

TENTATIVE AGENDA PUBLIC HEARINGS & REGULAR TOWN COUNCIL MEETING in COUNCIL CHAMBERS & via ZOOM **MONDAY, NOVEMBER 24, 2025 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: September 25, 2025 and October 9, 2025 PH & Regular Council meetings.
- 5. Special Presentation(s):
 - a. Resolve #8-2025 Proclamation for Stearns Football Team
 - b. RHR Smith Audit Review Presentation
 - c. Dr. Shelley Lane, Superintendent of Schools Quarterly Update
 - d. Jon Cote, Fire Chief Emergency Operation Plan Update
- 6. Old Business: none

NEW BUSINESS:

- 7. Town Manager's Report 10/21/2025
- 8. ORDINANCE #3-2025 1st Public Hearing Amendment to Chapter 75, General Assistance, Appendices A H.
- 9. ORDER #242-2025 Approval of the Town Warrant for November 24, 2025
- 10. ORDER #243-2025 Approval of the Wastewater Warrant for November 24, 2025
- 11. ORDER #244-2025 Public Hearing Approval of Liquor License Application Highlands Tavern
- 12. ORDER #245-2025 Approval of Entertainment License Application Highlands Tavern
- 13. ORDER #246-2025 Approval of Victualers License Application Highlands Tavern
- 14. ORDER #247-2025 Approval of Appointment to the Board of Assessment Review R. Angotti
- 15. ORDER #248-2025 Approval of Appointment to CEO/LPI Thomas Malcolm
- 16. ORDER #249-2025 Approval of Certain Streets and Parking Lot Closures Millinocket Marathon & Events
- 17. ORDER #250-2025 Approval of Snowmobile Trail Maintenance Grant Application to the Maine Department of Conservation Norther Timber Cruisers

- 18. ORDER #251-2025 Approval of Snowmobile Trail Maintenance Grant Application to the Maine Department of Conservation Twin Pines Snowmobile Club
- 19. ORDER #252-2025 Approval of Snowmobile Trail Maintenance Grant Application to the Maine Department of Conservation Jo Mary Riders
- 20. ORDER #253-2025 Approval of Snowmobile Trail Maintenance Grant Application to the Maine Department of Conservation Ebeemee Snowmobile Club
- 21. ORDER #254-2025 Approval of Remote Participation in Public Proceedings Policy
- 22. ORDER #255-2025 Approval of Certain Street and Parking lot Closures for Festival of Lights
- 23. Reports and Communications:
 - a. Warrant Committee for the December 11, 2025 Council Meeting will be Councilor Pelletier and Councilor Runyon
 - b. Chair's Committees Reports
 - c. Two Minute Public Comment
- 24. 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.

A RESOLUTION RECOGNIZING THE STEARNS/SCHENCK 8-MAN FOOTBALL TEAM FOR THEIR 2025 STATE CHAMPIONSHIP

WHEREAS, the Stearns/Schenck High School Football Team, joined by student-athletes from Schenck High School, completed an exceptional 2025 season with a 9-2 record, demonstrating resilience, determination, and teamwork throughout the year; and WHEREAS, the team achieved a historic victory by securing the 2025 Class D State Championship, marking the first state football title since 1998 and bringing great pride to the Town of Millinocket; and

WHEREAS, Head Coach Herring, in his ninth year leading the program, has shown outstanding dedication, leadership, and commitment to the development of his athletes, both on and off the field; and WHEREAS, Assistant Coaches Nick Cullen, Dave Michaud, Arthur Greenlaw, Josh Studer, and Greg Marter have each contributed invaluable knowledge, passion, and support to the team, helping shape a championship culture; and WHEREAS, the senior players Lucas Pelkey, Ben Waite, Owen Wilson, and Trevor Vandine have provided leadership, sportsmanship, and exemplary effort, serving as role models for their teammates and representing their schools and community with distinction; and WHEREAS, the success of the Stearns/Schenck Football Team has strengthened community spirit, united residents in celebration, and reflected the pride and tradition of athletics in the Katahdin region;

