



**TENTATIVE AGENDA
PUBLIC HEARING & REGULAR TOWN COUNCIL MEETING
in COUNCIL CHAMBERS & via ZOOM
THURSDAY, JANUARY 22nd, 2026 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, or similar products.'

1. Roll Call
2. Pledge of Allegiance
3. Adjustments to the Agenda:
4. Approval of Minutes: January 8, 2026 PH & Regular Council Meeting
5. Special Presentation(s):
 - a. RESOLVE #2-2025 Proclamation Honoring Melissa Crocco
 - b. Age Friendly – Award Presentation
 - c. Corporal Brad Fitzgerald – EMPD Quarterly Presentation
6. Old Business: none

NEW BUSINESS:

7. Town Manager's Report – none
8. ORDINANCE #1-2026 2nd Public Hearing – Adoption of Chapter 51, Disorderly Property.
9. ORDER #13-2026 Approval of the Town Warrant for January 22, 2026
10. ORDER #14-2026 Approval of the Wastewater Warrant for January 22, 2026
11. ORDER #15-2026 Approval of Carry Forward FY25 Unspent General Fund Budget Items
12. ORDER #16-2026 Approval of Carry Forward FY25 Unspent Wastewater Budget Items
13. ORDER #17-2026 Authorization to Enter Critical Care Transportation Service Agreement with LifeFlight of Maine
14. ORDER #18-2026 Approval of Position Description and Job Posting for Part-Time Recreation Director
15. ORDER #19-2026 Authorization to Enter Airport Lease Agreement with Noyes Enterprises
16. ORDER #20-2026 Acceptance of Snowmobile Trail Maintenance Grant from the Maine Department of Conservation-Twin Pines

17. ORDER #21-2026 Acceptance of Snowmobile Trail Maintenance Grant from the Maine Department of Conservation-Northern Timber Cruisers

18. ORDER #22-2026 Acceptance of Snowmobile Trail Maintenance Grant from the Maine Department of Conservation-Ebeemee Snowmobile Club

19. ORDER #23-2026 Acceptance of Maine Service Volunteer Fire Assistance Grant

20. Reports and Communications:

- a. Warrant Committee for the February 12, 2026 Council Meeting will be Councilor McLaughlin and Councilor Pelletier
- b. Chair's Committees Reports
- c. Two Minute Public Comment

21. Adjournment

Join Zoom Meeting <https://us02web.zoom.us/j/87490766388>

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

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.



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/>.

January 8, 2026

The Public Hearing and Regular meeting of the Millinocket Town Council was brought to order following the Scheduled Council Workshop, in Council Chambers by Chair Bragdon at 5:55 pm. Roll Call: Town Council Members Present: Bragdon, Danforth, Gould, Mackin-Excused, McLaughlin, Pelletier, Runyon. Also present: Town Manager Peter Jamieson, Town Clerk Diana Lakeman, Health/Code Officer Thomas Malcolm, Public Works Director Bryan Duprey, Airport Manager Jeff Campbell, Police Dept. Crpl. Fitzgerald-Zoom; Presenters: none; Media: KATV, Brian Brown-Zoom; 15 in person public attendance and 2 Zoom attendance. Pledge of Allegiance; Adjustments to the Agenda: updates-11/24/25 minutes & order #-2025 Backup; Approval of Minutes: November 24, 2025 and December 11, 2025 PH & Regular Council meetings, - Motion-McLaughlin, Second-Danforth, Vote 6-0; *Council Comment:* none; Public Comment: none; Unfinished business: none;

Special Presentation(s): a)Resolve #1-2026 A RESOLUTION HONORING DIANA FURUKAWA FOR PROFESSIONAL LEADERSHIP AND COMMUNITY IMPACT IN THE TOWN OF MILLINOCKET WHEREAS Diana Furukawa has dedicated significant personal time, energy, and leadership to strengthening the Millinocket community through her work and commitment to collaboration, stewardship, and public benefit; and WHEREAS through sustained commitment to building and cultivating lasting relationships, Diana established and strengthened meaningful partnerships with regional and mission-aligned organizations, including Thrive Penobscot, the Katahdin Collaborative, Friends of Katahdin Woods & Waters, the Outdoor Sport Institute and others, supporting collaborative programs and initiatives benefiting the people of Millinocket; and WHEREAS Diana provided steady leadership in guiding a comprehensive strategic planning process that evaluated existing conditions, clarified long-term goals, and established a realistic and responsible roadmap for future success, ensuring that decision-making remained thoughtful, sustainable, and aligned with core community values; and WHEREAS her leadership and professionalism enhanced confidence among funders, partners, stakeholders, and residents, contributing to stronger long-term sustainability and regional collaboration for the benefit of the Town; NOW, THEREFORE, BE IT RESOLVED that the Millinocket Town Council, in council assembled on January 8th, 2026, does hereby recognize and honor Diana Furukawa for her outstanding dedication, leadership, and service to the Millinocket community, and expresses its sincere appreciation for her lasting contributions to the Millinocket and the Katahdin Region.

Council Comment: Council discussion recognized Diana noting growth in leadership skills, her accomplishments benefiting the community, professionalism, thorough and phenomenal job advancing the Library and friendships in the community, appreciation for standards set for the role and great working relationships, impressive data driven reporting, and presented continuous growth throughout her career; council discussion concluded the librarian role is undervalued and acknowledges Diana will be missed.

Public Comment: Sandy Sullivan 104 Sunset St-Zoom, acknowledges the library does so much more for the community than books, involved with other organization, including all ages for many programs available to the community all due to Diana's hard work, notes appreciation for her efforts.

Diana Furukawa appreciates the recognition noting her career has been an amazing journey and appreciates the working relationships she has maintained with the town and states she is grateful for her team.

Town Manager's Report – none;

New Business: Time in at -6:05 pm; Ordinance #1-2026 ORDINANCE #1-2026 PROVIDING FOR: An Adoption of Chapter 51, Disorderly Property, of the Code of the Town of Millinocket BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MILLINOCKET that the attached Disorderly Property Ordinance is hereby adopted as Chapter 51 of the Millinocket Code. IT IS FURTHER ORDAINED that the Town Clerk make appropriate changes to incorporate this chapter into the Millinocket Code and distribute new pages to all persons known to have a copy of the Code. IT IS FURTHER ORDERED that this ordinance take effect 30 days after enactment.

Motion-Gould

Second-Danforth

1st Reading: 1/8/2026.

Council Comment: Chair Bragdon informs the ordinance came about in collaboration efforts of the CEO, Town Manager, Town Attorney, and Police Department with community concerns and discussions; *TM Jamieson informs desire and demand from elected officials and community members requesting the town's code and ordinances need "teeth" whether for the CEO, Police Department, or Fire Department responding to violations/concern calls; tow years of research, last three years CEO department improvements for functional processes with up to date status of operations; modernizing code book, violations with in ordinances with not a lot of legal action with current code; many complaints of violations; researching many towns/municipalities have similar ordinance adopted to local needs to institute code violations, informs the town attorney states this ordinance is not government overreach; clarifies the town is not policing arbitrarily, notes if passed this ordinance will support law enforcement action to follow through with complaints pertaining to code violations. Chair Bragdon stated that if passed, we town has it in place and will be available if needed, specifies for nuisance complaints; Corporal Fitzgerald via Zoom recognized efforts of the Town Manager, Code Enforcement, and Fire Chief bringing this forward, acknowledges disorderly conduct law of the State- PD has to witness behavior to enforce and can only give a warning if unwitnessed and notes he understands the community's concerns and frustrations, informs if passed the town ordinance would allow actions to follow through with ongoing complaints; provided examples of ongoing complaints visiting one property over 20 times in a 12 month period not adhering to warnings; states ordinance gives more options with continuous disorderly properties, confirms the Town is not overreaching, states this ordinance adds tools to improve quality of life, benefiting the community, states intentions to bring forward to neighboring municipalities and anticipates other communities to adopt similar ordinance.

Tom Malcolm CEO, informs this came about from numerous calls on certain properties with a lot of variances for disorderly complaints; clarifies this is separate from property maintenance; informs this ordinance is a way to make it easier for neighbors and law enforcement to handle disorderly conduct appropriately.

*TM Jamieson provides types of complaints-fireworks, canons, informs many ways to utilize this tool with complaint and confirmation of complaint able to address with more enforcement, including mediation process, lawsuit, fines, and other property issues.

Chair Bragdon states his support; read attorney email and submitted into minutes: Subject: Justification for Disorderly Property OrdinancePeter- We have discussed the reasoning for enacting a disorderly property ordinance in Millinocket. This Ordinance would be adopted and enacted pursuant to and consistent with the Municipal Home Rule Powers as provided for in Article VIII, Part 2, Section 1, of the Constitution of the State of Maine, and Title 30-A M.R.S.A. § 3001. Both the constitution and the statute allow the Town Council to establish ordinances which are for the benefit of the municipality and its residents. The Town Council has the right to establish ordinances under its home rule authority and there is a rebuttable presumption that any ordinance made under its home rule authority is valid, so long as it does not frustrate any state law.

In Millinocket's proposed Disorderly Property Ordinance, The Town Council states under its legislative findings section that "The Town has a substantial and compelling interest in protecting the health, safety, property, and welfare of its citizens and the neighborhoods affected by chronic unlawful or nuisance activity." Many Maine communities around the state have adopted a disorderly property ordinance as a way to regulate events or conditions which would unreasonably disturb the community, the neighborhood, or an ordinary individual of normal sensitivities at or beyond the property line. This ordinance is not an attempt to regulate individual's behavior in their own home or on their property so long as the activity does not unreasonably disturb the community, the neighborhood, or an ordinary individual of normal sensitivities at the property line. Please let me know if you need any further information. Cindy, Cynthia M. Mehnert, Esq.

Farrell Rosenblatt & Russell.; addresses Facebook comments and emails concerning government overreach, states facebook comments should not be a source of information, encourages directly contacting local officials, states this ordinance is not government overreach informing it is a tool to support government business.

Councilor Gould understands concerns, wants to support and strengthen community noting this ordinance is a step in the right direction.

Councilor Runyon acknowledges this ordinance allows the officer to use discretion on a case-by-case scenario; notes this is a well written document.

Councilor Pelletier agrees and supports ordinance, being really pleased with how it is written allowing ample time for corrective action.

Public Comment: Aaron McCluskey was 216 Pamola Park now 15 New Hampshire St., states he had to move because of this issue with ongoing complaints that seemed to not be rectified, noting he and his partner feeling unsafe; states his support for this ordinance noting it is great for the town.

Scott Bouchard Tucker Pond Rd., suggests including vacant properties be addressed; Chair Bragdon informs the council and admin are actively looking into this; *TM Jamieson informs other federal laws actively pursuing, generally take 2-3 years from beginning to conclusion; Scott notes this ordinance would be great if vacant properties added to verbiage.

Nancy Theriault 424 Poplar St., agrees to add vacant properties noting concerns with current state of multiple vacant properties in town, any effort to clean up would be support; concerns if owner of rental properties is handled with complaint as well as renter.; Tom CEO- informs it has been an ongoing issue to locate or reach an actual vacant property owners without being a corporation, especially with commercial properties, understands concerns with hopes to addressing them.

CRPL. Fitzgerald informs the course of action pertaining to a rental and disorderly complaint would be to contract property owner ultimately be responsible and discretions will have to be used, notes importance for owners to understand ordinance, will work with town and owner to remediate the issue, discretion based and window of opportunity to rectify actions; *TM Jamieson acknowledges 51-8A-Notification of Disorderly offense, specifies timeframe for notification process; PD informs property owner of incident with complaint, states certified mail is sufficient notification for civil penalty.

Time out -6:37 pm.

ORDER #1-2026 PROVIDING FOR: Execution of the Town Warrant for December 22, 2025
IT IS ORDERED that the Town Warrant for December 22, 2025 in the amount of \$323,393.90 is hereby approved.

Motion- Danforth Second-McLaughlin Vote 6-0

Council Comment: Noted larger expenses- Boynton, Hol & Tanner, Millinocket Memorial Library, East Millinocket Police Department-Contract, Versant Power. Public Comment: none

ORDER #2-2026 PROVIDING FOR: Execution of the Wastewater Warrant for December 22, 2025
IT IS ORDERED that the Wastewater Warrant for December 22, 2025, in the amount of \$20,192.10 is hereby approved.

Motion-Danforth Second-McLaughlin Vote 6-0

Council Comment: Town of Millinocket; Public Comment: none

ORDER #3-2026 PROVIDING FOR: Execution of the Town Warrant for January 8, 2026
IT IS ORDERED that the Town Warrant for January 8, 2026 in the amount of \$121,425.99 is hereby approved.
Motion- Danforth Second-McLaughlin Vote 6-0
Council Comment: Noted larger expenses- Dead River, Elan Financial, Maine Water, MWS, Northern Timber Cruisers. Public Comment: none

ORDER #4-2026 PROVIDING FOR: Execution of the Wastewater Warrant for January 8, 2026
IT IS ORDERED that the Wastewater Warrant for January 8, 2026, in the amount of \$3,181.71 is hereby approved.

