

CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is hereby given that the City Council of Caribou will hold a City Council Meeting on **Monday, January 14, 2019** in the Council Chambers located at 25 High Street, **6:00 pm**.



- 1. Roll Call**
- 2. Pledge of Allegiance**
- 3. Public Forum**
- 4. Declaration of Potential Conflicts of Interest**
- 5. Consent Agenda**
 - a. Minutes from Regular Council Meeting held December 10, 2018 Pgs 2-6
- 6. Bid Openings, Awards, and Appointments**
 - a. Appointment of Zoning Appeals Board and Planning Board Members Pg 7
 - b. Discussion and Possible Action Regarding Engineering Services for Reconstruction of River Road Pg 8-15
- 7. Financial Report**
- 8. Formal Public Hearings, Discussion and Possible Action Items**
- 9. New Business & Adoption of Ordinances and Resolutions**
 - a. Discussion and Possible Action Regarding Emergency Ordinance 01-01-2019 Establishing a Moratorium on Marijuana Related Business Operations Pgs 16-19
 - b. Discussion and Possible Action Regarding Resolution 01-01-2019 Supporting Construction of a New Public Safety Facility for the Caribou Police, Fire, and EMS Departments Pgs 20-21
 - c. Discussion and Possible Action Regarding Resolution 01-02-2019 Approving an Agreement between Caribou City and the New England Police Benevolent Association, Local 605. Pgs 22-42
 - d. Discussion and Possible Action Regarding Lease with the National Weather Service at the Airport Pgs 43-52
 - e. Discussion and Possible Action Regarding Franchise Agreement with Charter Communications Pgs 53-90
 - f. Discussion and Possible Action Regarding Potential Sale of Airport Property for Redevelopment Pg 91
- 10. Reports and Discussion by Mayor and Council Members**
 - a. Council Committee Appointments by Mayor Goughan Pgs 92-93
 - b. Council Priorities and Goals for 2019 Pg 94
- 11. Reports of Officers, Staff, Boards and Committees** Pgs 95-
- 12. Executive Session** (May be called to discuss matters identified under Maine Revised Statutes, Title 1, §405.6) 103
 - a. §405.6.C Real Estate and Economic Development
 - b. §405.6.D Labor Contracts and Proposals
- 13. Next Meeting(s):** January 28, February 11
- 14. 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 R. Farrin, City Clerk

Council Agenda Item #1: Roll Call

The Caribou City Council held a regular meeting Monday, December 10, 2018 at 6:00 p.m. in Council Chambers with the following members present: Mayor David Martin, Deputy Mayor Nicole L. Cote, Philip McDonough II, Joan L. Theriault, R. Mark Goughan and Hugh A. Kirkpatrick. Timothy C. Guerrette was absent.

Dennis L. Marker, City Manager was present.

Department Managers and Staff: Penny Thompson, Tax Assessor; Hope Rumpca, Library Director; Gary Marquis, Supt. of Parks & Recreation; Michael Gahagan, Police Chief; Carl Grant, Finance Director; Scott Susi, Fire Chief; Kenneth G. Murchison, Zoning Administrator; and Christina Kane-Gibson, Events & Marketing Director.

Councilors-Elect: Thomas Ayer and Jody R. Smith.

Christopher Bouchard of the Aroostook Republican, Spectrum, and YouTube covered the meeting.

Council Agenda Item #2: Pledge of Allegiance

The Mayor led the Pledge of Allegiance.

Council Agenda Item #3: Public Input

- Sharon McGee – Caribou resident – Stated the lighting in the City is poor and often sidewalks are not cleaned appropriately. People are walking in the streets, they expect drivers to see them, and often drivers don't. She feels that something needs to be done.

Councilor Goughan mentioned that the City is looking at acquiring new lights and turning lights back on.