NOW, THEREFORE, BE IT RESOLVED, that the Millinocket Town Council, in council assembled on November 24th, 2025, does accomplishments and extends appreciation to the players, coaches, families, and supporters who contributed to this historic victory. hereby recognize, honor, and congratulate the 2025 Stearns/Schenck 8-Man Football State Champions for their extraordinary

MUNICULA LANDON Diana Lakeman, Town Clerk 11/24/203

ORDINANCE #3-2025

PROVIDING FOR: Amendment to Chapter 75, General Assistance, Code of the Town of Millinocket in Compliance with Title 22 M.R.S.A. §4305(4)

BE IT ORDAINED by the Town Council of Millinocket in Town Council assembled that the Millinocket Code, Chapter 75, Appendices A - H be amended per the attached appendix.

IT IS FURTHER ORDERED that this ordinance take is in effect October 1, 2025 through September 30, 2026.

1st Reading 11/24/2025 Council Approved _____

Effective Date

Attest: Diana M. Lakeman, Town Clerk

ORDER #242-2025

PROVIDING FOR: Execution of the Town Warrant for November 24, 2025

IT IS ORDERED that the Town Warrant for November 24, 2025, in the amount of \$148,233.11 is hereby approved.

Passed by the Town Council 1/24/2025
7-0
Attest: Manual Laluman

ORDER #243-2025

PROVIDING FOR: Execution of the Wastewater Warrant for November 24, 2025

IT IS ORDERED that the Wastewater Warrant for November 24, 2025, in the amount of \$10,150.85 is hereby approved.

Passed by the Town Council 11/24/2025

Attest: Maral Latinas

PROVIDING FOR: Public Hearing – Approval for an Application for a Malt, Vinous and Spirituous Liquor License for Highlands Tavern.

IT IS ORDERED that the Millinocket Town Council enters into a Public Hearing for the attached application for a malt, vinous and spirituous liquor license is hereby approved for:

Jennifer Goulet, Business Address: 973 Central Street, Millinocket. d/b/a

Highlands Tavern, 973 Central Street, Millinocket.

Passed by the Town Council 11/24/2025

Attest: MUMA M. Lakeman

*AMENDED - ORDER #245-2025

PROVIDING FOR: Approval of an Application for an Entertainment License for Highlands Tavern.

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

Jennifer Goulet; Business Address: 973 Central Street, Millinocket d/b/a

Highlands Tavern, 973 Central Street, Millinocket, *pending approval from Code Enforcement.

Passed by the Town Council 11/24/2025

Attest: Dlaal Lakeman

PROVIDING FOR: Approval of an Application for a Victualer License for Highlands Tavern.

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

Jennifer Goulet; Business Address -973 Central Street, Millinocket d/b/a
Highlands Tavern, 973 Central Street, Millinocket

Passed by the Town Council 11/24/2025

Attest: Mula H Latinan

PROVIDING FOR: Approval of Appointment to the Board of Assessment Review – R. Angotti

IT IS ORDERED that Richard Angotti is hereby Appointed to the Town of Millinocket's Board of Assessment Review for a Three (3) Year term to expire November 2028.

Note: Richard's application was received on 11/19/2025 and is the only application on file. If approved, the board will have a full commitment.

Passed by the Town Council 11/24/2025

Attest: Marie M. Lakeman

PROVIDING FOR: Re-Appointment of the Code Enforcement Officer/Licensed Plumbing Inspector

IT IS ORDERED that <u>Thomas Malcolm</u> is re-appointed to serve as Code Enforcement Officer/Licensed Plumbing Inspector as of July 2025 for an indefinite period of time.

Note: The Town Manager and Town Council, through Order #170-2024, appointed Mr. Malcolm for a one (1) year term.

