



City of Caribou, Maine

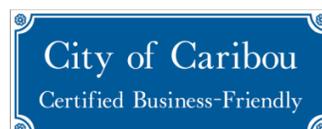
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AGENDA Caribou City Council Regular City Council Meeting 7:00 P.M. Monday, August 11, 2014 Caribou City Council Chambers

1. Public Input
2. Declaration of Conflicts of Interest from the City Council regarding any agenda item.
3. Consider authorizing the minutes of the following meetings:
 - a) July 14, 2014 Council Workshop 2
 - b) July 14, 2014 Council Meeting 3-5
 - c) July 18, 2014 Special Council Meeting 6
4. Consent Agenda
 - a) July 2014 Financials
 - b) July 2014 Police Department Report 7-8
 - c) July 2014 Fire Department Report 9-10
 - d) Fire Department Reports – Six month comparison 2013 and 2014 11-14
 - e) Approval of Amusement and Liquor Licenses 15
 - f) Approval of Quit Claim Deeds 16
 - g) Mutual Aid Ambulance Intercept Agreement 17-19
 - h) Approval of purchase of years of service for MSRS 20
5. General Assistance Ordinance Amendment 21-22
6. Fee For Service Agreement with Facilities Inc 23-31
7. Caribou Community Swimming Pool 32-33
8. Bids on Tax Acquired Properties 34
9. Approving purchase of police squad 35
10. Sand Bids for winter season 36
11. Wage and Classification 37-40
12. Discussion on land owned by Nasiff Land LLC 41-48
13. Other Business

Upcoming Meeting Dates:

Regular City Council Meeting, September 8, 2014 at 7:00 p.m.



A special workshop of the Caribou City Council was held 5:00 p.m. on Monday, July 14, 2014 in Council Chambers with the following members present: Mayor Gary Aiken, Deputy Mayor David Martin, Philip McDonough II, Joan L. Theriault, Shane McDougall, and Kenneth G. Murchison, Jr. and David R. Genthner.

Austin Bleess, City Manager and Tony Mazzucco, Assistant City Manager were present.

John Swanberg, Christopher Bell, Richard Solman, Joseph Sleeper and Shawn Pelletier were present.

Council Agenda Item #1: Executive Session pursuant to MRSA Title 1 §405(6)(C) to discuss economic development.

5:00 p.m. Motion made by P. McDonough, seconded by D. Genthner to move to executive session.

John Swanberg, Christopher Bell, Richard Solman, Joseph Sleeper and Shawn Pelletier left the executive session at 6:00 p.m.

Tracy and Chris Corbin entered the executive session at 6:01 pm.

6:38 p.m. Motion by P. McDonough, seconded by S. McDougall to move out of executive session. (6 yes) So Voted.

No action taken.

6:39 p.m. Motion by P. McDonough, seconded by J. Theriault to go into executive session pursuant to MRSA Title 1 §405(6)(E) to discuss a legal issue.

6:47 p.m. Motion made by P. McDonough, seconded by K. Murchison, to move out of executive session. (6 yes) So voted.

No action taken.

The workshop was declared adjourned.

Austin Bleess, City Manager

A regular meeting of the Caribou City Council was held 7:00 p.m. on Monday, July 14, 2014 in Council Chambers with the following members present: Mayor Gary Aiken, Deputy Mayor David Martin, Philip McDonough II, Joan L. Theriault, Shane McDougall, Kenneth G. Murchison, Jr. and David R. Genthner.

Austin Bleess, City Manager and Tony Mazzucco, Assistant City Manager were present.

Department Managers: Michael Gahagan, Police Chief, Scott Susi, Fire Chief, Penny G. Thompson, Tax Assessor, Kathy Mazzuchelli, Supt. of Parks & Recreation, and Gary Marquis, Director of Parks & Maintenance.

Natalie De La Garza, representing the Aroostook Republican; and Time Warner covered the meeting.

Council Agenda Item #1: Public Input

Mayor Aiken introduced Gary Marquis, future Supt. of Parks & Recreation who has been hired to replace Kathy Mazzuchelli.

Paul Camping, spokesman for a group of citizens that have formed the Caribou Secession Committee, stated the group's intent is to lead Caribou's rural residents in a move to secede from urban Caribou. Their goal is to lower taxes through forming a new municipality named Lyndon. They have delineated the boundaries of the proposed territory which consists of 80% of Caribou's rural land mass.

Council Agenda Item #2: Declaration of Conflicts of Interest from the City Council regarding any agenda item.

Councilor Murchison abstained from Agenda Item #10.

Council Agenda Item #3: Consider authorizing the minutes of the following meetings:

- a) June 23, 2014 Council Meeting
- b) June 24, 2014 Special Council Meeting

Motion made by K. Murchison, seconded by J. Theriault, to accept the minutes of June 23, 2014 Council Meeting and June 24, 2014 Special Council Meeting as presented. (6 yes) So voted.

Council Agenda Item #4: Consent Agenda

- a) June 2014 Financials
- b) June 2014 Police Department Report
- c) June 2014 Fire Department Report
- d) 504 Self Evaluation and Transition Plan
- e) Lunch Wagon Application
 - 1. Daniels Ice Cream
- f) Accepting Forfeited money
- g) Approval of Quitclaim Deeds
 - 1. Bobby Thibodeau, Jr., Map 16, Lot 8J
 - 2. Jonathan Bouchard. Map 37, Lot 24

Motion made by P. McDonough, seconded by K. Murchison, to approve the Consent Agenda with items A to G as presented. (6 yes) So voted.

Council Agenda Item #5: Public Hearing on CDBG Grant

7:16 p.m. Public Hearing opened.

Manager Bless explained the grant money will be used to install a septic system and driveway for Circle B Farms. The project as a whole is much larger with Mr. Blackstone putting in a new packing shed to meet the requirements of the Food Safety Modernization Act. The overall project expense is about \$221,000.

Samuel Blackstone spoke in favor of the grant for Circle B Farms. Mr. Blackstone has been growing blueberries for over 20 years. He needs to expand in order to meet the requirements and processing rules for a sanitary operation.

7:19 p.m. Public Hearing closed.

Motion made by D. Martin, seconded by P. McDonough, to accept the CDBG Grant Funds and direct the City Manager to execute the necessary documents pursuant to Resolutions 2014-2 and 2014-3 previously adopted by the City Council. (6 yes) So voted.

Council Agenda Item #6: Accepting FEMA Grant Award

Manager Bless stated the City was recently awarded a grant from FEMA. The grant is for a \$350,000 Fire Truck, of which the grant covers 95% or \$332,500 with the City's match being \$17,500.

Motion made P. McDonough, seconded by D. Martin, to accept a grant from FEMA to purchase a new Fire Truck. (6 yes) So voted.

Council Agenda Item #7: Caribou Community Swimming Pool

Supt. Mazzuchelli stated the pool was opened in summer of 1953 with the last major repair was completed in 1993. During the summer of 2013, 20 years later, the pool was losing an estimated 1500 gallons of water per day. Mazzuchelli has received two quotes:

1. Brock Enterprises, LLC- total \$685,882.63. Repair of pool shell, installation of new plumbing lines, new liner, installation of a complete circulation and filtration system and complete repair of the pool shell structural cracks.
2. Lane Construction Company-total \$66,105.00. Removing all colored surface areas, grinding the surface and pave prep, patching existing cracks and repaving the area inside the fence. Pipe removal to be performed by Caribou Parks and Rec.

Supt. Mazzuchelli answered several questions from Councilors. The Parks and Recreation Commission felt that monies could be better spent on developing a reserve account that could be funded to provide engineering for an aquatic therapy pool. This is purely suggestive and the estimates have been gathered to provide the City Council with information to make a decision about the future of the outdoor facility.

No action taken.

Council Agenda Item #8: Municipal Service Fee Ordinance

Over the past months, the Council has discussed the Municipal Service Fee Ordinance that could be adopted. Rose Acres, Caribou Garden, Central Aroostook Association and Facilities, Inc., are four of the organizations that would be affected if the Council adopts the proposed ordinance.

No action taken.

Council Agenda Item #9: General Assistance Ordinance Amendment

Maine Municipal Association in coordination with the State, has issued an update to the Overall maximum amounts to be used in calculating General Assistance. Councilor McDonough introduced the ordinance 6-2014 City of Caribou, County of Aroostook, State of Maine an ordinance amending Chapter 17 General Assistance. Short title an ordinance amending General Assistance guidelines.

Motion made by K. Murchison, seconded by P. McDonough, to schedule a public hearing to discuss General Assistance Guidelines on August 11, 2014. (6 yes) So voted.

Council Agenda Item #10: MMA Legislative Policy Committee Ballot

City Manager has received the ballot for MMA's Legislative Policy Committee. The three candidates are as follows:

1. Donald Guimond, Town Manager, Fort Kent
2. Tony Mazzucco, Assistant City Manager, Caribou
3. Christina Therrien, Town Manager, Madawaska

Motion made by P. McDonough, seconded D. Martin to support Tony Mazzucco. (5 yes, 1 abstention K. Murchison) So voted.

Council Agenda Item #11: Putting Tax Acquired Property Out for Bid

1. 20 Pioneer Avenue, Map 36, Lot 52 minimum bid of \$13,000.00
2. 6 Morgan Drive, Map 23, Lot 7 minimum bid of \$13,000.00
3. 13 Vesta Drive, Map 24, Lot 60 minimum bid of \$12,000.00

As mentioned by Manager Bless, if Council authorizes these properties to go out to bid the timeline would be to advertise July 23rd and 30th in the Aroostook Republican. The owners would have until August 6th at 3 p.m. to pay off all of the taxes on the books to keep ownership.