- Milo Haney – Commented on Agenda Item 8.c. Discussion and Possible Action Regarding Resolution 12-02-2018 Supporting the Construction of a New Public Safety Facility for the Police, Fire, and EMS Departments of Caribou. Mr. Haney requested that a decision on this be held off until the new Council is seated.
- Don Owen – Pastor at the Caribou Assembly of God – spoke about Caribou having a bird problem. For the past three years, his church facility has been besieged by pigeons. The church has taken steps to handle the problem, but their efforts have been unsuccessful. According to Mr. Owen, bird experts state that the birds' food source would need to be eliminated. He wanted to make sure that the Council was aware of the problem and that it might be addressed.
- Wilfred Martin – Commented on Agenda Item 8.c. – Mr. Martin hopes the Council stalls any voting on this until the new Council is in place.

Council Agenda Item #4: Declaration of Potential Conflicts of Interest

None of the Councilors declared any Conflicts of Interest.

Council Agenda Item #5: Consent Agenda

- a. November 2018 Financials
- b. Minutes from the Council Retreat and Special Council Meeting Held October 17, 2018
- c. Minutes from the Council Meeting held November 13, 2018

- d. Minutes from the Special Council Meeting held November 20, 2018
- e. Minutes from the Special Council Meeting held November 26, 2018
- f. Renewal of Professional IT Services Contract with Oak Leaf Systems, Inc.
- g. Approval of Quit-Claim Deeds for Properties Which Had Lien Waivers

Councilor McDonough requested that words "Lien Waivers" be changed to "Foreclosure Waivers".

Motion made by P. McDonough, seconded by J. Theriault, to approve Consent Agenda A-G as presented with the wording change. (6 yes) So voted.

Council Agenda Item #6: Bid Openings, Awards, and Appointments

Outgoing Councilor McDonough was recognized by the Mayor with a gift and was thanked for his service to the City.

Council Agenda Item #7: Formal Public Hearings

There weren't any Formal Public Hearings.

Council Agenda Item #8: New Business & Adoption of Ordinances and Resolutions

- a. Discussion and Possible Action Regarding Abatement of Property Taxes

Finance Director Carl Grant recommended the abating of two personal property tax accounts for two businesses that have closed.

- Account #16 – Principal amount of \$697.78 from 2010 and 2011
- Account #259 – Principal amount of \$562.24 from 2010 and 2011
- Plus Account #2547 – Principal amount of \$22,000 to offset tax acquired on Birdseye property.

Motion by P. McDonough, seconded by J. Theriault, to accept the recommendations and abate personal property taxes for 2010 and 2011 for Accounts #16 and #259 plus the principal amount of \$22,000 to offset tax acquired on Birdseye property. (6 yes) So voted.

- b. Discussion and Possible Action Regarding Resolution 12-01-2018 Authorizing the Cleanup of Outstanding Account Balances with Unencumbered Appropriations Before Year End

The City Manager recommends approving Resolution 12-01-2018 to clean up and zero out before year end three inactive General Ledger Accounts.

- G-1-365-06 – Amount \$-615.24 - Let's Move Recreation program – ended in 2010
- G-1-365-14 – Amount \$-579.44 - Creative Playground Fund for equipment – in 1990's
- G-1-370-01 - Amount \$-\$14,999.70 Grimes Mill Road construction over run

The three accounts total \$-16,194.38.

Motion made by P. McDonough, seconded by J. Theriault, to approve Resolution 12-01-2018. (6 yes) So voted.

- c. Discussion and Possible Action Regarding Resolution 12-02-2018 Supporting the Construction of a New Public Safety Facility for the Police, Fire, and EMS Departments of Caribou

Manager Marker gave a presentation on the activities of the Citizens Advisory Committee and their recommendation to the Council to pursue the construction of a public safety facility that will accommodate the police, fire, and EMS departments and that the facility be constructed on the city owned property formerly known as the Birdseye site.

Discussion. Councilor Goughan stated that he would trust and have more confidence if an Aroostook engineering company designed the new facility. He would be interested in knowing what the cost would be for a 6000 sq. ft., on a slab, stand-alone police station.