Passed by the Town Council 11/24/2025

Attest: Www M. Lakeman

PROVIDING FOR Street and Parking Lot Closures for Millinocket Marathon

IT IS ORDERED that approval is granted for the following street and parking lot closures for the 2025 Millinocket Marathon and related activities:

- Penobscot Avenue from Central Street to Katahdin Avenue, including intersections
 - o 6:00am 6:00pm
- Veterans Park / Bandstand Parking Lot
 - o 6:00am 6:00pm
 - o Friday December 5th & Saturday December 6th
- Poplar Street from Penobscot Avenue to Katahdin Ave
 - o 6:00am 6:00pm
- Poplar Street and all intersections until Golden Road
 - o 6:00am until races are underway
- Birch Street from Penobscot Avenue to Aroostook Avenue
 - o 6:00am 11:00am

PASSED BY COUNCIL: 1/24

ATTEST:

PROVIDING FOR: Approval of Snowmobile Trail Maintenance Grant Application to the Maine Department of Conservation – Northern Timber Cruisers

IT IS ORDERED that approval is granted to submit the 2025-2026 Northern Timber Cruisers Snowmobile Club application for the Maine Department of Conservation Snowmobile Program Municipal Grant-in-Aid Agreement. The Application requests a total of \$43,196.30 in State funds that are to be supplemented by local/private funds of \$18,512.70 for a total project cost of \$61,709.00. In addition to this, the Town of Millinocket will pay Northern Timber Cruisers Snowmobile Club \$2,400.00 to assist with grooming.

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

Passed by the Council:

Attest:



CONTRACT BETWEEN TOWN OF MILLINOCKET

AND

NORTHERN TIMBER CRUISERS SNOWMOBILE CLUB

THIS AGREEMENT, made as the 10th day of November 18, 2025, between the Northern Timber Cruisers Snowmobile Club (hereinafter referred to as the Operator) and The Town of Millinocket (hereinafter referred to as the Town)

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

I. DESCRIPTION OF WORK

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

II. CONDITIONS

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

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



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

III. INSURANCE

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

IV. CONTRACT PRICE

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

- Labor is defined as not directly attributed to grooming activity. (Includes brush cutting, bridge building, signing, carpentry, and construction.): Grant reimbursement (when applicable)
- Materials for bridge construction, signing, warming huts, and equipment housing: Grant reimbursement.
- Trail grooming and smoothing of snow-covered trail surfaces: Grant reimbursement.
- The Operator shall pay all Federal, State, or local and/or Use taxes applicable to material, process or devices purchased or used in connection with the work under this contract. Reimbursement of this expense will be at the discretion of the Town's contract administrator.

V. GRANT-IN-AID REQUEST AND COST ESTIMATE

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



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

Thirty percent (30%) or seed money for this grant will be provided by the Town as local funds in agreement equal to the State draw-down. The total amount of the grant and seed money will not exceed the estimated total amount of \$61,709.00

The Grant split will be:

Local: 30% = \$18,512.70 raised by private funds and local Town match

State 70% = \$43,196.30

Separately, there will be a split of a \$25,000.00 Town budgeted allocation between all parties involved under this grant program contracted with the Town of Millinocket. The split for Northern Timber Cruisers Snowmobile Club will be \$2,400.00 based on trail milage.

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

VI. TIME AND MANNER OF PAYMENTS

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

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

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

VII. APPLICABLE LAW



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

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

100 E-1-0 (100 to 100 t	Amber Wheaton
Operator	Project Director

By Northern Timber Cruisers Snowmobile Club President By Community Initiatives Director (Title) (Title)

Town Manager

PROVIDING FOR: Approval of Snowmobile Trail Maintenance Grant Application to the Maine Department of Conservation – Twin Pines Snowmobile Club

IT IS ORDERED that approval is granted to submit the 2025-2026 Twin Pine Snowmobile Club application for the Maine Department of Conservation Snowmobile Program Municipal Grant-in-Aid Agreement. The Application requests a total of \$118,148.10 in State funds that are to be supplemented by local/private funds of \$50,634.90 for a total project cost of \$168,783.00. In addition to this, the Town of Millinocket will pay Twin Pines Snowmobile Club \$21,600.00, to assist with grooming.

