

CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is hereby given that the City Council of Caribou will hold a City Council Meeting on Monday, November 27, 2017 in the Council Chambers located at 25 High Street, 6:00 pm.

- 1. Roll Call**
- 2. Pledge of Allegiance**
- 3. Public Input**
- 4. Declaration of Potential Conflicts of Interest**
- 5. Consent Agenda**
 - a. Renewal of Liquor License and Special Amusement Permit for Henry B Pratt Jr Post 15 American Legion
 - b. Certification of November 2017 Election results
- 6. Bid Openings, Awards, and Appointments**
- 7. Formal Public Hearings**
 - a. Rezoning of multiple properties along Main Street between Prestile Brook and 400 S Main Street (approximately 85 acres) from Commercial (C-2) to Residential (R-3).
 - b. Rezoning of multiple properties between Collins Pond and Sincok Street (approximately 17 acres) from Residential 1 to Residential 2
- 8. New Business & Adoption of Ordinances and Resolutions**
 - a. Discussion and Possible Action Regarding Ordinance No. 11, 2017 Series, Rezoning 85 acres from Commercial (C-2) to Residential (R-3)
 - b. Discussion and Possible Action Regarding Ordinance No. 12, 2017 Series, Rezoning 17 acres from Residential (R-1) to Residential (R-2)
 - c. Discussion and Possible Action Regarding Interlocal Agreement Pertaining to Tri-Community Landfill
- 9. Reports of Officers, Staff, Boards and Committees**
- 10. Reports and Discussion by Mayor and Council Members**
- 11. Executive Session** (May be called to discuss matters identified under Maine Revised Statutes, Title 1, §405.6)
- 12. Adjournment**

If you are planning to attend this Public Meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City ten or more hours in advance and we will, within reason, provide what assistance may be required.

Certificate of Mailing/Posting

The undersigned duly appointed City official for the municipality of Caribou City hereby certifies that a copy of the foregoing Notice and Agenda was posted at City Offices and on-line in accordance with City noticing procedures.

BY: _____ Jayne Farrin, City Clerk

CARIBOU ADMINISTRATION
25 HIGH STREET
CARIBOU, ME. 04736



MEMO

TO: Caribou City Council Members
FROM: Dennis Marker, City Manager
RE: November 27 Consent Agenda Items
DATE: November 22, 2017

Renewal of Liquor License and Special Amusement Permit for Henry B Pratt Jr Post 15 American Legion

Fire, Police, and Code Enforcement have reviewed the request and signed off on the renewal. **Staff recommends the Council approve the renewal.**

Certification of November 2017 Election results

The City Clerk, Jayne Ferrin, has certified the results from the past election and submitted the results to the State in accordance with Maine statutes. The election results are here provided for the Council's information and for official publication in the city records. No action is needed by the Council.

BUREAU OF ALCOHOL BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT
8 STATE HOUSE STATION, AUGUSTA, ME 04333-0008
10 WATER STREET, HALLOWELL, ME 04347
TEL: (207) 624-7220 FAX: (207) 287-3434
EMAIL INQUIRIES: MAINELIQUOR@MAINE.GOV

DIVISION USE ONLY	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Cash Ck Mo:	

NEW application: ☐ Yes ☒ No

PRESENT LICENSE EXPIRES December, 31, 2017

INDICATE TYPE OF PRIVILEGE: ☐ MALT ☐ VINOUS ☐ SPIRITUOUS

INDICATE TYPE OF LICENSE:

- | | | |
|---|--|--|
| <input type="checkbox"/> RESTAURANT (Class I,II,III,IV) | <input type="checkbox"/> RESTAURANT/LOUNGE (Class XI) | <input type="checkbox"/> CLASS A LOUNGE (Class X) |
| <input type="checkbox"/> HOTEL (Class I,II,III,IV) | <input type="checkbox"/> HOTEL, FOOD OPTIONAL (Class I-A) | <input type="checkbox"/> BED & BREAKFAST (Class V) |
| <input checked="" type="checkbox"/> CLUB w/o Catering (Class V) | <input type="checkbox"/> CLUB with CATERING (Class I) | <input type="checkbox"/> GOLF COURSE (Class I,II,III,IV) |
| <input type="checkbox"/> TAVERN (Class IV) | <input type="checkbox"/> QUALIFIED CATERING <input type="checkbox"/> OTHER: <u>N/A</u> | |

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name: Henry B. Pratt Jr. Post 15			Business Name (D/B/A) Henry B. Pratt Jr. Post 15		
APPLICANT(S) --(Sole Proprietor) American Legion			DOB:		
DOB:			Physical Location: 67 Sweden St.		
Address 67 Sweden St.			City/Town State Zip Code Caribou , Maine 04736		
Mailing Address Po. Box 5			City/Town State Zip Code Caribou Maine 04736		
Telephone Number Fax Number 207- 492-6931			Business Telephone Number Fax Number 207- 492-6931		
Federal I.D. # 01-0210495			Seller Certificate #: or Sales Tax #: 0017734		
Email Address: Please Print american@maine.rr.com			Website:		

If business is NEW or under new ownership, indicate starting date: N/A

Requested inspection date: N/A Business hours: Thursday, Friday, 5pm-11pm Saturday, Sunday, 5pm-1am

1. If premise is a Hotel or Bed & Breakfast, indicate number of rooms available for transient guests: N/A

2. State amount of gross income from period of last license: ROOMS \$ _____ FOOD \$ _____ LIQUOR \$ 15,800.28

3. Is applicant a corporation, limited liability company or limited partnership? YES ☐ NO ☒

If Yes, please complete the Corporate Information required for Business Entities who are licensees.

4. Do you own or have any interest in any another Maine Liquor License? ☐ Yes ☒ No

If yes, please list License Number, Name, and physical location of any other Maine Liquor Licenses.

<u>N/A</u>	<u>N/A</u>	(Use an additional sheet(s) if necessary.)
License #	Name of Business	
<u>N/A</u>	<u>N/A</u>	
Physical Location	City / Town	

5. Do you permit dancing or entertainment on the licensed premises? YES ☒ NO ☐

6. If manager is to be employed, give name: VOLUNTEERS

7. Business records are located at: 67 Sweden, St. Caribou, Maine

8. Is/are applicants(s) citizens of the United States? YES ☒ NO ☐

9. Is/are applicant(s) residents of the State of Maine? YES ☒ NO ☐

10. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:
Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
Wayne Little	June 8, 1942	Woodland, Maine
Residence address on all of the above for previous 5 years (Limit answer to city & state)		
Woodland, Maine		

11. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES ☐ NO ☒

Name: N/A Date of Conviction: N/A

Offense: N/A Location: N/A

Disposition: N/A (use additional sheet(s) if necessary)

12. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?
Yes ☐ No ☒ If Yes, give name: _____

13. Has/have applicant(s) formerly held a Maine liquor license? YES ☒ NO ☐

14. Does/do applicant(s) own the premises? Yes ☒ No ☐ If No give name and address of owner: _____

15. Describe in detail the premises to be licensed: (On Premise Diagram Required) _____
One story building with basement lounge & bar located in basement

16. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?
YES ☒ NO ☐ Applied for: _____

17. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 150 yards
Which of the above is nearest? Church

18. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES ☐ NO ☒
If YES, give details: _____

The Division of Liquor Licensing & Enforcement is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: Caribou Maine on October 6, 20 2017
Town/City, State Date

Please sign in blue ink

Wayne Little

Signature of Applicant or Corporate Officer(s)

Wayne Little

Print Name

Signature of Applicant or Corporate Officer(s)

Print Name

FEE SCHEDULE

FILING FEE: (must be included on all applications)..... \$ 10.00

Class I Spirituous, Vinous and Malt \$ 900.00

CLASS I: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.

Class I-A Spirituous, Vinous and Malt, Optional Food (Hotels Only) \$1,100.00

CLASS I-A: Hotels only that do not serve three meals a day.

Class II Spirituous Only \$ 550.00

CLASS II: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.

Class III Vinous Only \$ 220.00

CLASS III: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.

Class IV Malt Liquor Only \$ 220.00

CLASS IV: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.

Class V Spirituous, Vinous and Malt (Clubs without Catering, Bed & Breakfasts) \$ 495.00

CLASS V: Clubs without catering privileges.

Class X Spirituous, Vinous and Malt – Class A Lounge \$2,200.00

CLASS X: Class A Lounge

Class XI Spirituous, Vinous and Malt – Restaurant Lounge \$1,500.00

CLASS XI: Restaurant/Lounge; and OTB.

UNORGANIZED TERRITORIES \$10.00 filing fee shall be paid directly to County Treasurer. **All applicants in unorganized territories shall submit along with their application evidence of payment to the County Treasurer.**

All applications for NEW or RENEWAL liquor licenses must contact their Municipal Officials or the County Commissioners in unincorporated places for approval and signatures for liquor licenses prior to submitting them to the bureau.

All fees must accompany application, make check payable to the Treasurer, State of Maine.

This application must be completed and signed by the Town or City and mailed to:

Bureau of Alcoholic Beverages and Lottery Operations

Division of Liquor Licensing and Enforcement

8 State House Station, Augusta, ME 04333-0008.

Payments by check subject to penalty provided by Title 28A, MRS, Section 3-B.

TO STATE OF MAINE MUNICIPAL OFFICERS & COUNTY COMMISSIONERS:

Hereby certify that we have complied with Section 653 of Title 28-A Maine Revised Statutes and hereby approve said application.

