



TENTATIVE AGENDA
REGULAR TOWN COUNCIL MEETING in COUNCIL CHAMBERS & via ZOOM
THURSDAY, June 13, 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: Updates to follow – Order #152-2024
4. Approval of Minutes: May 21, 2024, Special meeting - Executive Session;

Special Presentation: a.) Resolve #5-2024 Proclamation Honoring Gracyn Sanders –Millinocket Scholarship Award
b.) Resolve #6-2024 Proclamation Honoring Kennedy Emerson -Millinocket Scholarship Award
c.) Diana Furukawa – Millinocket Memorial Library Quarterly Update
d.) Jarod Farn-Guillette – MDOT Village Partnership Initiative for Downtown Reconstruction

UNFINISHED BUSINESS: n/a

NEW BUSINESS:

5. Town Manager’s Report: 6/13/2024
6. ORDER #142-2024 Approval of the Town Warrant for June 13, 2024
7. ORDER #143-2024 Approval of the Wastewater Warrant for June 13, 2024
8. ORDER #144-2024 Approval of a Victualer License Application – Gather INN
9. ORDER #145-2024 Approval of a Victualer License Application – Subway
10. ORDER #146-2024 Acceptance of the Energy Efficiency Priorities Grant
11. ORDER #147-2024 Public Hearing – To Discuss the Town’s Application to CDBG - Community Enterprise Program
12. ORDER #148-2024 Acceptance of the Community Development Block Grant – Community Enterprise Program
13. ORDER #149-2024 Adjustments Within the FY24 Recreation Department Budget
14. ORDER #150-2024 Approval of Reimbursable Agreement with Federal Aviation Administration

15. ORDER #151-2024 Approval of Contract Amendment with Hoyle Tanner & Associates, INC.

16. ORDER #152-2024 Ratification of June 11, 2024 School Budget Validation Referendum

17. Reports and Communications:

- a. Warrant Committee for the June 27, 2024, Council Meeting will be Councilor Dumais and Councilor Higgins
- b. Chair's Committees Reports
- c. Two Minute Public Comment

18. Adjournment

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

Meeting ID: 820 5839 4915

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

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

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

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

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

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

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



Millinocket

Maine's Biggest Small Town

Town of Millinocket

197 Penobscot Avenue

Millinocket, Maine 04462

Manager@Millinocket.org www.millinocket.org

207-723-7000 Ext 5

Citizen Guide to Town Council Meetings

This is an overview of information related to Council Meetings. We hope it is helpful to understanding the process. Thank you for participating in our local government. The town meeting is a place where the public is encouraged to participate. Below are some of the terms:

- **Order** – Item of business to be proposed (motioned) to council for discussion and vote.
- **Motion** – A Councilor proposal to the whole Council for discussion and vote. This could include an Order, an Amendment, or other. Any councilor can make a motion at any point in time during a Town Council meeting, regardless of whether it is on the agenda or not.
- **Second** – A “second” is used when a councilor supports an order to be discussed and voted upon. Without a “second” an order or motion does not get discussed or voted on.
- **Amendment** – A change to an original order, which can be motioned by a councilor and approved or voted down by the whole council.
- **Minutes** – Summary of past meetings, including votes and discussion, that needs Council approval for officially entering the record.
- **Parliamentary Procedure**-This is the protocol used and questions go to the Council Chair. The Council follows Robert’s Rules of Order. The Council adopted additional procedures at the initial session of a new term.
- **Warrant** – a list of articles for items the Council may act on, which usually comes in the form of approving expenditures.
- **Mil Rate** – Tax rate. The tax rate determines what is paid in property taxes. It is stated in “so many dollars per thousand dollars of valuation.” Residential property owners may want to seek homestead exemptions or Veteran’s exemptions (for qualified veterans) to potentially lower their property tax rate, which may be done through the town’s Tax Assessor.
- **Two Minute Public Comment** – Typically the last agenda item provides any member of the public an opportunity to express general concerns, thoughts, or feedback publicly. The Council invites any and all people to speak. Each member of the public will be allowed to speak for a period of not more than two minutes and the Council shall not enter into a debate or a question-and-answer session unless the question can be answered in a brief statement without a debate. This will be at the discretion of the Council Chair.
- **Executive Sessions** – These are private meetings held by the Council when certain matters must be kept confidential to protect other parties, as required by US and/or Maine law, Town Charter, or by contract. This could include personnel issues, legal issues, economic development issues or other. No Action by the Council can be taken in Executive Session—only in public Council meetings can any vote or decision be made by the Council.

- **To ask questions** or offer feedback during Town meetings, the public may do so within the public comment period of each order on the agenda. Any Councilor motion will be open to both the Council and the Public for discussion.

The public is asked to be respectful and orderly. It is of the Council Chairman's discretion to determine whether a public comment is disrespectful or inappropriate in nature, at which point the Chairman may request the ceasing of comment or removal of the public member.

Millinocket publishes the draft agendas on the website and Facebook prior to meetings. If you have questions, you may ask the manager and/or a Town Councilor before the meeting. The town website is www.millinocket.org.

HOW CAN I GET MORE INVOLVED? Come up and speak or submit a written statement to the Council Chairman and/or Town Manager. The Town Council is always seeking public input to ensure all perspectives, beliefs and desires of the public are considered.

Want to do more? Become an appointed member of a committee or board such as the Planning Board, Events Committee, or Board of Appeals. The Town publishes these openings on the website, Facebook, and local newspaper. You may also request to serve on an existing subcommittee by filling out a form on the town website at:

<https://millinocket.org/government/committees-andboards/>.

May 21, 2024

The Special Meeting for Executive Session was brought to order in the Town Manager's office and via Zoom at 5:35 pm by Chair Madore.

Roll Call:

Town Council Members Present:

Danforth	Madore
Dumais	McLaughlin
Higgins via Zoom	Pelletier via Zoom
Mackin	

Also in attendance: Town Manager Peter Jamieson, Town Clerk Diana Lakeman, Health Officer Thomas Malcolm, Town Attorney Dean Beaupain, 0 in public attendance, and 0 in Zoom attendance.

- Entered Executive Session - @ 5:36 pm.

Order #132-2024 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)(E) Consultations with Legal Counsel to Discuss Legal Rights and Responsibilities.

Motion – Danforth Second – McLaughlin Vote 7-0

Council Comment: none

Public Comment: none (zero public in attendance); H.O. Malcolm exited at 6:40pm;

Executive session adjournment at 7:07pm;

Motion- Councilor Dumais , Seconded- Councilor Danforth , Vote 7-0

Motion to Adjourn @ 7:08 pm –Councilor Dumais,

Second- Councilor McLaughlin

Vote 7-0

RESOLVE #5-2024

A PROCLAMATION HONORING GRACYN SANDERS FOR HER AWARD OF THE TOWN OF MILLINOCKET SCHOLARSHIP

WHEREAS Gracyn Sanders was selected for the Town of Millinocket scholarship based on her exemplary community service; and

WHEREAS Gracyn Sanders has earned 185 hours of community service in Millinocket, dedicating her time to student government. Gracyn has been a student representative for school board meetings for two years, using her voice to advocate on behalf of her classmates. As vice president of her class for school year 2020-2022, then again in 2022-2024, Gracyn has spent many hours hosting fundraisers and events for Stearns High School. Gracyn also dedicated her time to National Honors Society Events such as the Veterans Day Breakfast, field day at Granite Street Elementary, and preparing gifts for Teacher's Appreciation Week; and

WHEREAS Gracyn Sanders was the Stearns High School delegate at Dirigo State in 2023 and received the Cohen Emerging Leader award in 2023; and

WHEREAS Gracyn Sanders dedicated her High School career as a leader and role model within the Town of Millinocket.

