Victualer License is hereby approved for:

Leah Malcolm, Business Address: 210 Penobscot Avenue, Millinocket
d/b/a
Appalachian Trail Cafe, 210 Penobscot Avenue, Millinocket.

Passed by the Town Council _____

Attest: _____

BUSINESS Appalachian Trail Cafe
210 Penobscot Ave

ORDER # 137.7024

**COVER SHEET FOR LIQUOR, ENTERTAINMENT OR VICTUALER LICENSE
APPLICATIONS**



TAXES ARE CURRENT

Yes No



WASTEWATER IS CURRENT

Yes No



POLICE INCIDENTS IN THE PAST YEAR
(IF APPLICABLE PLEASE LIST)

Yes No



Millinocket

Maine's Biggest Small Town

ITEM	NEEDED
Victualer/State.Lic	<input checked="" type="checkbox"/>
Date Paid	5/21/24
Payment Type	✓ 2007
Expire Date	May 31, 25
Clerks' Approval	✓ [Signature]

APPLICATION FOR A VICTUALERS LICENSE

FEE: \$25.00

NAME OF APPLICANT: Leah Malcolm

PHONE NUMBER OF APPLICANT: 765-9151

RESIDENCE OF APPLICANT: 23 Forest Avenue, Millinocket

NAME OF BUSINESS: Appalachian Trail Cafe

PHONE NUMBER OF BUSINESS: 723-6720

BUSINESS ADDRESS: 210 Penobscot Avenue

NATURE OF BUSINESS: Restaurant

LOCATION TO BE USED: 210 Penobscot Avenue

RESIDENCE OF APPLICANT IN THE LAST FIVE YEARS:

23 Forest Avenue

LIST OF PRINCIPAL OFFICERS, TITLES AND ADDRESS FOR THE PAST THREE YEARS:

DESCRIPTION OF PREMISES TO BE LICENSED

✓ (PLEASE INCLUDE CURRENT COPY OF YOUR STATE OF MAINE DEPARTMENT OF HUMAN SERVICES FOOD VENDOR'S LICENSE)

State of Maine
DEPARTMENT OF HEALTH AND HUMAN SERVICES

EST ID: 3198

EATING PLACE TIER 2 45 Seats (in)

**APPALACHIAN TRAIL CAFE
210 PENOBSCOT AVE
MILLINOCKET ME 04462**

EXPIRES: 06/25/2024

FEE: \$265.00

**MALCOLM, LEAH
APPALACHIAN TRAIL CAFE
PO BOX 472
MILLINOCKET ME 04462**



Jeanne A. Lombas

Commissioner

NON-TRANSFERABLE

ORDER #138-2024

PROVIDING FOR: Approval of Municipal ATV Grant Application with Northern Timber Cruisers

WHEREAS The Northern Timber Cruisers are seeking a Municipal ATV grant from the Maine Department of Agriculture, Conservation & Forestry Bureau of Parks & Lands to fund the bridge work necessary for completion of the trail connection to East Millinocket;

IT IS ORDERED that the Millinocket Town Council approves of the submission of the attached application and authorizes the Town Manager to sign any necessary documents.

PASSED BY THE COUNCIL: _____

ATTEST: _____



Millinocket

Maine's Biggest Small Town

Town of Millinocket COMMUNITY SERVICES PROJECT CERTIFICATION

THIS IS TO CERTIFY that the Town of Millinocket has authorized and hereby authorizes John Raymond to make application, for financial assistance under the provisions of the Division of Parks & Public Lands ATV Trail Fund (M.R.S.A. Title 12, Section 1893, Paragraph 1B and Section 1893, Paragraph 2A & B) for the maintenance of the KRMUT East/West ATV trail system.

THIS FURTHER CERTIFIES that the Town of Millinocket is familiar with the terms and conditions of the Grant-In-Aid Program administered by the Division of Parks & Public Lands from the ATV Trail Fund and has authorized and hereby authorizes Northern Timber Cruisers to enter into said agreement between the Town of Millinocket and the State of Maine upon approval of the above identified project by the Division of Parks & Public Lands.

THIS FURTHER CERTIFIES that the Town of Millinocket has been legally constituted and is responsible for planning for and carrying out the municipal recreation program and the Northern Timber Cruisers 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 ATV 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.