Dated at: Caribou, Maine Aroostook
City/Town (County)

On: _____
Date

The undersigned being: ☐ Municipal Officers ☐ County Commissioners of the
☐ City ☐ Town ☐ Plantation ☐ Unincorporated Place of: _____, Maine

Hereby certify that we have given public notice on this application and held public hearing thereon as required by Section 653 Title 28A, Maine Revised Statutes and hereby approve said application.

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE – SPECIAL ATTENTION

§653. Hearings; bureau review; appeal

1. Hearings. The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, may hold a public hearing for the consideration of applications for new on-premises licenses and applications for transfer of location of existing on-premises licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

A. The bureau shall prepare and supply application forms. [1993, c. 730, §27 (AMD).]

B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c. 140, §4 (AMD).]

C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premises license or transfer of the location of an existing on-premises license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premises license that has been extended

cense that has been extended pending renewal within 120 days of the filing of the application. [2003, c. 213, §1 (AMD).]

D. If an application is approved by the municipal officers or the county commissioners but the bureau finds, after inspection of the premises and the records of the applicant, that the applicant does not qualify for the class of license applied for, the bureau shall notify the applicant of that fact in writing. The bureau shall give the applicant 30 days to file an amended application for the appropriate class of license, accompanied by any additional license fee, with the municipal officers or county commissioners, as the case may be. If the applicant fails to file an amended application within 30 days, the original application must be denied by the bureau. The bureau shall notify the applicant in writing of its decision to deny the application including the reasons for the denial and the rights of appeal of the applicant. [1995, c. 140, §5 (NEW).][2003, c. 213, §1 (AMD) .]

2. Findings. In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:

A. Conviction of the applicant of any Class A, Class B or Class C crime; [1987, c. 45, Pt. A, §4 (NEW).]

B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control; [1987, c. 45, Pt. A, §4 (NEW).]

C. Conditions of record such as waste disposal violations, health or safety violations or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner; [1993, c. 730, §27 (AMD).]

D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises; [1989, c. 592, §3 (AMD).]

E. A violation of any provision of this Title; [2009, c. 81, §1 (AMD).]

F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601; and [2009, c. 81, §2 (AMD).]

G. After September 1, 2010, server training, in a program certified by the bureau and required by local ordinance, has not been completed by individuals who serve alcoholic beverages. [2009, c. 81, §3 (NEW).]

[2009, c. 81, §§1-3 (AMD) .]

3. Appeal to bureau. Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.

A. [1993, c. 730, §27 (RP).]

B. If the decision appealed from is an application denial, the bureau may issue the license only if it finds by clear and convincing evidence that the decision was without justifiable cause. [1993, c. 730, §27 (AMD) .]

[1995, c. 140, §6 (AMD) .]

4. No license to person who moved to obtain a license. [1987, c. 342, §32 (RP) .]

5. Appeal to District Court. Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.

An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

[1995, c. 140, §7 (AMD); 1999, c. 547, Pt. B, §78 (AMD); 1999, c. 547, Pt. B, §80 (AFF) .]

Please be sure to include the following with your application:

Completed the application and sign the form.

Signed check with correct license fee and filing fee.

Your local City or Towns signature(s) are on the forms.

Be sure to include your ROOM, FOOD and LIQUOR gross income for the year (if applicable).

Enclose diagram for all businesses, auxiliary locations, extended decks and storage areas.

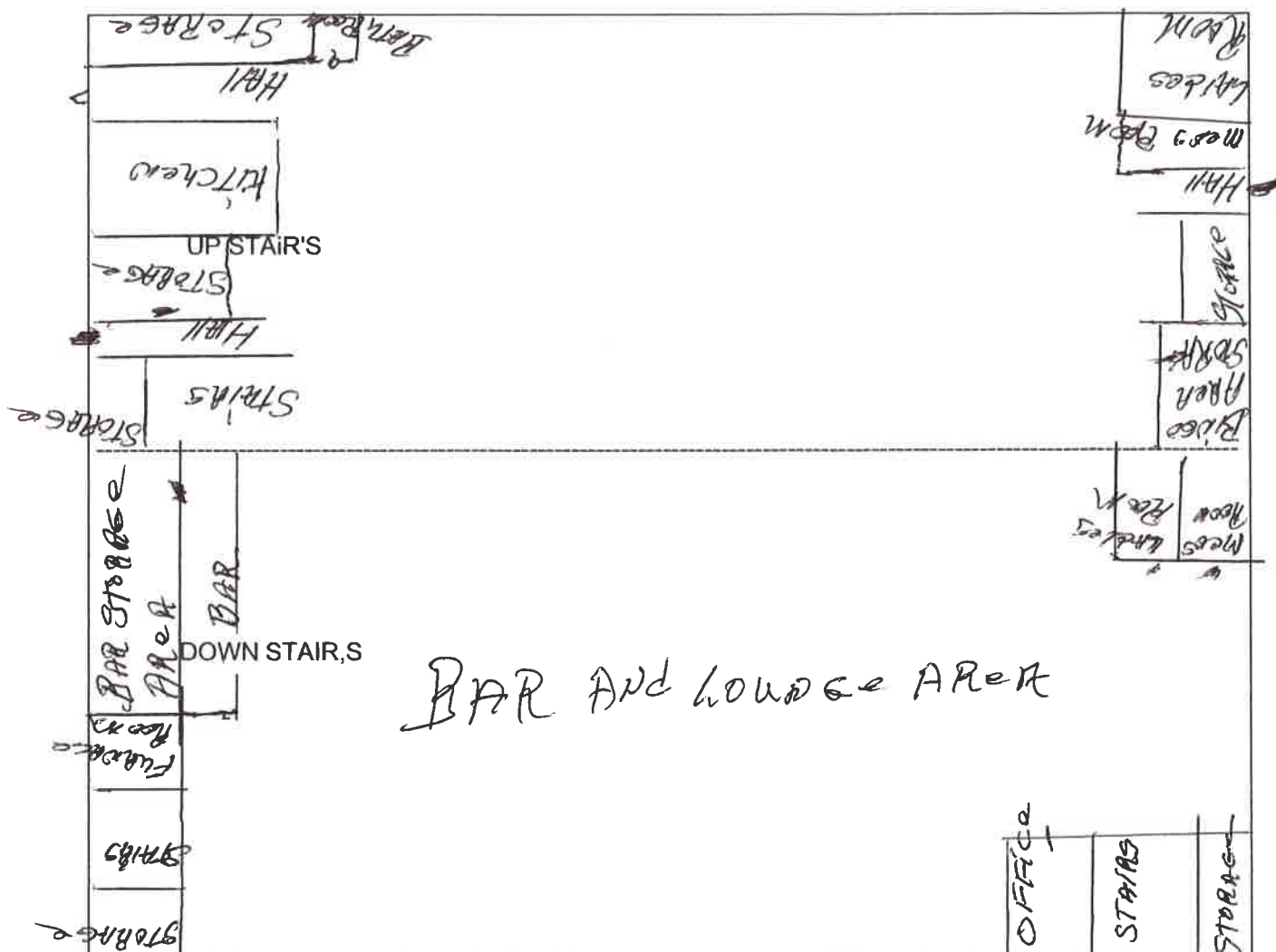
Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing & Enforcement
8 State House Station, Augusta, ME 04333-0008
10 Water Street, Hallowell, ME 04347
Tel: (207) 624-7220 Fax: (207) 287-3434
Email Inquiries: MaineLiquor@maine.gov

DIVISION USE ONLY	
<input type="checkbox"/>	Approved
<input type="checkbox"/>	Not Approved
BY:	

ON PREMISE DIAGRAM

In an effort to clearly define your license premise and the area that consumption and storage of liquor is allowed. The Division requires all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram including entrances, office area, kitchen, storage areas, dining rooms, lounges, function rooms, restrooms, decks and all areas that you are requesting approval from the Division for liquor consumption.





Division of Alcoholic Beverages and Lottery
Operations
Division of Liquor Licensing and Enforcement

**Corporate Information Required for
Business Entities Who Are Licensees**

For Office Use Only:

License #: _____

SOS Checked: _____

100% Yes ☐ No ☐

Questions 1 to 4 must match information on file with the Maine Secretary of State's office. If you have questions regarding this information, please call the Secretary of State's office at (207) 624-7752.

Please clearly complete this form in its entirety.

1. Exact legal name: Henry B. Pratt Post 15 American Legion
2. Doing Business As, if any: Same as above
3. Date of filing with Secretary of State: May 7, 1925 State in which you are formed: Maine
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:
N/A
5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attach additional sheets as needed)

NAME	ADDRESS (5 YEARS)	Date of Birth	TITLE	Ownership %
Wayne Little	122 Beckstrom Rd. Woodland , Maine 04736	June , 8 1942	Commander	N/A
Dana Cyr	577Main St. Caribou,Maine 04736	June, 30 1930	1st vice Commander	N/A
Carl Smith II	199 Sam Everett Rd. Fort Fairfield , Maine 04742	May , 31 1966	Finance Officer	N/A
Wanda Smith	199 Sam Everett Rd. Fort Fairfield ,Maine 04742	November 11,1964	Adjutant	N/A

(Stock ownership in non-publicly traded companies must add up to 100%.)

6. If Co-Op # of members: N/A (list primary officers in the above boxes)

7. Is any principal person involved with the entity a law enforcement official?

Yes ☐ No ☒ If Yes, Name: N/A Agency: N/A

8. Has any principal person involved in the entity ever been convicted of any violation of the law, other than minor traffic violations, in the United States?