NOW THEREFORE be it resolved that the Millinocket Town Council, in council assembled on June 13th, 2024, does here by recognize, honor, and congratulate Gracyn Sanders for her dedication to the Town of Millinocket and scholarship award of \$500.00.

Diana M. Lakeman
Town Clerk

RESOLVE #6-2024

A PROCLAMATION HONORING KENNEDY EMERSON FOR HER AWARD OF THE TOWN OF MILLINOCKET SCHOLARSHIP

WHEREAS Kennedy Emerson was selected for the Town of Millinocket scholarship based on her exemplary community service; and

WHEREAS Kennedy Emerson has earned over 100 hours of community service in Millinocket, dedicating her time to youth sports programs. Kennedy has gone above and beyond volunteering for Little Pro basketball and field hockey running concessions, coaching, refereeing, running the clock and keeping the books; and

WHEREAS Kennedy Emerson dedicated her High School career to being a role model for the youth in Millinocket,

NOW THEREFORE be it resolved that the Millinocket Town Council, in council assembled on June 13th, 2024, does here by recognize, honor, and congratulate Kennedy Emerson for her dedication to the Town of Millinocket and scholarship award of \$500.00.

Diana M. Lakeman
Town Clerk



Quarterly Presentation

June 2024

Outline of Tonight's Presentation

1. Library Updates:
 - a. Operations
 - b. Programs
 - c. Facilities

2. Financial Updates:
 - a. Upcoming fundraising push
 - b. Operating Budget YTD Actuals

Operations

The good news: Extended summer hours: Tuesdays, 10-8

- Gathering feedback
- Tracking foot traffic
- Experimenting with staggered schedule



Operations

- **The bad news:** Interlibrary loans (ILLs) unavailable
 - Affecting all Maine libraries that use ILL



Operations

- Training the next round of volunteers and interns, including:
 - 4 youth interns
 - Program, facilities, and circulation volunteers of all ages
- This is a piece of rebuilding our volunteer program



Spring Programs



Seed starting program



Build your own eclipse box



Book sale

Spring Programs



Bud Warren lecture



Teen Space Grand Opening

Programs- Summer Reading Program

Annual Summer Reading Program launches 6/21

Recurring programs include:

- Littles at the Library Playtime
- Pokemon Club
- Story Time
- Tween/Teen Art Club
- Dungeons and Dragons
- Movie afternoons



2024 Summer Reading Program Sponsors include:



Programs- Summer Reading Program

Special events include:

- 6/20: Mr. Drew and His Animals Too
- 6/21: Kick-Off Event, featuring Darling's Ice Cream Truck
- 7/9 and 7/30: Be a Space Scientist with GSK Museum
- 7/11: Furry Friends Story Time
- 8/3: Cyanotype Creations Program
- 8/16: End of Summer Celebration

Mr. Drew
And His Animals Too



*Cyanotype Creations:
Capture the Sun's Magic*



Programs- Summer Lunch

- The library is a summer lunch distribution site again this year
- This year's program includes both lunch and dinner from 6/17- 8/23



Facilities

1. Regrading & Patio

We are regrading land behind Children's Room and adding a patio. It will help address drainage issues and add a functional outdoor space.

- **Timeline:** June 2024
- **Final cost:** ~\$16,000
- **Funding sources:** Donations, grants, MML capital savings account

Facilities Updates

2. Elevator + ADA Improvements

We have decided to pursue elevator modernization and are finalizing scope of work for other ADA improvements.

- **Timeline:** ~Winter/Spring 2024
- **Total cost:** \$115,000
- **Funding sources:** American Library Association grant, 2023 Congressionally Delegated Spending



Financial Updates

- 990 and financial compilation complete
 - Shared with council and available to anyone on our website: <https://millinocketmemoriallibrary.org/reports/#financial>

- July fundraising campaign to increase awareness of all the different ways people can support the library, including:
 - Donations– operating, endowment, tribute, etc.
 - Volunteering
 - Business sponsorships

2024 Operating Budget vs. Actuals

As of April 30, 2024

	YTD Actual	Total Budget
INCOME		
Total Donations	\$ 10,472.28	\$ 29,015.00
Friends of MML	8,406	15,200
Grants	2,310	5,256
Employee Retention Credits	-11,337	0
Sewall Healthy People Healthy Places	100,000	100,000
Total Grants	\$ 90,972.92	\$ 105,256.00
Interest	5,425	10,848
Library Revenue		
Consulting Work	0	8,000
Copy/Fax Services	1,214	4,200
EV Chargers	34	1,404
Retail Sales	0	2,475
Total Library Revenue	\$ 1,247.98	\$ 16,079.00
Town of Millinocket	62,500	137,500
Total Income	\$ 179,024.17	\$ 313,898.00

2024 Operating Budget vs. Actuals

As of April 30, 2024

	YTD Actual	2024 Budget
EXPENSES		
Total Collection and Materials	\$ 2,953.47	\$ 13,175.00
Community Engagement		
Computer Software & Supplies	153	528
Marketing	6	400
Membership Fees	0	240
Program Supplies	550	4,200
Retail Inventory	0	1,603
Web Hosting	190	190
Total Community Engagement	\$ 898.94	\$ 7,160.50

2024 Operating Budget vs. Actuals

As of April 30, 2024

	YTD Actual	2024 Budget
Facilities and Equipment	-21	0
Building Repairs & Maintenance	1,747	6,543
Cleaning, Plowing, Mowing	4,654	8,878
Computer Equipment, Repairs, & Supplies	1,607	4,433
Copier Lease & Supplies	925	2,558
Elevator	498	2,097
Furnishings & Fixtures	112	500
Janitorial Supplies	413	1,000
Utilities	0	0
Electricity	2,719	9,481
Propane	145	270
Sewer	200	400
Telephone	777	1,620
Water	904	2,346
Wood Pellets	4,212	7,965
Total Utilities	\$ 8,956.75	\$ 22,081.83
Total Facilities and Equipment	\$ 18,892.72	\$ 48,090.75

2024 Operating Budget vs. Actuals

As of April 30, 2024

	<u>YTD Actual</u>	<u>2024 Budget</u>
Library Administration		
Asset Management Fees (Rent)	32,000	32,000
Bank fees	0	30
Computer Software & Supplies	297	2,700
Financial Reviews & Filings	8,500	8,500
Fundraising	0	486
Total Insurance	\$ 2,147.00	\$ 13,319.00
Legal Fees	0	70
Office Supplies	340	850
Postage, Mailing Service	1,186	2,283
Professional Development	4,080	3,900
Volunteer/Staff Appreciation	33	1,518
Total Library Administration	\$ 48,583.01	\$ 65,655.50

2024 Operating Budget vs. Actuals

As of April 30, 2024

	<u>YTD Actual</u>	<u>2024 Budget</u>
Payroll Expenses		
Billing Impound, Processing	624	1,580
Total Employer Payroll Taxes	\$ 6,626.51	\$ 14,665.44
Total Salaries & Benefits	\$ 60,845.66	\$ 183,318.00
Total Payroll Expenses	\$ 68,095.87	\$ 199,543.44
Taxes Paid	2,773	0
Total Expenses	\$ 142,197.20	\$ 333,625.19
Net Operating Income	\$ 36,826.97	-\$ 19,727.19
Net Income	\$ 36,826.97	-\$ 19,727.19

Questions?

Presented by Diana Furukawa, MML Director

diana@millinocketmemoriallibrary.org

207-723-7020

ORDER #142-2024

PROVIDING FOR: Execution of the Town Warrant for June 13, 2024

IT IS ORDERED that the Town Warrant for June 13, 2024, in the amount of \$305,266.37 is hereby approved.