Motion made by N. Cote, seconded by H. Kirkpatrick to table Resolution 12-02-2018 Supporting the Construction of a New Public Safety Facility for the Police, Fire, and EMS Departments of Caribou until January 14, 2019. (5 yes, 1 no, P. McDonough) So voted.

d. Discussion and Possible Action Regarding River Road Reconstruction Design Services

At the direction of the Council, a proposed River Road Final Design & Construction Scope of Services between DuBois & King, Inc. and the City has been prepared. Shane McDougall of DuBois & King, stated that additional survey work needs to be completed and wants to get it done before there is more snow. This work would provide more definition for the failed slope along 800 to 1000 feet of the road.

The Mayor expressed his concerns about other sections of the road beyond the 800 to 1000 feet of the road that has failed. Councilor Kirkpatrick wonders how DuBois & King will be paid if the project is postponed or delayed. The Manager noted that it is only the additional survey work that is being recommended this evening. This will cost approximately \$6,000 to \$8,000.

Motion made by RM Goughan, seconded by J. Theriault, authorize an additional \$6,000 to \$8,000 for survey work to provide more definition for the failed slope along the River Road. (5 yes, 1 no, P. McDonough) So voted.

e. Discussion and Possible Action Regarding River Road Reconstruction Financing Options

It was requested by the Mayor, that what is being projected by the Manager on screen be televised to those at home.

The Finance Department has contacted the Maine Municipal Bond Bank and local finance institutions for possible financing options for reconstruction of the River Road. The terms would be \$1.4 million for 10 years. The Bond Bank's rates were based on the fall 2018 rates as it is too early for the spring rates. The rates from local institutions are all over 4%.

f. Discussion and Possible Action Regarding 2019 Expense and Capital Improvement Budgets

The proposed 2019 Budget is 2.97% increase over last year, with expenses totaling \$10,002,814. Revenues projected to be \$10,357,350, which includes the one-time funds from Aroostook Waste Solutions of \$615,000. These monies are part of the merger with the City of Presque Isle. The City will receive additional merger monies during 2020 and 2021.

Councilor McDonough doesn't agree with the moving of ambulance billing out of the General Government back to Fire & Ambulance; additionally, he stated that those workers should be moved to 25 High Street. Even with ambulance billing expenses moving back to Fire & Ambulance, the billers will remain supervised by the Finance Department. Further, the Councilor believes the current members of the Code Enforcement Department should be handling commercial inspections versus contracting out those types of inspections. The Manager offered that current staff has the certificates but are primarily assessors.

Regarding the loader, Councilor Kirkpatrick asked whether life cycle cost analysis had been done concerning the purchasing of used versus new. The Manager agreed that the City could look at the costs of acquiring a used loader. Kirkpatrick wants to see a life cycle cost analysis completed before the City purchases a loader.

Councilor Cote expressed her concerns about sidewalks not be cleared of snow, whether the proposed budget can support them being cleaned and not just the main ways, but also the sidewalks between schools. It noted by the City Manager, that prior Councils haven't wanted to pay overtime to clear sidewalks. The Mayor questioned that statement, as he remembers Councils wanted sidewalks to be cleaned on one side of the road if there are sidewalks on both sides. It was mentioned by Cote that there is a lot of negative publicity on Facebook regarding this issue. The Mayor does agree that sidewalks to schools should be cleared and stated that he personally doesn't have a problem paying overtime to clean sidewalks to the schools. Councilor McDonough stated that busing is an option, plus there is a provision in the ordinance that has abutting property owners responsible for clearing sidewalks. Councilor Kirkpatrick responded that the Public Works' budget is \$2 million and that is a lot of money. Manager Marker has spoken with the Director about making the sidewalks around the schools a priority. Currently the Public Works Department is fully staffed.

Councilor Goughan doesn't approve of using one-time money for operational expenses and would prefer to see it used to pay debt or use it for a special project; such as, the River Road. Discussion as to whether there are one-time expenses in the proposed budget.

At the end of 2017, approximately \$392,000 was moved to the undesignated fund balance. Councilor McDonough recommended that the City move \$300,000 from the undesignated fund with \$250,000 going towards the 2019 Budget, plus \$50,000 to the Tax Benefit Program (i.e. Senior Tax Program). Councilor Goughan questioned whether now is the proper time to discuss moving monies from the undesignated fund. Additionally, he spoke about his running for Council as someone that is a "zero based budgeting type person" and that the proposed budget continues to do things the same way that they have been done for 30 years. Councilor Goughan stated that he cannot support something that shows that we are spending more than we are taking in.