Motion made by P. McDonough, seconded by J. Theriault to advertise tax acquired properties out to bid. (6 yes) So voted.

Council Agenda Item #12: Other Business

1. Mayor Aiken inquired about liability insurance for volunteers. Assistant City Manager will check on fees for liability insurance from MMA.
2. Councilor Murchison mentioned he received a letter for Affordable Health Care Act.

Motion made by D. Genthner, seconded by P. McDonough to adjourn the meeting at 8:10 p.m. (6 yes) So voted.

Council Agenda Item #13: Executive Session pursuant to MRSA Title I §405(6)(E) to discuss a legal issue.

Executive Session was held at 5:00 p.m.

Upcoming Meeting Dates:

Regular City Council Meeting, August 11, 2014 at 7:00 p.m.

Kalen Hill, Secretary Pro-Tem

A special meeting of the Caribou City Council was held 8:00 a.m. on Friday, July 18, 2014 in Council Chambers with the following members present: Mayor Gary Aiken, Philip McDonough II, Joan L. Theriault, Shane McDougall, and Kenneth G. Murchison, Jr. Deputy Mayor David Martin and David R. Genthner, Sr. were absent and excused.

Austin Bleess, City Manager and Tony Mazzucco, Assistant City Manager were present.

Council Agenda Item #1: Dangerous Buildings

City Manager Bleess informed the Council that the property owned by Steve Nasiff and declared dangerous by the City Council on June 23, 2014 has not been secured pursuant to the Council Order as of July 18, 2014. An email from Mr. Nasiff was reviewed by the Council. Discussion held.

Motion made by K. Murchison, seconded by J. Theriault, to authorize city staff to cause the property to be secured utilizing fencing and whatever reasonable means necessary in accordance with the Council order dated June 23, 2014 and by the power given to the Municipal Officers in 17 MRSA §2856 and for all expenses thereof to be repaid to the City by the owner within 30 days after demand in accordance with Title 17, Chapter 91, Subchapter 4 Dangerous Buildings of Maine State Law. (5 yes) So voted.

Motion made by P. McDonough, seconded by K. Murchison, to adjourn at 8:14 a.m. (4 yes) So voted.

Austin Bleess, City Manager

Caribou Police Department

JULY 2014 MONTHLY REPORT

	OFFENSE	Amount		OFFENSE	Amount
1	Complaints	2359	40	Violation of Interim License	0
2	Motor Vehicle Accidents	22	41	Allowing viol. Of Title 29 A Sec 210	0
3	Escorts	4	42	Violation of Permit	1
4	Theft Complaints	34	43	Failure to Stop at Stop Sign	1
5	Crim. Mischief Complaints	9	44	Failure to Stop for Pedestrians	0
6	Animal Complaints	25	45	Traffic Hazard Complaints	0
7	Domestic Complaints	5	46	Stops and Checks M/V	1737
8	Burglary Complaints	13	47	Parking Tickets	0
9	Oper. M/V Under the Influ.	5	48	Business Alarms	21
10	Criminal Trespass Comp.	8	49	M/V Permits	13
11	Motor Vehicle Theft	2	50	Handling Prisoners	61
12	Unsecured Doors&Windows	0	51	Running Intoxilyzer	3
13	Motor Vehicle Complaints	42	52	No Insurance	14
14	Missing Persons	1	53	Warrant Arrests	20
15	Harassment Complaints	18	54	Fireworks Violation	0
16	Assault Complaints	8	55	Leave the Scene of Accident	0
17	O.A.S. Arrests	4	56	Failure to Yield the Right of Way	0
18	Juvenile Complaints	2	57	Arson Complaints	0
19	Fight Complaints	0	58	Drug Complaints	0
20	Noise Complaints	15	59	Disorderly Conduct Complaints	26
21	Criminal Threat Complaints	0	60	Unlawful Sexual Contact	1
22	Lost & Found	4	61	Gross Sexual Contact	2
23	Neg. Worthless Inst. Comp.	0	62	Unattended Death Reports	2
24	Prowler Complaint	1	63	Burglary Arrests	1
25	Criminal Trespass Arrest	8	64	Violation of Probation Arrests	0
26	Assist Other Agencies	26	65	Criminal Records Check	25
27	Assault Arrest	8	66	Refusal to Sign U.T.T.	0
28	Drunk Complaint	0	67	Violation of Liquor Laws	7
29	Litter Complaint	0	68	Violation of Tobacco Laws	1
30	Theft Arrest	4	69	Violation of Drug Laws	1
31	Oper.Unregistered M/V	1	70	Failure to Produce Pawn Slips	0
32	Oper M/V Without a License	0	71	Snowsled & ATV Complaints	2
33	Driving To Endanger	0	72	Juvenile Arrests	8
34	Expired Inspection	4	73	Prov. A Place for Minors to Consume Alc.	0
35	Inadequate Exhaust	0	74	Criminal Mischief Arrests	9
36	Unnecessary Noise	0	75	Violation of Bail Conditions	3
37	Eluding an Officer	1	76	Seatbelt Violation	0
38	Speeding	32	77	Disorderly Conduct Arrests	0
39	Failing to Stop for LEO	1	78	Receiving Stolen Property	0

Caribou Police Department

OFFENSE		Amount	OFFENSE		Amount
79	House Watch Requests	10	91	Criminal Simulation	0
80	Harassment Arrest	0	92	911 Calls	16
81	Truant from School	0	93	Failure to License Dog	0
82	Criminal Threatening Arrests	0	94	Assault Domestic Violence	0
83	Reckless Conduct Complaints	0	95	Check on Well Being	11
84	Loaded Firearm in a M/V	0	96	Police Information	14
85	Making a False Public Report	1	97	Suspicious Activity/Person/MV	31
86	Possession of a Concealed W	2	98	Civil Complaint	8
87	Misuse of E-911	0			
88	Violation Of Protection Order	0			
89	Poss. of a Firearm by a Felon	0			
90	Multi-handgun purchase	0			

Respectively Submitted,

Chief Michael W. Gahagan
Caribou Police Department

**CFAD MONTHLY REPORT
July 2014**

Total Fire/ Rescue Calls	24	Total Amb. Calls 211 inc. Air & Assists	
-Alarms for Fires (33)	3	- Ground Amb.:	184
-Alarms for Rescues (66)	2	- Air Amb. Flights:	5
-Silent Alarms	19	- Amb. Assist Calls:	22
-Haz-Mat		- ALS Calls	115
-Grass Fires		- BLS Calls	62
-Chimney Fires		- No Transport	12
-False Alarms	3	- Calls Turned Over: 9 = \$19,300	
-10-55's	6	Total Out of Town Amb. Calls	19
-Aid to Police	2	Total Out of Town Fire/Rescue Calls	3
-Public Service	3	Est. Fire Loss, Caribou	\$5,000
Total Hours Pumped	20 min	Est. Fire Loss, out of City	\$
Gallons of Water Used	300	Total Est. Fire Loss	\$5,000
Amt. of Hose used:	75'	Total Maint. Hours	13
Ladders Used (in Feet):	(75' Ariel)_____	Total Training Hours	81.5 mhrs.
Thermal Imaging Camera Used:		Miles Traveled by all Units	12,794
CO2 Meter Used:	1	Fire Permits Issued	84
Rescue Sled & Snowmobile:		*Color Guard Training	12 mhrs.
Rescue Boat:			
Jaws Used:		Total Fire & Amb. Calls	235

MUTUAL AID TO:

P.I.F.D.	
F.F.F.D.	1
L.F.D.	
W.F.D.	2
Stockholm F.D.	
North Lakes FD	
Crown Amb	1
Van Buren Amb.	
Life Flight	1

MUTUAL AID FROM:

P.I.F.D.
F.F.F.D.
L.F.D.
W.F.D.
Stockholm F.D.
North Lakes FD
Crown Amb

OUT OF CITY FIRES/RESCUES

LOCATION	# OF CALLS	MAN HRS.
Woodland		
New Sweden	1	1.5
Connor	2	4.5
Westmanland		

Scott Susi, Chief

Caribou Fire and Ambulance
BREAKDOWN OF FIRES
For July 2014

Situation Found	# Of Incidents	Fire Casualties	Est. Property Damage
1. Private Dwellings inc. Mobile Homes			
2. Apartments (3 or more)			
3. Hotels & Motels			
4. Dormitories & Boarding Homes			
5. Public Assembly (Church, Restaurant)			
6. Schools			
7. Institutions (Hospitals, Jails, Nursing Homes)			
8. Stores, Offices			
9. Industry, Utility, Defense			
10. Storage			
11. Vacant Buildings or being Built			
12. Fires outside structure w/value (crops, timber, etc.)			
13. Fires Highway Vehicles	2		\$5,000
14. Other Vehicles (planes, trains, etc.)			
15. Fires in brush, grass w/no value	3		

Other Incidents

16. Haz-Mat	
17. False Calls	3
18. Mutual Aid Calls	3 (2-WFD; 1-FFFD)
19. Aid to Ambulance (10-55's)	6
20. Aid to Police	2
21. Investigation (Smoke, CO ₂ or Alarm)	2 (1-Alarm; 1-CO)
22. Service Calls	3

Total Calls for the Month: ____24____

**CFAD BI-ANNUAL REPORT
Jan. - June 2014**

Total Fire/ Rescue Calls	110	Total Amb. Calls 1015 inc. Air & Assists	
-Alarms for Fires (33)	19	- Air Amb. Flights:	31
-Alarms for Rescues (66)	2	- Amb. Assist Calls:	67
-Silent Alarms	89	- ALS Calls	552
-Haz-Mat	1	- BLS Calls	354
-Grass Fires	8	- No Transport	42
-Chimney Fires	5	- Calls Turned Over:	31-\$66,622
-False Alarms	3	Total Out of Town Amb. Calls	112
-10-55's	21	Total Out of Town Fire/Rescue Calls	14
-Aid to Police	4	Est. Fire Loss, Caribou	\$217,900
-Public Service	13	Est. Fire Loss, out of City	\$56,900
		Total Est. Fire Loss	\$274,800