Passed by the Town Council _____

Attest: _____

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

Type	Check	Amount	Date	Wrnt	Payee
R	10920	2,800.00	06/13/24	343	0064 BERNSTEIN, SHUR, SAWYER & NELSON
R	10921	4.08	06/13/24	343	0869 BIDDEFORD INTERNET CORPORATION
R	10922	340.32	06/13/24	343	0157 DEAD RIVER
R	10923	398.00	06/13/24	343	0235 GILMAN ELECTRICAL SUPPLY
R	10924	1,190.50	06/13/24	343	0269 IDEXX DISTRIBUTION INC
R	10925	100.70	06/13/24	343	1903 KATAHDIN TRUE VALUE
R	10926	549.13	06/13/24	343	1849 MAINE TECHNOLOGY GROUP LLC
R	10927	223.74	06/13/24	343	0425 MCMASTER-CARR SUPPLY COMPANY
R	10928	3,541.29	06/13/24	343	0456 MILLINOCKET, TOWN OF
R	10929	864.00	06/13/24	343	0509 NSI LAB SOLUTIONS, INC
R	10930	364.76	06/13/24	343	1596 PREBLE OIL COMPANY
R	10931	266.00	06/13/24	343	0584 REGISTER OF DEEDS
Total		10,642.52			

Count

Checks	12
Voids	0

ORDER #143-2024

PROVIDING FOR: Execution of the Wastewater Warrant for June 13, 2024

IT IS ORDERED that the Wastewater Warrant for June 13, 2024, in the amount of \$10,642.52 is hereby approved.

Passed by the Town Council _____

Attest: _____

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

Type	Check	Amount	Date	Wrnt	Payee
R	35578	147.00	06/13/24	342	0511 OAK GROVE SPRING WATER CO.
R	35579	30.95	06/13/24	342	1669 OFFICE DEPOT, INC
R	35580	200.00	06/13/24	342	2225 OUELLETTE NICOLAS P
R	35581	54.99	06/13/24	342	1537 PELLETIER MANUFACTURING, INC.
R	35582	15.00	06/13/24	342	0653 PERREAULT, STEVEN L.
R	35583	36.90	06/13/24	342	1978 PERRY, JAMES
R	35584	408.99	06/13/24	342	0553 PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC
R	35585	3,084.15	06/13/24	342	1596 PREBLE OIL COMPANY
R	35586	460.00	06/13/24	342	2178 RADIO COMMUNICATIONS MGMT INC
R	35587	273.17	06/13/24	342	0577 RAMSAY WELDING & MACHINE, INC
R	35588	4.94	06/13/24	342	0584 REGISTER OF DEEDS
R	35589	133.00	06/13/24	342	0584 REGISTER OF DEEDS
V	35590	0.00	06/13/24	342	1869 RUSSELL JOHNSON BEAUPAIN
R	35591	16,127.50	06/13/24	342	1869 RUSSELL JOHNSON BEAUPAIN
R	35592	69.76	06/13/24	342	0371 SANTERRE, LORI A.
R	35593	222.00	06/13/24	342	2257 SERENDIPITY EMBROIDERY & DESIGN
R	35594	34,423.61	06/13/24	342	2235 SEVEE & MAHER ENGINEERS, INC
R	35595	2,264.10	06/13/24	342	0841 SHERWIN-WILLIAMS CO
R	35596	414.99	06/13/24	342	1668 STANLEY'S AUTO CENTER LLC
R	35597	1,318.70	06/13/24	342	0919 SULINSKI, MICHAEL J.
R	35598	402.87	06/13/24	342	1404 TRACTOR SUPPLY COMPANY
R	35599	109.86	06/13/24	342	0699 TRANSCO BUSINESS TECHNOLOGIES
R	35600	499.80	06/13/24	342	2251 TREASURER STATE OF MAINE
R	35601	60,004.00	06/13/24	342	0730 TWIN PINES SNOWMOBILE CLUB
V	35602	0.00	06/13/24	342	1502 VERSANT POWER
R	35603	4,172.90	06/13/24	342	1502 VERSANT POWER
R	35604	341.02	06/13/24	342	2115 WHEATON, AMBER G
R	35605	1,831.00	06/13/24	342	0781 WIGHTS SPORTING GOODS
R	35606	359.99	06/13/24	342	0792 WINTERPORT BOOT
R	35607	597.48	06/13/24	342	2238 WITMER PUBLIC SAFETY GROUP, INC

Total 305,266.37

Count

Checks	76
Voids	2

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

Type	Check	Amount	Date	Wrnt	Payee
R	35530	1,250.35	06/13/24	342	2095 AMBULANCE MEDICAL BILLING
R	35531	15,267.32	06/13/24	342	0039 ASCENT AVIATION GROUP INC
R	35532	63.03	06/13/24	342	1078 BEE LINE CABLE
R	35533	1,049.28	06/13/24	342	0869 BIDDEFORD INTERNET CORPORATION
R	35534	1,901.53	06/13/24	342	2249 BOUND TREE MEDICAL LLC
R	35535	187.46	06/13/24	342	0229 CARQUEST AUTO PARTS
R	35536	2,204.95	06/13/24	342	2254 CHAMBERS LEASING
R	35537	390.91	06/13/24	342	1781 CMD POWERSYSTEMS, INC
R	35538	174.25	06/13/24	342	1883 CONSOLIDATED COMMUNICATIONS
R	35539	168.58	06/13/24	342	2154 COTE, JONATHAN P
R	35540	124.75	06/13/24	342	1294 CRANDALL'S HARDWARE, INC.
R	35541	63.17	06/13/24	342	2252 DAVID WAYNE SOUZA
R	35542	3,090.42	06/13/24	342	0157 DEAD RIVER
R	35543	108.05	06/13/24	342	2253 DEMERCHANT DAVID
R	35544	790.00	06/13/24	342	1775 DESIGNLAB, LLC
R	35545	57.24	06/13/24	342	2256 DUO-SAFETY LADDER CORPORATION
R	35546	46.96	06/13/24	342	1567 DUPREY, BRYAN
R	35547	284.33	06/13/24	342	0181 DYSARTS SERVICE
E	35548	12,074.77	06/13/24	342	2173 ELAN FINANCIAL SERVICES
R	35549	120.00	06/13/24	342	0196 EMERY LEE & SONS, INC.
R	35550	1,035.88	06/13/24	342	0207 FASTENAL COMPANY
R	35551	474.09	06/13/24	342	0222 FREIGHTLINER OF MAINE, INC.
R	35552	32.33	06/13/24	342	0226 GALLS LLC
R	35553	524.00	06/13/24	342	1629 GATEWAY PRESS
R	35554	189.00	06/13/24	342	0235 GILMAN ELECTRICAL SUPPLY
R	35555	9,851.34	06/13/24	342	0240 GREEN THUMB LAWN SERVICE
R	35556	150.00	06/13/24	342	0826 HARRIS COMPUTER SYSTEMS
R	35557	30.00	06/13/24	342	0844 HEALTH ACCESS NETWORK
R	35558	8,983.88	06/13/24	342	0264 HONEYWELL INT'L. INC.
R	35559	8,017.49	06/13/24	342	0805 HOYLE, TANNER & ASSOCIATES
R	35560	130.00	06/13/24	342	2102 JAMIESON, PETER
R	35561	503.88	06/13/24	342	1903 KATAHDIN TRUE VALUE
R	35562	300.00	06/13/24	342	0365 LINCOLN RENTAL SYSTEMS INC.
R	35563	251.00	06/13/24	342	0915 LOWRY, BRIAN
R	35564	20.00	06/13/24	342	2130 MAINE DEPT OF AGRICULTURE CONSERVATION
R	35565	140.00	06/13/24	342	0392 MAINE MUNICIPAL ASSOCIATION
R	35566	2,494.42	06/13/24	342	0395 MAINE RESOURCE RECOVERY ASSOC.
R	35567	3,212.54	06/13/24	342	1849 MAINE TECHNOLOGY GROUP LLC
R	35568	41,320.20	06/13/24	342	0037 MAINE WATER COMPANY
R	35569	91.70	06/13/24	342	0687 MALCOLM, THOMAS M.
R	35570	550.00	06/13/24	342	2255 MAYA 448 ME LLC
R	35571	1,828.00	06/13/24	342	1563 MILLINOCKET LITTLE LEAGUE
R	35572	31,250.00	06/13/24	342	0452 MILLINOCKET MEMORIAL LIBRARY
R	35573	18,300.30	06/13/24	342	2198 MUNICIPAL WASTE SOLUTIONS, LLC
R	35574	1,238.85	06/13/24	342	1819 NAPA AUTO PARTS
R	35575	271.35	06/13/24	342	2023 NORTH COAST SERVICES, LLC
R	35576	320.00	06/13/24	342	1993 NORTHERN LIGHT PHARMACY
R	35577	6,330.10	06/13/24	342	0506 NORTHERN TIMBER CRUISERS, INC.