Motion-Danforth Second-McLaughlin Vote 6-0

Council Comment: none; *Public Comment:* none

ORDER #5-2026 PROVIDING FOR: Approval of an Application for a Malt, Vinous and Spirituous Liquor License for Hang Wong Chinese Restaurant IT IS ORDERED that the Millinocket Town Council approves the attached application for a malt, vinous and spirituous liquor license is hereby approved for:

Hang Hong yang Corporation, 973 Central Street, Millinocket, ME. d/b/a Hang Wong Chinese Restaurant, Business Address: 973 Central Street, Millinocket

Motion- McLaughlin Second-Pelletier Vote 6-0

Council Comment: none; *Public Comment:* none

ORDER #6-2026 PROVIDING FOR: Approval of an Application for an Entertainment License for Hang Wong Chinese Restaurant. IT IS ORDERED that the attached application for an Entertainment License is hereby approved for: Hang Hong Yang Corp., Deng Xiu Yang, 27 Pamola Pk., Millinocket, ME. d/b/a Hang Wong Chinese Restaurant, Business Address: 973 Central Street, Millinocket

Motion- Runyon Second- McLaughlin Vote 6-0

Council Comment: none; *Public Comment:* none

ORDER #7-2026 PROVIDING FOR: Approval of an Application for Malt, Vinous and Spirituous Liquor License for Elks Lodge BPOE #1521. IT IS ORDERED that the Millinocket Town Council approves the attached application for a malt, vinous and spirituous liquor license is hereby approved for: BPOE of Millinocket, 213 Aroostook Ave., Millinocket, ME. d/b/a Elks Lodge #1521, Business Address: 213 Aroostook Ave., Millinocket

Motion-Gould Second-Runyon Vote 6-0

Council Comment: none; *Public Comment:* none

ORDER #8-2026 PROVIDING FOR: Approval of an Application for an Entertainment License for Millinocket Elks. IT IS ORDERED that the attached application for an Entertainment License is hereby approved for: BPOE of Millinocket, 213 Aroostook Ave., Millinocket, ME. d/b/a Elks Lodge #1521, Business Address: 213 Aroostook Ave., Millinocket

Motion-Pelletier Second-McLaughlin Vote 6-0

Council Comment: none; *Public Comment:* none

ORDER #9-2026 PROVIDING FOR: Approval of an Application for Malt, Vinous and Spirituous Liquor License for Scootic In. IT IS ORDERED that the Millinocket Town Council approves the attached application for a malt, vinous and spirituous liquor license is hereby approved for: Scootic In, Inc., 70 Penobscot Ave., Millinocket, ME. d/b/a Scootic In Restaurant, Business Address: 70 Penobscot Ave., Millinocket

Motion-McLaughlin Second-Danforth Vote 6-0

Council Comment: one; *Public Comment:* none

ORDER #10-2026 PROVIDING FOR: Approval of an Application for an Entertainment License for Scootic In Restaurant. IT IS ORDERED that the attached application for an Entertainment License is hereby approved for: Scootic In, Inc., 70 Penobscot Ave., Millinocket, ME. d/b/a Scootic In Restaurant, Business Address: 70 Penobscot Ave., Millinocket.

Motion-Runyon Second-Gould Vote -0

Council Comment: none; *Public Comment:* none

Reports and Communications:

- a. Warrant Committee for January 22, 2026 Council meeting will be Councilor Gould and Councilor Mackin.
- b. Chair Committee Reports: Councilor Danforth-Age Friendly meeting Tuesday 1/13/26 at the Millinocket Memorial Library, will have the three-year action plan to report back to the council. Chair Bragdon- has determined chair committees as tasks force; Fire/EMS Danforth/Bragdon, School-McLaughlin/Danforth, Code-Gould/Bragdon, actively researching options for a tri-town action plan.
- c. Two Minute Public Comment: *TM Jamieson informs the new Millinocket Fire Truck is featured in a calendar.
Chair Bragdon addressed a citizen's request how to be more involved to stay informed about town business, informs to contact local officials instead of using social media; town clerk informs multiple forms of messaging systems are available for all communications; *TM Jamieson notes the open lines of communications are underutilized.

Motion to adjourn at 6:51 p.m. –McLaughlin, Second –Danforth, Vote 6-0

Diana M. Lakeman Town Clerk 1/20/2026

A RESOLUTION HONORING MELISSA CROCCO FOR HER VOLUNTEERISM FOR THE TOWN OF MILLINOCKET

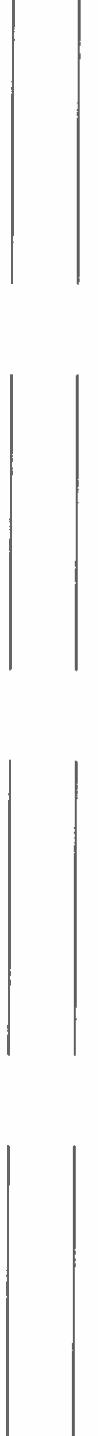
WHEREAS Melissa has volunteered for the Community Initiatives Department, specifically in Community Events; and

WHEREAS Melissa has helped establish numerous events and programs such as the Town of Millinocket Scholarship Fund, Back to School Supply Giveaway, Annual Whoopie Pie Bake Off, Bandstand Jams, and Community Movie Nights; and

WHEREAS Melissa helped build a team of youth volunteers who are excited to participate, have a voice, and give back to their community; and

WHEREAS many who have attended Town of Millinocket Events have commended Melissa for her kindness, dedication to Town events, and her passion for creating community.

NOW, THEREFORE, BE IT RESOLVED that the Millinocket Town Council, in council assemble on January 22nd, 2026, does hereby recognize, honor, and thank Melissa Crocco for her commitment to volunteerism, and to the Millinocket community.

 Diana Lakeman, Town Clerk

ORDINANCE #1-2026

PROVIDING FOR: An Adoption of Chapter 51, Disorderly Property, of the Code of the Town of Millinocket

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MILLINOCKET that the attached Disorderly Property Ordinance is hereby adopted as Chapter 51 of the Millinocket Code.

IT IS FURTHER ORDAINED that the Town Clerk make appropriate changes to incorporate this chapter into the Millinocket Code and distribute new pages to all persons known to have a copy of the Code.

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

First Reading: 1/8/2026 (6-0)

Second Reading: _____

Effective Date: _____

Town Council:

Council Chair: _____ ATTEST: s/ Diana M. Lakeman

**TOWN OF MILLINOCKET
PUBLIC HEARING
ORDINANCE #1-2026
DISORDERLY PROPERTY, CHAPTER 51
CODE OF THE TOWN OF MILLINOCKET**

The Millinocket Town Council will hold public hearings on the proposed adoption of Chapter 51, Disorderly Property, to the Town of Millinocket Code. The hearings will be held during the Council meetings of January 8th, 2026 and January 22nd, 2026 in the Council Chambers located in the Municipal Building at 197 Penobscot Avenue, and via Zoom, beginning at 5:30 PM.

Dated at Millinocket, ME

Diana M. Lakeman

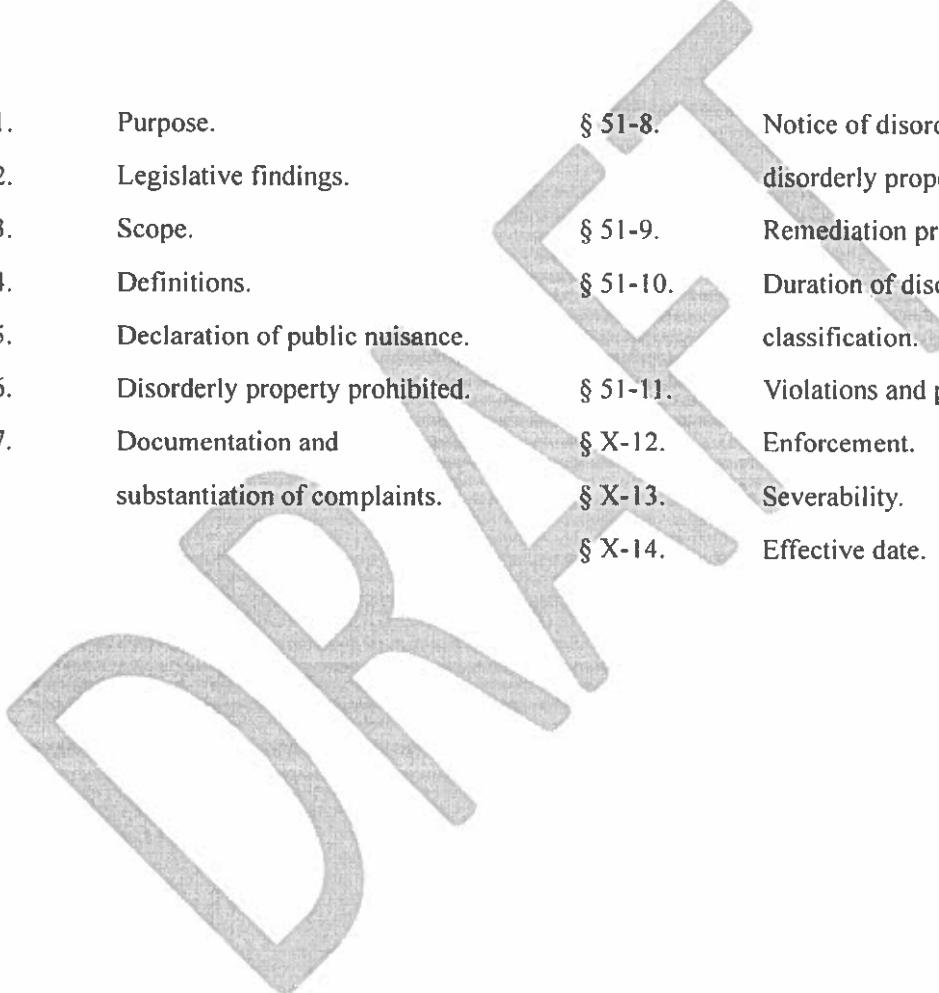
Diana M. Lakeman

Town Clerk

December 12, 2025

Chapter 51

DISORDERLY PROPERTY



§ 51-1.	Purpose.	§ 51-8.	Notice of disorderly events or disorderly property.
§ 51-2.	Legislative findings.	§ 51-9.	Remediation process.
§ 51-3.	Scope.	§ 51-10.	Duration of disorderly property classification.
§ 51-4.	Definitions.	§ 51-11.	Violations and penalties.
§ 51-5.	Declaration of public nuisance.	§ X-12.	Enforcement.
§ 51-6.	Disorderly property prohibited.	§ X-13.	Severability.
§ 51-7.	Documentation and substantiation of complaints.	§ X-14.	Effective date.

[HISTORY: Adopted by the Town Council of the Town of Millinocket (date) by Order **** (Code information).

§ 51-1. Purpose.

The purpose of this chapter is to protect the health, safety, and welfare of the residents of the Town of Millinocket by eliminating the proliferation of properties harboring occupants who disturb the peace and tranquility of their neighborhoods.

§ 51-2. Legislative findings.

The Town Council hereby finds that:

- A. The Town has a substantial and compelling interest in protecting the health, safety, property, and welfare of its citizens and the neighborhoods affected by chronic unlawful or nuisance activity.
- B. Chronic unlawful or nuisance activity of various kinds on and near disorderly properties adversely affects the health, safety and welfare of citizens and diminishes the quality of life in neighborhoods where this chronic activity occurs. Chronic unlawful or nuisance activity constitutes a public nuisance and should be subject to abatement.
- C. The existing ordinances and enforcement processes do not adequately control chronic unlawful or nuisance activity or its detrimental effects on citizens and neighborhoods where such chronic activity occurs.
- D. Establishing the regulatory scheme contained herein will alleviate the problems created by chronic unlawful nuisance activity through early intervention by the Police Department.

§ 51-3. Scope.

This chapter shall apply to the owner(s) of all residential property, as defined in § X-4, located in the Town of Millinocket.

§ 51-4. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

DISORDERLY ACTIVITIES — Situations created, originating, or conducted within a building or within the boundaries of the property on which a building is located by the owner, occupants, tenants, or customers thereof, or the visitors to any such owner, occupant, tenant, or customer, which would unreasonably disturb the community, the neighborhood, or an ordinary individual of normal sensitivities at or beyond the property line, including but not limited to:

A. **Disorderly Conduct:**

Loud music; loud or otherwise disruptive gatherings; excessive, loud or unnecessary noises audible beyond the property line; (in accordance with MRSA Title 17-A Section 501)

B. **Fireworks or other explosives prohibited by Town of Millinocket Code;**

C. **Altercations occurring on the property, such as fighting, brawling or similar activities;**

D. **Out-of-control individuals or disorderly conduct;**

E. **Drug and/or alcohol-related offenses; or**

F. **Other similar activities occurring within or outside any building located on the property.**

DISORDERLY EVENT — Any twenty-four-hour period commencing at noon and ending at noon on the following day during which a police officer observes or the Police Department receives one or more complaints of a disorderly activity to which the Police Department responds and substantiates that a disorderly activity has occurred as outlined in § X-7 of this chapter. The Police Officer shall have sole discretion in determining whether a disorderly event has occurred.

DISORDERLY EVENT NOTICE — A document summarizing the findings of the officer investigating a complaint or the officer's observations. The notice shall contain the time, the property identification, the identification of the officer, basis of the complaint or observations, citation of this chapter and identification of the provisions violated and other items deemed appropriate by the Officer.

DISORDERLY PROPERTY — Any residential property for which a Police Officer has notified the owner that the Police Department has documented and substantiated two or more disorderly events occurring on the property within 180 days.

OWNER — Any person, including any legal entity, having the right of legal title or the beneficial interest in a residential property or any portion thereof, as that interest is recorded in the tax records of the Town of Millinocket or the Registry of Deeds of Penobscot County.

POLICE OFFICER — Any Police Officer with jurisdiction serving within the Town of Millinocket.

RESIDENTIAL PROPERTY —

- A. **Lot(s), plot(s), or parcel(s) of land on which a residential building(s) or a building(s) of mixed occupancy is located, or vacant land zoned residential;**
- B. **Residential building(s), including one-family dwelling(s), multiple-family dwelling(s), and rooming houses or boardinghouses;**
- C. **Residential occupancies in building(s) of mixed occupancy;**

D. For the purpose hereof, a "mixed-occupancy building" means a building used for any purpose that also contains a residential occupancy therein.

§51-5. Declaration of public nuisance.