Total Hours Pumped	17.5	Total Maint. Hours	56 mhrs
Gallons of Water Used	144,725	Total Training Hours	1,043.25 mhrs
Hose Used (in feet):	5,325'	Miles Traveled by all Units	70,696
Ladders Used (in feet): 73' (75' Ariel)___7__		Fire Permits Issued	542

*Color Guard Training 96

Thermal Imaging Camera Used:	11	Total Fire & Amb.	1,125
CO2 Meter Used:	10		
Rescue Sled & Snowmobile	2		
Rescue Boat:	2 - Warden's Boat		
Jaws Used:	1		

MUTUAL AID TO:

P.I.F.D.	4
F.F.F.D.	
L.F.D.	1
W.F.D.	
Stockholm F.D.	
North Lakes FD	
Crown Amb	4
Van Buren Amb.	15

MUTUAL AID FROM:

P.I.F.D.	3
F.F.F.D.	1
L.F.D.	1
W.F.D.	2
Stockholm F.D.	
North Lakes FD	
Crown Amb	
Van Buren FD	

OUT OF CITY FIRES/RESCUES

LOCATION	# OF CALLS	MAN HRS.
Woodland	9	126.75
New Sweden	1	18
Connor	3	6.5
Westmanland		
Rescues		
Perham	1	1.25

BREAKDOWN OF FIRES
For Jan - June 2014

Situation Found	# Of Incidents	Fire Casualties	Est. Property Damage
1. Private Dwellings inc. Mobile Homes	11		\$52,900
2. Apartments (3 or more)	1		
3. Hotels & Motels			
4. Dormitories & Boarding Homes			
5. Public Assembly (Church, Restaurant)	1		
6. Schools			
7. Institutions (Hospitals, Jails, Nursing Homes)			
8. Stores, Offices	3		\$200,300
9. Industry, Utility, Defense			
10. Storage	5		\$15,600
11. Vacant Buildings or being Built	2		
12. Fires outside structure w/value (crops, timber, etc.)			
13. Fires Highway Vehicles	2		\$5,500
14. Other Vehicles (planes, trains, off road, etc)	1		\$500
15. Fires in brush, grass w/no value	8		

Other Incidents

16. Haz-Mat	1
17. False Calls	3
18. Mutual Aid Calls	7
19. Aid to Ambulance (10-55's)	21
20. Aid to Police	4
21. Investigation (Smoke, CO ₂ or Alarm)	27
22. Service Calls	13

Total Calls for the Period: ____ 110 ____

**CFAD BI-ANNUAL REPORT
Jan. - June 2013**

Total Fire/ Rescue Calls	118	Total Amb. Calls 1007 inc. Air & Assists	
-Alarms for Fires (33)	19	- Air Amb. Flights:	26
-Alarms for Rescues (66)	2	- Amb. Assist Calls:	44
-Silent Alarms	97	- ALS Calls	535
-Haz-Mat		- BLS Calls	379
-Grass Fires	20	- No Transport	51
-Chimney Fires	5	- Calls Turned Over: 45 =	\$133,091 (to date)
-False Alarms	5	Total Out of Town Amb. Calls	112
-10-55's	23	Total Out of Town Fire/Rescue Calls	22
-Aid to Police		Est. Fire Loss, Caribou	\$60,900
-Public Service	11	Est. Fire Loss, out of City	\$114,200
		Total Est. Fire Loss	\$175,100

Total Hours Pumped	30 hrs.	Total Maint. Hours	50 hrs.
Gallons of Water Used	297,357	Total Training Hours	801.5 mhrs.
Hose Used (in feet):	8,375	Miles Traveled by all Units	50,556
Ladders Used (in feet): 239 (75' Ariel)___5__		Fire Permits Issued	614

*Color Guard Training 128.5 mhrs.

Thermal Imaging Camera Used:	12
CO2 Meter Used:	8
Rescue Sled & Snowmobile	2
Rescue Boat:	
Jaws Used:	1

Total Fire & Amb. 1125

MUTUAL AID TO:

P.I.F.D.	4
F.F.F.D.	
L.F.D.	1
W.F.D.	1
Stockholm F.D.	
North Lakes FD	
Crown Amb	11- Stby.
Van Buren Amb.	4-Intercepts

MUTUAL AID FROM:

P.I.F.D.	4
F.F.F.D.	
L.F.D.	2
W.F.D.	1
Stockholm F.D.	1
North Lakes FD	1
Crown Amb	1-Stby.
Van Buren FD	2

OUT OF CITY FIRES/RESCUES

LOCATION	# OF CALLS	MAN HRS.
Woodland	10	105.25
New Sweden	8	11.5
Connor	4	139.75
Westmanland		

3 Fire Extinguisher Classes - 42 participants
 Relay for Life - 11 mhrs.
 Tommy Trauma - 1.5 mhrs. = 84 students
 Health Class @ CHS - 7 mhrs. = 100 students

BREAKDOWN OF FIRES
For Jan - June 2013

Situation Found	# Of Incidents	Fire Casualties	Est. Property Damage
1. Private Dwellings inc. Mobile Homes	17		\$135,100
2. Apartments (3 or more)			
3. Hotels & Motels			
4. Dormitories & Boarding Homes			
5. Public Assembly (Church, Restaurant)			
6. Schools			
7. Institutions (Hospitals, Jails, Nursing Homes)			
8. Stores, Offices	1		\$500
9. Industry, Utility, Defense			
10. Storage	2		\$22,000
11. Vacant Buildings or being Built	2		
12. Fires outside structure w/value (crops, timber, etc.)			
13. Fires Highway Vehicles	6		\$17,000
14. Other Vehicles (planes, trains, off road, etc)	1		\$500
15. Fires in brush, grass w/no value	20		

Other Incidents

16. Haz-Mat	
17. False Calls	5
18. Mutual Aid Calls	6
19. Aid to Ambulance (10-55's)	23
20. Aid to Police	
21. Investigation (Smoke, CO ₂ or Alarm)	24
22. Service Calls	11

Total Calls for the Month: 118



OFFICE OF THE CITY MANAGER
CARIBOU, MAINE

To: Mayor and Council Members
From: Austin Bleess, City Manager
Date: August 11, 2014
Re: Approval of Amusement and Liquor Licenses

The Caribou Bowladrome/Sport's Inn has submitted a renewal of their special amusement permit. They have a Juke box, dart boards, pool table, vending machines and bowling. They are also requesting a renewal of their liquor license.

The Great Wall dba as Jade Palace has submitted a renewal request for their liquor license. They have also submitting a request for renewal of their special amusement permit which is for a DJ in their lounge area.



OFFICE OF THE CITY MANAGER
CARIBOU, MAINE

To: Mayor and Council Members
From: Austin Bleess, City Manager
Date: August 11, 2014
Re: Approval of Quit Claim Deeds

The following owners of record have paid off the back taxes on their property and we need to issue quit claim deeds to them.

Map 16, Lot 8 J	Estate of Bobby Thibodeau Jr
Map 24, Lot 60	Walter Alley



OFFICE OF THE CITY MANAGER
CARIBOU, MAINE

To: Mayor and Council Members
From: Austin Bleess, City Manager
Date: August 11, 2014
Re: Mutual Aid Ambulance Intercept Agreement

On the next two pages is a Mutual Aid Agreement. This agreement with Van Buren would allow them to bill ambulance charges at an ALS rate when we provide intercept service for them. We charge the town of Van Buren for intercept service and that charge is more than they can collect from billing at a BLS service level. By approving this Agreement Van Buren can charge at an ALS rate. We will still receive the same amount of money, but they will be able to receive more money for these intercepts.

AUTOMATIC AMBULANCE MUTUAL AID AMBULANCE INTERCEPT AGREEMENT

The Caribou City Councilors, acting in their capacity as Municipal Officers for the City of Caribou, hereinafter referred to as the "City", in accordance with the vote of said councilors at a regular meeting held on August 11, 2014 enter into contract with The Town of Van Buren, Maine in accordance with the vote of said Municipal Officials, hereinafter referred to as the "Municipality", at a regular meeting held on _____ 2014, for automat mutual aid and ambulance intercept coverage for the Town of Van Buren.

1. The City agrees to provide 24-hour Ambulance Mutual Aid coverage to the town of Van Buren to the minimum of Intermediate Level of patient care according to the Rules of Maine Emergency Medical Services. All personnel will be trained to the standards of Maine EMS and be so licensed.
2. When a call for the Ambulance is received at the Caribou Fire and Ambulance Department from any person in the agency, the following procedure shall be followed:
 - a. When a call for the Ambulance is classed as an Emergency Call (meaning not a routine transfer), the dispatcher shall immediately notify his / her Superior who shall dispatch, as soon as possible, such force needed in response to the call which the Superior or Officer-in-Charge shall deem necessary and proper under the circumstances, if so warranted to include 1st Responders if available.
3. The ambulance crew or 1st Responders sent to aid, assist or intercept, shall at all times be directly under the order and control of the Officer-in-Charge of the call, however, while within the limits of the Municipality, the force is acting in behalf of, and as agent for the service to call for special equipment or personnel to help with the situation, should the need arise.
4. When in the opinion of the Officer-in-Charge, the services of the City are no longer needed, he / she shall order the ambulance crew to return to the City Fire Station.
5. While in the area of the covered Municipality, the Municipality agrees to provide Police Protection and support for the ambulance crews, should the need arise.
6. The City shall be compensated for responding to a call for the ambulance by the Municipality under the ambulance intercept agreement. In the case that Caribou transports the patient, the City of Caribou will bill the patient and/or insurance.
7. Invoices will be submitted by the Town of Van Buren on a call by call basis.