Town Of Millinocket

DATED 5/23/2024 TOWN MANAGER _____

DATED 5/23/2024 Councilmen/Councilwomen: _____ Council Chair

ORDER #139-2024

PROVIDING FOR Renewal of Contract for Police Services

WHEREAS Order #318-2020 (extended via order #129-2021 and amended via order #10-2022) provided approval of contracted police services to be provided by the Town of East Millinocket, the term of which is set to expire June 30th, 2024; and

WHEREAS representatives from both parties have met within the terms of the agreement to present a proposed renewal of said contract;

IT IS ORDERED That the Millinocket Town Council approves the attached five-year Contract for Police Services to continue being provided by the Town of East Millinocket, beginning July 1, 2024.

PASSED BY COUNCIL: _____

ATTEST: _____

CONTRACT FOR POLICE SERVICES

From the Town of East Millinocket to the Town of Millinocket

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

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

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

1.0 PURPOSE:

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

2.0 DEFINITIONS: (as used in this agreement)

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

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

UNIFORM shall be the approved police uniform, if appropriate, with an East Millinocket patch

CRUISER

shall mean the Police Cruisers.

**CONTRACTED
POLICE SERVICES**

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

EMPLOYER

shall be defined as the Town of East Millinocket.

BREACH

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

3.0 ADMINISTRATION:

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

The Town of East Millinocket retains all rights and authority to manage and direct its employees, and to determine work shift assignments. However, East Millinocket shall consult with Millinocket concerning any significant changes in assignment. The employer shall make rules and regulations governing the conduct of the employees which do not contradict the Town of East Millinocket Personnel Policy or the terms and conditions of any collective bargaining agreement between East Millinocket and its Police Department employees during the term of this contract.

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

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

The budget for police services includes a capital improvement line item and a major equipment line-item East Millinocket agrees unexpended capital improvement and major equipment funds at the end of each municipal budget period shall be transferred to a reserve account in successive budgets in order to accumulate funds to replace police cruisers as needed. Upon termination of this contract, all unexpended capital improvement and major equipment reserve funds shall be returned to Millinocket in accordance with the procedure in Section 12.

4.0 COMPENSATION:

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

July 1, 2024, to June 30, 2025,	\$848,874.00 payable in quarterly installments on the 1 st of each quarter commencing July 1 st , 2024, the rate of \$212,218.50.
---------------------------------	---

5.0 POLICE CRUISERS, LAW ENFORCEMENT EQUIPMENT, MILLINOCKET POLICE STATION AND ROUTINE MAINTENANCE: The Town of Millinocket transferred titles to its three existing police cruisers including the new cruiser ordered under the initial contract agreement to East Millinocket for the use of the East Millinocket Police Officers assigned to provide services pursuant to this contract. The capital expense of replacement cruisers shall be borne by Millinocket. East Millinocket shall title the police cruisers in its name. Upon termination of this contract, East Millinocket shall transfer titles to the police cruisers then in service in Millinocket to Millinocket. It is the intent of the parties that three police cruisers will always be in service in the Millinocket and those police cruisers transferred to East Millinocket, or the replacement vehicles purchased by Millinocket, shall be returned to Millinocket upon termination of this contract and all such returned vehicles shall be in reasonable operating condition.

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

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

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

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

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

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

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

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

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

10.0 ANIMAL CONTROL OFFICER: Millinocket shall continue to provide its own Animal Control Officer who shall be supervised by the Chief of the East Millinocket Police Department and others in the East Millinocket Police Department chain of command. Any incident which in

the judgment of the Police Chief warrants discipline of the Animal Control Officer shall be immediately brought to the attention of the Millinocket's Human Resources Director for review and action, if appropriate.

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

12.0 WITHDRAWAL: Millinocket may withdraw from this contract upon 60 days written notice to East Millinocket. Upon such withdrawal, the parties hereto shall meet to review unpaid budgeted line items in an effort to arrive at a set reimbursement amount for the Town of Millinocket for budgeted but unused amounts paid pursuant to 4.0 hereinabove.

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

14.0 CONTRACT TERMS:

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

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

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

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

East Millinocket hereby agrees to indemnify, defend and save Millinocket harmless from and against any and all losses, damages and liabilities of any nature whatsoever, including, without limitation, reasonable attorneys' fees and expenses incurred by Millinocket, arising out of

incidents involving East Millinocket's performance of police services in Millinocket occurring on or after the date hereof.