- A. A disorderly property is hereby declared to be a public nuisance.
- B. The owner of a residential property shall provide sufficient control, oversight, monitoring, and management of the property to prevent the same from becoming a disorderly property.
- C. The owner of a disorderly property shall be responsible for taking all necessary measures to abate or eliminate the public nuisance.

§ 51-6. Disorderly property prohibited.

No owner of residential property shall maintain or allow to be maintained or to exist on the owner's property a disorderly property as defined in this chapter. Each and every day that a disorderly event shall be permitted to occur on the property after it becomes classified by a Police Officer as a disorderly property shall constitute a separate offense.

§ 51-7. Documentation and substantiation of complaints.

The Police Department shall document all responses to observations or complaints of disorderly activities. In the absence of a complaint, an officer may investigate a disorderly activity based upon the officer's own independent observation. The officer(s) responding to a disturbance complaint or the officer's own observation shall, at the officer's sole discretion, classify each incident as either a substantiated disorderly activity or as an unsubstantiated complaint or observation. The officer(s) shall identify all properties that are the object of the complaint or observation. The officer shall issue a verbal and/or written warning to any person observed by the officer to be present at the property that is the object of the complaint or observation, advising them to cease any further disorderly activity on the property. The responding officer(s) need not identify a single individual associated with the complaint or observation at the property.

§ 51-8. Notice of disorderly events or disorderly property.

Whenever a Police Officer determines that a disorderly event has occurred, the officer shall notify the owner of the property as to their findings according to the number and frequency of prior disorderly events, if any, as provided below.

- A. First disorderly event. At the earliest possible time, but within not more than seven days after the first disorderly event at a property, the Police Officer shall notify the owner of the property that a disorderly event has been documented. The notice shall describe the nature of the event and advise the owner that continued disorderly events may result in the property being classified as a disorderly property under this chapter. The notice shall further inform the owner of the applicable provisions of this chapter and encourage the owner to take such steps as may be necessary to prevent future disorderly events. Copies of the notice shall be provided to any tenant(s) of dwelling units associated with the disorderly event, the Town Manager, and the Code Enforcement Officer.
- B. Second disorderly event. At the earliest possible time, but within not more than seven days after the second disorderly event at a property, the Police Officer shall serve the owner with a copy of this chapter and a disorderly event notice advising the owner that the Police Department has documented a second disorderly event at the owner's property. In the event that the property has accumulated at this time two disorderly events within a 180-day period, the Police Officer shall further notify the owner that the property has been classified as a disorderly property and that the owner is in violation of this chapter and is subject to a remediation process as set forth in § X-9 of this chapter. Copies of the disorderly event notice shall be provided to any tenant(s) of dwelling units associated with the disorderly event, Town Council members, the Town Manager, Code Enforcement Officer, and the Fire Chief.
- C. Method of service.
 1. For the purposes of this section, notices to the owner shall be served simultaneously in two ways:
 - a. By certified mail, with address correction and return receipt requested; and
 - b. By first-class mail with address correction requested.
 2. For the purposes of this section, a mailing to the owner at the address maintained in the records of the Assessor shall constitute adequate notice. Service may also be made by any alternative method authorized by state law or the Maine Rules of Civil Procedure. If the owner has provided the Police Department or Town Clerk with written notification of the name and address of a duly authorized agent, notice may be served on the agent.

§ 51-9. Remediation process.

Once a property has been classified as a disorderly property by the Police Officer, the owner shall be required to undertake a plan of remediation to abate and eliminate that public nuisance in accordance with this section.

- A. The owner, or the owner's duly authorized agent, shall meet with a representative of the Police Department or their designee within 14 days of the notice of the disorderly property classification.
- B. At the time of this meeting the owner, or the owner's duly authorized agent, shall provide to the Town the following documentation:
 1. A list of all dwelling units and their postal or Emergency 911 address designations as they are located on the property;
 2. A list of the names of all tenants and other authorized occupants of the property at the time of the disorderly property classification, and the dwelling units that they occupy.
 3. A copy of the terms and conditions contained in any occupancy agreement(s) or other lease document(s) agreed to by tenants of the disorderly property (confidential personal or financial information may be omitted).
 4. Documentation of any other written or verbal arrangements authorizing occupancy of the disorderly property that may exist in addition to a lease agreement.
- C. At the time of this meeting, the representative of the Police Department or their designee shall provide to the owner, or the owner's duly authorized agent, a complete record of all municipal actions that involved the property in question that were taken in the 360-day period preceding the disorderly property classification, including but not limited to records of all disorderly events, disturbance complaints, code enforcement complaints or inspections, and fire-safety inspections or offenses.
- D. **Remediation agreement.** At the meeting, the owner, or the owner's duly authorized agent, must agree to take effective measures to address the disorderly property, which measures must be satisfactory to the Police Department and shall be memorialized in a written agreement at the conclusion of the meeting. Remedial measures identified in the agreement shall be implemented within 14 days of the meeting, and a written report describing the implementation of the remedial measures shall be submitted to the Police Department within 21 days of the meeting. The Police Department and the owner, or the owner's duly authorized agent, shall sign this written agreement, and copies shall be provided to the members of the Town Council and the Town Manager. In the event that the owner or the owner's duly authorized agent fails or refuses to enter into such a written agreement, the Police Department may pursue an enforcement action as authorized under § X-12. Furthermore, in the event that the owner or the owner's duly authorized agent fails to implement the remedial measures, file the written report or otherwise meet the obligations of the agreement within the applicable timetable to the satisfaction of the Police Department, the Department may pursue an enforcement action under

E. If the owner enters into a remediation agreement acceptable to the Police Department, the Department may delay commencement of an enforcement action if, in the opinion of the Police Department, the owner is making a good-faith effort to implement the remediation agreement and no new disorderly event occurs on the property.

§ 51-10. Duration of disorderly property classification.

The disorderly property classification shall be removed from the property by the Police Department upon the Department's determination of all of the following:

- A. The passage of 180 days from the date of the last disorderly event without the occurrence of any substantiated disorderly events;
- B. Payment of all civil penalties and costs arising from any enforcement action;
- C. Verification by Town official(s) that all deficiencies, if any, discovered during any inspection under § X-9 have been corrected; and
- D. Satisfactory implementation of the remediation agreement required under § X-9.

§ 51-11. Violations and penalties.

Any person who is found to be in violation of any provision of this chapter shall be subject to a civil penalty of \$500 to \$1,000. Each violation of a separate provision of this chapter, and each day of violation, shall constitute separate offenses. In addition, if the Town is the prevailing party in an enforcement action, said person shall also be liable for all reasonable expenses incurred by the Town in the enforcement of this chapter, including, but not limited to, staff time, attorneys' fees, and other relative costs. All civil penalties shall incur to the benefit of the Town of Millinocket.

§ 51-12. Enforcement.

- A. It is a further violation of this chapter for any owner to:
 1. Refuse to meet with the Police Department as required by § X-9, or to have the owner's duly authorized agent meet with the Police Department or their designee.
 2. Refuse to enter into a written remediation agreement as required by § X-9.
 3. Fail to fully implement the remediation agreement in compliance with the timetable specified in the agreement.

4. Fail to abate or eliminate the disorderly property public nuisance.
5. Fail to submit the written report to the Police Department as required by § X-9.

B. The Police Department, with the approval of the Town Manager, is authorized to institute, or cause to be instituted, any and all actions and proceedings, either legal or equitable, that may be necessary or appropriate to enforce the provisions of this chapter and to seek the abatement and elimination of the disorderly property public nuisance.

§ 51-13. Severability.

In the event that any provision of this chapter is held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, the remaining provisions of the chapter shall not be invalidated.

§ 51-14. Effective date.

The provisions of this chapter shall take effect as of _____.



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Town Manager's Report – 1.22.26

FY27 Municipal Budget:

Work is underway for our FY27 Municipal Budget! We are eagerly reviewing finances and working toward drafts to bring forward for workshops and special hearings over the months of March and April. Provided all goes well, we plan present our finalized FY27 budget for adoption on April 23rd.

The full tentative workshop and special hearing schedule has been distributed to staff and the council. We will advertise publicly as we get closer to those meetings.

143 Medway Road:

Seeking input on how the council would like to proceed with this property. This does not fall under the Tax Acquired Property Law, so we have options.

1. Offer to Neighbor
2. List on real estate market
3. Put out to bid

Family of former property owner and current owner of adjacent property, Mr. Robinson, has expressed interest in purchasing it from the Town. She spoke about building a home on it and moving back from Medway at some point.

Financial Update – Moved to February 12th



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Public Works:

- Safetyworks Maine visited the Public Works Garage to conduct fork truck and machinery training.
- Responded to multiple winter events requiring plowing and/or salting sanding.
- Conducted multiple night time clean-ups of the downtown area.
- Assisted East Millinocket with our bucket truck to install Christmas lights
- Partially removed a beaver dam under Katahdin Ave Bridge
- Cleaned up trees and debris following a December wind storm
- Assisted the MFD by sanding a fire scene on Prospect St
- Removed Christmas lights and decorations on Penobscot Ave
- Removed the Christmas Tree in the bandstand on Penobscot Ave
- Responded to two after hours calls of sewer backups
- *PLEASE* help us do our jobs by not parking on the street or tree belts or road sides during snow storms. This action prevents us from clearing the streets and increases the risk of accidents.

Transfer Station:

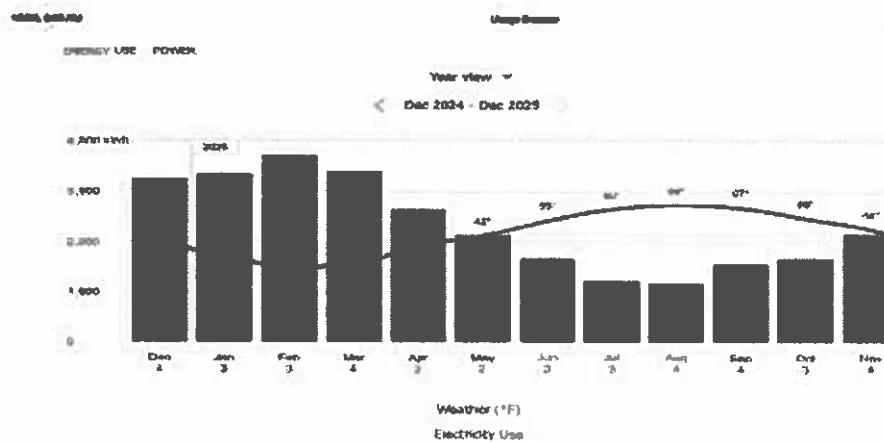
- The brush pile has been ground and removal has begun. Removal of the material is almost complete.
- This is a reminder that any refrigerator or freezer brought to the transfer station for disposal needs to be empty, and all grates, trays, or compartments need to be removed.
- *The contractor that grinds the brush has requested that nothing longer than 8 feet be brought to our brush pile. Anything longer than that plugs the grinder.
- As always, we are accepting all the cardboard, plastic jugs and tin cans that we can get for recycling. Help us keep as much waste as possible from ending up in the landfill.



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- Northeastern Insulation Service installed custom made insulation blankets on the compactor hydraulic units. These are meant to reduce the electrical consumption of the unit heaters inside the tanks. The graph below shows the energy usage VS average temperature. It is clear the energy use spikes during the colder months.



Code / Public Health & Safety

- Reappointed to National Fire Protection Association Education Board to represent Maine as its delegate.
- Followed up on complaints received concerning items on properties around the community.
- Continued follow-up inspections for permits that have been issued.
- Appointed to LOSAP committee for State of Maine.
- Presented Subdivision plan for Our Katahdin Biofuel to planning board and was approved.
- Continued to monitor progress on renovations at MRH staying a little ahead of schedule.
- Continue to get requests for Roof Mounted Solar Panel projects in the community and issue permits for these projects.
- Following up on projects that are ongoing without permits



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- Continuing to take a series of webinars around FPW message "Charge Into Fire Safety" on teaching important safety practice when handling, charging, and storing lithium-batteries.
- Office has been busy with many questions and people looking for information and help with what is needed for permitting a project.
- Continuing to work with contractors and owner of 240 Penobscot Ave and renovations being made to the building, attended ribbon cutting.
- Conducted LSC inspections with clients for assistance.
- Working with contractors on various projects and answering questions.
- Continue to work with Amber W. on community events and creating new opportunities for events to benefit our community.
- Attended new updates for CODE in Maine.
- Delivered Sand Buckets to citizens as part of project.
- Attended Council meetings.

Thomas Malcolm CEO, LHO, LSO, FLSE, JFS II, Retired Fire Chief

Airport:

- The G.A.R.D. system has recorded 77 aircraft operations as of 1-16-2025.
- The unusual winter weather has created some challenges to keeping the runways ice free.
- We have had one more aircraft move to Millinocket, bringing the total to nine new residents in just over a year.
- The new Agas system is now installed and working, with just a few bugs left to fix.
- As of this week, we are now fully staffed. Our year-round part-time position was filled back in September, and our seasonal part-time position was filled on 1-12-2025.
- Ski plane operations have been steady in spite of the limited amount of snow cover.

Jeff Campbell - Airport Manager



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Wastewater Treatment:

- The Wastewater Treatment Plant treated 16, 462 million gallons of wastewater for the month of December. BOD was 97 percent removal and TSS was 99 percent removal. The plant is running very well and doing what it is designed to do. I performed a Mercury test in the month of December and received a result of 0.00095 Parts Per Trillion. This number is low which is great news. We have had great yearly results since 1998.
- Other news is the Main pump station upgrade is finally wrapping up and is working as planned. We are learning its capabilities and making some adjustments in some of the process. Everett Kirk and I are still in the learning process. Olver and associates and T Buck Construction have been very helpful in this transition. They are a phone call away.
- We continue to do our very best every day to ensure everything is running smoothly and properly. We follow State and Federal laws in treating wastewater from the town. This time of year, we keep up on mandatory training and continue performing daily maintenance. All and all things on going very well here at Millinocket Wastewater.