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

Passed by the Council: 1/24/2025

Attest: Maan M. Lakaman



CONTRACT BETWEEN TOWN OF MILLINOCKET

AND

TWIN PINES SNOWMOBILE CLUB

THIS AGREEMENT, made as the 10th day of November 18, 2025, between the **Twin Pines**Snowmobile Club (hereinafter referred to as the <u>Operator</u>) and The Town of Millinocket (hereinafter referred to as the <u>Town</u>)

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

I. DESCRIPTION OF WORK

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

II. CONDITIONS

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

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



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

III. INSURANCE

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

IV. CONTRACT PRICE

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

- Labor is defined as not directly attributed to grooming activity. (Includes brush cutting, bridge building, signing, carpentry, and construction.): Grant reimbursement (when applicable)
- Materials for bridge construction, signing, warming huts, and equipment housing: Grant reimbursement.
- Trail grooming and smoothing of snow-covered trail surfaces: Grant reimbursement.
- The Operator shall pay all Federal, State, or local and/or Use taxes applicable to material, process or devices purchased or used in connection with the work under this contract. Reimbursement of this expense will be at the discretion of the Town's contract administrator.

V. GRANT-IN-AID REQUEST AND COST ESTIMATE

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



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

Thirty percent (30%) or seed money for this grant will be provided by the Town as local funds in agreement equal to the State draw-down. The total amount of the grant and seed money will not exceed the estimated total amount of \$168,783.00

The Grant split will be:

Local: 30% = \$50,634.90 raised by private funds and local Town match

State 70% = \$118,148.10

Separately, there will be a split of a \$25,000.00 Town budgeted allocation between all parties involved under this grant program contracted with the Town of Millinocket. The split for Twin Pines Snowmobile Club will be \$21,600.00 based on trail milage.

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

VI. TIME AND MANNER OF PAYMENTS

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

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

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

VII. APPLICABLE LAW



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

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

Matthew Politages Provident (New 20, 2015 1): 18 27 6511	Amber Wheaton
Operator	Project Director

By Twin Pines Snowmobile Club President By Community Initiatives Director (Title) (Title)

Town Manager

PROVIDING FOR: Approval of Snowmobile Trail Maintenance Grant Application to the Maine Department of Conservation – Jo Mary Riders

IT IS ORDERED that approval is granted to submit the 2025-2026 Jo Mary Riders Snowmobile Club application for the Maine Department of Conservation Snowmobile Program Municipal Grant-in-Aid Agreement. The Application requests a total of \$98,560.00 in State funds that are to be supplemented by local/private funds of \$42,240.00 for a total project cost of \$140,800.00. In addition to this, the Town of Millinocket will pay Jo Mary Riders Snowmobile Club \$1,000.00 to assist with grooming.

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

Passed by the Council: 1/24/2025

Attest: Maral Jakoman



CONTRACT BETWEEN TOWN OF MILLINOCKET

AND

JO MARY RIDERS SNOWMOBILE CLUB

THIS AGREEMENT, made as the 10th day of November 18, 2025, between the Jo Mary Riders Snowmobile Club (hereinafter referred to as the Operator) and The Town of Millinocket (hereinafter referred to as the Town)

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

I. DESCRIPTION OF WORK

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

II. CONDITIONS

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

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



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

III. INSURANCE

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

IV. CONTRACT PRICE

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

- · Labor is defined as not directly attributed to grooming activity. (Includes brush cutting, bridge building, signing, carpentry, and construction.): Grant reimbursement (when applicable)
- Materials for bridge construction, signing, warming huts, and equipment housing: Grant reimbursement.
- Trail grooming and smoothing of snow-covered trail surfaces: Grant reimbursement.
- The Operator shall pay all Federal, State, or local and/or Use taxes applicable to material, process or devices purchased or used in connection with the work under this contract. Reimbursement of this expense will be at the discretion of the Town's contract administrator.

V. GRANT-IN-AID REQUEST AND COST ESTIMATE

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



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

Thirty percent (30%) or seed money for this grant will be provided by the Town as local funds in agreement equal to the State draw-down. The total amount of the grant and seed money will not exceed the estimated total amount of \$140,800.00

The Grant split will be:

Local: 30% = \$42,240.00 raised by private funds and local Town match

State 70% = \$98,560.00

Separately, there will be a split of a \$25,000.00 Town budgeted allocation between all parties involved under this grant program contracted with the Town of Millinocket. The split for Jo Mary Riders Snowmobile Club will be \$1,000.00 based on trail milage.