The Manager assured Councilor Kirkpatrick that if the Public Works is able to spend less on a loader the unexpended monies will remain in the Public Works Equipment Account.

Motion made by P. McDonough, seconded by J. Theriault, to adopt the 2019 Budget as presented with two reductions, to move \$300,000 from undesignated fund balance with \$250,000 going towards the 2019 Expense Budget and \$50,000 to the Tax Benefit Program (i.e. Senior Tax Program). (4 yes, J. Theriault, D. Martin, N. Cote, P. McDonough, 2 no, RM Goughan, H. Kirkpatrick) So voted.

Council Agenda Item #9: Reports and Discussion by Mayor and Council Members

There weren't any additional reports from the Mayor and Council Members.

Council Agenda Item #10: Reports of Officers, Staff, Boards and Committees

The union representing the Fire Department has changed from the Teamsters Local Union #340 to International Association of Firefighters. The current contract expires at the end of this year.

Council Agenda Item #11: Executive Session (May be called to discuss matters identified under Maine Revised Statutes, Title 1, §405(6))

There weren't any executive sessions held.

Council Agenda Item #12: Next Meeting: Organizational Meeting – January 2, 2019

Council Agenda Item #13: Adjournment

Motion made by P. McDonough, seconded by H. Kirkpatrick to adjourn at 7:40 p.m. (6 yes) So voted.

Jayne R. Farrin, Secretary

CARIBOU ADMINISTRATION
25 HIGH STREET
CARIBOU, ME. 04736



MEMO

TO: Caribou City Council Members
FROM: Dennis Marker, City Manager
RE: Appointment to City Boards and Commissions
DATE: January 8, 2019

- 1) **Christine Solman has expressed interest in serving on the Caribou Planning Board.**
Ms. Solman was one of several individuals who was not selected by the Council to serve on their preferred board during the past Council meeting. She was contacted about serving on the Planning Board and she graciously agreed to do so.
- 2) **Mr. Donald Cote has expressed interest in continuing to serve on the Zoning Board of Appeals.**

The Zoning Board of Appeals is a 5-member group that considers appeals of decisions made by the Planning Board or Code Enforcement Officer. They act in a quasi-judicial manner with each case being considered on available records.

Caribou City codes state that appointment to the Zoning Board of Appeals is an indefinite appointment¹, but since 2011 the city has reviewed each appointment in a three-year staggered fashion. In 2020 and 2021 there will be two appointments to be reconsidered.

¹ Caribou City Code, Chapter 13, Section 13-830

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



MEMO

TO: Caribou City Council Members
FROM: Dennis Marker, City Manager
RE: River Road Engineering Services
DATE: January 8, 2019

DuBois & King, LLC has provided the following cost estimate and scope of work for engineering services related to reconstruction of the River Road.

Task A	Topographic Survey	\$8,275
Task B	Design, Drawings and Specifications	\$44,398
Task C	Environmental Permitting	\$14,790
Task D	Bidding and Arrangement for Construction	\$6,302
Task E	General Administration	\$9,800
Task F	Construction Administration	\$16,846
Task G	Technical Observation of Construction	\$19,008

\$119,420

It has been anticipated that this work would be completed during the summer of 2019. It is also believed that the city will obtain the most favorable bids by putting the work out for bid in early spring (March or April). Design work can take 6-8 weeks with good communication and city staff review of designs. This means that to make a March bid period, the design work will need to be started by the end of January.

Concerns have been raised that the city should wait until after the spring thaw, around May, to consider next steps on this process. If design is halted until May, the city could still put the work out to bid by August with final construction occurring before next winter. The primary concern with this amount of delay is the availability of contractors near the end of the 2019 construction season after their seasonal work plans have been set.

