

CITY COUNCIL SPECIAL MEETING NOTICE AND AGENDA

Notice is hereby given that the City Council of Caribou will hold a City Council Meeting on **Wednesday, December 27**, 2017 in the Council Chambers located at 25 High Street, **5:30 pm**.



1. Roll Call
2. Pledge of Allegiance
3. Public Input
4. Declaration of Potential Conflicts of Interest
5. Consent Agenda
6. Bid Openings, Awards, and Appointments
7. Formal Public Hearings
8. New Business & Adoption of Ordinances and Resolutions
 - a. Discussion and Possible Action Regarding a Memorandum of Understanding Between Caribou City and FreshAir LLC for Provision of Aeronautical Services at the Airport
 - b. Discussion and Possible Action Regarding Resolution 7-2017, Interlocal Agreement for Providing EMS Services to Connor Township
 - c. Introduction of Ordinance No. 13, 2017 series Authorizing the Sale of Municipal Property (Hilltop Elementary)
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: _____ Dennis Marker, City Manager

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



MEMO

TO: Caribou City Council Members
FROM: Dennis Marker, City Manager
RE: Memorandum of Understanding with Fresh Air
DATE: December 22, 2017

The city's contracts with Fresh Air LLC to provide airport and air ambulance services will expire on December 31, 2017. The airport committee met and feels the contracts need to be modified before they are renewed. The renegotiation is not likely to be completed without having a gap in service. In order to continue the services under the current terms of the contracts a memorandum of understanding has been drafted for the Council to consider.

Memorandum of Understanding

This Memorandum of Understanding (hereafter "Understanding") is made and entered into this ____ day of December, 2017 by and between the City of Caribou, a municipality in Aroostook County, State of Maine; (hereinafter referred to as "City") located at 25 High Street, Caribou, ME 04736, and Fresh Air LLC, a limited liability company organized under the statutes of the State of Maine, with address P.O. Box 909, Caribou, Maine, 04736 (Hereinafter referred to as "Fresh Air"). (The City and Fresh Air together referred to as "Parties.")

Whereas, The City entered into a Commercial Facilities and Activities Lease Agreement, effective January 1, 2013 with Fresh Air for the provision of aeronautical services at the Caribou airport. Such services included but were not limited to mechanical services, hangar management, and fueling of aircraft; and

Whereas, the City also entered into an Air Ambulance Agreement with Fresh Air, effective October 1, 2012, for the provision of air ambulance services based at the Caribou airport; and

Whereas, the abovementioned agreements (together referred to as the Agreements) will expire on December 31, 2017; and

Whereas, The Parties desire to revisit certain terms of the Agreements before considering their renewal but do not want a gap in provided services to occur while the Agreements are being renegotiated.

Now Therefore, it is hereby agreed by and among the Parties as follows:

1. The Parties will continue to work under the established terms of the Agreements for a) a period not to exceed six-months, b) until new agreements are approved by the Parties, or c) upon the completion of a thirty (30) day notice period, whichever occurs first. Notice under this part shall be in writing and may be provided by either party.
2. All rights, responsibilities, benefits and obligations outlined in the Agreements shall remain in effect during the term of this Understanding unless provided otherwise below.
3. The Parties will, in good faith, work to renegotiate the terms of the Agreements.
4. The billing rates associated with Air Ambulance flights beginning January 1, 2018 shall be as follows:

CAR to BGR	\$3,265	PQI to BGR	\$3,265
CAR to PWM	\$5,363	PQI to PWM	\$5,363
CAR to BOS	\$3,265	PQI to BOS	\$3,265

IN WITNESS WHEREOF, THE SAID Parties have caused this Understanding to be executed and to be dated and effective as of January 1, 2018.

City of Caribou, by

Fresh Air LLC, by

Attest

Witness

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



MEMO

TO: Caribou City Council Members
FROM: Dennis Marker, City Manager
RE: Resolution 7, 2017 Series
DATE: December 22, 2017

When the Council considered Resolution 2017-6 on December 11, 2017, the Connor Township EMS contract was not ready for review. This Resolution authorizes the execution of the agreement for EMS services to Connor.

Resolution 2017-7
A Resolution of the Caribou City Council
Approving an EMS Service Agreement with Connor Township

WHEREAS, the City of Caribou has historically entered into interlocal agreement to provide Fire and EMS services to smaller communities in the surrounding area; and

WHEREAS, the communities of Connor, New Sweden, Perham, Stockholm, Westmanland, Woodland and the inhabitants of Township 16 Range 4 desire to have the City of Caribou continue such services in order to protect the public health, safety, and welfare of their communities; and

WHEREAS, the City of Caribou is able and willing to continue to provide such services,

NOW THEREFORE BE IT RESOLVED, that the City Council of Caribou approves the proposed 2018 contract for EMS services as provided in the attached interlocal agreements with Connor Township.

This resolution was duly passed and approved by a majority of the City Council of the City of Caribou this 27th day of December 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

AMBULANCE COVERAGE INTERLOCAL COOPERATION

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 December 27, 2017 enter into contract with the Municipality of **Connor TWP, Maine** in accordance with the vote of said Municipal Officials, hereinafter referred to as the "Municipality", at a regular meeting held on _____ 2017, for Ambulance Coverage.