8. This agreement shall be in effect from July 1st, 2014 to July 1st, 2015 and may be extended if both Municipalities agree.

IN WITNESS WHEREOF, the parties to those present have executed this Contract, each of which shall be deemed on original on the _____ 2014.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Witness to all

Town of Van Buren.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

Witness to all

Caribou City Councilors

Filed with Secretary of State _____ 2014.



OFFICE OF THE CITY MANAGER
CARIBOU, MAINE

To: Mayor and Council Members
From: Austin Bleess, City Manager
Date: August 11, 2014
Re: Approval of purchase of years of service for MSRS

Scott Michaud is requesting to purchase, with no cost to the City, his years of service to the City from the Maine State Retirement System and to request and receive an actuarial valuation of the cost of his service purchase, at no cost to the city.

This is something the city has approved in the past, as there is no cost to the city for this to be done, but the Council must authorize it for the Maine State Retirement System.



GENERAL ASSISTANCE OFFICE
CARIBOU, MAINE

To: Mayor and Council Members, and City Manager
From: Jayne R. Farrin, General Assistance Administrator
Date: August 11, 2014
Re: General Assistance Ordinance Amendment

Below is the proposed 2014-2015 General Assistance Ordinance Appendix A. Annually the municipal officers must approve/adopt the new maximum levels of assistance as established as a matter of state law based on certain federal values.

A Motion to adopt Ordinance No. 6, 2014 Series, an Ordinance amending Appendix A of Chapter 17 General Assistance.

Appendix A is a listing of the overall maximum levels of assistance.

Comparison	Overall Maximums			
# in Household	20011/12	2012/13	2013/14	PROPOSED 14/15
One	\$475.00	\$428.00	\$506.00	\$514.00
Two	\$586.00	\$527.00	\$539.00	\$547.00
Three	\$701.00	\$631.00	\$644.00	\$653.00
Four	\$915.00	\$824.00	\$840.00	\$851.00
Five	\$1013.00	\$912.00	\$929.00	\$941.00
Six	\$1088.00	\$980.00	\$997.00	\$1010.00

I will be available for your questions on the 11th of August.

This does require a public hearing before the Council can act on it.

Councilor _____ introduced the following ordinance:

Ordinance No. 6, 2014 Series
City of Caribou
County of Aroostook
State of Maine

AN ORDINANCE AMENDING CHAPTER 17 General Assistance

Short Title: An Ordinance Amending General Assistance Guidelines.

The City Council of the City of Caribou, County of Aroostook, State of Maine, pursuant to the requirements of the City of Caribou Charter, Section 2.11 (1) does ordain the following:

Appendix A of Chapter 17 of the Caribou City Ordinances in hereby repealed.

Appendix A of Chapter 17 of the Caribou City Ordinances is hereby amended as follows:

OVERALL MAXIMUMS

<u>County</u>	<u>Persons in Household</u>					
Aroostook	1	2	3	4	5	6
	\$514.00	\$547.00	\$653.00	\$851.00	\$941.00	\$1010.00

Add \$69 for each additional person

This ordinance, being introduced on July 14, 2014 and a public hearing being held on August 11, 2014 was duly passed by the City Council of the City of Caribou, Maine, this _____ day of _____ 2014.

Gary Aiken, Mayor

Kenneth G. Murchison Jr, Councilor

Shane McDougall, Councilor

David Martin, Councilor

Philip J. McDonough II, Councilor

David Genthner Sr, Councilor

Joan Theriault, Councilor

Attest:

Jayne R. Farrin, City Clerk



OFFICE OF THE CITY MANAGER
CARIBOU, MAINE

To: Mayor and Council Members
From: Austin Bleess, City Manager
Date: August 11, 2014
Re: Fee For Service Agreements

On the following pages are a Fee For Service agreement with Facilities Inc and Central Aroostook. The agreement will allow us to receive some money from these groups on a voluntary basis rather than implementing a fee for service ordinance.

The agreement with Facilities Inc is for \$2,000 in 2015 and 2% of gross revenues from Vicker's Drive for 2016 and forward. The agreement will also move forward and not look back, as it would agree to not collect the old bills that were sent under the agreement that cannot be found. We estimate the annual amount to be around \$2,700.

The agreement with Central Aroostook is to pay an amount equal to the real estate taxes, with a limit of 2% of the gross revenues of the corporation. They did express disappointment that no consideration was given for the jobs they have here in Caribou and are asking for the Council to consider giving a \$10,000 reduction in valuation as part of the agreement which is what the homestead reimbursement would be if this was a residential home. Based on the 2014 Mill Rate the amount would be \$5,891.66. If the Council were to agree to the \$10,000 reduction in valuation for the fee calculation it would be \$5,445.66 based on the current mill rate.

The agreement is modeled after the one from Maine Municipal Association.

The agreements are on the following pages. We would need council authorization to move forward.

**AGREEMENT FOR PAYMENT BY A NOT-FOR-PROFIT CORPORATION IN LIEU
OF TAXES ON EXEMPT PROPERTY (REAL ESTATE)**

THIS AGREEMENT is made and executed in duplicate this _____ day of 20____, by and between the MUNICIPALITY of Caribou, a municipal corporation organized and existing under and by virtue of the laws of the State of Maine and located in Aroostook County (hereinafter referred to as “the MUNICIPALITY”) and Facilities Inc, a Maine not- for-profit corporation with a place of business in Caribou, Aroostook County, Maine (hereinafter, “the CORPORATION”).

WITNESSETH:

WHEREAS, the CORPORATION is a Maine non-profit corporation with a place of business in Caribou, Aroostook County, Maine which is or may be currently exempt from municipal taxation under Title 36 M.R.S.A. Section 652; and

WHEREAS, the CORPORATION owns certain real estate located at and designated as Lot 6 on Map 11 of the MUNICIPALITY’s assessing maps prepared by James W. Sewall Co and revised by Blackstone Land Surveying PA; and dated April 1, 2013, on file at the MUNICIPALITY’s offices, said real estate also being known as the Vicker’s Hope project within the CORPORATION; and

WHEREAS, the CORPORATION has proposed to make a voluntary annual service fee payment to the MUNICIPALITY in lieu of taxes upon qualification of that lot as tax exempt under Title 36 M.R.S.A. Section 652; and

WHEREAS, the CORPORATION and MUNICIPALITY have previously disagreed concerning the applicability and extent of the prior PILOT agreement between the parties and by entering into this agreement the parties intend to resolve for all time any dispute concerning PILOT payments for years prior to 2015;

NOW, THEREFORE, in consideration of the mutual understandings and obligations hereinafter set forth, the parties hereby agree as follows:

1. Tax Exempt Status. The MUNICIPALITY hereby agrees that the property on Assessors Map 11, Lot 6 qualifies for exemption from municipal property taxation by the MUNICIPALITY under the exemption established by Title 36 M.R.S.A. Section 652. The MUNICIPALITY hereby agrees that, for so long as this Agreement shall remain in force, the MUNICIPALITY will not contest any determination by the MUNICIPALITY’s Tax Assessor(s) that the subject lot is entitled to exemption under Title 36 M.R.S.A. Section 652.

2. Payment in Lieu of Taxes. The CORPORATION agrees to pay to the MUNICIPALITY an annual service fee payment in lieu of taxes and in lieu of any service charge, including such charges as may be imposed under 36 M.R.S.A. Section 652(1)(L). The payment agreed to herein shall be the only annual payment required of CORPORATION to pay to MUNICIPALITY as an offset of the public operating expenses of MUNICIPALITY.

For calendar year 2015 The CORPORATION agrees to pay \$2,000. For calendar year 2016 and beyond The CORPORATION agrees to pay an amount equal to 2% of their Gross Revenues derived from the operations of CORPORATION solely at the Vicker's Hope project as designated at Map 11, Lot 6 of the Caribou Tax Maps. Said payments will be made in one installment to be paid on or before September 30th

In order to determine the amount equal to 2% of The CORPORATION Gross Revenues The CORPORATION will provide The MUNICIPALITY with its most recent audited financial statements by June 1 of each year reflecting the gross revenues of only the Vicker's Hope project of CORPORATION. Upon request of MUNICIPALITY, CORPORATION shall authorize its accountant to discuss with MUNICIPALITY the audited financial statement of the Vicker's Drive project and to answer any questions thereon.

3. Billing. When the MUNICIPALITY sends out its annual tax bills, the MUNICIPALITY agrees to provide the CORPORATION with a bill for said annual service fee payment in lieu of taxes, which bill shall contain the itemized amount of the land value and building values, the tax rate for the applicable year, and a calculation of the amount due under the terms of this Agreement. The CORPORATION and the MUNICIPALITY agree that the land and building value shall be determined in accordance with the standard practices utilized to value and assess comparable properties in the MUNICIPALITY.