RIVER ROAD FINAL DESIGN & CONSTRUCTION SERVICES

SCOPE OF SERVICES

DECEMBER 1, 2018

BACKGROUND

The City of Caribou (CITY) contracted with DuBois & King, Inc. (CONSULTANT) during the fall of 2018 to conduct a feasibility analysis of an embankment failure adjacent to the River Road. D&K developed 4 alternatives with preliminary geotechnical investigation and topographic survey, of which, the City Council selected the rip-rap sloped alternative that realigns River Road to the east of the existing failure. The CITY is seeking to conduct final design engineering to include environmental permitting and bid phase services for possible construction during the summer of 2019. The scope of services below considers both final design and construction administration, however, construction administration scope and fee will only be utilized as needed during the 2019 construction season. The basis of this scope is Cost Plus Fixed Fee as was the case with the previous feasibility engineering phase of the project. The CONSULTANT agrees to perform certain engineering and construction administrative services for the CITY which are described herein.

ARTICLE A - COLLECTION OF DATA

The CONSULTANT shall provide the following services:

- 1.0 Supplemental Topographic Survey.** Perform additional topographic survey to supplement the preliminary data gathered during the feasibility study dated October 2018. Additional survey will include:

- Additional survey of approximately 1,000 feet of failed embankment to more accurately describe the existing contours and slope features.
- Additional survey east of the residential dwellings to more clearly define the existing abandoned railbed.
- Existing turf/wooded areas surrounding the project area as required for design of vegetation removal and stormwater mitigation structures.

Topographic survey data will be adequate to allow generation of 1/2 foot contours of proposed slope stabilization and roadway realignment area. Shots on existing pavement surfaces shall be taken to the nearest 0.01 feet and turf areas to the nearest 0.10 feet. Field survey shall be tied into the horizontal datum (Maine State Plane Coordinate System, NAD 83, East Zone) and vertical datum (NAVD 88).

- 2.0 Data Reduction.** Reduce and plot topographic survey data including the generation of planimetrics and contours.

- 3.0 Prepare Existing Conditions Plans.** Prepare existing conditions plans including the generation of planimetrics and contours to be shown on each of the sheets

listed below, as applicable. Prepare a site plan of the existing conditions at a scale of 1" = 200'.

- 4.0 Meeting.** Attend one meeting with representatives of the CITY to discuss the proposed scope of work.

ARTICLE B – DESIGN, DRAWINGS AND SPECIFICATIONS

The CONSULTANT shall provide the following services:

- 1.0 Title and Site Plan.** Prepare the project drawings title sheet, site plan, and site plan notes. The site plan shall describe all major work items and clearly depict all areas on the site where work is proposed. The site plan shall also depict contractor's haul routes, equipment staging areas, and temporary material stockpiles areas. Site plan notes shall include the following:
- Location, maintenance, and restoration of haul route
 - Special drainage and erosion control measures
 - Responsibility for location and maintenance of underground utilities
 - Responsibilities for traffic control and flag persons during construction
 - Requirements for marking and lighting of contractor's equipment and vehicles
 - Special work requirements with regard to environmentally sensitive areas
- 2.0 Construction Safety/Phasing Plan.** Prepare a construction safety/phasing plan and associated notes. Phasing notes shall include general phasing requirements and a detailed sequence of work proposed for each phase including time limitations for each phase.
- 3.0 Construction Traffic Control Plan.** Prepare a construction traffic control plan and associated notes. Include information identified as part of the MDOT Standard Specification, Revision December 2002.
- 4.0 Roadway Grading Plans and Profiles.** Prepare grading plans and profiles for the existing roadway and proposed roadway realignment including utilities and drainage improvements.
- 5.0 Slope Stabilization Grading Plans.** Prepare grading plans and profiles for the existing slope failure along River Road. Alternative 2 was chosen by the CITY to be designed and constructed. This option includes in general the realignment of roadway in the failed section, approximately 800 feet in length and the regrading of the embankment with rip rapped stone blanket along the portion of the failed slope.
- 6.0 Typical Cross-Sections.** Prepare typical cross sections for the proposed roadway realignment and slope stabilization as appropriate.
- 7.0 Site and Civil Details.** Prepare details for general site, civil, and geotechnical requirements for the project. Grading plans for the proposed roadway and

existing private driveway transitions will also be detailed including all required drainage details. Pavement marking and signage details shall be included as required.