Yes ☐ No ☒

9. If Yes to Question 8, please complete the following: (attached additional sheets as needed)

Name: N/A

Date of Conviction: N/A

Offense: N/A

Location of Conviction: N/A

Disposition: N/A

N/A

Signature:

Wayne Little 10-6-2017
Signature of Duly Authorized Person Date

Wayne Little
Print Name of Duly Authorized Person

Submit Completed Forms to:

Bureau of Alcoholic Beverages
Division of Liquor Licensing and Enforcement
8 State House Station, Augusta, Me 04333-0008 (Regular address)
10 Water Street, Hallowell, ME 04347 (Overnight address)
Telephone Inquiries: (207) 624-7220 Fax: (207) 287-3434
Email Inquiries: MaineLiquor@Maine.gov

PERMIT FEE IS \$ 30.00 PLUS ~~\$25.00~~ ADVERTISING FEE. PLEASE ENCLOSE CHECK FOR
ADVERTISING FEE WITH APPLICATION.(NEW APPLICATIONS ONLY)
MUNICIPALITY OF CARIBOU, MAINE

APPLICATION FOR SPECIAL AMUSEMENT PERMIT

PLEASE READ AND INITIAL:

This application will be presented to the Municipal Officers, for approval or disapproval, at their meeting
on _____, at which you should be present.

APPLICATION: NEW _____ RENEWAL ☒ INITIALS OF APPLICANT W.J.

LICENSE FEE PAID \$ 30.00
ADVERTISING FEE PAID _____
DATE ADVERTISED _____
DATE ON AGENDA _____

1. (a) Firm name of Business AMERICAN LEGION Post 15

(b) Address P.O. BOX 5 CARIBOU, MAINE 04736

2. Describe in detail kind and nature of entertainment DANCEING - CARD'S
Pool

3. Describe in detail room or rooms used under this permit DOWN STAIRS
AT 67 SWEDEN ST.

Dated at 10-6-2017 On _____

Wayne Little
(Signature of Individual)

(If Partnership, by members of the Partnership)

(Name of Corporation)
(Place Corporate Seal)

By _____
(If Corporation, by a duly authorized Officer)

Aroostook ss MUNICIPALITY OF Caribou DATED AT Caribou, Maine

On _____

CEO
Approved _____
Disapproved _____
Comment _____

CHIEF OF FIRE DEPARTMENT
Approved _____
Disapproved _____
Comment _____

POLICE CHIEF
Approved _____
Disapproved _____
Comment _____

THE APPLICANT SHALL SUBMIT A COPY OF THE CURRENT LIQUOR LICENSE. THIS PERMIT
IS VALID ONLY FOR THE LICENSE YEAR OF THE APPLICANT'S EXISTING LIQUOR
LICENSE.

APPLICATION RECEIVED BY _____



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT
8 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0008
TELEPHONE: (207) 624-7220
FAX: (207) 287-3434
EMAIL INQUIRIES: MAINELIQUOR@MAINE.GOV

NOTICE

To avoid any delay in the processing of your application and issuance of your liquor license, please make sure that:

1. You completed the application in full. (Please allow us 30 days to process)
2. Application is signed by the owner(s), corporate officer(s).
3. The application is signed by the Town or City Municipal Officers or County Commissioners.
4. The license fee is correct, you have included the \$10.00 filing fee and the check is made out to Treasurer, State of Maine.
5. Your room, food and liquor gross income for the year is filled in (if applicable).
6. A diagram of the premises to be licensed accompanies the application.
7. If business is located in an unorganized township, the application must be approved by the County Commissioners and the \$10.00 filing fee must be paid to them. Please be sure to include a copy of the receipt of payment with your application.
8. Corporations, limited liability companies, partnerships must complete and submit the Corporate Information Required for Business Entities who are Licensees.
9. If not a publicly traded entity, ownership must add up to 100%.

CITY OF CARIBOU
MUNICIPAL ELECTION – NOVEMBER 7, 2017

I, Jayne R. Farrin, City Clerk of Caribou certify that 1649 ballots were cast, either in person or by absentee ballot, at the Municipal Election of November 7, 2017 and were counted and tabulated as follows:

For City Council, a term of three years:

500 Votes: Gary D. Aiken

588 Votes: Nicole L. Cote (Elected)

1017 Votes: R. Mark Goughan (Elected)

1022 Votes: Hugh A. Kirkpatrick (Elected)

311 Votes: Sarah E. McLean

534 Votes: Jody R. Smith

408 Votes: Kevin E. St. Pierre

For RSU #39 Board Member, a term of three years:

1247 Votes: Jan M. Umphrey-Tompkins (Elected)

1316 Votes: Ronald L. Willey (Elected)

For Jefferson Cary Memorial Hospital Board, a term of three years:

1438 Votes: Kevin C. Barnes (Elected)

Dated: November 20, 2017



Jayne R. Farrin
City Clerk

Councilor _____ introduced the following ordinance:

Ordinance No. 11, 2017 Series
City of Caribou
County of Aroostook
State of Maine

AN ORDINANCE AMENDING CHAPTER 13 ZONING SECTION 13-202 OFFICIAL ZONING MAP

Short Title: An ordinance amending the Caribou Zoning Map.

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:

Section 1: Chapter 13 Section 202 **Official Zoning Map** of the Caribou City Code is amended as follows:

The area recommended for change from Commercial 2 to Residential 3 extends from the Prestile Brook north to and including Map 42, Lot 50C on the east side of Main Street and west from the intersection of South Main and West Presque Isle Road to include Map 7, Lots 4, 4A & 4B, and lots west of the intersection to Map 8, Lot 15 on the West Presque Isle Road.

This ordinance, being introduced on November 13, 2017 and a public hearing being held on November 27, 2017 was duly passed by the City Council of the City of Caribou, Maine, this _____ day of _____ 2017.

Gary Aiken, Mayor

David Martin, Deputy Mayor

Timothy Guerrette, Councilor

Philip J. McDonough II, Councilor

Jody Smith, Councilor

Joan Theriault, Councilor

Nicole Cote, Councilor

Attest:

Jayne R. Farrin, City Clerk



City of Caribou, Maine

Municipal Building
25 High Street
Caribou, ME 04736
Telephone: (207) 493-3324
Fax: (207) 498-3954
www.cariboumaine.org

October 18, 2017

To: Caribou City Council

From: Caribou Planning Board

Councilors,

Pursuant to Caribou Code Section 13-850, Amendments;

The Caribou Planning Board has held both a preliminary and final public hearing to consider recommending an amendment to the Caribou Zoning Map.

This recommendation is to change the zoning of the described area from Commercial 2 to Residential 3 zoning.

The area recommended for change extends from the Prestile Brook north to and including Map 42, Lot 50C on the east side of Main St. and west from the intersection of So. Main and West Presque Isle Rd. to include Map 7, Lots 4, 4A & 4B, and lots west of the intersection to Map 8, Lot 15 on the West Presque Isle Rd.

The Planning Board has determined that this area is more rural/residential (R-3) in nature than the current commercial (**B**-2).

The Caribou Planning Board has voted in favor of this change to the zoning map. The Caribou Planning Board therefore requests and recommends that the Council consider and continue the process to amend the Caribou Code accordingly.

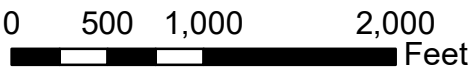
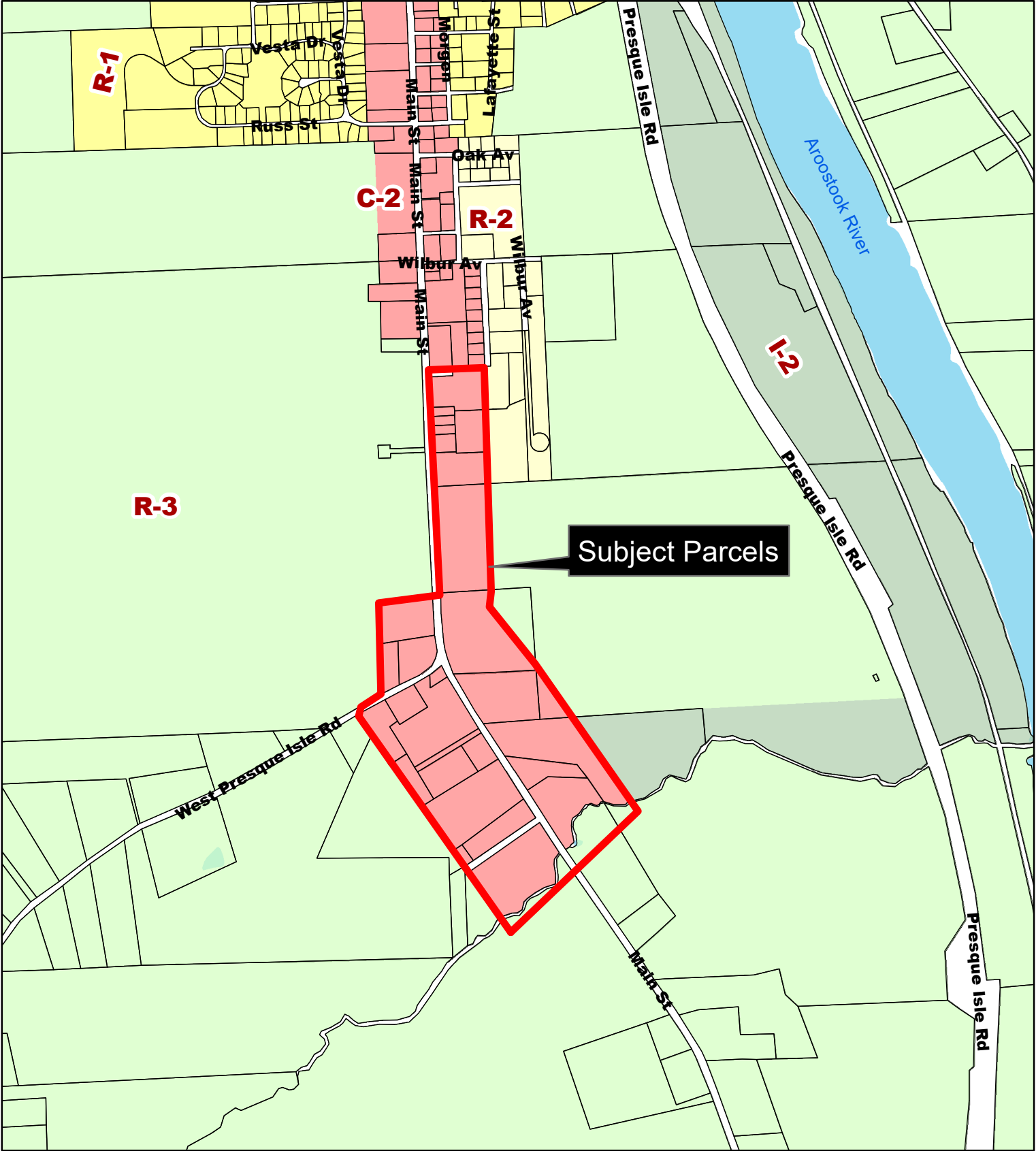
Respectfully Submitted,