4. Valuation Appeals Preserved. If the CORPORATION disagrees with the values and/or calculation utilized by the MUNICIPALITY'S Tax Assessor(s), the parties agree that the CORPORATION shall have the right to petition the MUNICIPALITY's Tax Assessor(s) for a review of those values and/or calculation in accordance with the practices, procedures, and principles applicable to tax abatement requests. If the CORPORATION and the Tax Assessor(s) are unable to agree on the value and/or calculation to be utilized for the payment in lieu of taxes within 60 days from the CORPORATION's filing of a petition with the MUNICIPALITY's Tax Assessor(s), the parties agree that the matter may be appealed by the CORPORATION to the MUNICIPALITY's Board of Assessment Review for a determination of the appropriate values and/or calculation in the same manner as other valuation appeals made pursuant to 36 M.R.S.A. Sec., 843(1). If the CORPORATION disagrees with the decision of the Board or if the Board fails to make a decision within 60 days from the date of the filing of the appeal by the CORPORATION, the parties agree that the CORPORATION may initiate and pursue an action in the Maine courts for a determination of the appropriate values and/or calculation in accordance with the same legal principles utilized by the courts in tax valuation appeals and in interpreting the application of contracts such as this instant agreement. Said action must be initiated by the CORPORATION within 40 days from the earliest of: (1) the date of receipt by the CORPORATION of the Board's decision, or (2) 60 days from the date of filing of an appeal with the Board by the CORPORATION unless the deadline is extended by the mutual consent of the MUNICIPALITY and the CORPORATION. Any refund due to the CORPORATION because of a reduction in value, plus interest thereon at the rate established by the MUNICIPALITY for delinquent taxes for the fiscal year in question less four percent (4%), shall be paid by the MUNICIPALITY to the CORPORATION within 30 days from the date on which the determination of value becomes final.

5. Termination of Agreement. This Agreement shall terminate upon the first to occur of any one of the following events:

- a. Any change in State law which deprives the CORPORATION of its exemption under title 36 M.R.S.A. Section 652 with respect to the subject lot;
- b. Failure of the CORPORATION to maintain its legal status and its good standing as a Maine charitable non-profit corporation under Title 13-B, M.R.S.A., and Title 36 M.R.S.A. Sec. 652(1)(A);
- c. Transfer of the subject property to a corporation, person or entity other than the CORPORATION or a related tax-exempt entity, whether by conveyance, lease or otherwise (however, in the case of a partial transfer, this Agreement shall not terminate, but the valuation of the portion of the subject property remaining in the ownership of the CORPORATION and the payment in lieu of taxes will be revised to reflect, *pro tanto*, the conveyance, and the revision will become effective on the April 1 next following the transfer, and the portion conveyed will be subject to taxation unless otherwise exempt);
- d. Use of any part of the subject property by the CORPORATION for any use not incidental to the corporate purpose(s) on which the exemption of the real estate was predicated, and use of any part of the subject property by any person or entity other than the CORPORATION.

In the event this Agreement shall terminate as provided above, the termination shall be deemed to take effect on March 31st next following the event giving rise to the termination. Upon termination of this Agreement the corporation's obligation to make further payments in lieu of taxes to the MUNICIPALITY in respect to the property shown on the MUNICIPALITY's assessing Map 11 as Lot 6 shall cease. Upon termination, the MUNICIPALITY shall be entitled to assess and collect all taxes and/or other charges lawfully assessable against the property, provided that CORPORATION is not otherwise exempt from municipal real estate taxation under State law.

6. RELEASE OF PRIOR CONTROVERSY: This agreement is intended as a fresh start between the parties, and the undersigned mutually and reciprocally release and discharge each other, and their respective heirs, executors, administrators, successors and assigns as and from all claims, actions, suits, demands, agreements, liabilities and obligations under any prior PILOT agreement or arrangement between the parties whatsoever from the beginning of time to the date of this release, including those immediately preceding tax years in which CORPORATION did not make a PILOT payment to MUNICIPALITY.

IN WITNESS WHEREOF, the parties have executed duplicate originals of this Agreement on the day and year first written above.

City of Caribou (hereinabove, "the MUNICIPALITY")

Austin Bless
City Manager, Duly Authorized

Facilities Inc (hereinabove, "the CORPORATION")

Brian Ostlund
Executive Director, Duly Authorized

State of Maine Date: _____, 20__
Aroostook County, ss.

Then personally appeared the above-named Austin Bless, of the City of Caribou, and acknowledged the foregoing to be his/her free act and deed in his said capacity, and the free act and deed of the Inhabitants of the said Municipality.

Then personally appeared the above-named Brian Ostlund, of City/Town of _____, and acknowledged the foregoing to be his free act and deed in his said capacity, and the free act and deed of said Facilities Inc

Before me,

(Printed Name)
Notary Public

My commission expires:_____

**AGREEMENT FOR PAYMENT BY A NOT-FOR-PROFIT CORPORATION IN LIEU
OF TAXES ON EXEMPT PROPERTY (REAL ESTATE)**

THIS AGREEMENT is made and executed in duplicate this _____ day of 20____, by and between the MUNICIPALITY of Caribou, a municipal corporation organized and existing under and by virtue of the laws of the State of Maine and located in Aroostook County (hereinafter referred to as “the MUNICIPALITY”) and Central Aroostook Association, a Maine not- for-profit corporation with a place of business in Caribou, Aroostook County, Maine (hereinafter, “the CORPORATION”).

WITNESSETH:

WHEREAS, the CORPORATION is a Maine non-profit corporation with a place of business in Caribou, Aroostook County, Maine which is or may be currently exempt from municipal taxation under Title 36 M.R.S.A. Section 652; and

WHEREAS, the CORPORATION owns certain real estate located at and designated as Lot 202 on Map 39 and Lot 27 on Map 40 of the MUNICIPALITY’s assessing maps prepared by James W. Sewall Co and revised by Blackstone Land Surveying PA; and dated April 1, 2013, on file at the MUNICIPALITY’s offices,

WHEREAS, the CORPORATION has proposed to make a voluntary annual service fee payment to the MUNICIPALITY in lieu of taxes upon qualification of that lot as tax exempt under Title 36 M.R.S.A. Section 652;

NOW, THEREFORE, in consideration of the mutual understandings and obligations hereinafter set forth, the parties hereby agree as follows:

1. Tax Exempt Status. The MUNICIPALITY hereby agrees that the property on Assessors Lot 202 on Map 39 and Lot 27 on Map 40 qualifies for exemption from municipal property taxation by the MUNICIPALITY under the exemption established by Title 36 M.R.S.A. Section 652. The MUNICIPALITY hereby agrees that, for so long as this Agreement shall remain in force, the MUNICIPALITY will not contest any determination by the MUNICIPALITY’s Tax Assessor(s) that the subject lot is entitled to exemption under Title 36 M.R.S.A. Section 652.

2. The CORPORATION agrees to pay to the MUNICIPALITY an annual service fee payment in lieu of taxes and in lieu of any service charge under 36 M.R.S.A. Section 652(1)(L) beginning in 2015 in an amount equal to the real estate taxes that would have been assessed by the MUNICIPALITY against the property if it were not exempt from taxation. In no instance shall this fee exceed 2% of the gross annual revenues of the CORPORATION.

In order to determine 2% of the gross annual revenues the CORPORATION shall provide a copy of its most recent audited financial statements to the MUNICIPALITY by July 1 of each year.

3. Billing. When the MUNICIPALITY sends out its annual tax bills, the MUNICIPALITY agrees to provide the CORPORATION with a bill for said annual service fee payment in lieu of taxes, which bill shall contain the itemized amount of the land value and building values, the tax rate for the applicable year, and a calculation of the amount due under the terms of this Agreement. The CORPORATION and the MUNICIPALITY agree that the land and building value shall be determined in accordance with the standard practices utilized to value and assess comparable properties in the MUNICIPALITY.

4. Valuation Appeals Preserved. If the CORPORATION disagrees with the values utilized by the MUNICIPALITY's Tax Assessor(s), the parties agree that the CORPORATION shall have the right to petition the MUNICIPALITY's Tax Assessor(s) for a review of those values in accordance with the practices, procedures, and principles applicable to tax abatement requests. If the CORPORATION and the Tax Assessor(s) are unable to agree on the value to be utilized for the payment in lieu of taxes within 60 days from the CORPORATION's filing of a petition with the MUNICIPALITY's Tax Assessor(s), the parties agree that the matter may be appealed by the CORPORATION to the MUNICIPALITY's Board of Assessment Review for a determination of the appropriate values in the same manner as other valuation appeals made pursuant to 36 M.R.S.A. Sec., 843(1). If the CORPORATION disagrees with the decision of the Board or if the Board fails to make a decision within 60 days from the date of the filing of the appeal by the CORPORATION, the parties agree that the CORPORATION may initiate and pursue an action in the Maine courts for a determination of the appropriate values in accordance with the same legal principles utilized by the courts in tax valuation appeals. Said action must be initiated by the CORPORATION within 40 days from the earliest of: (1) the date of receipt by the CORPORATION of the Board's decision, or (2) 60 days from the date of filing of an appeal with the Board by the CORPORATION unless the deadline is extended by the mutual consent of the MUNICIPALITY and the CORPORATION. Any refund due to the CORPORATION because of a reduction in value, plus interest thereon at the rate established by the MUNICIPALITY for delinquent taxes for the fiscal year in question less four percent (4%), shall be paid by the MUNICIPALITY to the CORPORATION within 30 days from the date on which the determination of value becomes final.

5. Termination of Agreement. This Agreement shall terminate upon the first to occur of any one of the following events:

a. Any change in State law which deprives the CORPORATION of its exemption under title 36 M.R.S.A. Section 652 with respect to the subject lot;

b. Failure of the CORPORATION to maintain its legal status and its good standing as a Maine charitable non-profit corporation under Title 13-B, M.R.S.A., and Title 36 M.R.S.A. Sec. 652(1)(A);

c. Transfer of the subject property to a corporation, person or entity other than the CORPORATION or a related tax-exempt entity, whether by conveyance, lease or otherwise (however, in the case of a partial transfer, this Agreement shall not terminate, but the valuation of the portion of the subject property remaining in the ownership of the CORPORATION and the payment in lieu of taxes will be revised to reflect, *pro tanto*,

the conveyance, and the revision will become effective on the April 1 next following the transfer, and the portion conveyed will be subject to taxation unless otherwise exempt);

d. Use of any part of the subject property by the CORPORATION for any use not incidental to the corporate purpose(s) on which the exemption of the real estate was predicated, and use of any part of the subject property by any person or entity other than the CORPORATION.