Jason Ingalls – Superintendent of Wastewater Treatment

Town Clerk/Tax Collectors Office:

Totals include November 20, 2025, through January 16, 2026: Receipt Summary report which provides by receipt type, the number of transactions and total dollars processed at the Town Office. In summary, \$3,271,206.25 were collected, which involved 3088 transactions processed in Trio. *Report Attached

- FY24/25 Real Estate & Personal Property – Delinquent Account Balances *Reports Attached
 - Real Estate as of 1/16/2026: Lien Summary \$117925.85; 81 Accounts; (-\$5,587.17;6)
- FY25/26 Tax Billing - Commitment date: 10/13/2025
 - Due Dates: 1st half 11/13/2025; Interest Date: 11/14/2025
 - 2nd half: 3/13/2026; Interest Date: 03/14/2026
 - Real Estate as of 1/16/2026: \$2,228,587.46; 1710 Accounts.
 - Personal Property as of 1/16/2026: \$68,363.50; 83 Accounts.
- Sharon is in the process of contacting delinquent tax Foreclosure properties for last attempt efforts to retrieve payments before mandatory foreclosure date 2/1/26.
- Preparing Department Budget
- FY 23/24 Annual Report
- November and December month end reports for Vital Records, IF& Wildlife, and Dogs were reconciled & payments sent to all State agencies accordingly.
- Weekly Motor Vehicle reports are current, reconciled, & submitted to BMV.
- Municipal Referendum Charter Amendments distributed and advertised available in office.



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- Large increase in Vital Record requests and sales with impending Real ID requirements
- Advertising – Election, Closure Notices, Board/Committee vacancies and Public Hearings.
- Marriage and Cemetery –Recording sales, deeds, maps, and electronic/card files.
- Council meeting minutes.
- Swearing in newly appointed first responders, elected officials, board, and committee members.
- Fulfilling requests for tax billing and account information, providing normal daily requests of motor vehicles, 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, reminders sent to expiring/expired committee/board members, returning phone messages and inquiries.
- Continued restoration efforts of vital records by filing, indexing, and storage.

Elections Department:

- Meet all SOS (Secretary of State) post-election deadlines required for the 11/4/2025 State Referendum, including final step- entering VPH (Voter Participation History)
- Preparing for new roll out of CVR; Maintaining voter registration files: Electronic AVR/OVR/BMV, Agency death acknowledgments, in person requests.

Other Items:

- **Boards/Committees** – Available Seats – **SEEKING VOLUNTEERS**
 - Recreation Advisory Committee: (1) Partial Term to expire 2/2026
 - Personnel Appeals Board (1) Partial Term to expire 11/2026
 - Board of Appeals (1) Full 3-Year Term
- **2026 Dog Registration** – Due by 1/31/26; Mandatory Late Fee \$25 2/1/26, Available Online or in person. www.maine.gov; Rabies Vaccination Cert. required.

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

Fire & Ambulance:

- Chief Cote attended various committee meetings
- Chief Cote attended the Penobscot County Fire Chiefs Meeting.
- Chief Cote attended the Maine EMS Region 3 Council Meeting.
- Chief Cote attended the Maine Healthcare Coalition Leadership Meeting.
- Chief Cote attended the Maine Fire Service Institute Instructor Meeting on the new Firefighter I & II Curriculum for the State of Maine.



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- Chief Cote attended the Katahdin Area Chiefs Workgroup Taskforce Meeting on Mutual Aid groups.
- Chief Cote attended the Regionalize Meetings along with other town officials from Millinocket and East Millinocket, and County Officials.
- Chief Cote attended the American Red Cross Volunteer Engagement Meeting for the Katahdin Area.
- Chief Cote & Treasure McLeod met with AMB on monthly touch base meeting on Ambulance Billing.
- Chief Cote met with Eastern Maine Community College on EMS training for the department.
- Chief Cote & Chief McDunnah has meeting to sit up with Maine DOT to discuss State DOT Road conditions in the area after the tragic accident on Route 157.
- Department Members attended the annual department supper meeting on Tuesday January 6th.
- Department Members attended the annual mandatory bureau of labor training on Saturday January 10th.
- Chief Cote was notified by Maine EMS the Community Paramedicine Grant Round 2 funding will be released sometime in March. Millinocket will receive another amount of \$34,000 to be used towards EMS education and training.
- The new National Emergency Response Incident Reporting tool started up January 1st, the department has started reporting fire incidents to this program, still a few bugs on the State and National end that is being worked out.
- Chief Cote held a meeting with agencies on the After-Action Review of the Millinocket Marathon.
- Chief Cote is currently working with Eastern Maine Community College on a 2-day EMS Seminar to be held in Millinocket.
- Chief Cote has reviewed all the department written programs and plans for the year.
- Chief Cote has worked with LifeFlight of Maine on ground transport contract for transport of flight crews and patients between the airport and the hospital.
- Firefighter/EMT-A Farrington conducted Fit Testing on all department members who wear a respirator, and the hospital reviewed all the medical evaluations for department members.
- Dr. Turnquist trained full-time staff on the new Video Laryngoscopes before being placed in service.
- Basic Fire School is scheduled to kick off on January 24th for the Katahdin Area Departments in Millinocket. Millinocket has two members signed up to attend.
- Fire Extinguishers have slowly started to arrive to be distributed as part of the department's Home Safety Survey Program. More details and a flyer to come very soon.
- Chief Cote is working with Motorola on a grant to update all the department station radios, intercom system, and station bells.
- New paid scale has been put in place for the department paid call members as part of the minimum wage going up.



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- A new AED (Automated External Defibrillator) has been placed in service on the department side by side.
- Department Pressure Vessel was inspected by the State of Maine and passed inspection.
- Firefighter/EMT-B Hakes is currently enrolled in a Firefighter I & II Class in Houlton.
- Chief Cote is enrolled for Fire Officer 4 Class to start in the middle of February in Augusta.
- Hose & Ladder Testing has been scheduled for Spring 2026 with Central Maine Hose Testing.
- One full-time staff member out currently on medical leave.
- One full-time opening remains open currently.
- The department continues to distribute File of Life Cards and Naloxone to residents.
- The department continues to install CO/Smoke Alarms and conduct home safety surveys for residents of Millinocket.

Chief Jonathan Cote – Fire Chief, Emergency Management Director

Library: SEE ATTACHED REPORT
EMPD: PRESENTATION 1/22

Additional Documents Attached:

- Fire & Ambulance -Calls Report
- Town Clerks' Office - Receipts Report
- Tax Collectors Office - Non-Zero Balance Report
- Code Enforcement FY26 Permit Summary

Respectfully Submitted,

Peter Jamieson, Town Manager.

Millinocket Memorial Library Director's Report

December 2025/January 2026

Prepared by Interim Library Director, Nicole Brennan, for Millinocket Town Council, 1.09.2026



LIBRARY UPDATES

Programs

Every Tuesday is Teen Crafter Collab, where a volunteer sets out art supplies in our teen room to encourage our younger patrons to sit & create. It's open-ended and often results in amazing works of art. Some weeks it's 4 kids; some weeks it's a dozen and we have to set up another table. It's always a lot of fun and has become a reliable, low-pressure space for kids to hang out.

Twice a month, we host Senior Chats. This program often features presenters from local organizations and groups. Topics range from local programs available to seniors, to local history, to new businesses coming to our region.

Our puzzle table continues to be one of our most enjoyable passive programs. I lost count of the number of puzzles finished last year, but I'd estimate at least 15 (and they're not small puzzles!). Folks might put a piece or two in place as they pass by, or sit for an hour working on a stubborn patch of snow or sky. It's low-effort but high-impact.

Staffing - New Director Onboarding

We are looking forward to Anna Jensen arriving later this month. Her start will help stabilize staffing following the interim period, and we will share more updates once she is settled.

Help Desk

We're glad to report that the Katahdin Strong effort has raised almost \$35,000 so far this heating season. These funds will help offset recent funding losses affecting several local organizations and will provide meaningful support to households facing high heating costs. Paige Holmes has also been brought on to support this work and has been an effective communicator and initiator, helping to keep the effort moving and well coordinated. This has been a true team effort across partners and volunteers and is a great example of the library's role in supporting community resilience during difficult times.

We saw strong help desk numbers for both December and the year overall. In December alone, we assisted over 60 people, including more than 20 dedicated help desk appointments. Over the course of 2025, we helped more than 600 people, with over 125 appointments since early 2025. Folks who are looking for 1 on 1 assistance with everything from tech help to signing up for services should feel free to call the library to set up an appointment.

Facilities

In November, one of the large window panes in the Children's room was shattered. While we weren't able to identify a specific cause, we were able to rule out anything intentional or malicious. The broken pane is the exterior layer of the window and is not accessible from inside the building; the interior pane remains intact and the window will not be opened during the winter months. We are currently working with Portland Glass to safely remove the shattered glass and replace the pane.

LIBRARY STATISTICS

Patrons	November 2025	December 2025	Change	November 2024
Cardholders	3227	3242	15	2989
Adult Cardholders	2543	2551	8	2344
Youth Cardholders	667	679	12	639
Millinocket Resident Cardholders	2392	2401	9	2229
Out of State Cardholders	85	95	10	73
Circulation	November 2025	December 2025	Change	November 2024
Active Cardholders	326	293	-33	397
Circulation	1050	1018	-32	1058
Active Cloudlibrary Users	34	27	-7	33
Imagination Library Users	181	178	-3	188
Program Engagement	November 2025	December 2025	Change	November 2024

Library Website Visits	2927	2486	-441	1723
Facebook Likes	2092	2098	6	2007
Instagram Followers	754	755	1	719
Adult Programs	11	5	-6	7
Adult Program Attendance	183	26	-157	36
Children's Programs	12	15	3	5
Children's Program Attendance	53	38	-15	44
Community Meetings	12	17	5	7
Community Meeting Attendance	91	80	-11	45
Foot Traffic	2370	2293	-77	1570
Library Volunteer Hours	108	125	17	152
Number of Reportable Incidents	3	2	-1	4

Facilities	November 2025	December 2025	Change	November 2024
Hours Open	144	168	25	151
Computer Sessions	214	353	139	173
Public Meeting Room Use	152	135	-17	100
EV Charges	5	10	5	9
Wifi Connections	<i>No data- router issue</i>			581



FIRE AND AMBULANCE RUNS REPORT FOR DECEMBER 2025

AMBULANCE

Local BLS: 33

Local ALS: 32

Local No Transport: 18

Out of Town BLS: 5

Out of Town ALS: 1

Out of Town No Transport: 1

Police Stage: 2

Public Assist: 10

CHIEF OFFICER CALL IN NO STAFFING: 7

Lost Calls BLS: 10

Lost Calls ACLS (Paramedic): 0

FIREs

Reported Building Fire (False Alarm)-2

Vehicle Fire-1

Electrical Fire (Hospital)-1

Commercial Fire Alarm Activation-2

Report of Smoke in a house- 1

Motor Vehicle Accident with Injuries-1

Motor Vehicle Accident with Injuries (Smith Pond)-1

CO Alarm-2

Utility Problem-5

Aid to the Ambulance-4

Public Assist-7

Assist Police Department-2

Mutual Aid (Fire) to East Millinocket-1

Short Term Rental Campfire Inspections-0

Chief Jonathan P. Cote

Millinocket Fire Department

fire.ems@millinocket.org

Actual Date Between 11/20/2025 and 1/16/2026, Receipt Type Between 1 and 804

Receipt Summary

Type	Count	Amount
1 - MOTOR VEHICLE	6	855.15
3 - ATV REGISTRATIONS	4	575.00
4 - SNOWSLED REG	225	19,598.68
5 - GAME LICENSES	168	8,139.00
6 - DOG LICENSES	258	1,604.00
7 - CODE ENFORCEMENT	30	2,131.75
8 - ASSESSING MISCELLAN	2	2,248.00
11 - TRANSFER SITE	2	1,161.00
12 - TRANSFER SITE RECYC	1	14,886.50
14 - GENERAL ASSISTANCE	3	1,186.42
18 - PAYMENT IN LIEU TAX	1	5,000.00
22 - ADM COPIES /AUDIT	5	7.40
24 - ADMIN	1	1,500.00
26 - NOTARY FEES	9	50.00
29 - TOWN DONATIONS & EVENTS	4	2.00
30 - REV SHARING/BETE	3	503,065.67
32 - LRAP	1	86,100.00
39 - AMB AR COLLECTIONS	1	827.20
41 - CLERK'S OFFICE	4	15.00
42 - CDBG MLKT HIST SOC	3	1,397.58
50 - MUNICIPAL BLDG	2	4,666.66
52 - FIRE & AMBULANCE MISC	2	2,640.00
53 - AMBULANCE PAYMENTS	28	8,723.90
54 - AMULANCE CR CARD PAYMENTS	3	392.25
55 - PUBLIC WORKS ADMIN	1	15.00
57 - SNOWSLED AND ATV	1	33,552.00
59 - WASTEWATER ADMINIST	1	12,500.00
61 - SCHOOL APCON 2597	7	1,807.54
62 - SCHOOL REVENUE 2597	27	883,104.10
63 - VIC/ENT/PED/VND/BUS	6	145.00
65 - PUBLIC WORKS/EXPENS	2	627.86
70 - SCHOOL PAYROLL TAX	15	186,519.40
72 - INSURANCE REIM	1	19,803.30
74 - CEMETERY BILLING	9	5,850.00
79 - CODE ENFORCEMENT	2	500.00
90 - Real Estate Payment	421	907,812.06
91 - Tax Lien Payment	30	19,295.95
92 - Personal Property Payment	29	310,803.94
94 - Utility - Sewer Payment	733	60,102.06
99 - Motor Vehicle	474	141,131.83
100 - WASTE WATER PR TAX	9	8,241.73
101 - ELECTION-REIMBURSE	2	433.82
111 - TRANSFER STICKER TO	392	7,980.00
112 - TRANSFER STICKER UN	83	1,680.00
115 - MISC REIMBURSEMENTS	1	931.50
801 - Death Certificate	13	495.00