In Witness Whereof, the parties have executed this contract by their respective duly authorized representative with an effective date of July 1st @ 12:01 am. 2024.

(Signatures on following pages)

Witness:

TOWN OF MILLINOCKET

By: _____

Peter Jamison, Town Manager

Witness:

TOWN OF EAST MILLINOCKET

Michael Michaud, Chairman

Clint Linscott, Selectman

Charlie Theriault, Selectman

Dale Hayes, Selectman

Anthony D. Moscone, Jr., Selectman

ORDER #10-2022

PROVIDING FOR: APPROVAL OF AMENDMENT OF POLICE SERVICES CONTRACT TO PROVIDE FOR ADDITIONAL POLICE SERVICES

WHEREAS, Millinocket and East Millinocket are parties to a Police Services Contract for the provision of police services in the Town of Millinocket; and

WHEREAS, the Agreement provides a budget for three patrolman and a sergeant; and

WHEREAS, the demand for services is such that additional patrolmen and needed to respond to requests for police services and to provide for public safety; and

WHEREAS, the parties have agreed to increase the budget to provide for two additional patrolmen.

NOW THEREFORE,

IT IS ORDERED that the attached Amendment of the Police Services Contract to increase the number of patrolmen and budget for those additional officers is approved;

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

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

IT IS FURTHER ORDERED that the Treasurer transfer funds from the undesignated fund balance to line E0201-1115 – Contract for Police Services as additional officers are hired through June 30, 2022 to cover the increased cost to the Town and to document the amount of such transfers by written memorandum to the Town Manager and Council on or about July 1, 2022.

IT IS FURTHER ORDERED that the Town Manager is directed to include the increased cost of the officers in the proposed budget for 07/01/2022 to 06/30/2023

ATTEST: *Diana Latema* PASSED BY THE COUNCIL: *1/13/2022*

AMENDMENT OF POLICE SERVICES CONTRACT

AGREEMENT made as of January __, 2022, by and between the **TOWN OF MILLINOCKET**, a Maine municipal corporation with a place of business at 197 Penobscot Avenue, Millinocket, Maine 04462 (“**Millinocket**”), and the **TOWN OF EAST MILLIOCKET**, a Maine municipality with a place of business at 53 Main Street, East Millinocket, Maine 04430 (“**East Millinocket**”).

WITNESSETH:

WHEREAS, Millinocket and East Millinocket are parties to that certain Police Services Contract with an effective date of December 22, 2020 (the “Agreement”) pertaining to the provision of police services as more particularly described therein; and

WHEREAS, by Amendment dated June 8, 2021, the term of the Agreement was extended to June 30, 2024; and

WHEREAS, the Agreement provides for three patrolman and a sergeant; and

WHEREAS, the parties recognize the need for additional police services in Millinocket in order to respond to requests for police services and to adequately provide for public safety in the community,

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Agreement as follows:

1. **Defination of Contracted Police Services.** As of the effective date of this Amendment, the sentence in the definition of Contracted Police Services which reads “East Millinocket anticipates hiring three patrolmen and one Sergeant in order to provide full time coverage in Millinocket.” is replaced with the following:

“East Millinocket anticipates hiring five patrolmen and one Sergeant in order to provide full time coverage in Millinocket .”

2. **Compensation.** As of the effective date of this Amendment, Section 4.0 of the Agreement is amended by replacing the following :

“July 1, 2021 to June 30, 2022

\$610,874.00 payable in Quarterly installments on the 1st of each quarter commencing July 1st, 2021 at the rate of \$152,718.50.”

is replaced with the following:

“July 1, 2021 to June 30, 2022

\$610,874.00 payable in Quarterly installments on the 1st of each quarter commencing July 1st, 2021 at the rate of \$152,718.50 based on three patrolmen and a Sergeant.

At such time as a fourth or fifth patrolmen is hired and starts patrolling in Millinocket, compensation shall be increased by the cost of each patrolman based on an annual cost of \$89,322.00 per officer for the remainder of the quarter ($\$89,322.00/365 = \$244.72 \times$ remaining days in the quarter) in which each officer works. East Millinocket shall invoice Millinocket for the increased cost of each such officer as each officer is hired and commences work.”