In the event this Agreement shall terminate as provided above, the termination shall be deemed to take effect on March 31st next following the event giving rise to the termination. Upon termination of this Agreement the corporation's obligation to make further payments in lieu of taxes to the MUNICIPALITY in respect to the property shown on the MUNICIPALITY's assessing Lot 202 on Map 39 and Lot 27 on Map 40 shall cease. Upon termination, the MUNICIPALITY shall be entitled to assess and collect all taxes and/or other charges lawfully assessable against the property.

IN WITNESS WHEREOF, the parties have executed duplicate originals of this Agreement on the day and year first written above.

City of Caribou (hereinabove, "the MUNICIPALITY")

Austin Bless
City Manager, Duly Authorized

Central Aroostook Association (hereinabove, "the CORPORATION")

Printed Name:
Title:
Duly Authorized

State of Maine Date: _____, 20__
Aroostook County, ss.

Then personally appeared the above-named Austin Bless, of the City of Caribou, and acknowledged the foregoing to be his/her free act and deed in his said capacity, and the free act and deed of of the Inhabitants of the said Municipality.

Then personally appeared the above-named _____, of City/Town of _____, and acknowledged the foregoing to be his free act and deed in his said capacity, and the free act and deed of said _____.

Before me,

(Printed Name)
Notary Public

My commission expires: _____

**CARIBOU PARKS & RECREATION DEPARTMENT
55 BENNETT DR.
CARIBOU, ME. 04736
207-493-4224
207-493-4225 Fax**

MEMO

**TO: Mayor Gary Aiken and City Councilors
CC: Austin Bless
FROM: Kathy Mazzuchelli
RE: Caribou Community Pool
DATE: August 8, 2014**

The State of Maine Department of Human Services has identified that neither repair project would require new review and approval by the Division. In their words, *“It remains maintenance and repair, regardless of how extensive the repair is. On that basis, 22 MRS ss 2663 still applies.”*

That being said, some decision on the pool should be made as price quotes are for the current construction season which is quickly winding down. Typically to defer the work would add another 5-10 percent to the cost weighing in on the cost of petroleum based products and labor rates.

There is grant funding available through the Land & Water Conservation Program. This could cover up to 50% of the costs of repairs but would move the work into the 2015 construction season. It is a reimbursement grant so the upfront costs are paid out by the grantee and then a request for reimbursement is submitted to the grantor. The deadline for this extensive application is November 7 2014.

Some other things to consider are:

- No one is sure of erosion from the leakage under the facility and there has been a significant amount of water lost.
- Would the money be better used to develop a spray type facility as opposed to a pool
- Would the money be better used in a reserve account for engineering for a future aquatic facility
- Would consideration be given to developing a natural pool facility

Included with this memo is supplemental material regarding Spray Parks and below is a link for Natural Pools.

<http://www.motherearthnews.com/diy/natural-swimming-pool-zmaz02aszgoe.aspx#axzz39nniFt4F>

Thank you and we look forward to furthering this discussion on Monday evening.

SPRAY PARK, SPRAYGROUND & SPLASH PAD DESIGN & INSTALLATION

What's popular right now in municipal recreational fun? Spray parks and spraygrounds have become one of the most added products to parks, campgrounds, and recreational facilities throughout New Jersey, New York, Pennsylvania, New England, California, and Oregon. Our design professionals will work with you to transform your wildest splash pad imaginations into dynamic water play realities. Water parks provide children of all ages with visual excitement, adventure, and imaginative fun, while also providing a place to stay "cool"! Many of our designs are also designed to pass all ADA standards for accessibility.



SPLASH PAD SUSTAINABILITY

Worried about staying green? So are we! That's why our spray park equipment is SMART! The "Rain-Brain" technology that we install with many options of our spray parks, splashgrounds, and splash pads include sensors that allow the system to detect exactly how many, and specifically where children are playing on the spray ground. If there are no children on one portion of the park, no water will be deployed to that area, whereas if there are many children playing in another area, more water will be deployed to that area. This system ensures the perfect amount of water usage! We are committed to promoting a sustainable future.



OFFICE OF THE CITY MANAGER
CARIBOU, MAINE

To: Mayor and Council Members
From: Austin Bless, City Manager
Date: August 11, 2014
Re: Bids on Tax Acquired Properties

In July the Council authorized these properties to go out for bid.

All three of those properties had been on payment arrangements with the understanding all the taxes, interest, and associated fees were to be paid in full by June 30th. Of the three properties one of those properties was paid in full by the owner of record and the approval of the quit claim deed was part of the consent agenda for tonight. One owner of record stopped making payments in May and has not paid since, and one continued making payments through June. Had these owners of record not made payment arrangements we would have sold these properties earlier this spring when we sold the other tax acquired properties. The City tries to work with owners of record for them to pay off the back taxes, interest and fees in accordance with the Tax Acquired Property Policy the City has.

Our Tax Acquired Property Policy (TAP), adopted by the Council in March 2013, states: Following the foreclosure of tax lien Property and within 90 days, the Tax Collector shall notify the owner of record at the last known address by certified mail, return-receipt that his/her right to redeem said Property has expired, pursuant to MRSA Title 36. Such notification shall advise the owner of record that the Property will be disposed of in accordance with this policy after the allowance of 30 days from mailing for response and in accordance with State law; a copy of which shall be included with the notification. The owner of record shall be afforded the right to redeem said property upon the payment in full an amount due under the lien and for all unpaid taxes outstanding on said property at that time. Payment arrangements can be exercised as long as all taxes, interest, and associated fees are paid in full by June 30 of the current year.

Here is the high bid information (the amount owed was as of July 14, 2014):

Property	Amount Owed	Minimum Bid	Bids	Bidder
Map 36, Lot 52	\$5,850.34	\$13,000	\$20,000.00	Cheryl Drost
Map 36, Lot 52	\$5,850.34	\$13,000	\$14,200.00	CS Management
Map 23, Lot 7	\$4,055.50	\$13,000	\$17,777.77	Verna Levesque
Map 23, Lot 7	\$4,055.50	\$13,000	\$16,100.00	Bill Belanger

The Council may accept or reject any bid they deem in the best interest of the City.

At the last meeting it was mentioned the Council may want to see some changes to the policy. If the Council would like to do that we can bring that up in September during the meeting or hold a workshop on it before our regular September meeting.



OFFICE OF THE CITY MANAGER
CARIBOU, MAINE

To: Mayor and Council Members
From: Austin Bleess, City Manager
Date: August 11, 2014
Re: Approving purchase of police squad

We need to replace our oldest police squad car. The squad we will be replacing is 2009 Crown Vic with 180,000 miles on it.

We would like to replace it with a new squad that is similar to the ones we have been purchasing the past few years. It will be a 2015 Explorer 4-Door AWD. It will be set up with the wiring kits, lights, and camera.

The total cost for this vehicle is \$28,700. We have set aside \$31,500 for this vehicle and the work that it will take to install the lights, siren, etc.

We will need council approval on this purchase.



OFFICE OF THE CITY MANAGER
CARIBOU, MAINE

To: Mayor and Council Members
From: Austin Bleess, City Manager
Date: August 11, 2014
Re: Sand Bids for winter season

Recently we went out for bids on winter sand. We sent bid specs out to four companies and we received one bid. The winning bid is \$10.25 per yd³ and we will need 4,500 yd³ for a total cost of \$46,125 from K&M Sand and Gravel from Grand Falls.

We will need Council approval on awarding this bid.



OFFICE OF THE CITY MANAGER
CARIBOU, MAINE

To: Mayor and Council Members
From: Austin Bless, City Manager
Date: August 11, 2014
Re: Wage and Classification

The City Council adopted on March 24, 2008 a wage matrix classifying non-union exempt and non-exempt positions. The Policy that was adopted as part of this says that the salary structure would be reviewed every two years to remain competitive with comparable communities. I do not believe this has been updated since 2008 and we are desperately in need of an update.

Since employee costs represent approximately 57% of the entire City's budget expenditures, a well-structured salary schedule becomes an important tool for fiscal management affording the administration the ability to both project and control salary expenditures.

Other objectives that must be met include:

- the ability to attract and retain competent employees
- provide employees with a definitive listing of expectations
- provide motivation to employees to improve their job performance
- provide incentives for employees to aspire to assume increased job responsibility
- insure that wages paid are competitive

The original policy took a 40 town comparison of towns 5,000 to 9,999. Currently of those 40 towns one has dropped below the population threshold.

Currently the City utilizes a 19 step Wage and Classification scale with a 9.5% increase over those 19 steps. These half percent per year increases are not in line with the union contracts the city has in place.

For example the average increase for a step increase for the Police Department within the first five years is 5.2%, with the Fire Department it is 6.0%, and with the Public Works it is 2.5%. For a new officer starting with the Caribou Police Department they would see an increase of 11.2% the first year, and 24% in their salary in five years, whereas the Fire Department would see an increase of 13% in the first two years and 27% in five years. A non-represented employee would see an increase of 2.8% in five years.

When that is taken out to 20 years a police officer would see a total increase from their starting wage of 31%, a fire fighter would see an increase of 35% where a non-represented would see an increase of 9.5%.

As we look to bring the pay scales back into a competitive nature with our comparable municipalities we have gathered the information from the original 40 Town Comparison and also done a comparison of municipalities that are within 25% +/- of our population size, which includes 35 towns. As the populations of all cities and towns change it is best to have some

flexibility in the comparisons. As we change and as other communities change the scales can change with it.