Millinocket
12:31 PM

Receipt Search Report

01/16/2026
Page 3

Actual Date Between 11/20/2025 and 1/16/2026, Receipt Type Between 1 and 804

Receipt Summary

Type	Count	Amount
802 - Birth Certificate	46	753.00
803 - Marriage Certificate	17	348.00
	3,088	3,271,206.25

Millinocket
11:20 AM

Non Zero Balance on All Accounts
Tax Year: 20261

01/16/2026
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Real Estate

Acct	Name ----	Year	Original Tax	Payment / Adjustments	Amount Due
Total for 1710 Bills:		1710 Accounts	3,796,998.70	1,568,409.24	2,228,589.46

Payment Summary

Type	Principal	Interest	Costs	Total
A - Abatement	2,373.60	0.00	0.00	2,373.60
C - Correction	-2,772.11	0.00	0.00	-2,772.11
P - Payment	1,533,329.05	0.00	0.00	1,533,329.05
Y - Prepayment	35,478.70	0.00	0.00	35,478.70
Total	1,568,409.24	0.00	0.00	1,568,409.24

Non Lien Summary

2026-1	1710	2,228,589.46
Total	1710	2,228,589.46

No Bills	0.00	0.00	0.00
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Payment Summary

Type	Principal	Interest	Costs	Total
Total	0.00	0.00	0.00	0.00

Lien Summary

Total	0	0.00
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Total for 1710 Bills:	3,796,998.70	1,568,409.24	2,228,589.46
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Millinocket
11:24 AM

Non Zero Balance on All Accounts
Tax Year: 20261 To 20262

01/16/2026
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Personal Property

Acct	Name ----	Year	Original Tax	Payment / Adjustments	Amount Due
Total for 83 Bills:		83 Accounts	143,801.98	75,438.48	68,363.50

Payment Summary

Type	Principal	Interest	Costs	Total
A - Abatement	9.20	0.00	0.00	9.20
C - Correction	-71.75	0.00	0.00	-71.75
P - Payment	74,543.58	0.00	0.00	74,543.58
Y - Prepayment	957.45	0.00	0.00	957.45
Total	75,438.48	0.00	0.00	75,438.48

Non Lien Summary

2026-1	83	68,363.50
Total	83	68,363.50

Total for 83 Bills:	143,801.98	75,438.48	68,363.50
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Millinocket
11:21 AM

Non Zero Balance on All Accounts
Tax Year: 20251 To 20252

01/16/2026
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Real Estate

Acct	Name ----	Year	Original Tax	Payment / Adjustments	Amount Due
914 L	MCRITCHIE, TRENT M	2025	1,179.50	0.00	1,179.50
515 L	MELLO, SUSAN L	2025	2,390.93	0.00	2,390.93
1308 L	MODERY, KEITH L &	2025	1,156.70	0.00	1,156.70
1270 L	MORIN, DONNA J	2025	2,651.57	0.00	2,651.57
445 L	MORRIS, DALE C	2025	1,479.15	213.31	1,265.84
480 L	MORRISON, CATHY L	2025	1,186.52	0.00	1,186.52
1947 L	MORRISON, DONNA I (JT) &	2025	291.28	0.00	291.28
749 L	NAGLE, JUSTIN	2025	2,475.30	0.00	2,475.30
1985 L	NELSON, DANIEL A	2025	5,280.31	0.00	5,280.31
1798 L	NELSON, DANIEL R	2025	187.45	0.00	187.45
1819 L	NELSON, DANIEL R	2025	876.94	0.00	876.94
1080 L	NEW HAMPSHIRE VENTURES LLC	2025	2,534.21	0.00	2,534.21
1143 L	NIQUETTE, MATTHEW A	2025	1,084.69	0.00	1,084.69
1484 L	OLOUGHLIN, KAREN M	2025	2,344.39	0.00	2,344.39
374 L	PELKEY, KENDRA L	2025	456.27	195.40	260.87
611 L	PELLETIER, CHARLES	2025	1,285.42	0.00	1,285.42
647 L	PELLETIER, DANIEL &	2025	1,612.11	0.00	1,612.11
986 L	POTVIN, LLC	2025	1,009.05	0.00	1,009.05
846 L	PURCELL, TAMMY S	2025	2,248.38	0.00	2,248.38
1971 L	QUALIS, JOSHUA DANIEL &	2025	2,664.41	0.00	2,664.41
2143 L	REZENDES, PAUL J	2025	974.66	0.00	974.66
383 L	ROY, JEFFREY L	2025	1,904.69	0.00	1,904.69
597 L	RUSH, ANDREA J HEIRS	2025	2,142.45	0.00	2,142.45
1254 L	RUSH, FRANK W & SONS INC	2025	183.35	0.00	183.35
2545 L	SALIBA, KELLY	2025	1,631.63	0.00	1,631.63
76 L	SHUTE, TINA FRENCH	2025	872.32	197.27	675.05
918 L	SOUND THOUGHT REALTY LLC	2025	1,750.90	0.00	1,750.90
1923 L	SPEED, MISHA	2025	1,011.63	0.00	1,011.63
555 L	THAYER, WILLIAM S	2025	994.50	0.00	994.50
2338 L	WACEKEN, STEPHEN A	2025	2,959.95	0.00	2,959.95
1554 L	WODNICK, FRANK E &	2025	2,571.31	0.00	2,571.31
Total for 81 Bills:		81 Accounts	122,462.62	4,536.77	117,925.85

Payment Summary

Type	Principal	Interest	Costs	Total
C - Correction	-1,069.95	0.00	0.00	-1,069.95
P - Payment	4,288.55	526.72	791.45	5,606.72
Total	3,218.60	526.72	791.45	4,536.77

Lien Summary

2025-1	81	117,925.85
Total	81	117,925.85

Total for 102 Bills: 165,891.22 38,365.49 127,525.73



Code Enforcement Permit Summary

FY26

January

Permit Type	New	Prev. Total	YTD (Calendar)
Alteration	2	40	42
Principal Structure	0	2	2
Accessory Structure	2	9	11
Demolition / Moving	0	6	6
Sign	0	5	5
Fence	0	5	5
Electrical	1	60	61
Plumbing	0	9	9
Yard Sale	0	14	14
Certificate of Occupancy	3	11	14
Site Plan - Major	0	0	0
Site Plan - Minor	0	1	1
Medical Cannabis Business	0	3	3
Subsurface WWT	0	1	1
Change of Use	0	7	7
Certificate of Completion	0	0	0
Short Term Rental	2	14	16
Livestock	0	2	2
Permit Totals	11	182	193
Revenue Totals	\$844	\$15,959	\$16,843

ORDER #13-2026

PROVIDING FOR: Execution of the Town Warrant for January 22, 2026

IT IS ORDERED that the Town Warrant for January 22, 2026 in the amount of
\$ _____ is hereby approved.

Passed by the Town Council _____

Attest: _____

ORDER #14-2026

PROVIDING FOR: Execution of the Wastewater Warrant for January 22, 2026

IT IS ORDERED that the Wastewater Warrant for January 22, 2026 in the amount of \$ _____ is hereby approved.

Passed by the Town Council _____

Attest: _____

ORDER #15-2026

PROVIDING FOR Approval of Carry Forward FY25 Unspent General Fund Budget Items

IT IS ORDERED that the Millinocket Town Council approves the carry forward of \$82,446.63 for the following unspent FY25 Budget items:

COUNCIL	0101-0101	\$5,400.00
ASSESSING OUTSIDE SERVICES	0107-2150	\$8,500.00
ASSESSING MAPS	0107-2037	\$3,250
ECONOMIC DEVELOPMENT	0115-3778	\$30,187.75
SUPPLIES & TOOLS	0204-2034	\$1,436.64
VEHICAL MAINTENANCE	0204-2050	\$6,548.89
UNIFORMS	0205-2052	\$895.91
BUILDING MAINTENANCE	0205-4008	\$8,338.68
PW PAINT/SUPPLIES	0407-2803	\$17,888.76

PASSED BY THE COUNCIL: _____

ATTEST: _____

ORDER #16-2026

PROVIDING FOR Approval of Carry Forward FY25 Unspent Wastewater Budget Items

IT IS ORDERED that the Millinocket Town Council approves the carry forward of \$60,079.49 for the following unspent FY25 Budget items:

CAPITAL IMP PLANT REPAIRS	2800-1387	\$25,302.52
WW CAPITAL IMP SEWER REPAIRS	2800-1395	\$34,776.97

PASSED BY THE COUNCIL: _____

ATTEST: _____

ORDER #17-2026

PROVIDING FOR Authorization to Enter Critical Care Transportation Service
Agreement with Lifeflight of Maine

IT IS ORDERED that the Millinocket Town Council approves the attached
Critical Care Transportation Service Agreement with Lifeflight of Maine.

IT IS FURTHER ORDERED the Town Manager and/or Fire Chief/EMA
Director are authorized to execute and submit the attached agreement and any
related documents.

PASSED BY COUNCIL: _____

ATTEST: _____

**AMBULANCE SERVICE PROVIDER AND LIFEFLIGHT OF MAINE
CRITICAL CARE TRANSPORTATION SERVICE AGREEMENT**

THIS CRITICAL CARE TRANSPORTATION SERVICE AGREEMENT (the “Agreement”) is made and entered into this 8th day of January 2026 by and between The Town of Millinocket Fire Ambulance Department. (“Ambulance Service Provider”), and LifeFlight of Maine, LLC, a Maine limited liability company whose address is 189 Odlin Road, Building 600, Bangor, ME 04401 (“LOM”).

RECITALS:

WHEREAS, Ambulance Service Provider is a Maine licensed emergency medical service which provides services for ill and injured patients; and

WHEREAS, LOM is also a Maine licensed ambulance provider, and seeks episodic and emergency access to an Ambulance and an EMT driver from Ambulance Service Provider to provide ground transportation services for the LOM medical crew and its patients requiring Critical Care Transport (CCT) services; and

WHEREAS, Ambulance Service Provider desires to provide such services and has the necessary equipment, personnel, and Maine EMS licenses to do so; and

WHEREAS, LOM is seeing backup services for when it is unable to provide its own Critical Care Ground Transportation.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants and promises, and provisions set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE I
RESPONSIBILITIES OF AMBULANCE SERVICE PROVIDER**

1.1 **Provision of Services.** Ambulance Service Provider agrees to provide LOM with an ambulance and driver for ground transport of LOM patients to and from medical facilities, airports, and helipads, pursuant to the terms and conditions set forth in this Agreement and as defined in Exhibit A, referred to herein as “Services”.

- a. Ambulance Service Provider shall provide a Type I or III Maine EMS Licensed Ambulance and driver to provide transport for LOM on an on-call as-available basis as defined in Section 1.2 below, 24 hours-a-day, as further provided in Exhibit A. In the event a Type I or Type III ambulance is not available, a type II ambulance may be provided.
 - i. The Driver is preferred to be licensed at the EMT level or higher, however should an EMS licensed driver not be available, a non-EMS licensed driver with current Emergency Vehicle Operator or Ambulance Vehicle Operator certification may be used.
- b. **Interfacility Operations:** Transport LOM flight crew and patient from LOM base or requesting hospital to destination hospital and return.
- c. **Fixed Wing Transport Operations:** Transport the flight crew and patient from the designated airport and/or referring or destination hospital and return the flight crew to the airport as

necessary.

- d. In the event the Ambulance Service Provider requests LOM to provide ground backup for a 911 / Scene response, this Agreement is not applicable, and the Ambulance Service Provider shall retain the right to bill for services provided to patients, and LOM shall retain the right to bill Ambulance Service Provider a backup fee per its fee schedule or as mutually agreed upon by the parties by separate agreement.
- e. To be reimbursed, Ambulance Service Provider shall invoice LOM for services within sixty (60) days of the date of service.

Ambulance Service Provider agrees to be the backup service provider for LOM when LOM is unable to provide its own ground transportation.

1.2 Timeliness of Services. Ambulance Service Provider shall provide all Services on a timely basis, determined as follows:

- a. Ambulance Service Provider will receive LOM activation requests from LOM's dispatch center via phone.
- b. Ambulance Service Provider will use its best efforts to arrive as soon as possible, however, before responding, it will provide LOM an estimated time of arrival subject to LOM acceptance.
- c. For safety reasons, Ambulance Service Provider will solely determine if it cannot respond to an LOM request, or if it should be cancelled en route. Ambulance Service Provider shall immediately notify LOM of such inability to respond or cancellation.
- d. Ambulance Service Provider shall transport all LOM patients received from facilities with or without lights and sirens as directed by the crew of LOM and in accordance with 29-A M.R.S. § 2054, as may be amended, and the Maine EMS Rules.

1.3 Disaster Services. In the event of a major disaster, Ambulance Service Provider shall, subject to Ambulance Service Provider's ambulance, equipment, and manpower availability, reasonably utilize its resources to provide LOM the Services.

1.4 Compliance. Ambulance Service Provider shall perform all Services under this Agreement in accordance with any and all regulatory and accreditation standards applicable to the Services provided. This includes maintaining licensure, in good standing, with Maine Emergency Medical Services, or the equivalent state regulatory authority.

1.5 Policies. Ambulance Service Provider shall comply with rules and regulations, policies, and directives of LOM to the extent provided by LOM to Ambulance Service Provider.

1.6 Client Notification and Agreement to Meet. Ambulance Service Provider shall keep LOM informed of its policies, procedures, and activities relevant to Ambulance Service Provider's obligations under this Agreement and shall meet with representatives of LOM on a regular basis to review procedures, policies, and quality of services. In addition, Ambulance Service Provider and LOM agree to meet on a regular basis, at mutually acceptable times, to discuss and review policies, procedures, quality assurance and general performance issues.