3. Counterparts. This Agreement may be executed in any number of counterparts, and by any party on separate counterparts, each of which as so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement as to any party hereto to produce or account for more than one such counterpart copy executed and delivered by such party. Copies of signatures that are either electronically transmitted or transmitted by facsimile may be used in place of original signatures on this Agreement and the parties agree to be bound by the same and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

4. Authorization. Each of the parties has the requisite power and authority to execute, deliver and perform this Agreement and all other instruments and agreements required to be executed, delivered or performed by such party, and this Agreement constitutes valid and binding obligations of the parties, enforceable in accordance with their respective terms.

IN WITNESS WHEREOF, Millinocket and East Millinocket have each caused this Agreement to be executed by their duly authorized officers, each as of the date first above written.

Witness:

TOWN OF EAST MILLINOCKET

Margaret N. Daigle, Selectwoman

Kyle Leathers, Selectman

Clint Linscott, Selectman

Michael Michaud, Chairman

Anthony D. Moscone, Jr., Selectman

Witness:

Diana M. Rakeman

TOWN OF MILLINOCKET

By: *Peter Jamieson*

Peter Jamieson, Town Manager

ORDER #129-2021

PROVIDING FOR: APPROVAL OF EXTENSION OF POLICE SERVICES CONTRACT

WHEREAS, Millinocket and East Millinocket are parties to a Police Services Contract for the provision of police services in the Town of Millinocket; and

WHEREAS, the Agreement provides for a term of 18 months; and

WHEREAS, East Millinocket has encountered difficulty in hiring police officers due to the short term of the Agreement; and

WHEREAS, the parties recognize extending the term of the Agreement will facilitate hiring additional personnel,

NOW THEREFORE,

IT IS ORDERED that the attached Amendment of the Police Services Contract extending the term of the contract for an additional two years is approved pending approval from the East Millinocket Select Board.

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

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

PASSED BY THE COUNCIL:

5/27/2021

ATTEST:

Debra M. Latona

AMENDMENT OF POLICE SERVICES CONTRACT

AGREEMENT made as of June 8, 2021, by and between the TOWN OF MILLINOCKET, a Maine municipal corporation with a place of business at 197 Penobscot Avenue, Millinocket, Maine 04462 (“Millinocket”), and the TOWN OF EAST MILLIOCKET, a Maine municipality with a place of business at 53 Main Street, East Millinocket, Maine 04430 (“East Millinocket”).

WITNESSETH:

WHEREAS, Millinocket and Millinocket are parties to that certain Police Services Contract with an effective date of December 22, 2020 (the “Agreement”) pertaining to the provision of police services as more particularly described therein; and

WHEREAS, Section 14 of the Agreement provides for a term of 18 months or until June 22, 2022; and

WHEREAS, East Millinocket has encountered difficulty in hiring police officers due to the short term of the Agreement; and

WHEREAS, the parties recognize extending the term of the Agreement will facilitate hiring additional personnel,

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Agreement as follows:

1. **Extension of term.** The first sentence of Section 14 which reads “This contract will have a duration of eighteen months.” is replaced with the following:

“The term of this contract is from December 22, 2020 @12:01 am to June 30, 2024 @ 11:59 pm .”

2. **Compensation.** Section 4.0 of the Agreement is amended by adding the following :

“July 1, 2022 to June 30, 2023

The parties shall meet prior to March 1, 2022, and agree on quarterly payments for the 2022/2023 fiscal year.

July 1, 2023 to June 30, 2024

The parties shall meet prior to March 1, 2023, and agree on quarterly payments for the 2023/2024 fiscal year.”

3. **Counterparts.** This Agreement may be executed in any number of counterparts, and by any party on separate counterparts, each of which as so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement as to any party hereto to produce or account for more than one such counterpart copy executed and delivered by such party. Copies of signatures that are either electronically transmitted or transmitted by facsimile may be used in place of original signatures on this Agreement and the parties agree to be bound by the same and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

4. **Authorization.** Each of the parties has the requisite power and authority to execute, deliver and perform this Agreement and all other instruments and agreements required to be executed, delivered or performed by such party, and this Agreement constitutes valid and binding obligations of the parties, enforceable in accordance with their respective terms.

IN WITNESS WHEREOF, Millinocket and East Millinocket have each caused this Agreement to be executed by their duly authorized officers, each as of the date first above written.