- 8.0 Cross Sections.** Prepare detailed cross sections for the proposed roadway realignment and slope stabilization for the proposed project. Include detailed cross sections for areas of matching with the existing driveways and access ways.
- 9.0 Utility Coordination.** Coordinate with the local utility companies regarding the proposed road realignment. This task will include the relocation of existing utility poles and associated guy wires as required. It is not anticipated that existing sewer utilities will be impacted and therefore minimal coordination with the Caribou Utilities District is anticipated.
- 10.0 Contract Specifications.** Prepare contract specifications including bidding documents, general provisions, and technical specifications for work included in the project in accordance with Maine DOT Standard Specification Manual, the Land Use Ordinance for the CITY, and any supplements thereto.
- 11.0 Material Quantity Takeoffs and Cost Opinions.** Prepare detailed material quantity takeoff and cost opinions for the proposed roadway realignment, slope stabilization, and associated drainage improvements. Material quantity takeoffs and cost opinions shall also be prepared for the proposed construction as required for MDEP permitting purposes. The cost opinions provided will furnish the necessary cost data to serve as a basis for judging the merit of bids to be received for construction. Since the CONSULTANT has no control over the cost of labor and materials, or over competitive bidding and market conditions, the opinions of probable costs provided for herein are to be made on the basis of his experience and qualifications, but the CONSULTANT does not guarantee the accuracy of such opinions as compared to the contractors' bids or the final project cost.
- 12.0 Quality Control Design Reviews.** Perform in-house quality control and design reviews, which provide selected experienced representatives of the CONSULTANT with the opportunity to perform an independent analysis of the plans and specifications at the preliminary and final design stages to ensure accuracy, completeness, and constructability. Subsequent to these independent reviews, a special in-house project review meeting will be conducted to discuss the findings of the individuals. The recommendations of the internal design review will be incorporated into the final plans and specifications.
- 13.0 Meeting.** Attend one meeting with representatives of the CITY to review the progress of the project contract drawings and specifications and obtain comments.
- 14.0 Reproduction.** Prepare and distribute the preliminary drawings, specifications, and contract documents at the completion of the preliminary design stage; and prepare and distribute the final drawings, specifications, and contract documents at the completion of the final design stage to the CITY as required.

Note: The CITY will be provided with one (1) set of drawings one (1) set of specifications and contract documents for preliminary review use and with one (1) set of drawings and one (1) set of specifications and contract documents for final

review use. Preparation of electronic files of the preliminary and final design documents in PDF format can be submitted to the CITY upon request.

ARTICLE C – ENVIRONMENTAL SERVICES:

The CONSULTANT shall provide the following services:

1.0 NATURAL RESOURCES PROTECTION ACT INDIVIDUAL PERMIT

The CONSULTANT provided the following services in the preparation of a Natural Resources Protection Act (NRPA) Individual Permit application for the River Road Slope Failure for submission to the Maine Department of Environmental Protection (MDEP) under the requirements of the Natural Resources Protection Act, 38 M.R.S.A. s. 480.

- 1.1 Pre-Application Meeting/Correspondence.** Arrange and attend a pre-application meeting to be held at the Department of Environmental Protection offices in Bangor, Maine with the Department staff who will be reviewing the Natural Resources Protection Act (NRPA) Individual Permit. This meeting is intended to provide an opportunity for direct discussion with the Department staff regarding the issues pertinent to the project and the methodologies and analysis used to address them in the application.
- 1.2 Prepare NRPA Individual Permit Application.** This task involves the preparation of MDEP's NRPA Permit Application Form, as revised in August 2008.
- 1.3 Activity Description.** Prepare a narrative of existing and proposed areas that will be affected, construction sequencing, and development drawings.
- 1.4 Alternatives Analysis.** Prepare a narrative analyzing whether a practical alternative to the alteration exists. The narrative will address the activity purpose and need, and why the activity cannot be completed in other ways. Sketches will be prepared analyzing whether a practical alternative to the described alteration existed. Analysis from the feasibility study will be used for this application section.
- 1.5 Location Map.** A topographic Location Map will be prepared showing the location of the development boundaries and the name of the USGS quadrangle.
- 1.6 Location Area Photographs.** Color photographs that clearly show the area to be altered and generally show the vegetation and other landscape features of the Activity Location. Each photograph shall be labeled and describe each view, location, and date taken.
- 1.7 Site Plans and Details.** Site plans and details will be prepared showing location of impacted area, location of activity with respect to the impacted waterway, proposed amount of soil disturbance, fill and vegetation removal, location and dimensions of existing structures, location and type of all