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

VI. TIME AND MANNER OF PAYMENTS

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

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

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

VII. APPLICABLE LAW



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

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

	Amoer Wheaton	
Operator	Project Director	
By Jo Mary Riders Snowmobile Club Pr	resident By Community Initiatives Director	
(Title)	(Title)	

Town Manager

PROVIDING FOR: Approval of Snowmobile Trail Maintenance Grant Application to the Maine Department of Conservation – Ebeemee Snowmobile Club

IT IS ORDERED that approval is granted to submit the 2025-2026 Ebeemee Snowmobile Club application for the Maine Department of Conservation Snowmobile Program Municipal Grant-in-Aid Agreement. The Application requests a total of \$30,919.00 in State funds that are to be supplemented by local/private funds of \$13,251.00 for a total project cost of \$44,170.00.

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

Passed by the Council: $\frac{11/24/2025}{7-0}$

Attest:



CONTRACT BETWEEN **TOWN OF MILLINOCKET AND**

EBEEMEE SNOWMOBILE CLUB

THIS AGREEMENT, made as the 10th day of November 18, 2025, between the Ebeemee Snowmobile Club (hereinafter referred to as the Operator) and The Town of Millinocket (hereinafter referred to as the **Town**)

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

I. DESCRIPTION OF WORK

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

II. CONDITIONS

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

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



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

III. INSURANCE

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

IV. CONTRACT PRICE

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

- Labor is defined as not directly attributed to grooming activity. (Includes brush cutting, bridge building, signing, carpentry, and construction.): Grant reimbursement (when applicable)
- Materials for bridge construction, signing, warming huts, and equipment housing: Grant reimbursement.
- Trail grooming and smoothing of snow-covered trail surfaces: Grant reimbursement.
- The Operator shall pay all Federal, State, or local and/or Use taxes applicable to material, process or devices purchased or used in connection with the work under this contract. Reimbursement of this expense will be at the discretion of the Town's contract administrator.

V. GRANT-IN-AID REQUEST AND COST ESTIMATE

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



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

Thirty percent (30%) or seed money for this grant will be provided by the Town as local funds in agreement equal to the State draw-down. The total amount of the grant and seed money will not exceed the estimated total amount of \$44,170.00

The Grant split will be:

Local: 30% = \$13,251.00 raised by private funds

State: 70% = \$30,919.00

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

VI. TIME AND MANNER OF PAYMENTS

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

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

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

VII. APPLICABLE LAW

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

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



Amber Wheaton

Operator

Project Director

By Ebeemee Snowmobile Club President

(Title)

By Community Initiatives Director

(Title)

Town Manager

PROVIDING FOR Approval of Remote Participation in Public Proceedings Policy

WHEREAS the Millinocket Town Council seeks framework and structure related to remote participation for official meetings of the Town Council by Councilors and members of the public;

IT IS ORDERED that the attached Remote Participation for Public Proceedings Policy is approved and adopted.

PASSED BY COUNCIL: 11/24/2025

ATTEST: Michall Lakeman

PROVIDING FOR Street and Parking Lot Closures for Festival of Lights

IT IS ORDERED that approval is granted for the following street and parking lot closures for the 2025 Festival of Lights and related activities:

- Poplar Street from Penobscot Avenue to Katahdin Ave
 - o 3:00pm 8:00pm
 - o Friday December 19th
- Veterans Park / Bandstand Parking Lot
 - o 7:00am 8:00pm
 - o Friday December 19th
- Friday, December 19th, Festival of Lights Parade
 - o Lineup at 3:30pm in Stearns High School parking lot
 - o Kick off at 4:00pm
 - o Route:
 - Across Second St. to Penobscot Ave.
 - Turn left and proceed along Penobscot Ave.
 - End at Veterans Park/Bandstand parking lot

PASSED BY COUNCIL: 11/24/20
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ATTEST: Maaa M LOVENAN