Witness:

Diana M. Lakeman
Town Clerk

TOWN OF MILLINOCKET

By:

Richard Angotti
Richard Angotti, Town Manager

Witness:

Angela R Cote

Angela R Cote

Angela R Cote

Angela R Cote

Angela R Cote

TOWN OF EAST MILLINOCKET

Margaret N. Daigle
Margaret N. Daigle, Selectwoman

Kyle Leathers
Kyle Leathers, Selectman

Clint Linscott
Clint Linscott, Selectman

Michael Michaud
Michael Michaud, Selectman

Anthony D. Moscone, Jr.
Anthony D. Moscone, Jr., Selectman

ORDER #318-2020

PROVIDING FOR: APPROVAL OF CONTRACT FOR POLICE SERVICES

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

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

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

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

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

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

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

NOW THEREFORE,

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

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

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

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

1-Article V of the Millinocket Administrative Code is suspended and no longer in effect;

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

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

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

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

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Approved by the Town Council 12/21/2010

ATTEST: Debra M. Lateman

CONTRACT FOR POLICE SERVICES

From the Town of East Millinocket to the Town of Millinocket

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

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

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

1.0 PURPOSE:

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

2.0 DEFINITIONS: (as used in this agreement)

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

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

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

CRUISER shall mean the Millinocket Police Cruisers.

**CONTRACTED
POLICE SERVICES**

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

EMPLOYER

shall be defined as the Town of East Millinocket.

BREACH

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

3.0 ADMINISTRATION:

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

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

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

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

The budget for police services includes a capital improvement line item and a major equipment line item... East Millinocket agrees unexpended capital improvement and major equipment funds at the end of each municipal budget period shall be transferred to a reserve account in successive budgets in order to accumulate funds to replace police cruisers as needed. Upon termination of this contract, all unexpended capital improvement and major equipment reserve funds shall be returned to Millinocket in accordance with the procedure in Section 12.

4.0 COMPENSATION:

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

December 22, 2020 at 12:01 am to June 30, 2021 \$383,250.00 payable January 4, 2021.

July 1, 2021 to June 30, 2022 \$610,874.00 payable in quarterly installments on the 1st of each quarter commencing July 1st, 2021 at the rate of \$152,718.50.

5.0 POLICE CRUISERS, LAW ENFORCEMENT EQUIPMENT, MILLINOCKET POLICE STATION AND ROUTINE MAINTENANCE: The Town of Millinocket will transfer title to its three existing police cruisers (including the new cruiser on order which will be delivered to East Millinocket and an existing cruiser taken out of service as a trade in for the new cruiser) to East Millinocket for the use of the East Millinocket Police Officers assigned to provide services pursuant to this contract. The capital expense of replacement cruisers shall be borne by Millinocket. East Millinocket shall title the police cruisers in its name. Upon termination of this contract, East Millinocket shall transfer title to the police cruisers then in service in Millinocket to Millinocket. It is the intent of the parties that three police cruisers will always be in service in the Millinocket and those police cruisers transferred to East Millinocket, or the replacement vehicles purchased by Millinocket, shall be returned to Millinocket upon

termination of this contract and all such returned vehicles shall be in reasonable operating condition.

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

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

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

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

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

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

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

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

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

10.0 ANIMAL CONTROL OFFICER: Millinocket shall continue to provide its own Animal Control Officer who shall be supervised by the Chief of the East Millinocket Police Department and others in the East Millinocket Police Department chain of command. Any incident which in the judgment of the Police Chief warrants discipline of the Animal Control Officer shall be immediately brought to the attention of the Millinocket's Human Resources Director for review and action, if appropriate.

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

12.0 WITHDRAWAL: Millinocket may withdraw from this contract upon 60 days written notice to East Millinocket. Upon such withdrawal, the parties hereto shall meet to review unpaid budgeted line items in an effort to arrive at a set reimbursement amount for the Town of Millinocket for budgeted but unused amounts paid pursuant to 4.0 hereinabove.