1.7 Insurance. Ambulance Service Provider shall maintain, at all applicable times, comprehensive general liability and professional liability insurance in amounts equal to at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate, and \$1,000,000 Workers Compensation coverage.

Ambulance Service Provider agrees to furnish LOM with satisfactory evidence of such insurance upon written request.

1.8 **Availability and Documentation of Records.** Ambulance Service Provider shall furnish information, records, and other documents related to its services hereunder which LOM may reasonably request in furtherance of its reporting, quality assurance, utilization review, risk management and any other plans and/or programs adopted by LOM to assess and improve the quality and efficiency of LOM's service. All such records and information shall remain the property of Ambulance Service Provider, and Ambulance Service Provider does not waive any attorney-client, accountant-client, or other legal privilege by virtue of this Agreement.

1.9 **Requirement Not to Disclose.** Excerpt as otherwise provided by law, the parties agree not to advertise, disclose or otherwise discuss this Agreement and their business relationship except as mutually agreed in advance or as may be necessary to obtain advice and counseling from its attorneys, accountants or financial advisors or as may otherwise be required through legal process.

1.10 **Patient's Right for Ambulance Service.** Ambulance Service Provider shall not discriminate in the provision of Services hereunder, whether on the basis of a person's age, gender, marital status, sexual orientation, race, color, religion, ancestry, national origin, disability, handicap, health status, or other unlawful basis including, without limitation, the filing by a person of any complaint, grievance or legal action against LOM, Ambulance Service Provider or a payer. Ambulance Service Provider is not required to provide services to a person who refuses to cooperate with Ambulance Service Provider's efforts to provide services or if Ambulance Service Provider has other good cause for refusing to provide services to a person. In addition, Ambulance Service Provider shall abide by the requirements of 41 C.F.R. § 60-1.4(a) which prohibits discrimination on the basis of race, color, religion, gender, national origin. Ambulance Service Provider and its Ambulance Service Provider's representatives shall also abide by the requirements of 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a). These regulations prohibit discrimination as to and against qualified protected veterans and qualified individuals on the basis of disability and requires affirmative action by Ambulance Service Provider to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

1.11 **Ability to Work in U.S.** Ambulance Service Provider attests that each of its employees and contracted staff has a valid Social Security number and is legally permitted to work in the United States. Ambulance Service Provider represents and warrants to LOM that Ambulance Service Provider will not employ any individual to perform Service under this Agreement who is not legally authorized to work in the United States in the capacity indicated. Ambulance Service Provider certifies that all of employees and staff assigned to work under this Agreement are legally licensed and authorized to work in the United States in the capacity they are serving under this Agreement and will provide any and all written documentation to support such certification. Ambulance Service Provider agrees that if the status of any of employees or contracted staff changes during the term of the Agreement, it shall notify the LOM Executive Director and remove such Ambulance Service Provider employee or contracted staff from performing the Services under this Agreement. Ambulance Service Provider agrees that it will hold LOM harmless in the event of any third-party claim made against LOM related to any alleged failure of Ambulance Service Provider to comply with its obligations under this Section of the Agreement. A failure to comply with any obligation under this Section constitutes a material breach of this Agreement.

ARTICLE II **RESPONSIBILITIES OF LOM**

- 2.1 **Clinical Services.** LOM shall have exclusive control and responsibility for the clinical care of LOM patients. All medical oversight, direction and all decisions regarding medical care of any patient on LOM Transports will be under the control and direction of the LOM Medical Director.
- 2.2 **Insurance.** LOM shall maintain, at all applicable times, comprehensive general liability and professional liability insurance in amounts equal to at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate, and \$1,000,000 Workers Compensation coverage. LOM agrees to furnish Ambulance Service Provider with satisfactory evidence of such insurance upon written request.
- 2.3 **Equipment.** LOM shall provide and maintain necessary equipment and supplies for the care and transportation of patients at the CCT level.
- 2.4 **Requests for Service.** LOM agrees to provide a communications center for facilities to call and request transport services.
- 2.5 **Agreement to Meet.** LOM agrees to meet with representatives of Ambulance Service Provider on a regular basis, at mutually acceptable times, to discuss and review policies, procedures, quality assurance and general performance issues.
- 2.6 **Cleanliness.** LOM will assist Ambulance Service Provider in ensuring the ambulance is returned to service and left in a clean and serviceable condition following the transport.

ARTICLE III **MUTUAL RESPONSIBILITIES**

- 3.1 **Billing.** LOM shall have the exclusive right to determine its charges and shall have the sole right to bill Medicare, Medicaid, third party payers and/or the patients for payment for the LOM and Ambulance Service Provider's Services rendered under this Agreement.

Ambulance Service Provider's sole compensation for the transportation services rendered pursuant to this Agreement shall be the fees paid to Ambulance Service Provider by LOM as set forth in Exhibit A, which may be amended from time to time, incorporated herein by reference.

Ambulance Service Provider certifies the fees paid by LOM are not below the cost of providing the Services. Such fees are not being offered in exchange for an exclusive arrangement with LOM. The parties solely intend the fees paid to Ambulance Service Provider or the compensation arrangement set forth herein to compensate Ambulance Service Provider for the provision of the Services, and not influence Ambulance Service Provider with regard to any referrals of patients to LOM or any other owner or affiliate of LOM. As such, the parties acknowledge that the compensation paid to Ambulance Service Provider hereunder would be the same whether or not any such referrals are made. The parties further intend that the compensation paid hereunder shall be fair market value for the Services rendered based on arm's length bargaining and the value of similar services in the community. In the event any court or administrative agency of competent jurisdiction determines this Agreement violates any of such statutes or that the compensation hereunder exceeds reasonable

compensation, then the parties hereto agree to take such actions as necessary to amend this Agreement to comply with the applicable statutes or regulations, as provided herein.

- 3.2 **Qualifications to Participate in Federal and State Healthcare Programs.** Each party represents and warrants that it: (i) is not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. §1320a-7b(f) (the “Federal health care programs”); (ii) has not been convicted of a criminal offense related to the provision of health care items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; and (iii) is not under investigation or otherwise aware of any circumstances that may result in being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of the Agreement. Each party shall immediately notify the other party of any change in the status of the representation and warranty set forth in this Section. Any breach of this Section shall give either party the right to terminate the Agreement immediately for cause.
- 3.3 **Certifications and Licenses.** Each party shall maintain all certifications and licenses as required by all applicable state and federal laws. Each party will be certified to participate in the Medicare and Medicaid programs upon the Effective Date of this Agreement.
- 3.4 **Compliance with Applicable Laws, Rules and Regulations.** Each party agrees to perform its obligations under this Agreement in full compliance with all Federal, State and local laws, rules, and regulations applicable to the Agreement, including, but not limited to, the federal Anti-kickback statute.
- 3.5 **Confidentiality Requirements.** To the extent applicable to this Agreement, the parties agree to comply with the federal Health Information Technology for Economic and Clinical Health Act of 2009 (the “HITECH Act”), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 (“HIPAA”) and any current and future regulations promulgated under either the HITECH Act or HIPAA, including, without limitation, the federal privacy standards contained in 45 C.F.R. Parts 160 and 164 (the “Federal Privacy Standards”), and the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the “Federal Security Standards”), and 22 M.R.S. § 1711-C, all as may be amended from time to time, and all collectively referred to herein as “Confidentiality Requirements.” Ambulance Service Provider agrees to enter into any further agreements as necessary to facilitate compliance with Confidentiality Requirements.
- 3.6 **Audits.** During the term of this Agreement and pursuant to any record retention law or regulation LOM or Ambulance Service Provider is subject to, either party or its duly authorized representative will provide relevant information to the other party as may be reasonably requested by its internal auditors.
- 3.7 **Force Majeure.** Either party shall be excused for failures and delays in performance of its respective obligations under this Agreement due to any cause beyond its control and without fault, including, without limitation, any act of God, war, riot or insurrection, law or regulation, strike, flood, fire, terrorism, explosion, or inability due to any of the aforementioned causes to obtain labor, materials, roadways, or facilities. In addition to the above, Ambulance Service Provider shall be excused for failures and delays in performance of its obligations under this Agreement due to adverse weather condition, traffic conditions, natural disasters, and/or other limitations of access

to the person requiring services. Such conditions may impede or affect or block Ambulance Service Provider's efforts to provide services and/or ability to utilize some or all of its equipment. Nevertheless, each party shall use its best efforts to avoid or remove such causes and to continue performance whenever such causes are removed, and shall notify the other party of the problem.

3.8 **Publicity and Intellectual Property.** Neither party shall use and/or disclose any intellectual property, trademarks, service marks, visual product representations, trade names, logos, or other commercial or product designations of the other, or disclose such without the other party's prior written consent. Neither party shall identify or make reference to the other party in any communication, advertising, or other promotional modality, regardless of its form, without prior written consent from the other party.

3.9 **Non-exclusivity.** Each party agrees that the other party may provide to other parties and/or engage with other companies for the provision of similar services.

ARTICLE IV **TERM AND TERMINATION**

4.1 **Term and Termination.** This Agreement shall be effective when each Party shall have received a counterpart hereof signed by the other Party. The initial term of the Agreement shall be for one (1) year from such date and shall renew annually until such time that the Agreement is terminated under a provision of this Article IV.

Either party may terminate this Agreement upon breach by the other party, which is not cured within thirty (30) days following receipt of notice thereof. Furthermore, either party may terminate this Agreement at any time without cause upon ninety (90) days' prior written notice. The provisions of this Agreement, which by their nature must survive termination in order to be effective, (such as, but without limitation, obligations to pay money and obligations to submit reports) shall be deemed to remain in effect after termination of this Agreement.

4.2 **Immediate Termination.** Either party may terminate this Agreement immediately upon the following events:

- a. As specified in Section 3.2;
- b. Upon the closure or dissolution of LOM or Ambulance Service Provider;
- c. Upon a party's general assignment for the benefit of creditors, a party's petition for relief in bankruptcy or under similar laws for the protection of debtors, or upon the initiation of such proceedings against a party if the same are not dismissed within forty-five (45) days of service; and
- d. In addition to the above, Ambulance Service Provider may terminate the Agreement immediately upon LOMs' default in the payment of monies due and owing to Ambulance Service Provider under this Agreement if such breach is not cured within thirty (30) days of notice thereof.

4.3 **Termination for Change of Laws.** If any legislation, regulation or government policy is passed or adopted, or if these laws, regulations or policies are interrupted in a manner that would materially affect either party's business or the implementation of this Agreement as written, the party shall provide notice of such law, regulation or policy to the other party and the parties agree to negotiate in good faith within thirty (30) days to modify the terms of this Agreement to comply with the

applicable law, regulation or policy. If the parties cannot agree upon the necessary modification, either party may terminate this Agreement on thirty (30) days' advance written notice.

ARTICLE V OTHER PROVISIONS

- 5.1 **Ownership of Information.** Except as otherwise specifically agreed, each party agrees that it acquires no title or right to information disclosed to it by the other party under this Agreement.
- 5.2 **Indemnification by Ambulance Service Provider.** Ambulance Service Provider shall indemnify and hold harmless LOM, its members, authorized agents, officers, directors, employees, subcontractors, and affiliated entities for, from and against all costs, claims, losses, liabilities, penalties, expenses, or other damages, including, but not limited to, settlements, judgments, court costs, reasonable fees of attorneys and experts, caused by or resulting from the negligence or intentional misconduct of Ambulance Service Provider, its authorized agents, officers, directors, employees or subcontractors committed in the course of performing its obligations under this Agreement. Nothing in this Section shall limit any right to contribution or other allocation of fault between the parties as determined by a court of competent jurisdiction and as permitted by all applicable state and federal laws.
- 5.3 **Indemnification by LOM.** LOM shall indemnify and hold harmless Ambulance Service Provider, its authorized agents, officers, directors, employees, subcontractors or affiliate entities for, from and against all costs, claims, losses, liabilities, penalties, expenses, or other damages, including, but not limited to, settlements, judgments, court costs, reasonable fees of attorneys and experts, related to the performance of this Agreement, except to the extent caused by or resulting from the negligence or intentional misconduct of Ambulance Service Provider, its authorized agents, officers, directors, employees or subcontractors committed in the course of performing its obligations under this Agreement. Nothing in this Section shall limit any right to contribution or other allocation of fault between the parties as determined by a court of competent jurisdiction and as permitted by all applicable state and federal laws.
- 5.4 **No Requirements for Referrals.** The parties expressly agree that nothing contained in this Agreement shall require either party to refer any patients to, or order any goods or services from the other party. Neither party will knowingly or intentionally conduct itself in a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 U.S.C. § 1320a-7b).
- 5.5 **Independent Contractor.** Nothing in this Agreement shall be construed as creating anything other than an Independent Contractor relationship between LOM and Ambulance Service Provider (and any of their employees, officers, directors, subcontractors or affiliate entities), nor shall anything be construed as creating an employment relationship, agency, partnership or joint venture between the parties. Neither LOM nor Ambulance Service Provider shall have any obligation, responsibility or authority to act on behalf of or in the nature of the other, or to bind the other in any manner whatsoever, or to control or direct the methods by which either party performs its responsibilities.
- 5.6 **Governing Law.** This Agreement shall be subject to and governed according to the laws of the State of Maine without regard to any conflict of law provisions.

5.7 **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, assigns or other legal representatives.

5.8 **Assignment.** Neither party may assign its rights or obligations under this Agreement to a third party without the advance written consent of the other party, and any attempted assignment without such consent shall be null and void. Notwithstanding the above, LOM may assign this Agreement to any of its subsidiaries or affiliates upon advance written notice to Ambulance Service Provider.