We are also presenting an option to trim the step schedule from 19 years down to 10 and one to trim it down to 5 years. It should not take 9 years (as it is currently) or even 5 years for a person to reach the average point of their knowledge in the job.

The Council should also consider going to a pay scale that is separate for each job rather than grouping different jobs into one pay scale. By grouping jobs the city is paying some people more than the average of their peers in that position, conversely some people are being paid less than their peers in that same position. While it is not always large amount variations it can be an impact as large as \$7,000.

The options for new pay scales are on the following pages with the approximate cost to implement them listed.

I am not anticipating any council action on this tonight. The Council may wish to hold a workshop on this topic at some point over the next month or so.

Based on Municipal Population 25% +/-, 10 years with 1% step increases										Total Approximate Cost to Implement this option		\$ 109,856.46	
Grade	Starting Wage	Years of Service 2014											
	0	1	2	3	4	5	6	7	8	9	10		
12	\$ 83,865.01	\$ 84,712.13	\$ 85,567.81	\$ 86,432.13	\$ 87,305.18	\$ 88,187.05	\$ 89,068.92	\$ 89,959.61	\$ 90,859.20	\$ 91,767.80	\$ 92,685.47		
11	\$ 64,771.80	\$ 65,426.06	\$ 66,086.93	\$ 66,754.48	\$ 67,428.76	\$ 68,109.86	\$ 68,790.96	\$ 69,478.87	\$ 70,173.66	\$ 70,875.39	\$ 71,584.15		
10	\$ 62,452.86	\$ 63,083.69	\$ 63,720.90	\$ 64,364.55	\$ 65,014.69	\$ 65,671.41	\$ 66,328.12	\$ 66,991.40	\$ 67,661.32	\$ 68,337.93	\$ 69,021.31		
9	\$ 48,870.45	\$ 49,364.09	\$ 49,862.72	\$ 50,366.38	\$ 50,875.13	\$ 51,389.02	\$ 51,902.91	\$ 52,421.94	\$ 52,946.16	\$ 53,475.62	\$ 54,010.38		
8	\$ 48,779.99	\$ 49,272.71	\$ 49,770.42	\$ 50,273.15	\$ 50,780.96	\$ 51,293.90	\$ 51,806.84	\$ 52,324.91	\$ 52,848.16	\$ 53,376.64	\$ 53,910.40		
7	\$ 41,531.34	\$ 41,950.85	\$ 42,374.60	\$ 42,802.62	\$ 43,234.97	\$ 43,671.69	\$ 44,108.41	\$ 44,549.49	\$ 44,994.98	\$ 45,444.93	\$ 45,899.38		
6	\$ 38,499.58	\$ 38,888.47	\$ 39,281.28	\$ 39,678.06	\$ 40,078.85	\$ 40,483.69	\$ 40,888.52	\$ 41,297.41	\$ 41,710.38	\$ 42,127.49	\$ 42,548.76		
5	\$ 37,600.28	\$ 37,980.08	\$ 38,363.72	\$ 38,751.23	\$ 39,142.66	\$ 39,538.04	\$ 39,933.42	\$ 40,332.76	\$ 40,736.08	\$ 41,143.44	\$ 41,554.88		
4	\$ 34,362.99	\$ 34,710.10	\$ 35,060.70	\$ 35,414.85	\$ 35,772.58	\$ 36,133.92	\$ 36,495.26	\$ 36,860.21	\$ 37,228.81	\$ 37,601.10	\$ 37,977.11		
3	\$ 30,225.51	\$ 30,530.82	\$ 30,839.21	\$ 31,150.72	\$ 31,465.37	\$ 31,783.20	\$ 32,101.04	\$ 32,422.05	\$ 32,746.27	\$ 33,073.73	\$ 33,404.47		
2	\$ 26,391.25	\$ 26,657.83	\$ 26,927.10	\$ 27,199.09	\$ 27,473.83	\$ 27,751.34	\$ 28,028.86	\$ 28,309.15	\$ 28,592.24	\$ 28,878.16	\$ 29,166.94		
1	\$ 20,116.86	\$ 20,320.06	\$ 20,525.32	\$ 20,732.64	\$ 20,942.06	\$ 21,153.60	\$ 21,365.14	\$ 21,578.79	\$ 21,794.58	\$ 22,012.52	\$ 22,232.65		

Based on Municipal Population 25% +/-, 5 years with 2% step increases					Total Approximate Cost to Implement this option			\$117,376
Grade	Starting Wage	Years of Service 2014						
	-	1	2	3	4	5		
12	\$ 83,000.94	\$ 84,694.84	\$ 86,423.31	\$ 88,187.05	\$ 89,950.79	\$ 91,749.81		
11	\$ 64,104.46	\$ 65,412.71	\$ 66,747.66	\$ 68,109.86	\$ 69,472.06	\$ 70,861.50		
10	\$ 61,809.40	\$ 63,070.82	\$ 64,357.98	\$ 65,671.41	\$ 66,984.84	\$ 68,324.53		
9	\$ 48,366.94	\$ 49,354.02	\$ 50,361.24	\$ 51,389.02	\$ 52,416.80	\$ 53,465.14		
8	\$ 48,277.41	\$ 49,262.66	\$ 50,268.02	\$ 51,293.90	\$ 52,319.78	\$ 53,366.17		
7	\$ 41,103.44	\$ 41,942.29	\$ 42,798.26	\$ 43,671.69	\$ 44,545.12	\$ 45,436.03		
6	\$ 38,102.92	\$ 38,880.53	\$ 39,674.01	\$ 40,483.69	\$ 41,293.36	\$ 42,119.23		
5	\$ 37,212.89	\$ 37,972.34	\$ 38,747.28	\$ 39,538.04	\$ 40,328.80	\$ 41,135.38		
4	\$ 34,008.95	\$ 34,703.01	\$ 35,411.24	\$ 36,133.92	\$ 36,856.59	\$ 37,593.73		
3	\$ 29,914.10	\$ 30,524.59	\$ 31,147.54	\$ 31,783.20	\$ 32,418.87	\$ 33,067.25		
2	\$ 26,119.34	\$ 26,652.39	\$ 27,196.32	\$ 27,751.34	\$ 28,306.37	\$ 28,872.50		
1	\$ 19,909.60	\$ 20,315.92	\$ 20,730.53	\$ 21,153.60	\$ 21,576.67	\$ 22,008.21		

Based on Municipal Population 25% +/-, 5 years with 2% step increases					Total Approximate Cost to Implement this option			\$117,256
Position	Starting Wage	Years of Service 2014						
	-	1	2	3	4	5		
City Manager	\$ 83,000.94	\$ 84,694.84	\$ 86,423.31	\$ 88,187.05	\$ 89,950.79	\$ 91,749.81		
Police Chief	\$ 67,744.79	\$ 69,127.34	\$ 70,538.10	\$ 71,977.65	\$ 73,417.20	\$ 74,885.55		
Director of Public Works	\$ 64,471.62	\$ 65,787.37	\$ 67,129.97	\$ 68,499.97	\$ 69,869.97	\$ 71,267.37		
Assistant City Manager	\$ 63,340.31	\$ 64,632.97	\$ 65,952.01	\$ 67,297.97	\$ 68,643.92	\$ 70,016.80		
Assessor	\$ 61,737.12	\$ 62,997.06	\$ 64,282.72	\$ 65,594.61	\$ 66,906.50	\$ 68,244.63		
Finance Director	\$ 61,881.69	\$ 63,144.58	\$ 64,433.24	\$ 65,748.21	\$ 67,063.17	\$ 68,404.43		
Fire Chief	\$ 60,861.11	\$ 62,103.17	\$ 63,370.58	\$ 64,663.86	\$ 65,957.14	\$ 67,276.28		
Library Director/Head Librarian	\$ 49,655.22	\$ 50,668.59	\$ 51,702.64	\$ 52,757.80	\$ 53,812.95	\$ 54,889.21		
Director of Parks and Recreation	\$ 48,366.94	\$ 49,354.02	\$ 50,361.24	\$ 51,389.02	\$ 52,416.80	\$ 53,465.14		
Clerk/GA Administrator	\$ 51,605.56	\$ 52,658.73	\$ 53,733.40	\$ 54,830.00	\$ 55,926.60	\$ 57,045.13		
Deputy Clerk/Deputy Assessor	\$ 36,752.67	\$ 37,502.73	\$ 38,268.09	\$ 39,049.07	\$ 39,830.05	\$ 40,626.65		
Asst. Public Works Director	\$ 46,385.43	\$ 47,332.08	\$ 48,298.04	\$ 49,283.71	\$ 50,269.39	\$ 51,274.77		
Deputy Treasurer	\$ 43,355.08	\$ 44,239.88	\$ 45,142.73	\$ 46,064.01	\$ 46,985.29	\$ 47,925.00		
Director of Parks and Recreation	\$ 39,723.95	\$ 40,534.64	\$ 41,361.88	\$ 42,206.00	\$ 43,050.12	\$ 43,911.12		
Director of Recreation	\$ 39,127.30	\$ 39,925.82	\$ 40,740.63	\$ 41,572.07	\$ 42,403.51	\$ 43,251.58		
Deputy Assessor	\$ 36,750.09	\$ 37,500.09	\$ 38,265.40	\$ 39,046.33	\$ 39,827.25	\$ 40,623.80		
Executive Secretary, City	\$ 37,212.89	\$ 37,972.34	\$ 38,747.28	\$ 39,538.04	\$ 40,328.80	\$ 41,135.38		
Recreation Program Manager	\$ 36,481.89	\$ 37,226.42	\$ 37,986.14	\$ 38,761.37	\$ 39,536.60	\$ 40,327.33		
Excise Tax Collector	\$ 33,969.82	\$ 34,663.08	\$ 35,370.49	\$ 36,092.33	\$ 36,814.18	\$ 37,550.46		
Secretary General	\$ 32,925.27	\$ 33,597.22	\$ 34,282.88	\$ 34,982.53	\$ 35,682.18	\$ 36,395.82		
Library Aide	\$ 12.56	\$ 12.81	\$ 13.08	\$ 13.34	\$ 13.61	\$ 13.88		



OFFICE OF THE CITY MANAGER
CARIBOU, MAINE

To: Mayor and Council Members
From: Austin Bless, City Manager
Date: August 11, 2014
Re: Discussion on land owned by Nasiff Land LLC

Pursuant to the Council order dated June 28, 2014 the Council has declared the property owned by Nasiff Land LLC to be Dangerous. The Council ordered the property owner to secure the building within 7 days and to present a plan to the Council with a plan for the removal of all buildings and structures on the property within 30 days.