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

14.0 CONTRACT TERMS:

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

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

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

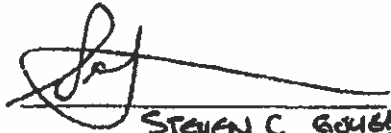
Millinocket hereby agrees to indemnify, defend and save East Millinocket harmless from and against any and all losses, damages and liabilities of any nature whatsoever, including, without limitation, reasonable attorneys' fees and expenses incurred by East Millinocket, arising out of incidents or events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

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

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


(Signatures on following pages)

Witness:


STEVEN C. GOULET
CHAIR, MILLINOCKET TOWN COUNCIL

TOWN OF MILLINOCKET

By: 
Annette Padilla, Town Manager


Town Clerk: Attest:

Witness:

TOWN OF EAST MILLINOCKET

Angela Cote

Michael H. Michaud

Michael H. Michaud, Chairman

Angela Cote

Kyle Leathers

Kyle Leathers, Vice-Chairman

Margaret N. Daigle, Selectwoman

Angela Cote

Clint Linscott

Clint Linscott, Selectman

Angele Cote

Anthony D. Moscone, Jr.

Anthony D. Moscone, Jr., Selectman

PROVIDING FOR Approval of Penobscot County Ambulance Protection Agreement

WHEREAS The most recent agreement for providing ambulance services to Unorganized Territories in Penobscot County has expired and administrative teams from both the Town of Millinocket and the Penobscot County Unorganized Territories have agreed to present the terms set forth in the attached agreement to their governing bodies;

IT IS ORDERED that the Millinocket Town Council, at the recommendation of it's Town Manager and Fire Chief, approve the attached Penobscot County Ambulance Protection Agreement.

PASSED BY COUNCIL: _____

ATTEST: _____

**PENOBSCOT COUNTY
AMBULANCE PROTECTION AGREEMENT
TOWN OF MILLINOCKET**

This agreement is entered into this _____ day of _____, 2024, by and between the inhabitants of the Town of Millinocket, a body politic and corporate, located in the County of Penobscot, State of Maine, hereinafter referred to as “Millinocket” and the County of Penobscot, an organized county within the State of Maine, hereinafter referred to as “Penobscot County”.

WITNESSETH

Millinocket and Penobscot County, in consideration of the mutual covenants and stipulations set forth, herein agree as follows;

ARTICLE ONE

In consideration of **twenty-thousand dollars and no cents (\$20,000.00)** annual payment to be paid by Penobscot County to the Town of Millinocket. The Town of Millinocket agrees to provide Penobscot County with ambulance service from July 1, 2024, through June 30, 2025, in accordance with the terms and conditions set forth herein. This agreement is automatically renewable annually by the mutual consent of both parties.

ARTICLE TWO

The purpose of this agreement is to enable Penobscot County to acquire ambulance service from the Town of Millinocket for those portions of the following areas that are reasonably accessible by two-wheel drive ambulances or other modes of transportation maintained by the Millinocket ambulance service – the Unorganized Territories of T2-R8 WELS, T1-R8 WELS, T3-IP, T4-IP, Veazie Gore, Long A, Hopkins Academy Grant, and T3-R9, located in Penobscot County adjacent to Millinocket.

ARTICLE THREE

The Town of Millinocket shall;

- 3.1 maintain ownership of the ambulance vehicles.
- 3.2 provide garage facilities for any ambulance.
- 3.3 provide maintenance of the ambulance vehicles and emergency equipment to assure effective service.
- 3.4 provide all necessary liability insurance for the ambulance.
- 3.5 provide all necessary personnel to operate the ambulance equipment.
- 3.6 be responsible for compensating all personnel.
- 3.7 be responsible for providing all necessary insurance coverage for said personnel, including but not limited to workers' compensation coverage.

- 3.8 be responsible for and by using all firmness, fairness, impartiality, tact, and legal means which cause the promotion of the collection of accounts for any and all ambulance calls. Penobscot County is not responsible for paying any bills or the collection of any delinquent accounts.
- 3.9 maintain schedules for ambulance personnel to assure quick response time.
- 3.10 maintain a backup relationship with other ambulance services, when available, to assure coverage when the Town of Millinocket ambulance service is unavailable.

ARTICLE FOUR

Millinocket shall provide Penobscot County ambulance service for the Unorganized Territories identified in Article Two on a first-come, first-served basis, 24 hours a day.

ARTICLE FIVE

Millinocket shall provide the above ambulance service, whether requested by Penobscot County or by any other person located within any of the Unorganized Territories identified in Article Two, upon properly identifying themselves and providing the appropriate information and location of the incident within the Unorganized Territory.

ARTICLE SIX

- 6.1 Millinocket and Penobscot County agree not to assign this agreement, or any part herein, without the written consent of the other party.
- 6.2 any assignment of this agreement shall be in writing.
- 6.3 this agreement shall not limit Penobscot County from supplementing the above ambulance service with another service, municipal or private.