5.9 **Severability.** If any portion or portions of this Agreement shall be for any reason invalid or unenforceable, the remaining portions(s) shall be valid and enforceable and carried into effect unless to do so would clearly violate the present legal and valid intention of the parties hereto.

5.10 **Notices.** Any notice required or permitted to be given pursuant to any provisions of this Agreement shall be given in writing, and either delivered in person, by electronic transmission, deposited in the United States mail, postage pre-paid, registered or certified mail, return receipt requested, properly addressed, or by a nationally recognized overnight courier service, to the following addresses:

Town of Millinocket Fire Ambulance Dept.
222 Aroostook Avenue
Millinocket, ME 04462

With copy to:

LifeFlight of Maine
Attn: Joseph Kellner, CEO
189 Odlin Road Building 600
Bangor, ME 04401
wcyr@lifeflightmaine.org

5.11 **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any previous agreement or understanding, whether oral or otherwise. No modification of this Agreement shall be valid unless in writing and signed by each of the parties hereto.

5.12 **No Waiver.** No waiver of a breach of any provision of this Agreement will be construed to be a waiver of this Agreement, whether of a similar or different nature, and no delay in acting with regard to a breach shall be construed as a waiver of that breach.

5.13 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

5.14 **Electronic Disposition of Document (Scanning and Photocopies).** The Parties hereto agree and stipulate that the original of this document, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this document, may be used for any purpose just as if it were the original, including proof of the content of the original writing.

5.15 **Authority to Contract.** Each party represents and warrants to the other that (i) it has the right to enter into this Agreement, to grant the rights granted in this Agreement, and to perform fully all of the services and obligations contemplated by this Agreement; (ii) all necessary laws, consents, resolutions, and corporate actions have duly authorized the execution and performance of this Agreement and this Agreement constitutes a valid and enforceable obligation of each of the parties; (iii) the person entering into this Agreement is authorized to sign this Agreement on behalf of the party; and (iv) the parties have reviewed this Agreement with their respective legal counsel to the party's satisfaction or voluntarily waived their right to do so.

5.16 **Exclusion of Certain Damages.** Notwithstanding any provision in this Agreement to the contrary, in no event shall either party, its affiliates, or any of their respective directors, officers, members, shareholders, employees, agents, or subcontractors be liable for lost profits, special, consequential, incidental, or punitive damages, regardless of the basis of the claim, whether in contract, tort, strict liability, or other legal or equitable theory.

5.17 **Dispute Resolution.** The parties agree to negotiate in good faith to resolve any controversy or claim arising out of or relating to this Agreement, or the breach thereof. If any party to this Agreement believes that such a controversy or claim has arisen, that party may give notice, to the other party requesting a negotiation of the matter. Within twenty (20) days after the date of such notice, the receiving party shall submit to the disputing party a written summary. The summaries shall include (i) a statement of each party's position and a summary of the evidence and arguments supporting its position, and (ii) the name of the individual who will represent that party in the negotiation. The representatives shall meet at a mutually acceptable time and place within thirty (30) days after the date of the initial notice, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute.

If a resolution of the matter is not reached within sixty (60) days of the initial notice described above, the matter shall be submitted to mediation. The parties shall agree upon a neutral impartial mediator experienced in the field of health care. The mediator shall have no decision-making authority. At the commencement of the mediation, the parties shall agree upon:

- a. A procedure and schedule for exchange of additional documents and other information related to the dispute, if any such additional information is to be exchanged; and
- b. Ground rules and a schedule for conducting the proceeding before the mediator (including whether each party's attorneys may attend the mediation sessions with their clients). If the matter in dispute is the early termination of the Agreement by one of the parties pursuant to Sections 4.1 or 4.3, then any requested submission of that dispute to mediation must occur no later than the end of the thirty (30)-day cure period provided for in Section 4.1 or the notice period in Section 4.3, although such submission to mediation shall in no way affect or alter the effective date of the termination under Section 4.1 or Section 4.3. If the matter is timely submitted to mediation, the parties agree to use the mediation process to facilitate communication between the parties which will enable the parties themselves to reach settlement of the dispute.

Any dispute not settled within the agreed time periods shall be settled by the filing of a civil action in Maine Superior Court (Cumberland County).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives on the day and year first above written.

**TOWN OF MILLINOCKET
FIRE AMBULANCE
DEPARTMENT**

By: _____

Printed Name: Jonathan P. Cote

Title: Fire Chief/EMA Director

LIFEFLIGHT OF MAINE, LLC

By: _____

By: _____

Title: Chief Executive Officer

Exhibit A

Services and Fee Schedule

A. Ambulance Service Provider Services and Responsibilities:

1. Provide LOM with a 24-hour access point (dispatch center or otherwise) for LOM to activate the Ambulance Service Provider Services.
2. Provide and maintain licensed ambulances in good working order, for use by LOM on an "as available" basis.
3. Provide minimum of 1000 liters of gaseous oxygen in onboard system and at least 1 portable oxygen tank and regulator.
4. Working suction.
5. Working 120V inverter.
6. Ambulance Service Provider is responsible for all fuel, insurance, and maintenance of the ambulance and the maintenance and readiness of the required equipment that is needed to equip an ambulance for transport in the State of Maine.
7. Ambulance Service Provider to provide LOM access to the patient compartment of the transporting ambulance to inspect and maintain its equipment necessary for transportation at the CCT level.
8. Provide a driver for the ambulance.

Ambulance Service Provider's drivers will adhere to LOM's operational, safety, and fatigue guidelines regarding ground transportation.

B. Ambulance Service Provider Compensation

LOM shall pay Ambulance Service Provider as follows:

1. In accordance with Exhibit C of this Agreement.

<p>LifeFlight of Maine Billing Information</p> <p><u>Ambulance Service Provider Invoices Sent To:</u></p> <p>Marcia Wood LifeFlight of Maine 189 Odlin Road Building 600 Bangor, ME 04401</p> <p>Invoices To LOM Sent: Monthly</p>	<p>Ambulance Service Provider Billing Contact Information:</p> <p>Millinocket Fire Ambulance Department Chief Jonathan P. Cote 222 Aroostook Ave Millinocket, ME 04462</p> <p>Ambulance Medical Billing 100 Fulton Ct., Paducah, KY 42001 Phone: 1-800-749-7026</p>
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Exhibit B

**HIPAA Business Associate
Agreement**

**Not Applicable (Both entities are
covered entities)**

Exhibit C

Rate Sheet

1.1 SERVICE FEES.

- 1.1.1** For each trip completed by Ambulance Service Provider, LOM shall reimburse Ambulance Service Provider in accordance with the Medicare Ambulance Fee Schedule (“AFS”), utilizing rural rate for BLS Emergency and Ambulance Mileage.
- 1.1.2** LOM will reimburse Ambulance Service Provider \$100.00 per hour for every hour of wait time at the sending hospital in excess of one hour.

ORDER #18-2026

PROVIDING FOR Approval of Position Description and Job Posting for Part-Time Recreation Director

WHEREAS The Millinocket Town Council wishes to create a part-time Recreation Director position to oversee the management of Millinocket recreation facilities and work collaboratively with neighboring Recreation Departments on continuing regional recreation programming;

IT IS ORDERED that the attached job description, job posting, and budget are approved and the Town Manager is directed to advertise and hire for this position.

IT IS FURTHER ORDERED that the Town Treasurer is authorized to reallocate funding from expense line 1002-2101 to the appropriate, corresponding lines within expense department 1002 – RECREATION for these wages and related expenses.

PASSED BY COUNCIL: _____

ATTEST: _____

Recreation Director – Part-Time

Pay: \$20.00 per hour

Hours: Approximately 28 hours per week

Reports To: Town Manager

Position Summary

The Part-Time Recreation Director oversees the coordination and operation of Millinocket's recreation facilities and works collaboratively with neighboring Recreation Directors, and community volunteers to provide safe, engaging recreational opportunities for residents.

Key Responsibilities

- Coordinate and collaborate with the East Millinocket and Medway Recreation Directors to plan, facilitate, and deliver regional recreation programming, sharing workload and resources where appropriate.
- Manage operations and staffing for Town recreation facilities, including the pool, skating rink, and ski tow.
- Assist with recreation-related budgeting and billing in coordination with the Town Manager and Treasurer.
- Support and partner with volunteer-run youth sports programs.
- Work closely with the Recreation Maintenance Supervisor to ensure safe and well-maintained facilities.
- Participate in a Tri-Town Recreation Advisory Group.
- Assist with planning and facilitating community events and special programs.

Qualifications

- Experience in recreation, community programming, or a related field preferred.
- Strong organizational, communication, and collaboration skills.
- Ability to work flexible hours, including evenings and weekends as needed.

Recreation Director – Part-Time

Town of Millinocket

The Town of Millinocket is seeking a Part-Time Recreation Director to oversee the operation of municipal recreation facilities and help deliver engaging recreational opportunities for the community. This position works collaboratively with neighboring recreation departments, Town staff, and community volunteers.

Responsibilities include:

- Coordinating regional recreation programming with East Millinocket and Medway
- Managing staffing and operations for the pool, skating rink, and ski tow
- Assisting with recreation budgeting and billing
- Supporting volunteer-run youth sports programs
- Coordinating with the Recreation Maintenance Supervisor
- Participating in a Tri-Town Recreation Advisory Group
- Assisting with community events and special programs

Qualifications:

- Experience in recreation, community programming, or a related field preferred
- Strong communication, organization, and teamwork skills
- Ability to work flexible hours, including evenings and weekends

Pay: \$20.00 per hour

Hours: ~ 28 hours per week

Reports To: Town Manager

To Apply: Submit resume or application to humanresource@millinocket.org

Applications can be found at millinocket.org/community/employment or at the Town Office.

Interested applicants may contact the Human Resource Director for a job description.

Human Resource Director
197 Penobscot Ave.
Millinocket, ME. 04462
(207) 723-7000

E.O.E/AA Employer

PROPOSED WAGES WITH BENEFITS

PART TIME

BASE WAGE	\$ 20.00	28 HRS	29,120.00
FICA/MED EMPLOYER MATCH	7.65		2,227.68
MEPERS EMPLOYER MATCH	10.2		2,970.24
PFML EMPLOYER MATCH	0.5		145.60
WORKERS COMP RATE	2.74		797.89
UNEMPLOYMENT COMP			575.00
HEALTH INS FAMILY PLAN EMPLOYER			-
TOTAL ESTIMATED COST OF POSITION			<u>35,836.41</u>

ORDER #19-2026

PROVIDING FOR: Authorization to Enter Airport Lease Agreement with Noyes Enterprises

IT IS ORDERED that the Millinocket Town Council authorizes the Town Manager to sign the attached lease agreement between the Town of Millinocket and Stephen Noyes, d/b/a Noyes Enterprises, 22 Noyes Lane, Brownville, ME 04414.

PASSED BY THE COUNCIL: _____

ATTEST: _____

**AGREEMENT TO PROVIDE FOR LEASE OF SPACE AT MILLINOCKET
MUNICIPAL AIRPORT BY THE TOWN OF MILLINOCKET, MAINE TO
STEPHEN NOYES D/B/A NOYES ENTERPRISES**

February 1st, 2026

THIS AGREEMENT is made and entered by and between the **Town of Millinocket**, Penobscot County, State of Maine, its successors and/or assigns, hereinafter referred to as the **LESSOR** or **TOWN**, and **Stephen Noyes**, d/b/a Noyes Enterprises, 22 Noyes Lane, Brownville, ME 04414, hereinafter referred to as the **LESSEE**.

WITNESSETH:

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

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

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

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

- 1. FACILITIES.** The Lessor does hereby let, lease, and demise unto the Lessee a hangar formerly known as Hangar 14 (the Hangar). These facilities shall be surrendered to the Lessor at the expiration of this lease in as good condition as they were at the time they were turned over to the Lessee, reasonable wear and tear excepted. The Lessor does not hereby lease the runways or its taxiway(s), but does retain control and responsibility for the repair and maintenance of same. Except for a default of this agreement by the Lessee or mutual written consent between the parties to alter this agreement, the facilities described above shall be solely operated and occupied by the Lessee.
- 2. SUB-LEASES.** The Lessee shall not sub-lease any part of the hangar to any other party, without permission of the Lessor.
- 3. TERM.** This Agreement shall commence on February 1, 2026 and end on February 28, 2029. The agreement may be extended by the mutual written consent of the parties. Either party, however, may terminate this agreement upon ninety (90) days written notice sent by Certified Mail for just cause.
- 4. LEASE FEES AND OTHER EXPENSES.** Beginning on February 1, 2026, the following lease fees or arrangements shall be in effect:

- A. **Hangar Lease.** The lease fee for the Hangar shall be Four Hundred Dollars and No Cents (\$400.00) per month, less any leasehold improvement credits as outlined in Appendix A, commencing on February 1, 2026 for a period of Thirty Six (36) months with the last payment due on February 1, 2029.
- B. **Lease Renewal.** If both parties agree, a new Lease may be negotiated between the parties and said negotiations should begin no later than December 1, 2028. Failure to successfully negotiate a new lease that would be effective on March 1, 2029 will result in a month-to-month tenancy with a thirty (30) day notice-to-vacate by the Lessor or the Lessee and said notice-to-vacate may be for or without cause. The monthly rent payment will increase to Six Hundred Dollars and No Cents (\$600.00) per month as of March 1, 2029 if no lease is in place. In no event will the Lessee occupy the hangar past July 1, 2029 without a lease agreement in place.
- C. **Utilities.** The Lessee shall be responsible for all utility costs of the facilities covered by this agreement.

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

- A. A leasehold improvement will be eligible for the start of Lessor reimbursement when the project is deemed 100% complete by the Lessor and Lessee, beginning on the first day of the month after such project is deemed to be completed.
- B. Should the Lessee vacate the premises, terminate the lease, or be terminated for cause by the Lessor, the Lessee shall be able to remove a certain large heating unit provided that the Lessee also pay the cost

of capping the piping leading to the said heating unit. The unit is identified as a Modine Heater, Model PDP400AE0130, Serial #1801095091911-9929.