Philip McDonough III
Planning Board Secretary





South Main Cross-Roads Rezone from C-2 to R-3
Containing Approximately 85 acres +/-



Councilor _____ introduced the following ordinance:

Ordinance No. 12, 2017 Series
City of Caribou
County of Aroostook
State of Maine

AN ORDINANCE AMENDING CHAPTER 13 ZONING SECTION 13-202 OFFICIAL ZONING MAP

Short Title: An ordinance amending the Caribou Zoning Map.

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:

Section 1: Chapter 13 Section 202 **Official Zoning Map** of the Caribou City Code is amended as follows:

The area recommended for change from Residential 1 to Residential 2 includes all current lots listed as zoned R-1 on the following streets; Grove Street, Myrtle Street, Caribou Street, Roberts Street and Columbus Avenue. This area begins from the second lot on Roberts Street continuing west to Collins Pond then north along Grove Street and including the lots on the south side of Grove Street to and including Map 31, Lot 257-A.

This ordinance, being introduced on November 13, 2017 and a public hearing being held on November 27, 2017 was duly passed by the City Council of the City of Caribou, Maine, this _____ day of _____ 2017.

Gary Aiken, Mayor

David Martin, Deputy Mayor

Timothy Guerrette, Councilor

Philip J. McDonough II, Councilor

Jody Smith, Councilor

Joan Theriault, Councilor

Nicole Cote, Councilor

Attest:

Jayne R. Farrin, City Clerk



City of Caribou, Maine

Municipal Building
25 High Street
Caribou, ME 04736
Telephone: (207) 493-3324
Fax: (207) 498-3954
www.cariboumaine.org

October 18, 2017

To: Caribou City Council

From: Caribou Planning Board

Councilors,

Pursuant to Caribou Code Section 13-850, Amendments;

The Caribou Planning Board has held both a preliminary and final public hearing to consider recommending an amendment to the Caribou Zoning Map.

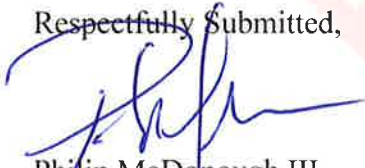
This recommendation is to change the zoning of the described area from Residential 1 to Residential 2 zoning.

The area recommended for change includes all current lots listed as zoned R-1 on the following streets; Grove St., Myrtle St., Caribou St., Roberts St. and Columbus Ave. This area begins from the second lot on Roberts St. continuing west to Collins Pond then north along Grove St. and including the lots on the south side of Grove St. to and including Map 31, Lot 257-A.

The Planning Board has determined that this area is primarily multi-family residential (R-2) in nature and would be better represented than with the current zoning of (R-1).

The Caribou Planning Board has voted in favor of this change to the zoning map. The Caribou Planning Board therefore requests and recommends that the Council consider and continue the process to amend the Caribou Code accordingly.

Respectfully Submitted,

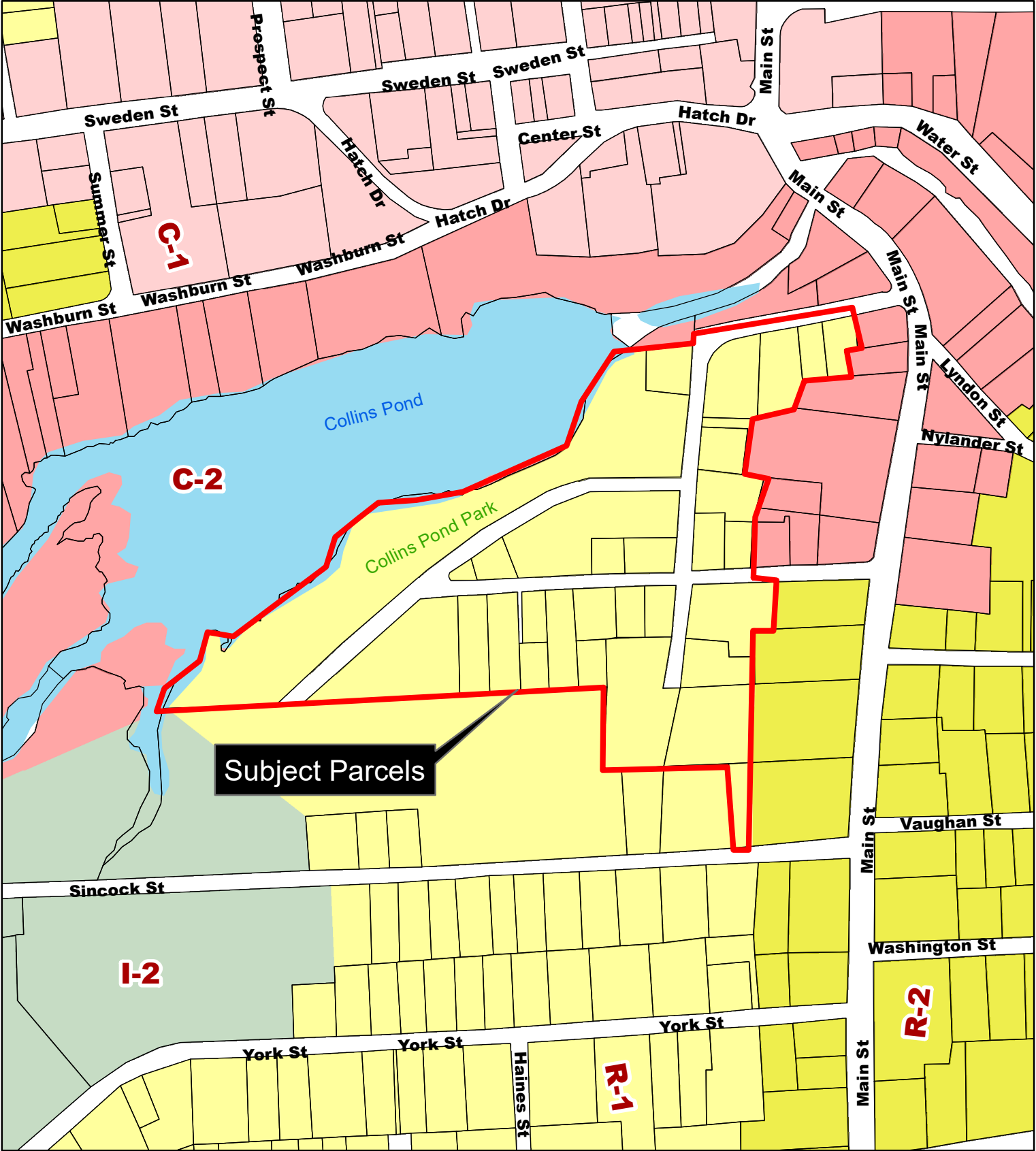


Philip McDonough III
Planning Board Secretary





Roberts Area Rezone from R-1 to R-2
Containing Approximately 17 acres +/-



CARIBOU FIRE/EMS
25 HIGH STREET
CARIBOU, ME. 04736



MEMO

TO: Mayor Gary Aiken and City Council Members
FROM: Dennis Marker, City Manager
RE: Tri-Community Interlocal Agreement Change
DATE: November 10, 2017

Council Action needed: Consider Resolution

The Tri-Community Board continues to evaluate a proposed merger with the Presque Isle landfill.

One of the requirements for the merger to move forward is for the current "Owner Communities", which include Limestone, Fort Fairfield, and Caribou, to amend the interlocal agreement. The drafted changes, shown in the Exhibit A, would allow Presque Isle to be an Owner in the company.

Approval of the recommended changes does not constitute approval of the merger. ALL current member communities would need to approve the changes before the merger can take place.

The next Tri-Community Board meeting is November 17, 2017. It is anticipated that Presque Isle will be responding to the latest negotiation considerations at that meeting. A special Caribou City Council meeting may be held on November 20th to discuss the results.