ARTICLE SEVEN

Either party may terminate this agreement at any time, for cause, with ninety (90) days notice.

ARTICLE EIGHT

Penobscot County shall pay Millinocket within 30 days of receipt of the bill.

IN WITNESS WHEREOF, the parties to this agreement have executed the same on this
_____ day of _____ 2024, and hereunto set their hands.

TOWN OF MILLINOCKET

COUNTY OF PENOBSCOT

By _____

Scott Adkins, County Administrator

Title: _____

Witness

Witness

PROVIDING FOR Approval of Penobscot County Fire Protection Agreement

WHEREAS the most recent agreement for providing firefighting services to Unorganized Territories in Penobscot County has expired and administrative teams from both the Town of Millinocket and the Penobscot County Unorganized Territories have agreed to present the terms set forth in the attached agreement to their governing bodies;

IT IS ORDERED that the Millinocket Town Council, at the recommendation of it's Town Manager and Fire Chief, approve the attached Penobscot County Fire Protection Agreement.

PASSED BY COUNCIL: _____

ATTEST: _____

**PENOBSCOT COUNTY
FIRE PROTECTION AGREEMENT
TOWN OF MILLINOCKET**

This agreement is entered into this _____ day of _____, 2024, by and between the inhabitants of the Town of Millinocket, a body politic and corporate, located in the County of Penobscot, State of Maine, hereinafter referred to as “Millinocket” and the County of Penobscot, an organized county within the State of Maine, hereinafter referred to as “Penobscot County.”

WITNESSETH

Millinocket and Penobscot County, in consideration of the mutual covenants and stipulations set forth, herein agree as follows:

ARTICLE ONE

In consideration of **ten-thousand dollars and no cents (\$10,000.00)** to be paid by Penobscot County to the Town of Millinocket annually. The Town of Millinocket agrees to provide Penobscot County with fire protection service from July 1, 2024, through June 30, 2025, in accordance with the terms and conditions set forth herein. This agreement is automatically renewable annually by the mutual consent of both parties.

ARTICLE TWO

The purpose of this agreement is to enable Penobscot County to acquire fire protection service from the Town of Millinocket for those portions of the following areas that are reasonably accessible by fire trucks and other fire response equipment maintained by the Millinocket Fire Department - Unorganized Territories of T2-R8 WELS, T1-R8 WELS, T3-IP, T4-IP, Veazie Gore, Long A, Hopkins Academy Grant, and T3-R9 NWP located in Penobscot County adjacent to Millinocket. This agreement excludes wildland fires, which are the responsibility of the Maine Forest Service.

ARTICLE THREE

Penobscot County shall pay Millinocket within 30 days of receipt of the bill.

ARTICLE FOUR

Millinocket shall provide Penobscot County fire protection service for the Unorganized Territories identified in Article Two on a first-come, first-served basis, 24 hours a day.

ARTICLE FIVE

5.1 Millinocket shall provide the above fire protection service, whether requested by Penobscot County or by any other person located within any of the Unorganized Territories identified in Article Two, upon properly identifying themselves and providing the fire information and location in the Unorganized Territory.

- 5.2 Millinocket shall provide the necessary equipment and personnel to adequately provide fire protection.
- 5.3 Millinocket may recall fire equipment and personnel from an Unorganized Territory if a fire occurs concurrently and the fire equipment and/or personnel are needed in the Town of Millinocket. The Incident Commander shall have the authority to withdraw equipment and/or personnel in conformity with this contract.
- 5.4 Millinocket Fire Department shall notify the State Fire Marshall's Office when appropriate, including but not limited to arson fires.

ARTICLE SIX

- 6.1 Millinocket and Penobscot County agree not to assign this agreement or any part herein without the written consent of the other party.
- 6.2 Any assignment of this agreement shall be in writing.
- 6.3 This agreement shall not limit Penobscot County from supplementing the above fire protection service with other equipment and/or personnel.

ARTICLE SEVEN

Either party may terminate this agreement at any time, for cause, with ninety (90) days written notice.

IN WITNESS WHEREOF, the parties to this agreement have executed the same on this _____ day of _____, 2024, and hereunto set their hands.

TOWN OF MILLINOCKET

PENOBSCOT COUNTY

By _____

Scott Adkins, County Administrator

Title: _____

Witness

Witness