The property was not secured within the 7 days after Mr. Nasiff was served the notice so on July 18th the City Council ordered the property to be secured and authorized City Staff to take the necessary steps to do so. That project has been completed and the bill has been presented to Mr. Nasiff to be paid.

The plan from Mr. Nasiff is on the following pages along with the map with the buildings numbered. This is the same map that was in the Council Packet on June 28.

After reading through the plan from Mr. Nasiff staff has the following questions and comments.

- Mr. Nasiff states in the plan “In the next use of this site it is highly like that a scale will be useful and the building can serve a dual role as it has in the past.” Staff is unaware of any “next use” for this site. If there is a “next use” that can be shared that would be useful for staff and the Council to be aware of. Sharing this may need to be done in executive session.
- There are no firm dates on any of the timelines. Firm dates are key to ensuring compliance with any plan.
- The plan states “Security plan implemented, as part of Local contractor work are some preparations for the Security camera’s and fence area. mid august 2014” and also “closing the doors” on the freezer building. As the property was ordered secured within 7 days, and that was not done and the Council authorized the city staff to secure the property and that has been done this portion of the plan seems redundant, unless cameras are going to be installed
- The plan states Nasiff Land will apply for a brownfield grant for remediation and clean up. Nasiff Land is not eligible to receive these brownfield grants for remediation and clean up through the EPA. Only “local governments” as defined by 40 CFR Part 31.3 are eligible. The plan states that remediation and demolition would be done to coincide with grant awards. Since the owner is not eligible to receive a grant there would be no award of a grant and therefore this portion of the plan does not seem reasonable.
- The plan states “Report for VRAP designation from Maine DEP”. In my conversations with NMDC, who has consulted with Maine DEP, the VRAP is completed and the Phase

II Environmental is now the governing document on the site. There are several things listed in that document to be completed.

- The plan states “Rehabilitaiton [sic] of any building that was deemed worth refurbishing to class one industrial space”. I can find no commonly accepted definition of “class one industrial space” and it is unclear what exactly is meant by that.

Because of the many concerns on this staff does not believe this is a solid timeline or that this timeline was conceived using accurate information.

It is recommended the Council authorize the findings and order that included in this packet after the plan presented by Nasiff.



August 7, 2004

Nasiff Land Plan for property in Caribou

After a thorough review of the site which included building and demolition contractors, asbestos contractors and various security contractors as well as other specialized opinions our plan is to proceed in the following manner.

The goal is to clean and move the site forward for its next use in a timely and efficient manner. When done the site will have V RAP designation From Maine DEP. This process has been on going since 2007. The phase II completed this year identified what was left to do. For the land area it was a soil remediation directly west of building number one. If buildings were to be demolished asbestos has to removed. When completed the site will have any remaining buildings in class one industrial condition and the rest of the buildings demolished with land and pad sites available.

A professional engineer specializing in this field will conduct a review of each building and make a report as to its condition. If the building is deemed beyond economic repair it will be demolished in accordance with the DEP procedures we have received.

The remediation of the soil to the west of building number one will be done once that building is demolished. It must be footnoted at this time that the Building designations I am using were provided by the City of Caribou. Also the building designated as number one is in fact several buildings co- joined together. The map made by the city has the numeral one over that Affected part that is partially failed this is also the focus of the soil remediation which abuts the western end of this part of building one. To the south of this area is the building owned by Kent Forbes. To the east are two other distinct portions of the former factory processing area call then 1 b and 1 c.

Building two is just a shell with no asbestos issues and will be the first to come down.

Building three the old freezer building has no asbestos inside.

Building four will be torn down as well as there is no economic use to it.

Building five is the security office. It will be cleaned up with restoration of electric service to serve as the focal point of the security for the site as outlined in our security plan.

This building also serves as the scale house for the truck scale, which is on working condition. In the next use of this site it is highly likely that a scale will be useful and the building can serve a dual role as it has in the past.

Building six is the screen house, which is a portion of the sewage system infrastructure on the property. The wall referenced in the city's report was damaged some years ago by heavy machinery and not a structural collapse. I would seem that a fix of this wall with concrete would be an option.

TIMELINE

Structural Engineer to assess the buildings mid august 2014

Local contractor to mow vegetation remove loose debris that are outside of buildings and put them on the South side of the property next to designated area for burying demolition materials. Contractor will also clean in and around Building three facing route one, removing anything from the docks and closing the doors. The loading dock on north side of the building will be cleared of anything not nailed down. Mid august - early sept 2014

Security plan implemented, as part of Local contractor work are some preparations for the Security camera's and fence area. mid august 2014

Nasiff Land will apply for Brownfield grant for remediation and clean up at Site. This is the same program as the Phase II. In speaking with several sources the site is eligible for the grant and since it has received previous funding it should be in a favorable position for an award . mid august 2014 until application deadline or earlier in mid September 2014

Grant decisions have been known to be several months before being awarded December 2014 – Feb 2015.

Asbestos remediation to buildings designated to be demolished . December 2014 - Feb. 2015 to coincide with award

Demolition of buildings designated for such an action.
End of March 2015 thru end of May 2015

Soil remediation on western border near building one.
May 2015

Report for VRAP designation from Maine DEP
End of May 2015

Rehabilitation of any building that was deemed worth refurbishing
to class one industrial space
May 2015 to July 2015

I look forward to joining you at the council meeting on August 11th
2014 and will be able to answer any and all of your questions that
you may have.

Respectfully submitted by

Steven R Nasiff

**FINDINGS AND ORDER - Pursuant to 17 M.R.S.A. § § 2851-2859
(Dangerous Buildings)**

To: Nasiff Land LLC
11 Osprey Drive
Berkley, MA 02779

Interested Parties:

Katahdin Trust Co.
6 North Street
Presque Isle ME 04769

On August 11, 2014 at 7pm the Caribou City Council Chambers, 25 High Street, Caribou Maine, the Municipal Officers of the City of Caribou Maine met to discuss the plan submitted by Steve Nasiff in accordance with the Council Order dated June 28, 2014.

The Council hereby re-affirms their decision on June 23, 2014 that the industrial buildings/structures owned by Nasiff Land LLC and located on land owned by Nasiff Land LLC and associated with Caribou Tax Account Numbers 2715, 2714, and 2547 with the City of Caribou Maine and shown on Map 28, Lot 57, Map 27, Lots 74, 74A, 74B, 74C, 74E and Map 25, Lots 2B, 146 of the 2013 Tax Maps of the City of Caribou, Maine on file at the Tax Assessors Office, 25 High Street, Caribou Maine, are dangerous or a nuisance within the meaning of 17 M.R.S.A. § 2851.

Based upon the findings and declaration by the Municipal Officers of this danger building and pursuant to 17 MRSA §2851 you are hereby ORDERED to do the following:

1. Obtain a qualified soil management plan for soil remediation by August 25, 2014.
2. Have a qualified engineer do an inspection on the structural soundness of Building 3, the Freezer Building, by August 29, 2014. The engineer shall deliver a copy of the report directly to the city.
 - a. If Engineer Report finds the building to be not structurally safe the building must be demolished and all debris removed from the site by October 31, 2014.
 - b. If the Engineer Report finds the building to be structurally okay the building must be repaired to the specifications listed in the engineer report, all doors and opens to the building enclosed, and the roof to be adequately maintained by October 15, 2014.
3. Have all asbestos remediation to be taken care of by a licensed asbestos abatement contractor by September 12, 2014.
4. Demolish buildings 1, 2, 4, 5 and 6 and remove all debris from the site by October 31, 2014.
5. Soil remediation on entire site to be completed by October 31, 2014.
6. Complete all other work in the Phase II Environmental Review, which was completed by County Environmental and dated April 15, 2014, by November 28, 2014.

This decision may be appealed to Superior Court under the Maine Rules of Civil Procedure, Rule 80B. If this order is not timely complied with and no timely appeal is taken, the Municipal

Officers may undertake the ordered corrective action at municipal expense and recover all expenses, including reasonable attorney's fees, by means of a special tax or civil action.

Witness our hand and seals this 11th day of August 2014, the Municipal Officers of the City of Caribou

Gary Aiken

Joan Theriault

Kenneth G. Murchison Jr.

Philip McDonough II

Shane McDougall

David Martin

David Genthner Sr.

ACKNOWLEDGEMENT

State of Maine
Aroostook County, ss.

Date: August 11, 2014

Then personally appeared before me the above-named Municipal Officers of the Municipality of Caribou, and acknowledged the forgoing to be their free act and deed in their said capacity and the free act and deed of the Inhabitants of the said Municipality.

Before me,

Jayne R. Farrin
Notary Public

My commission expires: April 11, 2021