Resolution 2017-4

**A Resolution of the Caribou City Council Approving
Amendments to the Tri-Community Landfill Interlocal Agreement**

WHEREAS, the City of Caribou, and towns of Limestone and Fort Fairfield (together the “Owners”) have entered into an interlocal agreement to fund and operate the Tri-Community Landfill (TCL), which provides solid waste services for many communities, businesses and residents of Aroostook County, and

WHEREAS, the City of Presque Isle operates a landfill providing similar services in the region, and

WHEREAS, the Owners and Presque Isle have jointly considered the merging of the two landfill operations and found that public resources may be better utilized in a long term sustainable manner if the merger occurs,

NOW THEREFORE BE IT RESOLVED

1. The City Council of Caribou approves the proposed amendment to the Tri-Community landfill interlocal agreement, which includes Presque Isle as an Owner in the operations, on the condition that final merger negotiations be completed and terms brought back to the Council for consideration and approval.
2. The City Manager is hereby authorized and directed to sign any agreements or other documentation necessary to comply with this resolution.

This resolution was duly passed and approved by a majority of the City Council of the City of Caribou this 13th day of November 2017.

Gary Aiken, Mayor

David Martin, Councilor

Timothy Guerrette, Councilor

Nicole Cote, Councilor

Philip J. McDonough II, Councilor

Jody Smith, Councilor

Joan Theriault, Councilor

Attest:

Jayne R. Farrin, City Clerk

Exhibit A

CENTRAL AROOSTOOK WASTE MANAGEMENT CORPORATION

INTERLOCAL SOLID WASTE AGREEMENT

THIS AGREEMENT is made by and among the **City of Caribou, Town of Fort Fairfield, Town of Limestone** and the **City of Presque Isle**, all in the County of Aroostook (the "Participating Municipalities") and all being municipal corporations under the laws of Maine.

WHEREAS, by an interlocal agreement for Joint Solid Waste Disposal Facility approved by the Attorney General on May 04, 1978 (the "1978 Agreement"), the incorporation and organization of Central Aroostook Joint Solid Waste Disposal Facility Corporation, d/b/a Tri-Community Recycling and Sanitary Landfill (the "Corporation") was authorized pursuant to 30 M.R.S.A. Chapter 203 and 13 M.R.S.A. Chapter 81, as amended, ~~repealed, or replaced~~; and

WHEREAS, the Corporation was formed on November 16, 1979 to own and operate a solid waste facility and to provide for the collection, storage, and disposal of solid waste generated within the territories of **Caribou, Limestone and Fort Fairfield**;

WHEREAS, ~~the 1978 Agreement was amended in its entirety effective March 8, 1994, and since that date the Corporation has conducted its activities and carried out its purposes under the amended agreement.~~ Prior to this date, the Corporation has conducted its activities and carried out its purposes under the 1978 Agreement; and

WHEREAS, the Corporation has changed its name to "**Central Aroostook Waste Management Corporation**" and

WHEREAS, pursuant to Section 15 of the 1994 Agreement, the Participating Municipalities wish to amend the 1994 Agreement to restate and clarify the powers of the Corporation in light of changes in the law and circumstances.

NOW, THEREFORE, it is hereby agreed by and among the Participating Municipalities that the 1994 Agreement be amended in its entirety by deleting all of the provisions of the 1994 Agreement and restating the 1994 Agreement to read as follows:

Interlocal Solid Waste Agreement

1. **Purpose.** The purpose of this Agreement is to provide for the acquisition, ownership, operation, construction, repair, maintenance and financing of real and personal property by the Corporation necessary to the management and disposal of solid waste under 38 M.R.S.A. §13304-B, as amended, and other applicable law, and to establish and carry out a program of solid waste management for: (a) the disposal and management of such solid waste as may be generated within the boundaries of the Participating Municipalities at rates established pursuant to this Agreement, or pursuant to waste handling agreements between the Corporation and any

Comment [Watermark1]:

Field Code Changed

Participating Municipality; and (b) the disposal of solid waste is accepted by a majority vote of the Board of Directors of the Corporation, at rates established by the Board.

2. **Term.** This Agreement shall remain in full force and effect until January 01, 2067, and may be extended by mutual agreement of the Participating Municipalities, evidenced by a duly executed instrument in writing attached hereto; except that this Agreement may be sooner terminated by withdrawal of all the remaining parties or by dissolution as long as all obligations, expenses and liabilities, including all bonds, notes or other evidence of indebtedness of the Corporation have been paid in full.

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3. **Board of Directors/Tax Status.** The Corporation shall be managed by a Board of Directors appointed elected annually consistent with the provisions of 38 M.R.S.A. § 1304-B, as amended. The number of Directors shall be six (6) and shall consist of representatives appointed elected annually by the municipal officers (as defined in 30-A M.R.S.A. §(10)) of each Participating Municipality, the number of which from each such municipality shall be as follows:

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<u>Municipality</u>	<u>Number of Directors</u>
Caribou	2
Fort Fairfield	1
Limestone	1
Presque Isle	2

Each Director shall be entitled to one (1) vote. ~~The municipal manager of each Participating Municipality shall serve as an Alternate Director to the Board of Directors. The municipal officers of each Participating Municipality shall also appoint one (1) Alternate Director to the Board of Directors.~~ Said Alternate Directors shall, except as provided in the Bylaws of the Corporation, be non-voting members of the Board of Directors.

The Corporation is authorized to exercise through its Board of Directors (sometimes hereafter referred to as the "Board") and on behalf of the Participating Municipalities, the powers herein delegated to it for the operation of a solid waste management system.

It is intended that the Corporation shall be treated (a) as a corporation contributions to which are deductible under Section 170(c) (1) of the Internal Revenue Code of 1986, as amended; and (b) as an entity whose obligations bear interest excludable from gross income under Section 103 of the Internal Revenue Code of 1986, as amended, and whose exercise of the powers conferred upon it herein shall be deemed to constitute the performance of an essential public function.

4. **Officers/Meetings.** The Board shall, at an annual meeting to be held in January of each year, elect a President, Vice president, Secretary/Clerk and a Treasurer and such other officers as it may desire consistent with the Bylaws of the Corporation. The Board shall, at any regular or special meeting, adopt Bylaws and rules for the conduct of its meetings and the other affairs of the Board and the Corporation.

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5. **Powers of the Board.** The Corporation, through its Board, may exercise, on behalf of the Participating Municipalities, those powers as are hereinafter set forth which are necessary or convenient to the accomplishment of the purposes stated herein and which are permitted by law to be exercised by the Participating Municipalities, individually or jointly. Such delegated powers shall include without limitation, as follows:

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A. To purchase, lease as lessee, rent, hold, own, maintain, operate, lease as lessor, or convey any and all real and personal property or any easement or interest therein all as may be necessary or convenient for its purposes. Ownership of any right, title or interest therein may be held by the Corporation or jointly by the Participating Municipalities.

B. To plan, construct, equip, operate, and maintain, either directly or by contract with another party, any solid waste facility or project deemed desirable or necessary.

C. To contract with any person, firm, corporation, partnership, or other entity, private, public, governmental, or otherwise, for services, management, work, material, or property, and to adopt or alter rules, regulations or procedures for procurement thereof.

D. To adopt or alter rules for the management of solid waste.

E. To employ or arrange for the employment of such persons as are required for the purposes stated herein, and to fix compensation and determine benefits for any of the Corporation's employees.

F. To receive and accept from, or contract with, the federal, state, county, and municipal governments, and other public or private agencies, for donations, loans, grants, gifts, or other assistance for solid waste management and in such contract agree to be bound by all applicable provisions of federal, state and municipal statutes and regulations.

G. To borrow such sums of money on such terms and conditions as it shall deem desirable or necessary from time to time from any federal, state, municipal or other governmental entity, including but not limited to, any public or quasi-public authority, agency, or instrumentality thereof or from any public or private lending or financial institution, to secure such borrowing by any pledge, mortgage, lien or other encumbrance of any revenues or real or personal property of the Corporation which it shall deem desirable or necessary to provide in connection therewith.

H. To allocate all liabilities of the Corporation and all costs of operation of the solid waste management program (to the extent that such liabilities and costs are

not funded by revenues of the Corporation) to the Participating Municipalities, to be raised by appropriation, by charging each of the Participating Municipalities a uniform per ton cost which shall be established each year by the Board as to the extent possible, to assure sufficient income to meet the cost of solid waste management for the ensuing year. Such annual operating expenses shall also include unfunded capital outlay, if any, insurance, taxes, rentals, and necessary reserves for contingencies as determined by the Board, but not to exceed in any year five percent (5%) of the total operating budget. Said uniform per ton cost shall be computed based upon a three (3) year rolling average of tonnage delivered to landfill by each respective Participating Municipality. In establishing the uniform per ton cost, the Board, in its discretion, may also consider future population projections (and subsequent waste generation rates) for each of the Participating Municipalities, and other revenues of the Corporation, including revenues from other parties contracting with the Corporation.

I. To make expenditures for and contract with respect to capital items from funds provided pursuant to Section 8.

J. To contract with persons, corporations, districts, municipalities or other legal entities (both inside and outside the boundaries of the Participating Municipalities), parties hereto, and with the State of Maine, ~~the~~ United States Government, and any agency of either, to provide for management of solid waste at rates, fees, or assessments established by the Board. Such rates, fees or assessments established by the Board may or may not differentiate between classes of users based upon the ultimate responsibility of such user for the risks and liabilities of the Corporation.