ORDER #144-2024

PROVIDING FOR: Approval of an Application for a Victualer License for Gather Inn

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

Mark Dorval, Address: South Portland, Maine
d/b/a
Gather INN, 193 Central Street, Millinocket.

Passed by the Town Council _____

Attest: _____

BUSINESS Gather Inn
193 Central St

ORDER # 144-2024

**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)



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	5/29/24
Payment Type	CASH
Expire Date	May 31, 2500
Clerks' Approval	JMM

NAME OF APPLICANT: MARK Dorval

PHONE NUMBER OF APPLICANT: 207-712-5333

RESIDENCE OF APPLICANT: 146 Pilgrim Rd S. Portland ME

NAME OF BUSINESS: Gather INN 04106

PHONE NUMBER OF BUSINESS: 207-400-0194

BUSINESS ADDRESS: 193 Central St Millinocket, ME

NATURE OF BUSINESS: Bed & Breakfast

LOCATION TO BE USED: 193 Central St

RESIDENCE OF APPLICANT IN THE LAST FIVE YEARS:
146 Pilgrim Rd South Portland, ME 04106

LIST OF PRINCIPAL OFFICERS, TITLES AND ADDRESS FOR THE PAST THREE YEARS:
MARK Dorval co-owner S. Portland
Melanie Cardus co-owner S. Portland
146 Pilgrim Rd S. Portland, ME

DESCRIPTION OF PREMISES TO BE LICENSED
Bed & Breakfast 193 Central St
Millinocket, ME

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

EST ID: 19404

BED AND BREAKFAST 5 ROOMS OR LESS 10 Seats (in)5 Rooms

GATHER INN
193 CENTRAL ST
MILLINOCKET ME 04462

EXPIRES: 07/06/2024

FEE: \$135.00

DORVAL, MARK & CARDUS, MELANIE
GATHER INN
146 PLIGRIM RD
SOUTH PORTLAND ME 04106

Jeanne A. Lombardi

Commissioner

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.

DORVAL, MARK & CARDUS, MELANIE
GATHER INN
146 PLIGRIM RD
SOUTH PORTLAND ME 04106

Owner: DORVAL, MARK & CARDUS, MELANIE
Licensee: GATHER INN
Location: 193 CENTRAL ST
MILLINOCKET

Mail: 146 PLIGRIM RD

SOUTH PORTLAND ME 04106

Lic Type: BED AND BREAKFAST 5 ROOMS OR LESS

ISSUED: 07/07/2023
EXPIRES: 07/06/2024
FEE: \$135.00
TEL: 207-712-5333

Est ID: 19404

ORDER #145-2024

PROVIDING FOR: Approval of an Application for a Victualer License for Subway

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

Bruce D. McLean, Address: East Millinocket, Maine
d/b/a
Subway, 805 Central Street, Millinocket.

Passed by the Town Council _____

Attest: _____

BUSINESS Subway
805 Central St

ORDER # 145-2024

COVER SHEET FOR LIQUOR, ENTERTAINMENT OR VICTUALER LICENSE APPLICATIONS

TAXES ARE CURRENT Yes N/A No _____

WASTEWATER IS CURRENT Yes N/A No _____

POLICE INCIDENTS IN THE PAST YEAR Yes _____ No
(IF APPLICABLE PLEASE LIST)



Millinocket

Maine's Biggest Small Town

ITEM	NEEDED
Victualer/State.Lic	<input checked="" type="checkbox"/>
Date Paid	5/29/24
Payment Type	✓1400
Expire Date	May 31, 25
Clerks' Approval	DML

APPLICATION FOR A VICTUALERS LICENSE

FEE: \$25.00

NAME OF APPLICANT: Bruce D. McLean

PHONE NUMBER OF APPLICANT: 207-723-1404

RESIDENCE OF APPLICANT: 38 Western Ave. E. Millinocket, ME 04430

NAME OF BUSINESS: Subway

PHONE NUMBER OF BUSINESS: 207-723-7827

BUSINESS ADDRESS: 805 Central St.

NATURE OF BUSINESS: Sandwich Shop

LOCATION TO BE USED: 805 Central St.

RESIDENCE OF APPLICANT IN THE LAST FIVE YEARS:

181 Maine Ave, Millinocket, ME 04462

38 Western Ave, E. Millinocket, ME 04430

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

Bruce D. McLean, Member, 38 Western Ave, E. Millinocket, ME 04430

Peggy J. Armstrong, Member, 106 Elm St. Millinocket, ME 04462

DESCRIPTION OF PREMISES TO BE LICENSED

Building attached to Dead River

(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: 19176

EATING PLACE TIER 1 26 Seats (In)

SUBWAY
805 CENTRAL ST
MILLINOCKET ME 04462

EXPIRES: 10/21/2024

FEE: \$220.00

ATTN BRUCE
FSC SUBWAY LLC
SUBWAY
38 WESTERN AVE
EAST MILLINOCKET ME 04430



[Signature]
Commissioner

PROVIDING FOR Acceptance of the Energy Efficiency Priorities Grant

WHEREAS the Town of Millinocket received an award of \$100,000.00 (one hundred thousand dollars) for the purchase of energy efficient windows for the Municipal Building located at 197 Penobscot Ave.

IT IS ORDERED that the Millinocket Town Council approves the acceptance of \$100,000.00 from the Community Resilience Partnership Energy Efficiency Priorities Grant for new windows.

Note: There is no local match requirement for this grant award.

Passed by the Town Council _____

Attest: _____

ORDER #147-2024

PROVIDING FOR: Public hearing to discuss the Town’s application to the Community Development Block Grant Program (CDBG).

WHEREAS the Town of Millinocket would like to submit a CDBG Community Enterprise Grant to start a façade program in Millinocket and are seeking input on the program from community members.

IT IS ORDERED that the Millinocket Town Council approves a public hearing to discuss the Town’s application to the CDBG Community Enterprise Grant program, which is a required component to the application process.

PASSED BY THE COUNCIL: _____

ATTEST: _____

Phase II Public Hearing Notice to comply with Title VI Requirements

Public Hearing Notice The Town of Millinocket

The **Town of Millinocket** will hold a Public Hearing on Thursday, June 13th, at 5:30pm, at the Charles Sanders Council Chamber, located on the 2nd floor of the Municipal Building, to discuss the acceptance of a Community Enterprise CDBG Grant in an amount of \$100,000. The purpose of the grant is to make facade improvements for commercial properties downtown. Public comments will be solicited at this Hearing and will be submitted as part of the Project Development Phase. Persons wishing to make comments or ask questions about the acceptance of these funds are invited to attend this Public Hearing. Comments may be submitted in writing to: Amber Wheaton, Community Initiatives Director at any time prior to the Public Hearing. TDD/TTY users may call 711. If you are physically unable to access any of the Town's programs or services, please call Amber Wheaton, Community Initiatives Director at 447.4100 so that accommodations can be made.