proposed erosion control measures, identification of resource boundaries and impact areas, and location of property lines and abutters.

- 1.8 Site Condition Report.** Prepare a site condition report to include existing resource boundaries, waterbody classification, descriptions of the existing water depth, vegetation, and fauna, 100-year floodplain description and map as estimated from the most recent Flood Insurance Rate Map, and description of threatened infrastructure.
- 1.9 Notices.** One public notice and abutter notification will be required for the "notice of intent to file" for the permit application. Abutter notifications will be sent by certified mail. Forms from the MDEP NRPA Individual permit application form and a list of abutters will be prepared and provided in this section.

ARTICLE D - BIDDING AND ARRANGEMENT FOR CONSTRUCTION

The CONSULTANT shall provide the following services:

- 1.0 Bid Documents.** Prepare up to 10 sets of bid documents for distribution to potential bidders, plan rooms, and material suppliers and prepare bid advertisement.
- 2.0 Advertisements.** Submit advertisement for bids to the local and regional newspapers, Construction Summary of Maine, and the Associated Constructors of Maine. The CITY will be responsible for the payment of all advertising fees.
- 3.0 Document Distribution.** Distribute bid documents to bidders and maintain plan holder's list.
- 4.0 Bidder Questions.** Answer questions from bidders during the bid period and issue addenda as required.
- 5.0 Pre-Bid Meeting.** Arrange and conduct a pre-bid site reconnaissance meeting for prospective bidders after the contract is advertised.
- 6.0 Bid Opening.** Arrange and attend the bid opening at City Hall.
- 7.0 Bid Analysis.** Analyze the proposals for conformance and make written recommendations to the CITY on the award of the contract.

ARTICLE E - GENERAL ADMINISTRATION

The CONSULTANT shall provide the following services:

- 1.0 Project Scope.** Prepare a detailed project scope. Discuss the project with the CITY as required and provide additional information as necessary to ensure a full mutual understanding of the project requirements.

- 2.0 Land Easement Acquisition.** The CONSULTANT shall assist with the process of land and easement acquisition for both permanent and temporary rights. During the feasibility stage of this project, the CITY coordinated these efforts and it is the CONSULTANTS understanding that this role will continue as such.

An appraisal is not included in this scope of work and fee estimate. Any expert testimony in regards to a possible eminent domain taking of the easement or other such procedure will be billed at the approved hourly or daily rate. This amount is not included in the proposed fee. The CITY's legal counsel will provide legal services during the negotiations process as needed. Costs incurred by the Owner's legal counsel are not included in this scope of work and fee proposal and will be billed to the City of Caribou direct from the Owner's legal counsel.

- 3.0 Project Administration.** The CONSULTANT shall do the administrative work required, specifically, the CONSULTANT shall consult and correspond, as necessary, with the CITY on DBE requirements, CITY administrative costs associated with the project, Auditors in connection with the CITY's annual financial audit, and record retainage.