K. To receive, loan and disburse funds for any purpose contemplated by this Agreement.

L. To establish rules and licensing requirements for haulers of solid waste to the facility or facilities maintained by the Corporation.

M. To issue notes, bonds, debentures or other debt obligations which it deems necessary or desirable to carry out the purposes of this Agreement including, without limitation, obligations which bear interest excludable from gross income under Section 103 of the Internal Revenue Code of 1986, as amended, including obligations which bear such tax-exempt interest and which are authorized to be issued under the provisions of Title 10, Chapter 110, Subchapter IV of the Maine Revised Statutes, it being the intent of the Participating Municipalities to empower the Corporation to issue such obligations authorized by 10 M.R.S.A., Chapter 110, Subchapter IV, by virtue of the power given to the Corporation hereby pursuant to 30-A M.R.S.A., Chapter 115, as amended and 38 M.R.S.A. §(5), as amended.

In addition, the Board shall have all necessary and incidental powers granted to directors of non-capital stock corporations under Title 13, M.R.S.A. Chapter 81, subject to such limitations as are required by law or this Agreement.

6. **Finances/Solid Waste Budgets.** Costs of acquisition, improvements and operations and items incidental thereto, including debt service, shall be paid for by fees or assessments collected from parties with whom the Corporation contracts (including municipalities which are not Participating Municipalities), grants, donations, other revenue and appropriations. The Board of Directors of the Corporations shall allocate such costs among the participating Municipalities consistent with Section 5(H) of this Agreement and in accordance with the budget process set forth below. The methodology for allocating costs among Participating Municipalities may be reviewed and amended by the Board of Directors to conform with future populations and /or actual solid waste generation and costs. The manner in which appropriations are financed by the Participating Municipalities and Non-Participating Municipalities shall be at the sole discretion of the municipalities.

The Corporation, through its Board, and on behalf of the Participating Municipalities, shall:

A. On or before December 31 of each year, prepare and submit to the municipal officers of the Participating Municipalities an itemized estimate of the expenditures and anticipated revenues for the following fiscal year, which shall be from January 1 through December 31 of each year. Such estimates shall include the following:

- (1) **Anticipated revenues.** An itemized estimate of anticipated revenues during the ensuing fiscal year from each source;
- (2) **Estimate of expenditures.** An itemized estimated of expenditures for each classification for such ensuing fiscal year.
- (3) **Actual receipts.** After the first year of operation, an itemized statement of all actual receipts from all sources to and including ten months of the previous fiscal year, with estimated receipts from such sources shown for the balance of such year.
- (4) **Actual expenditures.** After the first year of operation, an itemized statement of all expenditures to and including ten months of the previous fiscal year, with estimated expenditures shown for the balance of such year.
- (5) **Estimated charges.** The estimated per ton cost to be charged to each of

the Participating Municipalities for the ensuing fiscal year and uniform unit cost per ton or other charges to be charged to other parties with whom the Corporation contracts.

On or before December 31 of each year, the Board shall by **three fourths (3/4) vote**, adopt a final budget for the ensuing Fiscal Year which shall be itemized in the same manner as the estimated of expenditures and revenues. The budget shall include the amount of any deficit or anticipated deficit for the current year's operation. Such budget shall be submitted forthwith to the municipal officers of the Participating Municipalities and shall include an allocation of the annual costs of operation. Each Participating Municipality shall pay not later than the 15th day of the following month an amount of money which shall equal 1/12th of the annual costs of operation of the Corporation as allocated to each such Participating Municipality in said budget.

B. The Board may from time to time impose such charges as it deems appropriate, by the way of surcharge or otherwise, to fund reserve accounts for catastrophic loss arising from the solid waste program or for ordinary management for the Corporation's solid waste disposal facilities. Such charges may or may not differentiate between classes of users based upon the ultimate responsibility of such users for such risks and liabilities in the future.

C. In the event the Board determines that a hazardous condition exists at any facility of the Corporation, the Board shall promptly take such action as may be necessary to correct the hazardous condition.

7. **Deficits/Assessments against Participating Municipalities.** In the event that any expenditure is required to be made, financed or refinanced, the cost of which in the opinion of the Board will exceed annual revenues, the Board shall, after a vote of **three-fourths (3/4ths)** of its directors that the cost should be incurred, determine whether to authorize the Corporation to fund the expenditure out of reserve or request the Participating Municipalities or other parties with whom the Corporation contracts to provide the funds for the expenditure. If the Participating Municipalities are requested to provide the funds, the Board shall notify the Participating Municipalities of the necessity to fund the expenditure. In the event repayment or security sources provided by the Corporation alone prove insufficient to pay when due principle or redemption premium of or interest on any borrowing by the Corporation, the Board shall, after a vote of three-fourths (3/4ths) of its directors that such deficiency in debt service should be made up by the payments from the Participating Municipalities, notify the Participating Municipalities of the necessity to fund such debt service deficiency. In its notice to the Participating Municipalities, the Board shall describe the project for which the expenditure or debt service deficiency payment is required, the estimated cost thereof, the term over which the cost shall be funded or the term of any debt service on which payment is sought hereunder, the proportionate share of the estimated cost or debt service deficiency to be contributed by each Participating Municipality requested to provide such funds, and the date or dates upon which such funds are to be made available to the

Corporation. Such funds may be provided by each Participating Municipality in such manner as it shall determine, from available revenue funds, by taxation, by borrowing, or otherwise. Each Participating Municipality shall promptly take such action as necessary to provide such funds and shall notify the Board as soon as such funds are available. The notice to the Board by each Participating Municipality shall be accompanied by an opinion of counsel stating that the funds have been fully authorized and may properly be paid to the Corporation or, if the funds are to be raised by borrowing, the Board's notice shall be accompanied by preliminary opinion of recognized Bond Counsel indicating that an unqualified opinion approving of the legality of bonds or notes to be issued for said purpose can be reasonably be expected at time such bonds or notes are issued and that the net proceeds may be properly paid to the Corporation.

The funds so provided by the requested Participating Municipalities shall be used by the Corporation only for the purposes for which the request was made. Any surplus funds not so used shall be returned to the Participating Municipalities in the proportion in which such municipalities originally contributed such funds. The proportionate share of the expenditure to be contributed by each Participating Municipality so requested shall be determined by the Board on the basis of either (1) the percentage of solid waste processed by the Corporation from each aid Participating Municipality according to the Corporation's records, or (2) the ratio of population of each Participating Municipality to the population of all the Participating Municipalities.

8. **Insurance/Reserves.** The Corporation shall insure against claims and expenses arising out of its ownership, maintenance or operation of solid waste disposal facilities under its solid waste program, provided such insurance coverage may be obtained at a reasonable cost. Such insurance shall name each Participating Municipality as an additional insured as its interest may appear. In addition the Corporation shall establish and fund a reserve account for catastrophic loss and for after-care of solid waste disposal facilities, or for any other purpose which represents a contingent obligation on the part of the Corporation or any of the Participating Municipalities to either perform or pay damages in the future. Such reserves shall be left to accumulate with interest and shall not be used for any other purpose than the purpose for which they are established. The reserves shall be established and accumulated to an amount not less than \$300,000 and remain available for at least 30 years after any solid waste facility is finally closed.

Provided further, however, that if any liability exists for claims and expenses arising from or caused by the ownership, operation or maintenance of any solid waste disposal facility under the Corporation and said claims or expenses are not covered by insurance or other funded reserve, or if any notice of a deficiency in debt service on any obligation of the Corporation is sent to the Participating Municipalities as provided for in Section 7 hereof, then each of the Participating Municipalities agree that it shall contribute promptly on notification by the Corporation its proportionate share toward the payment of any claims, costs, damages, debt service deficiency and any reasonable legal defense costs associated therewith, and that the proportionate

share to be contributed by each Participating Municipality shall be determined and allocated on the basis of either (1) the percentage of solid waste processed by the Corporation from said Participating Municipality according to the Corporation records, or (2) the ratio of population of each Participating Municipality to the population of all the Participating Municipalities.

9. **Withdrawal.** A Participating Municipality may withdraw from this Agreement at the end of a fiscal year provided that it has given the Board at least one (1) year's written notice of its intention to do so. Such Participating Municipality shall be permitted to withdraw only if it pays its proportionate share of the current obligations and indebtedness of the Corporation prior to withdrawal and agrees by appropriate written document to pay its proportionate share of any obligations of the Corporation, including without limitation, any long-term indebtedness of the Corporation as such indebtedness becomes due and payable; and shall convey to the other Participating Municipalities sufficient right, title or interest in property owned by the Corporation or held jointly by two or more Participating Municipalities and used by the Corporation, to insure unfettered use for the purposes stated herein by the remaining participants; provided, however, during a period of notice, such withdrawing municipality shall not become liable for any capital expenditures or borrowings which may be made by the Corporation; and further provided, the withdrawal of any Participating Municipality from the Agreement pursuant to this section shall not relieve the withdrawing municipality from liabilities incurred by the Corporation during its membership unless liability arises from the actions of or is caused by the Corporation after the effective date such withdrawal.
10. **Additional Parties.** Additional parties, not original signatories hereof, may become parties to this Agreement if three-fourths (3/4ths) vote of the Board of Directors to admit such additional party, and the legislative body of the additional party accepts the terms of this Agreement and upon agreement to such terms, conditions or other considerations as the Board of Directors may require; and upon approval of the legislative bodies of all Participating Municipalities. An additional party will be considered a Participating Municipality upon the signing of the Agreement or an addendum thereto providing for admission of such other parties to the Agreement, and upon agreement to such terms, conditions or other considerations (including issues of credit worthiness) the Board may require. Any additional party must agree in writing to assume any existing debt obligations of the Corporation on a proportionate basis as if an original Participating Municipality.
11. **Ownership of Facility.** The right, title and interest of the Corporation in solid waste disposal sites when exhausted of their capacity and of no further use in the accomplishment of the purposes set forth herein shall be conveyed at no charge to that Participating Municipality within whose boundaries said site is located unless such Participating Municipality does not desire same, provided, however, that all Participating Municipalities shall remain liable for any environmental obligations arising out of the operation of the facility or facilities of the Corporation in accordance with the formula then in effect.