Town of Millinocket
197 Penobscot Ave.
Millinocket ME 04462-1430
723-7000

ORDER #148-2024

PROVIDING FOR Acceptance of the Community Development Block Grant:
Community Enterprise Program

WHEREAS The Town of Millinocket received a grant award of \$100,000.00 (one hundred thousand dollars) to start a façade program for commercial property owners in Millinocket.

WHEREAS The Town of Millinocket is required to provide matching funds in the amount of \$33,334.00 (thirty-three thousand three hundred and thirty-four dollars).

IT IS ORDERED that the Millinocket Town Council approves the acceptance of \$100,000.00 from the CDBG: Community Enterprise Program and the match of \$33,334 out of the Unassigned Fund Balance.

Passed by the Town Council _____

Attest: _____

PROVIDING FOR Adjustments Within FY24 Recreation Department Budget

WHEREAS unspent FY24 funds, due to personnel vacancies, have allowed an opportunity to purchase needed supplies and equipment for the operation of the Recreation Department in the current fiscal budget as opposed to raising additional tax dollars in a future budget;

IT IS ORDERED that the Millinocket Town Council, at the recommendation of the Rec. Director and the Town Manager, approve this reallocation of funds, transferring \$5,500.00 from budget line 1002-0420 (part time) and \$7,000.00 from budget line 1002-0384 (maintenance supervisor) to budget line 1002-3105 (new equipment); increasing line 1002-3105 by a total of \$12,500.00.

Note: List of new equipment and budget for purchases attached as backup.

PASSED BY COUNCIL: _____

ATTEST: _____

Stall Mats	<u>10 @ 54.99</u>	\$550.00
Gas Storage Cabinet		\$2000.00
Pump and Hoses		\$570.59
Trailer		\$2500.00
Back Boards for Hillcrest		\$1831.00
Trash cans for Recreation areas.		
	10 cans and cover	\$2500.00

Total \$9,951.59

For 20 Cans and covers Extra \$2500.00

Total \$12,451.59

Take out \$5500.00 of the extra in part time: 1002-0420

Take out \$7000.00 Maintenance Supervisor: 1002-0384

and Put in New Equipment line 1002-3105

PROVIDING FOR Approval of Reimbursable Agreement with Federal Aviation Administration

WHEREAS the Millinocket Municipal Airport must seek approval of the attached Non-Federal Limited Design and Implementation Reimbursable Agreement with the FAA to proceed with the replacement of the airport's runway approach lighting; and

WHEREAS this agreement includes a reimbursable payment to be made by the Town of Millinocket of \$40,000.00 in order to proceed;

IT IS ORDERED that the Millinocket Town Council, at the recommendation of the Airport Manager and the Town Manager, approves the attached Reimbursable Agreement and authorizes all necessary forms to be executed.

IT IS FURTHER ORDERED that the Millinocket Town Council authorizes the Town Treasurer to allocate funding appropriately, providing cash-flow for the related \$40,000.00 reimbursable payment.

Note: List of new equipment and budget for purchases attached as backup.

PASSED BY COUNCIL: _____

ATTEST: _____

**NON-FEDERAL LIMITED DESIGN AND IMPLEMENTATION
REIMBURSABLE AGREEMENT**

BETWEEN

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

AND

**TOWN OF MILLINOCKET
MILLINOCKET MUNICIPAL AIRPORT
MILLINOCKET, ME**

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract services which the Town of Millinocket (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the agency's mission;

NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties

The Parties to this Agreement are the FAA and the Town of Millinocket.

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

This Agreement provides funding for FAA services limited to labor, travel, and expenses required to perform limited technical and/or engineering support, design, and implementation services to support the Sponsor's project identified below. The scope of this Agreement is limited to technical consultation, site visits, feasibility assessments, project planning, scope definition, development of cost estimate(s), review of Sponsor provided design packages, development of FAA design packages, construction oversight,

modification, removal, and restoration required to address impacted FAA NAS facilities. No government furnished equipment will be provided under this Agreement. If required, the FAA and the Sponsor will enter into a separate agreement to cover additional work beyond the scope of this Limited Agreement. Therefore, this Agreement is titled:

Limited Design and Implementation Reimbursable Agreement for the Runway 11-29 Runway Extension Project at Millinocket Municipal Airport

This Agreement is in whole or in part funded with funding from an AIP grant Yes No. If Yes, the grant date is: TBD and the grant number is: TBD. If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

ARTICLE 4. Points of Contact

A. FAA:

1. The FAA/ATO Mission Support Services, Eastern Service Area, Planning and Requirements Group will provide administrative oversight of this Agreement. David Haslett is the Lead Planner and liaison with the Sponsor and can be reached at (781) 460-0574 or via email at david.t.haslett@faa.gov. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. The FAA/ATO Engineering Services, Eastern Service Area, NAVAIDS Engineering Center will perform the scope of work included in this Agreement. Steven Finnerty is the NAVAIDS NE Engineering Center Manager and liaison with the Sponsor and can be reached at (603) 881-1264 or via email at steven.finnerty@faa.gov. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
3. FAA Contracting Officer: The execution, amendment, and administration of this Agreement must be authorized and accomplished by the Contracting Officer, Brad Logan who can be reached at (817) 222-4395 or via email at brad.logan@faa.gov.

B. Sponsor:

Millinocket Municipal Airport
Attn: Jeff Campbell, Airport Manager
271 Medway Road
Millinocket, ME 04462
(207) 731-9906
airport@millinocket.org

ARTICLE 5. Reserved

ARTICLE 6. Reserved

ARTICLE 7. Estimated Costs

The fully-loaded estimated FAA cost associated with this Agreement is:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
Labor	
4020 Engineering	\$ 30,600.00
[Enter Item]	\$ [cost]
[Enter Item]	\$ [cost]
[Enter Item]	\$ [cost]
Labor Subtotal	\$ 30,600.00
Labor Overhead	\$ 6,083.28
Total Labor	\$ 36,683.28
Non-Labor	
4020 Engineering	\$ 3,684.48
[Enter Item]	\$ [cost]
[Enter Item]	\$ [cost]
[Enter Item]	\$ [cost]
Non-Labor Subtotal	\$ 3,684.48
Non-Labor Overhead	\$ 294.76
Total Non-Labor	\$ 3,979.24
TOTAL ESTIMATED COST	\$ 40,662.52

ARTICLE 8. Period of Agreement and Effective Date

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9 of this Agreement. This Agreement will not extend more than 36 months beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Reimbursable Receipts Team listed in Section C of this Article. The advance payment will be held as a non-interest

bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under \$1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than \$1.00.

- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.
- C. The Reimbursable Receipts team is identified by the FAA as the billing office for this Agreement. The preferred method of payment for this agreement is via Pay.Gov. The sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the sponsor can mail the payment to the address shown below. When submitting funding by mail, the Sponsor must include a copy of the executed Agreement and the full advance payment. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

FAA payment remittance address using USPS or overnight method is:

Federal Aviation Administration
Reimbursable Receipts Team
800 Independence Ave S.W.
Attn: Rm 612A
Washington D.C. 20591
Phone 202-267-1307

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

Millinocket Municipal Airport
Attn: Jeff Campbell, Airport Manager
271 Medway Road
Millinocket, ME 04462
(207) 731-9906
airport@millinocket.org

- D. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment.
- E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be amended to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the

amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the Reimbursable Receipts Team with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

ARTICLE 10. Changes and Amendments

Changes and/or amendments to this Agreement will be formalized by an appropriate written amendment that will outline in detail the exact nature of the change. Any amendment to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as amending or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendments.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence

If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

- A. This Agreement
- B. The attachments

ARTICLE 13. Legal Authority

This Agreement is entered into under one or more of the following authorities; 49 U.S.C. § 106(l), 31 U.S. Code 6505 Intergovernmental Cooperation Act. Each of which authorizes the Administrator of the FAA to enter into and perform such contracts, leases, cooperative agreements and other transactions as may be necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator may consider appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

ARTICLE 15. Reserved

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security

In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14.2.1, Contractor Personnel Suitability Requirements are met.