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

proof of insurance to the Lessor at the start of the agreement period and shall carry it in force throughout the period of this agreement. The Lessor shall be named as an "added insured" and indemnified from any responsibility for the Lessee's actions or inactions.

- 12. LESSEE RESPONSIBILITIES.** Lessee shall furnish heat, lights, septic system/wastewater, and water for the facilities under his control, as and if applicable. Lessee shall maintain the interior of the Hangar in good, safe, and sanitary order, condition, and repair. Lessee shall be responsible for ordinary maintenance of the water service and septic system and the like within the leased facilities and to provide janitorial service and supplies at its own expense, as and if applicable.
- 13. PUBLIC BENEFIT.** Lessee agrees to operate the premises leased for the use and benefit of the public; to furnish good, prompt, and efficient services adequate to meet all of the demands for its services at the airport; to furnish said services in a reasonable, just, and non-discriminatory basis to all users for each unit of sale or service, except that the Lessee may be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions based on volume of purchases. Prices for supplies and services shall be clearly posted inside the Terminal Building and other places deemed desirable. All services by Lessee will be provided on a fair and equal basis without undue prejudice against any person or class of persons by reasons of race, color, sex, physical or mental handicap, religion, age, ancestry or national origin, or any other perceived classification under state or federal law.
- 14. USE OF SPACE.** The facilities leased under this agreement are primarily for aviation-related uses only. The Lessor agrees to allow Lessee the right to repair boats, mowers, and small engines so long as such uses are of a minor nature and less than one third (1/3) of his airport-generated income. Lessee may also rent aircraft storage space as an allowable aviation-related use. Any other proposed deviation of use under this agreement must be pre-approved by the Lessor. Approval of any such alternative use(s) may also result in a re-negotiation of this lease agreement at the discretion of the Lessor.
- 15. RENOVATIONS.** The Lessee may attach and erect additional fixtures in said facilities and minor alterations not otherwise classified as "lease-hold" improvements shall remain the property of the Lessee and may be removed therefrom by the Lessee at any time, except the fixtures that cannot be removed without injury to the premises or otherwise constitute "lease-hold" improvements. The Lessee, to the satisfaction of the Lessor, shall repair any damages incurred to the property due to the Lessee's fixtures being removed. The Lessee shall make no major alterations to the said premises without prior written approval of the Lessor.
- 16. INSPECTIONS.** The Lessee shall permit the Lessor and its agents to enter into and upon said premises during normal business hours for the purpose of inspecting the same for the purpose of maintaining, repairing, altering, or adding to the facilities, including the erection and maintenance of such scaffolding, canopies, fences, and props as may be required. Lessor will give the Lessee at least 24 hours prior notice of such visits, unless an emergency exists.

17. NON-DISCRIMINATION. No person in the United States shall, on the grounds of race, color, creed, national origin, or other protected group, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Transportation.

18. USE OF PROPERTY. The Lessee agrees to maintain the Lessor's furnishings in good repair.

19. ASSIGNABILITY. The Lessee shall not assign this agreement or any part thereof in any event and shall not rent or sublet the demised premises or the services required in this agreement or any part thereof other than those areas or items heretofore mentioned without the written consent of the Lessor or as otherwise provided in this agreement.

20. TERMINATION. Except for just cause, this agreement shall, upon mutual agreement between the said Lessor or the said Lessee, their successors and assigns, be terminated upon written notice delivered to the other party, such termination to be effective ninety (90) days from the date of such said notice. In the event the Lessee shall be liable for the payment or performance of any municipal obligations incurred in connection with the airport obligation or construction, Lessor shall not terminate this lease except by also indemnifying the Lessee against any further such liability, unless the termination is for just cause due to the negligence or wrongful act(s) of the Lessee in which case any monies due the Lessor shall become immediately due and payable. In the event of a termination of this agreement, the Lessor shall be paid any sums due by the Lessee for any loans or other financial assistance granted, but unpaid, by the Lessee to the Lessor.

21. JUST CAUSE. Just Cause, as contemplated in this agreement, means the negligent or willful disregard of the interests of the Lessor by the Lessee and may include, but not be limited to, the following:

- A. Violation of any law, ordinance of the Town, or statute.
- B. Failure to make timely payments to the Lessor on obligations owed.
- C. Willful and intentional damage by the Lessee to property owned by the Lessor.
- D. Non-performance of the terms of the lease agreement.
- E. Abandonment or non-use of the leased facilities.
- F. Performing services not specifically authorized or permitted by the Lessor.
- G. Failure to adhere to the applicable policies of the Lessor, especially as they relate to the airport facility.

22. LESSOR CONTACT. Except as otherwise found to be necessary by the Lessor, the Lessee shall work with the Lessor's Airport Manager as his point of contact with the Lessor.

23. AMENDMENT. This agreement may be amended, extended, or otherwise changed at any time upon the mutual written consent of the parties.

24. SEVERABILITY. Should any clause or condition of this agreement be found invalid, such invalidity shall not void the remainder of the agreement.

25. ENTIRE AGREEMENT. The above recitations represent the entire agreement between the parties.

FOR THE LESSOR:

Peter Jamieson, Town Manager

Date: _____

FOR THE LESSEE:

Stephen Noyes, Noyes Enterprises

Date: _____

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

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

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

ORDER #20-2026

PROVIDING FOR: Acceptance of Snowmobile Trail Maintenance Grant from the Maine Department of Conservation

IT IS ORDERED that approval is granted to accept the 2025-2026 Twin Pines Snowmobile Club award from the Maine Department of Conservation Snowmobile Program Municipal Grant-in-Aid Agreement. The total award is **\$55,300.00**. In addition to this, the Town of Millinocket will pay Twin Pines Snowmobile Club **\$21,600.00**, to assist with grooming.

Passed by the Council: _____

Attest: _____

ORDER # 21-2026

PROVIDING FOR: Acceptance of Snowmobile Trail Maintenance Grant from the Maine Department of Conservation

IT IS ORDERED that approval is granted to accept the 2025-2026 Northern Timber Cruisers Snowmobile Club award from the Maine Department of Conservation Snowmobile Program Municipal Grant-in-Aid Agreement. The award total is **\$12,740.00**. In addition to this, the Town of Millinocket will pay Northern Timber Cruisers Snowmobile Club **\$2,400.00** to assist with grooming.

Passed by the Council: _____

Attest: _____

ORDER #22-2026

PROVIDING FOR: Acceptance of Snowmobile Trail Maintenance Grant from the Maine Department of Conservation

IT IS ORDERED that approval is granted to accept the 2025-2026 Ebeemee Snowmobile Club award from the Maine Department of Conservation Snowmobile Program Municipal Grant-in-Aid Agreement. The total award is **\$12,600.00**.

Passed by the Council: _____

Attest: _____

ORDER #23-2026

PROVIDING FOR: Acceptance of Maine Forest Service Volunteer Fire Assistance Grant.

IT IS ORDERED that the Millinocket Town Council accepts this grant, totaling \$755.00 from the Maine Forest Service Volunteer Fire Assistance Grant program, with an equal share in the amount of \$755.00 of local matching funds to be allocated from the following budget lines,

0203-2008 Tools & Equipment Replacement
0205-2052 Uniforms

NOTE: These funds will provide the following equipment for our Fire Department:

- Assortment of Wildland Personal Protective Equipment
- Assortment of Wildland Hand Tools & Saw
- Collapsible Backpack Water Pumps

PASSED BY THE COUNCIL: _____

ATTEST: _____



STATE OF MAINE
DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY
MAINE FOREST SERVICE
22 STATE HOUSE STATION
AUGUSTA, MAINE 04333

JANET T. MILLS
GOVERNOR

AMANDA E. BEAL,
COMMISSIONER

January 16, 2026

Millinocket Fire Department
222 Aroostook Ave Millinocket, ME 04462

Dear Jonathan P. Cote,

Thank you very much for applying for the 2026 Volunteer Fire Capacity grant. This year, Maine was allocated \$224,307 in funds to use toward this program. We received 117 applications requesting a total of \$362,069. In order to fairly and objectively distribute the available funds, we developed a funding rubric which prioritized applicants who have received the fewest awards over the past three years and meet the 80% volunteer threshold. As a result, applicants in the top two priority groups (those who received no more than one grant in the past three years) were awarded their full request, while applicants in the third priority group (those who received two grants in the past three years) were awarded 67% of their request based on the remaining fund balance.

These results were reviewed and approved by the Maine Fire Chief Association's Forestry Committee on January 9, 2026. We are pleased to inform you that your fire department / town has been awarded **\$755.00** in grant funds (to be used with an equal share of local funds) to purchase items in the following categories:

Category	Award amount
Personal Protective Equipment (PPE)	\$292
Water Handling Equipment	\$246
Hand / Power Tools	\$217

One of our goals for 2026 is to allow more flexibility for awardees to purchase within categories rather than name specific items as in the past. The purpose of this change is to help you better deal with price changes and supply chain issues. This means you can purchase any eligible items (see enclosure) that fall within your funded categories, without needing approval. If you have any questions about item eligibility or reimbursement limits, please contact me prior to purchasing the item.

The next part of the process requires you to complete and sign the *Agreement for State Assistance and Assurances for non-Construction Projects* forms prior to purchasing any items and no later than March 31, 2026. As with the online VFC application, we are trying to streamline this portion of the project by using digital forms. They can be accessed online: <https://arcg.is/18fafW1>. If the online forms won't work for your agency, a hard copy can be provided.

The *Assurances* form requires a Unique Entity Identifier (UEI) from the Federal System for Award Management (SAM). **This UEI has replaced the Federal DUNS.** Your agency's SAM renewal date must also be listed. The *Agreement for State Assistance* specifically states that you must complete the entire project before submitting any invoices for reimbursement. The agreement also states that "if the recipient is unable to meet the deadline (of July 31), written

PATTY CORMIER, DIRECTOR
MAINE FOREST SERVICE
18 ELKINS LANE, HARLOW BUILDING



PHONE: (207) 287-2791

WWW.MAINEFORESTSERVICE.GOV

notification (email preferred) must be made to the Forest Fire Prevention Specialist, Forest Protection Division, at least seven days prior to July 31, 2026.

*****REIMBURSEMENTS*****

Once you have completed the *Agreement* and *Assurances*, you will be sent an email with a link to upload proof of purchase(s) and payments. The following is a list of what is needed to process reimbursement through the state accounting department:

If purchase is made by the town:

1. A copy of the town warrant sheet(s) indicating the vendor paid, date paid, check number and amount;
If a credit card is used, then the credit card statement* should also be provided.
2. A copy of all invoices indicating the items purchased.

If purchase is made by the Fire Department:

1. A copy of the canceled check(s) or credit card statement*
2. A copy of the actual invoice(s) indicating the items purchased.

*If a personal credit card is used to purchase the items, then a credit card statement is acceptable, as long as the town or privately owned Fire Dept. can show proof that they reimbursed the person who initially paid with the credit card.

When documentation is received and reviewed by the State of Maine, your town or department will be reimbursed one-half of authorized project costs, up to **\$755.00**. Only individual items costing less than \$9,999 are eligible for this program. Please see the attached program rules regarding eligible items (and reimbursement limits, if applicable) for each category. **The deadline for completing projects and submitting all necessary paperwork is July 31, 2026.**

If you have any questions about these procedures or deadlines, please email (preferred) at terri.teller@maine.gov or call (207) 287-4993. Any email correspondence should have “VFC” and your town in the subject line.

Sincerely,



Terri Teller
Forest Ranger Specialist

Enclosures: Item eligibility and reimbursement limits

FY26 VFC Item Eligibility and Reimbursement Limits

What types of wildland firefighting equipment can be reimbursed?

The following categories of items are eligible under the VFC grant (examples are given, but other items may also qualify. Please contact the Forest Fire Prevention Specialist prior to purchase if you have a question):

- **Personal Protective Equipment (PPE)** – Nomex shirts, pants, and coats; helmets, gloves, eye and ear protection. All items must be NFPA and/or OSHA certified, except for minor accessories like leather gloves.

*Ineligible items: boots, dual or tri-certified gear unless NFPA 1977 approved

- **Water Handling Equipment** – portable/wildland pumps and associated equipment used in wildland fire suppression, including hose (maximum 2.5" diameter), nozzles, appliances, Class A foam, and foam accessories.

*Ineligible items: PTO pumps, hose and appliances over 2.5" diameter, water lines, hydrants

- **Hand / Power Tools** – digging, cutting, and scraping tools primarily used in wildland fire suppression, including chainsaws and leaf blowers (limited to 4 each; maximum reimbursement per item is \$400).

*Ineligible items: generators, rescue equipment

- **Communications Equipment** – narrow band compliant portable radios and pagers (limited to 4 each; maximum reimbursement per item is \$400), remote microphones and other radio accessories, satellite text messaging devices.

*Ineligible items: base or mobile radios, repeaters, antennas, cell phones

- **Digital Equipment (non-communications)** – GPS units, thermal imaging cameras (maximum reimbursement per item is \$400).

*Ineligible items: drones

- **Dry Hydrant Installation** – new dry hydrant installations only (maximum reimbursement is \$3500 for both organized and unorganized territory). *A quote was required to be submitted with the application.*

*Ineligible items: rehabilitation of existing dry hydrants

- **Other Wildland Fire Supplies / Equipment** – Skid units and items not included in the other categories. *A quote is required to be submitted with the application.*

*Ineligible items: routine operating supplies/expenses, repair or construction of buildings, land acquisition, vehicles (including ATV's), parts or modifications to vehicles

** No single piece of equipment shall exceed **\$9,999.00** in cost. For example, a slip-on tank includes tank, pump and hose reel. The combined cost must not exceed \$9999.00.