12. **Termination of Agreement.** At such time as the corporation shall have discharged all of its obligations (including without limitation, all debt service obligations and post-closure maintenance obligations), and paid or provided for the payment thereof, including, but not limited to, payment of the principle, premium, if any, and interest and other charges on any bonds of the Corporation, the Board may, by a three-fourths (3/4ths) vote of the Board of Directors, terminate this Agreement and dispose of all Corporation property, real and personal, in such manner as said Board shall authorize and direct. All money, if any, remaining in the hands of the Treasurer, shall be paid to the Participating Municipalities in accordance with the formula then in effect for the cost sharing of capital contributions.
13. **Assignment.** Anything to the contrary notwithstanding, the Participating Municipalities agree that the Corporation may pledge and assign its rights under this Agreement to any trustee for the holders of any bonds, notes or other evidences of indebtedness (the "Bonds") of the Corporation or other lender and/or to any provider of credit enhancement or liquidity enhancement for the Bonds, including but not limited to any bond insurance company and/or any provider of a letter of credit with respect to Bonds of the Corporation (collectively the "Assignee"). In the event of any such assignment, the following provisions shall apply:
- A. There shall be no cancellation, surrender, termination, amendment or modification of this Agreement by joint action of the Participating Municipalities and/or the Corporation without the prior written consent of the Assignee.
 - B. No waiver by the Corporation of any of the obligations of any Participating Municipality hereunder and no consent or termination of this Agreement by the Corporation or by any Participating Municipality shall be effective against the Assignee without prior written consent of the Assignee.
14. **Full Faith and Credit Pledge of Participating Municipalities.** Notwithstanding the provisions of paragraph 7 hereof, each Participating Municipality hereby pledges its full faith and credit for the payment of all rates, fees, assessments and other payments required of it under this Agreement, including without limitation; (1) costs associated with financing, developing, constructing, repairing, maintaining and operating all or any one or more of the waste facilities owned or operated by the Corporation, including but not limited to, the payment of debt service and the maintenance of reasonable reserves or sinking funds in connection with the financing or operation of any such waste facilities; (2) any other costs incurred by the Corporation in connection with the handling of solid waste, whether performed at any waste facility owned by the Corporation or at another such facility differently owned and operated; and (3) any deficiencies arising by virtue of the failure of any other municipality so agreeing to pay the costs set forth in subparagraphs (1) and (2) above. Each Participating Municipality agrees to levy upon

and raise from taxable estates within the respective boundaries of each municipality by general tax as the amounts required to make such payments or to raise such amounts by means of a fee, user charge or other cost sharing or assessment mechanism duly adopted and authorized the by the Municipality or to borrow such amounts by issuance of general obligation bonds or notes.

If a Participating Municipality defaults in its payment of fees or charges as required hereunder, the remaining Participating Municipalities shall pay any such deficit or anticipated, until such default is cured. If, when and to the extent the defaulting Participating Municipality cures its default, the remaining Participating Municipalities shall be reimbursed in proportion to amounts paid by them on account of the default of the defaulting party.

15. **Modifications/Amendments.** This Agreement may be further modified or amended by unanimous agreement of all Participating Municipalities and any Assignee (if the Assignee's consent is required under applicable documents), evidenced by a duly executed instrument in writing, approved by the Maine Department of Environmental Protection (or its Commissioner), or its successor agency, filed with the Clerk of each Participating Municipality and the Maine Secretary of State. Amendments shall not take effect with respect to the parties signatory unless there has been approval by the legislative bodies of all parties hereto authorizing each of their respective municipal officers to enter into this Agreement, and a majority of the municipal officers thereof have affixed their signatures thereon. ~~Notwithstanding the foregoing, the addition of new Participating Municipalities as parties of this Agreement shall require only the approval of the Board in accordance with the provisions of Section 10 above and the legislative body of the new Participating Municipality, and shall not require the approval of the Attorney General, the Maine Department of Environmental Protection or any Participating Municipality.~~
16. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Maine.
17. **Headings.** The headings and other captions in this Agreement are for the convenience of reference only and shall not be used in interpreting, construing or enforcing any of the provisions of this Agreement.
18. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
19. **Partial Invalidity.** If any provision or clause of this Agreement is held invalid, such invalidity shall not be deemed to affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end, the provisions and clauses

of this Agreement are severable.

[NO FURTHER TEXT THIS PAGE]

DRAFT

IN WITNESS WHEREOF, THE SAID Participating Municipalities have caused this Agreement to be executed on their behalf by a majority of the municipal officers of each of the Participating Municipalities, and to be dated and effective as of _____, 2017

~~Inhabitants of the~~ Town of
Fort Fairfield

By _____

Witness

City of Caribou

By _____

Witness

Inhabitants of the Town of
Limestone

By _____

Witness

City of Presque Isle

By _____

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**CARIBOU ADMINISTRATION
25 HIGH STREET
CARIBOU, ME. 04736**



MEMO

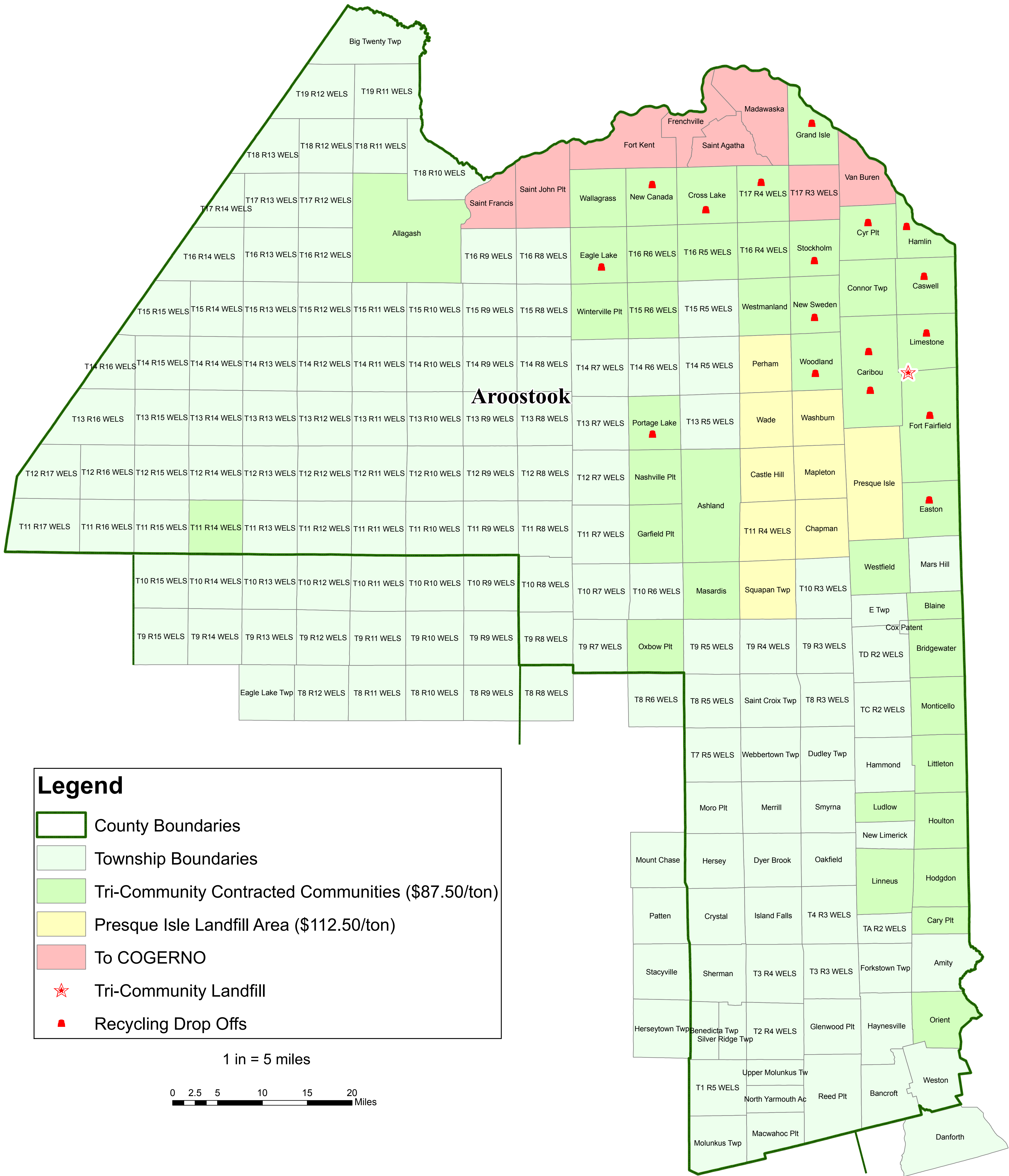
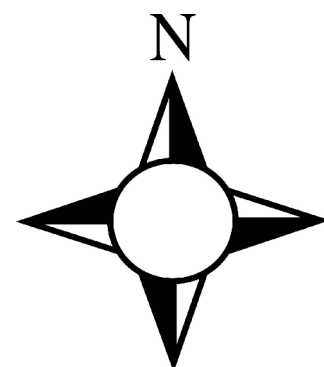
TO: Caribou City Council Members
FROM: Dennis Marker, City Manager
RE: Tri-Community Landfill Merger with Presque Isle Landfill
DATE: November 22, 2017

This memo provides additional information as requested by the Council during November 13 and November 20 meetings.