ARTICLE 21. Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any amendments thereto, and, accordingly, that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void. Additionally, the FAA expects this agreement to be funded within 120 days of execution, if funding is not received by that date; the FAA may exercise the right to renegotiate estimated costs.

AGREED:

**FEDERAL AVIATION
ADMINISTRATION**

**MILLINOCKET MUNICIPAL
AIRPORT**

SIGNATURE _____
NAME _____
TITLE Contracting Officer
DATE _____

SIGNATURE _____
NAME _____
TITLE _____
DATE _____

ORDER #151-2024

PROVIDING FOR Approval of Contract Amendment with Hoyle Tanner & Associates, INC.

WHEREAS the Millinocket Municipal Airport must seek approval of the amendments pertaining to a necessary and additional environmental assessment to the attached Airport Project Contract between the Town of Millinocket and Hoyle Tanner & Associates, INC., including an increase of \$129,405.00, all but 5% (\$27,400.00) reimbursable, to the Maximum Amount of the Agreement, and an extension from September 30th, 2024, to September 30th, 2025, to the Expiration Date of the Agreement;

IT IS ORDERED that the Millinocket Town Council, at the recommendation of the Airport Manager and the Town Manager, approves the attached contract as amended, and authorizes all necessary forms to be executed.

PASSED BY COUNCIL: _____

ATTEST: _____

Modification No. 1
To

AIRPORT PROJECT CONTRACT
Between

TOWN OF MILLINOCKET, MAINE
And

HOYLE, TANNER & ASSOCIATES, INC.

AIRPORT/OWNER Contact Person: Peter Jamieson, Town Manager

Title of Services: Design Reconstruction of Runway 11-29

Project Location:	Modified Project Contract Negotiated Price:	<u>\$551,085.00</u>
Millinocket Municipal Airport	Project Contract Begin Date:	<u>June 8, 2023</u>
Millinocket, Maine	Original Contract Expiration Date:	<u>September 30, 2024</u>
	Modified Contract Expiration Date:	<u>September 30, 2025</u>
Federal Tax I.D. #: <u>14-2010196</u>	GCA Agreement Number:	<u>23.390801.00</u>
	GCA Ordering Period Dates:	<u>4/15/2023 – 4/14/2027</u>

WHEREAS, the Town of Millinocket, Maine (hereinafter referred to as the "Sponsor") has determined it to be in the interest of the Town of Millinocket, Maine that the Airport Project Contract (hereinafter referred to as the "Agreement") between the Town of Millinocket, Maine and Hoyle, Tanner & Associates, Inc. (hereinafter referred to as the "Consultant"), accepted by said Consultant on the 8th day of **June, 2023**, to be modified as hereinafter provided.

NOW THEREFORE, WITNESSETH:

That in consideration of the benefits to accrue to the parties hereto, the Sponsor, on the one part, and the Consultant, on the other part, do hereby mutually agree to modification of this project as follows:

See attached documents:

1. Modification 1 - Scope of Work
2. Modification 1 – Estimate of Engineering Cost

The Maximum Amount of the Agreement shall be **increased by \$129,405**, from **\$421,680** to **\$551,085**.

The Expiration Date of the Agreement shall be extended from **September 30, 2024** to **September 30, 2025**.

All other terms and conditions of the original Agreement shall remain in effect. The Sponsor and the Consultant by their duly authorized representatives, have executed this modification to said original Agreement on the date last signed below.

**TOWN OF MILLINOCKET, MAINE
(AIRPORT/OWNER OWNER)**

Date

Peter Jamieson
Town Manager

**HOYLE, TANNER & ASSOCIATES, INC.
(CONSULTANT)**

April 5, 2024

Date



Robert M. Furey, PE
Senior Vice President

**Millinocket Municipal Airport
Design Reconstruction of Runway 11-29
Hoyle Tanner Project No. 23.390801.01**

**Modification No. 1
February 2024**

MODIFIED SCOPE OF WORK

FAA has determined that an Environmental Assessment and NRPA will be required for this project. This scope is being modified to add tasks for an Environmental Assessment and NRPA to Article V – NEPA and Permitting phase.

Article I, Project Administration

Additional effort will be required in the following task:

- 1.3 Develop, edit, and revise project scope of work and fee proposal and assist the Owner during Independent Fee Estimate (IFE) process by providing project sketches, scoping meeting notes, and correspondence relevant to project.
- 1.4 Prepare contract documents and supporting back-up documentation required in connection with the Project.
- 1.7 Throughout the course of the project the consultant will update original schedule, coordinate project tasks, report on monthly progress, and maintain project records file.
- 1.14 As reasonably requested, provide assistance with any other administrative-type work required by the Owner in connection with the Project. The engineer will provide miscellaneous project administration and coordination duties which are not specifically addressed or anticipated in other project related tasks including telephone conversations with the Owner, MaineDOT, FAA and other interested parties; disseminating interim project information to the Owner, MaineDOT, FAA and other interested parties; and organizing, maintaining, and archiving the project records for six (6) years.

Article II, Data Collection

Additional effort will be required in the following task:

- 2.12 Jurisdictional resources as identified will be delineated, flagged and classified according to the Natural Resources Protection Act of 1988 (NRPA: 38 M.R.S. 480) using the procedures outlined in the Regional Supplement to the US Army Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Regional Supplement (2012) and the federal Manual for Identifying and Delineating Jurisdictional Wetlands (1987). Assume 2 days field work Environmental Coordinator and assistant plus travel.
- 2.14 The Wetland Scientist will update letter report.

Article III, Cost Comparison Analysis

No changes to the original scope of work

Article IV, Design

Additional design effort will be required with the need for an Environmental Assessment and NRPA. The initial scope of work only anticipated a SLDA permit.

- 4.3 Develop the design plans for Runway 11-29. See list of anticipated drawings below. This list indicates which submission (preliminary, final, and bid plans) the drawings per line item will be included. Each drawing for each submission will require design time plus production and/or revisions to the drawing itself. Revisions in this sense are modifications to the drawings to bring them up to the next level of submission. Production includes labels, dimensions, design labels, design and general notes, formats, north arrows, scales, legends, etc., specific to this project.
- 4.12 Perform quantity take-offs and engineer's estimate for probable cost for each: 60% / 90% / Final Submission.
- 4.13 In-house QA/QC Checks for each: 30% / 60% / 90% / Final Submission. Includes plans, specs, calculations and quantity take-offs and cost estimates in accordance with the Consultant's Quality Control Plan.
- 4.17 Coordinate all aspects of the design with the Owner through emails, phone calls, and meetings. This includes documenting all meetings with minutes/notes. To include six (6) MS Teams meetings to help team member stay up-to-date with the design. Assume Project Manager and Project Engineer to be "on-line".
- 4.18 Provide MLT with project phasing graphics intended for use in advertising and coordinating project phasing with all users. It is assumed this outreach will be in the form of supplying PDF graphics and associated summary narrative and or including a MLT user email distribution. Assume up to three (3) separate outreach efforts throughout design.
- 4.19 Coordinate design of new PAPI and replacement REILS with FAA Facilities.

Additional on-line meetings have been required by FAA for the change to an Environmental Assessment. Add six (6) additional on-line meetings.