1. The City agrees to provide 24-hour Ambulance Coverage to the above named Municipality to the Intermediate level permitted to Paramedic 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 Municipality, 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.
 - b. When a call for the Ambulance is classed as Routine Transfer (meaning moving a patient from Point A to Point B non-emergency for, as example, a Doctor's appointment or other non-emergency situation), the dispatcher shall immediately notify his / her Superior who shall dispatch the Ambulance as soon as possible in response to the call. **In no event will the City of Caribou leave the Ambulance Coverage areas unprotected to handle a Routine Transfer.** All such transfers should be scheduled in advance.
3. The ambulance crew or 1st Responders sent to aid and assist, shall at all times be directly under the order and control of the City Fire Chief and / or 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 Municipality 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 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 standing by and responding to calls for the ambulance by the Municipality in the amount of **\$5,244.00** annually. This compensation will be due, even if there are no responses during the year.
7. Invoices will be submitted by the City to the Municipality on a yearly basis. Failure to pay such invoices within Sixty (60) days from date of invoice shall be deemed sufficient cause for the cancellation of this agreement at the discretion of the City.
8. This agreement shall be in effect from January 1st, 2018 to December 31st, 2018. The City and Municipality shall review this agreement at the end of each year and either the City or the Municipality, at any time, by vote of their respective officials, can terminate this contract upon Ninety (90) days written notice to the other party.

IN WITNESS WHEREOF, the parties to those present have executed this Contract, each of which shall be deemed on original on the _____ 2017.

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

Witness to all

Officials of Aroostook County

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

Witness to all

Caribou City Councilors

Filed with Fiscal Administrator _____ 2017.

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



MEMO

TO: Caribou City Council Members
FROM: Dennis Marker, City Manager
RE: Ordinance 13, 2017 Series
DATE: December 22, 2017

This ordinance has been drafted to authorize the sale of a portion of the Hilltop Elementary property to Caribou Senior Living, LLC. The ordinance is required by agreement and by City Charter. A public hearing on the ordinance is scheduled for January 8, 2018, after which the Council can approve the ordinance.

This is the final transaction contemplated under the referendum which was approved by the voters in February 2017.

Councilor _____ introduced the following ordinance:

Ordinance No. 13, 2017 Series
City of Caribou
County of Aroostook
State of Maine

AN ORDINANCE REGARDING THE SALE OF MUNICIPAL PROPERTY (HILLTOP ELEMENTARY)

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 (7) does ordain the following:

The City Council of the City of Caribou hereby authorizes the sale of municipally owned property located at approximately 19 Marshall Avenue (formerly known as Hilltop Elementary). The property to be sold is more accurately depicted on the following pages labeled Exhibit A

The City Manager is hereby authorized to execute any and all documentation necessary for the conveyance of said property.

This ordinance, being introduced on December 27, 2017 and a public hearing being held on January 8, 2018 was duly passed by the City Council of the City of Caribou, Maine, this 8th day of January 2018.

Nicole Cote

R. Mark Goughan

Timothy Guerrette

Hugh A. Kirkpatrick

David Martin

Phillip J. McDonough II

Joan Theriault

Attest:

Jayne R. Farrin, City Clerk

Exhibit A: Description of Property

Being a certain lot or parcel of land situated on the westerly side of Marshall Avenue and being a part of Lot 18, Township "H", Range 2 now Caribou, Aroostook County, Maine and being further bounded and described as follows, to wit:

1. Beginning at a 1-inch iron pipe, capped #1219, found on the westerly line of Marshall Avenue at the southeasterly corner of land of Marilyn P. Hewitt as recorded in the Southern District of the Aroostook Registry of Deeds in Book 5507, page 133 also being the southeasterly corner of Lot 90 according to a plan of survey entitled, "Property of Downing Construction Company, Part of lots numbered thirteen (13) and eighteen (18), H Township, Caribou, Aroostook County, Maine", dated May 1959 and recorded in Plan Book 15, page 43, said iron pipe is also shown as plan point (2) on a plan of survey entitled, "Boundary Survey, Property of William H. Drost and Pearl V. Drost being A Part of Lot 18, Township H, Range 2 in Caribou, Aroostook County, Maine" as surveyed by Blackstone Land Surveying, P.A. May 15 - June 13, 2001. This plan is not recorded but is maintained in the files of Blackstone Land Surveying, P.A. as job #6033;
2. Thence on a Maine State Grid North bearing of South 2°29' East along the westerly line of Marshall Avenue 354.0 feet to an iron pin set;
3. Thence South 88°11' West 218.0 feet to an iron pin set;
4. Thence South 58°54' West 215.0 feet to an iron pin set;
5. Thence South 87°31' West 348.3 feet to an iron pipe set;
6. Thence North 2°29' West along the land of Carl J. Soderberg as recorded in Book 4283, page 83, 454.4 feet to an iron pipe set;
7. Thence North 87°31' East along the southerly line of land of Mark A. McCrossin and Donna M. McCrossin as recorded in Book 3521, page 223, land of Lynn R. McNeal and Betty L. McNeal as recorded in Book 1152, page 487, land of Charles H. Barnes and Donna M. Barnes as recorded in Book 1063, page 440, and along the land of Hewitt 755.0 feet to the point of beginning.

Containing 7.14 acres

All iron pipes set are 1-inch by 36-inch black iron pipe set 2 - 2 1/2 feet into the ground with a yellow plastic identification cap #1219 affixed to the top. All iron pins set are 5/8-inch by 30-inch smooth iron pin set flush to the ground with a yellow plastic identification cap #1219 affixed to the top.

Bearings and distances are from a partial boundary survey as surveyed by Blackstone Land Surveying, P.A., 7 Hatch Drive, Suite 260, Caribou, Maine 04736, September 15, 2017 and revised December 22, 2017.

Exhibit A: Description of Property