Included with this memo are five supporting documents for your information

- 1) A map that illustrates the current service areas of TCL and Presque Isle (see attached map).
Note: There are 19 cities or townships currently served by Tri-Community, which could be serviced by PILF in a reasonable manner due to haul route and proximity to service area.
- 2) Information showing potential financial impacts to Caribou if the current major customer (PTW) at TCL were to begin utilizing the Presque Isle landfill. Caribou could see an increase of over \$85,000 per year.
- 3) Original Letter of Intent for TCL and Presque Isle to consider merging facilities
- 4) Latest request for items to be considered in merger negotiations (sent by TCL)
- 5) Response from Presque Isle to latest request.

It is recommended that the Council approve Resolution 2017-4 which includes amendments to the Tri-Community Landfill (TCL) interlocal agreement to allow Presque Isle to become a joint owner.



**Tri-Community
Recycling and Sanitary Landfill
Contracted Communities**



Date: 09/22/14

Negotiations with PTW, and other contracts: PI has competitive advantage; explain what has changed with PI – new cells; costs increased, our customers locked up by contract; they’ve been waiting

Can be much more aggressive with negotiations with PTW and other towns if we have PI beside us, not across from us

PI has nothing to lose, to lower cost to compete, TCL owners will have to make up the difference, costs increase (SEE BELOW)

Ensures we maintain our low costs; yes, PI benefits from lower costs

Presque Isle

10,000 tons @ \$115/ton real cost = \$1,150,000

\$1,150,000 @ 17,000 tons = \$67.65/ton

TCL

9,185 “Owner” tons @ \$41/ton = \$382,200

13,843 “Contract” tons @ \$88.50/ton = \$1,225,167

Of that, PTW = 7,117 tons = \$629,864 (about 50% of total)

PTW just told us they are looking for \$70-\$71 for contract renewal (\$131,674) to be made-up by owners

\$382,200 + \$131,674 = \$513,874/9,185 tons = **\$56/ton**

So, to keep PTW at about \$70/ton:

PI lowers their cost from \$115 to \$67

TCL owners increase their cost from \$41 to \$56; which is an additional \$85,835/year for Caribou

This assumes you keep PTW at \$70; and does not include competition for any other contract communities. Could probably offset losses with reduced debt payments in 2022, etc. but that potentially would reduce or eliminate projected net revenues under the “no merger” scenario. Merger scenario guarantees \$2 million.

Letter of Intent

This is a non-binding letter of intent, to be further documented by attorneys for all involved parties.

WHEREAS; Tri-Community Recycling & Sanitary Landfill ("TCL") owns and operates a regional municipal solid waste landfill and recycling program for approximately thirty-five communities in Aroostook County, and

WHEREAS; the City of Presque Isle ("City") also owns and operates a municipal solid waste landfill and recycling program for seven (7) communities in central Aroostook County, and

WHEREAS; both entities recognize the financial and synergistic benefits of combining operations;

NOW, THEREFORE; it is the intention of TCL and the City to merge solid waste management operations under the following considerations.

Merger Mechanism

The proposed mechanism is to add the City as a "Participating Municipality" (i.e.; owner) of Tri-Community Recycling & Sanitary Landfill. The general process for doing so is outlined in *Section 10 Additional Parties*, of TCL's existing Interlocal Agreement ("ILA"). A change in the name of the organization may subsequently be considered.

Key Conceptual Considerations:

1. TCL/New Entity assumes ownership and associated debt for the Presque Isle Landfill ("PILF");
2. TCL/New Entity assumes maintenance cost for the PILF
3. TCL/New Entity assumes ownership of all mobile and other equipment associated with the City's solid waste management operation (landfill and recycling)
4. TCL/New Entity provides igloo recycling services to the City (up to 3 locations)
5. The City contributes cash to TCL/New Entity in an amount equal to the current closure/post-closure care liability for the PILF (currently \$637,546.00), or, caps the active portion of the PILF in accordance with DEP specifications.

6. City retains DEP reimbursement less annual amount to balance budget (estimate of \$145,000 annually)
7. The City pays TCL \$2 million prior to the merger, or per a mutually-agreeable payment schedule, and all future gains or losses are shared in accordance with the appropriation/distribution formula, which is based on a 3-year rolling average of tonnage.

Signed:

For the City of Presque Isle

Martin L. Puckett, City Manager

Date

For Tri-Community Recycling & Sanitary Landfill

Mark C. Draper, Solid Waste Director

Date

Mark Draper

From: Mark Draper [mark@tricomcommunityrecycling.com]
Sent: Thursday, October 19, 2017 3:42 PM
To: 'Martin Puckett'
Subject: Proposal for Consideration

Hello Martin,

The Board of Directors has asked me to submit to the City of Presque Isle the following requests regarding the merger proposal:

1. That the City make 4 additional annual payments of \$145,000, as contemplated in the Letter of Intent, for a total of 8 payments. These funds will be used help pay down the debt on the PILF prior to constructing new cells at TCL, which under the contemplated "Scenario B", our consultants suggest will need to occur in the year 2027. Given the much more difficult financial position of this scenario (versus immediately closing the PILF), and the transitional benefits the City is receiving as a result, the Board feels that this request is justified and within the scope of the original Letter of Intent.
2. That the City contribute \$160,000 to cover their share of the \$400,000 tort claims limit of liability reserve currently established by the 3 current owners. The Board feels that the cost of this reserve should be shared amongst all 4 new owners. There is a willingness to be flexible regarding when and how this reserve amount is provided by the City; including a deferred payment, or an option to reduce any future distributions to the City until that amount is covered. This amount would be distributed to the current owners as their share of the reserve is reduced.
3. That the City contribute \$175,000 to cover the capital expenditures that are being incurred as a result of the merger; particularly under the alternative Scenario B, which does not allow TCL to defer future purchases of other major capital equipment. Those expenditures include: \$75,000 for 3 sets of igloos; \$15,000 for the necessary upgrades and relocation of the PI baler; \$15,000 for scale software upgrades at the PILF; \$50,000 for a reserve to offset potential catastrophic failure of the PI landfill compactor; and \$20,000 for a similar reserve for the PI bulldozer. With the exception of the igloos, these costs are incurred as a direct result of the ongoing operation of the PILF. This does not include the \$310,000 cost to expand the TCL recycling center, which will be financed through borrowing or grant funds.

Please let me know as soon as possible the Presque Isle Council's response to our request. I might suggest that a meeting involving all parties could be helpful with regard to fully explaining and discussing our request and the City's subsequent response. I am happy to help coordinate such a meeting on this end.

I thank you, Dana, and the P.I. Council for your consideration of these requests, and for the continued effort to bring this process to a productive, mutually-agreeable outcome.

Mark C. Draper

Solid Waste Director

Tri-Community Recycling & Sanitary Landfill

Phone: (207) 473-7840 Cell: (207) 227-4304

mark@tricomcommunityrecycling.com



City of Presque Isle, Maine

The Office of City Manager

Martin Puckett

Email: mpuckett@presqueisleme.us

November 9, 2017

Mark Draper
Solid Waste Director
Tri Community Landfill
PO Box 605
Fort Fairfield, ME 04742

Dear Tri Community Board of Directors,

The Presque Isle City Council recently met to discuss the latest proposal submitted by TCL and would like to respond. We continue to be very supportive of the merger, and to that goal, offer the following response:

- 1.) As requested, the city will make 4 additional annual payments of \$145,000, as contemplated in the Letter of Intent, for a total of 8 payments. These payments will be designated to pay down Presque Isle Landfill debt in accordance with the increased usage necessitated by "Scenario B."
- 2.) The City requests the TCL board release the \$400,000 Tort Claims Limit of Liability reserve and put that money towards merger capital costs. The Maine Municipal Property and Casualty pool limits TCL's liability and would pay settlements. MMA coverage is uniquely designed to provide public entities with the protection of the Maine Tort Claims Act Immunities and Limits of Liability.
- 3.) The City requests that capital expenses related to the merger be included in the operational budget so that they are funded based on the per tonnage ownership percentages. This results in the fairest distribution of merger costs to all parties.

The council firmly believes the merger is in the best interest of the City, TCL and Aroostook County. By offering the existing owners of TCL \$2 million, 8 years of payments of \$145,000, releasing the Tort claims account of \$400,000, all parties enter into this merger equally in a partnership that will reduce solid waste costs, increase stability, and provide major benefits to all owners and the entire Aroostook County region.

In the spirit of doing more with less and working together as one; we thank the TCL Board of Directors for this opportunity and know that regionalization is in the best interest for everyone.

Please do not hesitate to contact me with any questions.

Sincerely,

Martin Puckett
City Manager

12 Second Street

Presque Isle, ME 04769-2459

Phone: 207.760.2780

Fax 207.764.2501

*The City of Presque Isle is an equal opportunity provider. To file a complaint, write to
Martin Puckett, Deputy City Manager, 12 Second Street Presque Isle, ME 04769, or call (207) 760-2700.*