Article V, Permitting and FAA NEPA

Only additional tasks to complete an Environmental Assessment and NRPA are listed below. The initial scope of work only anticipated a SLDA permit.

- 5.24 Prepare, print and submit NRPA permit applications and plans to Maine DEP and USACE.
- 5.25 Coordinate with the local newspaper to place a public notice for the permit application if needed.

- 5.26 Coordinate with Owner, DEP, FAA and relevant parties to establish mitigation if ILF not paid.
- 5.27 Receive and respond to any Maine DEP or USACE comments.
- 5.28 Identify the purpose and need for the proposed action. The proposed project will be described including its purpose and the public need for the project.
- 5.29 Define the proposed action.
- 5.30 Conduct detailed studies of the no-build and the reasonable and feasible alternative(s). Preliminary discussion with the Sponsor and FAA will occur to eliminate any alternatives which are deemed infeasible or unreasonable.
- 5.31 Describe the affected environment of the airport property and surrounding areas based on the no-build and build alternative(s).
- 5.32 Provide a discussion of the environmental consequences of the proposed action and the proposed alternative(s) on the fourteen (14) environmental impact categories identified in Order 1050.1F.
- 5.33 Identify mitigation alternatives using the consequences determined in subtask 5 and using current published local, State, and Federal statutes and policies.
- 5.34 Facilitate one public hearing/meeting if required by FAA: Identify and book location, prepare agendas and exhibits, attend and present project, and prepare subsequent meeting minutes.
- 5.35 Prepare presentations and attend up to two (2) additional agency or regulatory organization meetings.
- 5.36 Prepare two (2) copies of the Draft EA to be submitted to Sponsor. Incorporate Sponsor's comments into the Draft EA.
- 5.37 Submit Draft EA to FAA for comment. Incorporate FAA comments.
- 5.38 Submit revised Draft EA to Sponsor and FAA for review and release for agency review as well as advertise a Notice of Opportunity for public hearing.
- 5.39 Prepare the final EA after agency review and an opportunity for a public hearing has been provided. This final EA will incorporate agency and public comments and provide appropriate responses.
- 5.40 Submit two printed copies and one electronic copy on CD of the Final EA to FAA for review and final determination.
- 5.41 Preliminary Coordination with Maine DEP to explain the project scope and determine level of permitting required and appropriate documentation. Coordination to include a narrative and a drawing to demonstrate the proposed work.
- 5.42 Review coordination completed for NEPA to determine, and complete, any additional agency coordination necessary to complete the SLDA application.
- 5.43 Coordinate with Owner on on-going environmental activities and past vegetative management and stormwater management practices, including past permitting efforts to determine the extent of stormwater analysis and treatment that may be required for the project based on the prior development.

Article VI, Bidding

No changes to the original scope of work

Article VII, Closeout

No changes to the original scope of work

Expenses and Subconsultants

This increased slightly due to additional trips required to the airport for additional data collection for the Environmental Assessment and NRPA.

Appendix D
Amendment No. 1
ESTIMATE OF ENVIRONMENTAL ASSESSMENT AND SUPPORTING DESIGN COSTS

for
Reconstruct Runway 11-29
5001' Option
at
Millinocket Municipal Airport
for
Town of Millinocket
Millinocket, Maine
February, 2024

	Original	Amendment No. 1	New Total	
HOYLE, TANNER PROJECT NO. 23.390801.01				
Article I – Project Administration	\$36,700	\$1,800	\$38,500	ACTUAL COST PLUS FIXED FEE
Article II – Data Collection	\$22,100	\$16,000	\$38,100	ACTUAL COST PLUS FIXED FEE
Article III – Cost Comparison Analysis	\$39,400	\$0	\$39,400	ACTUAL COST PLUS FIXED FEE
Article IV – Design	\$166,400	\$19,400	\$185,800	ACTUAL COST PLUS FIXED FEE
Article V – NEPA & Permitting REVISED FOR EA AND NRPA	\$40,800	\$80,800	\$121,600	ACTUAL COST PLUS FIXED FEE
Article VI – Bidding	\$15,900	\$0	\$15,900	ACTUAL COST PLUS FIXED FEE
Article VII – Closeout	\$10,700	\$0	\$10,700	LUMP SUM
Expenses and Subconsultants	\$89,680	\$11,405	\$101,085	ACTUAL COST
TOTAL ESTIMATED PROJECT COST:			\$421,680	\$551,085

Milwaukie Municipal Airport
 Reconstruction Summary 11-29
 2021 Update

Article II - Quilt Collection
 Moly's Tanager Phase 1D
 For Additional Wetland Survey and Vernal Pool Survey

MOLY'S TANAGER PROJECT NO. 21-190001.01

Task	Description	ESTIMATED HOURS BY LABOR CLASSIFICATION										Total Labor Cost	
		Professional \$78.00 /hr	Project Manager \$78.00 /hr	Assistant Project Manager \$44.00 /hr	Environmental Coordinator \$93.00 /hr	Staff/Fieldworker \$49.00 /hr	Dr. OGD \$49.00 /hr	Grants Administrator \$44.00 /hr	Total Hours				
2.1	Coordinate with the Owner to determine work restrictions, timing, and phasing of the work.											0	\$0.00
2.2	Coordinate with geotechnical office lead, or field crew lead prior to field deployment to discuss project objectives, special needs, airport operations and security procedures, equipment, storage requirements, utility location, and general coordination in advance of fieldwork.											0	\$0.00
2.3	Research utility data from subsurface to avoid impacts to buried operations. (Locations plan to be created in previous article) Review final plan with Geotechnical firm.											0	\$0.00
2.4	Locate location of geotechnical investigation borings and CBLs per to log file and/or geotechnical report for the responsibility of the contractor. Use a hand held Trimble GNSS unit. Assume one day trip for Project Engineer.											0	\$0.00
2.5	Provide onsite observation and inspection of geotechnical field work. Determine if further investigation may be required, consult on any unanticipated soil conditions and provide direction on soil sample procedures. Assume 5 days of work for Project Engineer.											0	\$0.00
2.6	Review preliminary data and coordinate with geotechnical engineer to identify additional laboratory testing, answer questions.											0	\$0.00
2.7	Review and evaluate final geotechnical report and coordinate for additional data.											0	\$0.00
2.8	Coordinate with the Owner to determine work restrictions, timing, and phasing of the work.											0	\$0.00
2.9	Coordinate with the survey office lead or field crew lead prior to field deployment to discuss project objectives, special needs, airport operations and security procedures, existing airport control monumentation, the Consultant's AutoCAD data attribute naming and layering convention, and general coordination on scheduling.											0	\$0.00
2.10	Coordinate with the field crew during the field work to discuss field conditions and original scope of work prior to demobilization. Determine if further survey may be required, consult on any unanticipated site conditions, and provide direction on final survey requirements.											0	\$0.00
2.11	Review and evaluate the survey deliverables, including topography, planimetric, digital terrain models, and stamped plans in PDF format. Additional information will be requested as needed, and the modifications will be reviewed.											0	\$0.00
2.12	Irredundant resources as identified will be delineated, flagged and dispensed according to the Natural Resources Protection Act of 1988 (MRPL 38 M.A.S. 480) using the procedures outlined in the Regional Supplement to the US Army Corps of Engineers Wetland Delineation Manual (Version 4.0) and the Federal Manual for Identifying and Delineating Jurisdictional Wetlands (1987). Assume 2 days field work Environmental Coordinator and assistant data travel.	1			6	48	48					103	\$4,116.00
2.13	The Wetland Scientist will record all wetland flags using a modern GPS with sub-meter accuracy to be included in the existing wetland map.											0	\$0.00
2.14	The Wetland Scientist will update better report.				4	28	28					32	\$1,232.00
2.15	The classification of each wetland based on the Classification of Wetland and Deepwater Habitats of the United States (Cowardin et al. 1979; updated 2013).											0	\$0.00
2.16	A brief description of the extent and type of existing vegetation within the wetland will be recorded including the dominant plant species within the tree, shrub/scrub and herbaceous layers.											0	\$0.00
2.17	Photos of all wetlands, streams and potential vernal pools, if applicable, specifically showing riparian areas and approximate size and location with vegetation.											0	\$0.00
2.18	The Wetland Scientist will identify and describe in the letter report and on plans those areas within or directly adjacent to the project limits that may be confirmed to meet the definition of a significant vernal pool as protected by MRLA, and described in Chapter 315.											0	\$0.00
TOTAL HOURS:		0	1	0	10	76	48					135	\$5,008.00
TOTAL DIRECT LABOR		0	1	0	10	76	48					135	\$5,008.00
DIRECT LABOR OVERHEAD							\$1,872.00					0	\$1,872.00
FIELD FEE												0	\$0.00
ACTUAL COST PLUS FIXED FEE												0	\$15,000.00
GRAND TOTAL												0	\$15,000.00
SUBTOTAL												0	\$15,000.00
TOTAL PROJECT COST												0	\$15,000.00

DIRECT LABOR OVERHEAD
 157.71%
 \$1,872.00
 \$17,811.00

FIELD FEE
 15%
 \$2,100.00

ACTUAL COST PLUS FIXED FEE
 \$15,000.00

150 Dow Street, Manchester, NH 03101

Task	Description	ESTIMATED REQUIRE BY LABOR CLASSIFICATION							Total Labor Cost	
		QA/QC \$75.00 /HR	Project Manager \$100.00 /HR	Project Manager \$100.00 /HR	Environmental Coordinator \$75.00 /HR	Staff Engineer \$75.00 /HR	Sr CAD Designer \$75.00 /HR	Grants Administrator \$75.00 /HR		
4.1	Update airport base file (electrical, water, sewer, gas, drainage, edge of pavement, building locations, boring, and other miscellaneous items) using deliverables from the subcontractors, research of record plans from the Consultant and Owner, archives, online GIS sources, and contact with public/private utilities and tenants.	1							6	\$0.00
4.2	Prepare and submit the pavement design per FAA advisory circular 150/310-6C. Effort to include re-surfacing the flight run by consulting with the airport and state online GIS.								0	\$0.00
4.3	Develop the design plans for Runway 13-29. See list of anticipated drawings below. This list indicates which submission (preliminary, final, and bid plans) the drawings per line item will be included. Each drawing for each submission will require design time plus production and/or revisions to the drawing itself. Revisions in the sense are modifications to the drawings to bring them up to the next level of submission. Production includes labels, dimensions, design labels, design and general notes, formats, north arrows, scales, legends, etc., specific to this project.	4	12	4		32	24		76	\$3,828.00
4.4	Project Engineer site visits to gather additional design information not captured during site inspection. Attend one (1) design meeting and one (1) project meeting. Coordination with MIT manager and Engineers.								0	\$0.00
4.5	Attend and prepare for three (3) project design meetings. Meetings to be attended in-person by Project Manager and Staff Engineer.								0	\$0.00
4.6	Attend and prepare for two (2) design meetings for coordination with Users/Contractors, FAA Tech Dept, MIT manager. Meetings to be attended in-person by Project Manager.								0	\$0.00
4.7	Design of reuse and disposal areas for Asphalt Millings and spoils from runway reconstruction.								0	\$0.00
4.8	Design of reuse and disposal areas for Spoils.								0	\$0.00
4.9	Develop Construction Safety Phasing Plan (CSPP) to include coordination with the Owner and uploading to the FAA OIE/AAA website. (Having 2 iterations).								0	\$0.00
4.10	Develop Specifications: Technical Specifications, using FAA AC 150/310-10 current edition and tracking any changes made for FAA review.								0	\$0.00
4.11	Perform quantity take-offs and engineer's estimate for probable cost for each 60% / 20% / Final Submission.	2	4	4		8			14	\$644.00
4.12	Perform quantity take-offs and engineer's estimate for probable cost for each 60% / 20% / Final Submission.	2				4			8	\$360.00
4.13	Plan plans and distribute to the Owner, MainDOT, and the FAA at 60% / 20% / 60% / 20% / Final Submission.								0	\$0.00
4.14	After 30% and 60% and 30% submissions, revise plans and specifications due to comments received from the Owner, MainDOT, and the FAA.								0	\$0.00
4.15	File cases to the FAA OIE/AAA website for Notices of Construction. Data entry, including multiple points for project details including staging area limits, haul routes, and limits of construction.								0	\$0.00
4.16	Coordinate all aspects of the design with the Owner through email, phone calls, and meetings. This includes documenting all meetings with minutes/notes. To include six (6) MS Teams meetings to help team members stay up-to-date with the design. Assume Project Manager and Project Engineer to be "on-line".	8				2		1	11	\$726.00
4.17	Provide MIT with project phasing graphics intended for use in advertising and coordinating project phasing with all users. It is assumed that outreach will be in the form of supplying PDF graphics and associated summary narrative and or including a MIT user email distribution. Assume up to three (3) separate outreach efforts throughout design.	2					4		6	\$351.00
4.18	Coordinate design of new PAOI and replacement REIS with FAA Facilities.	6	26	4	1	2	2	1	12	\$600.00
TOTAL HOURS		64	24	24	1	48	30	2	277	\$6,531.00
TOTAL CONTRACT LABOR		\$4,920.00	\$2,400.00	\$1,100.00	\$75.00	\$3,024.00	\$1,875.00	\$75.00		\$18,299.00
OVERHEAD										\$1,875.00
FIELD FEE										\$1,875.00
ACTUAL COST PLUS FIXED FEE										\$3,750.00

Wayne Turner & Associates, Inc.
 130 Dow Street, Manchester, NH 03103

HOYLE, TANNER PROJECT NO. 23.390801.01

Reimbursable Expenses	Resident Mileage & Tolls \$286.60 /trip	Mileage & Tolls \$286.60 /trip	Postage & Communications	Printing	Lodging \$109.76 /night	Per Diem		GPS Unit \$150.00 /day	SIDA Amendment & NRP Permit Fees	Expenses Total	Subconsultant	Subconsultant Fees
						\$59.00 /full day	\$44.25 /travel day					
Article I – Project Administration	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	type sub name	\$ -
Article II – Data Collection	\$0.00	\$287.00	\$0.00	\$0.00	\$110.00	\$59.00	\$44.00	\$450.00	\$90.00	\$1,040.00	Survey Geotech	
Article III – Cost Comparison Analysis	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	type sub name	\$ -
Article IV – Design	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	type sub name	\$ -
Article V – NEPA & Permitting REVISED FOR EA AND NRPA	\$0.00	\$287.00	\$20.00	\$500.00	\$219.50	\$0.00	\$88.00	\$0.00	\$9,250.00	\$10,364.50	type sub name	\$ -
Article VI – Bidding	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	type sub name	\$ -
Article VII – Closeout	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	type sub name	\$ -
Total:	\$0.00	\$574.00	\$20.00	\$500.00	\$329.50	\$191.00	\$450.00	\$9,340.00	\$11,404.50			

Reimbursables Expenses: \$11,404.50

Subconsultants: \$ -

Total Expenses: \$11,404.50

ORDER #152-2024

PROVIDING FOR: Ratification of the June 11, 2024, School Budget Referendum Results

IT IS ORDERED that the results of the June 11, 2024, School Budget Referendum are hereby ratified as follows:

Question 1:

Yes: _____

No: _____

Blanks: _____

ROVC: _____

Clerk's Note: Certified by the Town Clerk; Warden's Return of Votes Cast attached.

Passed by Council _____

Attest: _____