ARTICLE F - CONSTRUCTION ADMINISTRATION

The CONSULTANT shall provide the following services:

- 1.0 Pre-Construction Conference.** Arrange and conduct the Pre-Construction Conference and prepare and distribute notes of the meeting.
- 2.0 Resident Supervision.** Provide general supervision to the Resident Project Representative regarding construction related activities. Conduct a minimum of one supervisory visit to the project site by the project manager per each 15 days of construction (four (4) visits estimated).
- 3.0 Construction Administration.** Prepare / handle construction administration project correspondence over the course of the construction.
- 4.0 Submittals.** Review shop drawing submittals, requests for information (RFI's), and product catalogue data furnished by the contractor for compliance with the contract documents.
- 5.0 Change Orders / Performance.** Assist the CITY in processing construction change orders. Advise the CITY as to the Contractor's performance period and the application of liquidated damages, if necessary.
- 6.0 Final Inspection.** Coordinate and attend the final inspection and prepare a report of the results (punchlist) for distribution to the CITY and the Contractor.
- 7.0 Record Drawings.** Prepare and submit Record Drawings. The CITY shall receive one set of reproducibles and one set of prints for the CITY's use and files.

ARTICLE G - TECHNICAL OBSERVATION OF CONSTRUCTION

The CONSULTANT shall provide the following services:

1.0 Construction Layout. Prior to the start of construction, the CONSULTANT shall assist the contractor with construction layout as required to establish horizontal and vertical control for use by the Contractor throughout construction. It is the contractors responsibility to layout construction.

2.0 Technical Field Observation of Construction. The CONSULTANT shall provide a full-time Resident Project Representative for necessary technical observation to assure that construction is carried out in reasonable conformity with the contract drawings and specifications to the extent that is the customary practice of professional engineering.

3.0 Quality Assurance Materials Testing. The Resident Project Representative shall provide or arrange for the necessary services and equipment for the making of required tests for construction quality assurance when required.

PROJECT ASSUMPTIONS

This Scope of Services has been prepared based on the following assumptions:

1. The CITY will provide all available property deed and right of way information. D&K has not included any property or boundary survey or related information in our scope of services. The CITY will be responsible for any required coordination with abutting property owners and for acquiring any required temporary or permanent easements located outside the existing right of way or lands owned by the CITY. D&K will illustrate on the design plans all required easements based on the existing right of way and City owned property lines. The CITY shall be responsible for retaining a Maine licensed Land Surveyor to provide the required documentation for property and easement acquisition.
2. D&K assumes comments from regulators will be of a clarifying nature and will not require any significant additional analysis or design.
3. D&K will be reimbursed for all actual expenses associated with the project. The labor hour and fee estimate represents estimated expenses for budget purposes only.
4. D&K will be reimbursed for all actual RPR labor time on the project. The labor hour and fee estimate represents estimated expenses for budget purposes only. If the contractor completes the project longer or shorter than the assumed construction performance periods, then the labor time will change accordingly. If D&K anticipates required field observation time will exceed the estimated budgeted time, we will advise the CITY, but will continue to provide observation coverage and will invoice and be paid for any RPR time that exceeds budget unless directed by the CITY in writing not to do so prior to expending the time.
5. If, during the course of advancing the design of the project, the above assumptions are determined to be inaccurate, and/or if other permits become necessary, we will bring this to the CITY's attention and discuss how to proceed. If additional services become necessary, these can be incorporated via a contract amendment.



City of Caribou, Maine

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www.cariboumaine.org

Memorandum

To: Caribou City Council

From: Caribou Planning Board

Date: 19 December 2018

Re: Medical Marijuana Caregiver Business Startup Moratorium Request

At the December 13 Caribou Planning Board Meeting we considered two permit applications related to a Registered Medical Marijuana Caregiver. The first application was for a retail accessory business (non-marijuana) adjacent to the existing Medical Marijuana Caregiver Service. This application was tabled pending clarification of Caribou's Land Use Code. The second application was brought as information only at this time to the Planning Board due to the Caribou Code being Silent on the application of Medical Marijuana Caregiver Business Practices.

City Code does address the application of Medical Marijuana Dispensaries efficiently in Chapter 13 Section 739 "Registered Nonprofit Dispensaries and Registered Cultivation Facilities for Medical Marijuana" pursuant to Title 22 MRSA Chapter 558 C and Subsection 2428 (10) and the code also provides for the regulation of retail recreational marijuana in Chapter 13 Section 741 "Prohibiting Recreational Marijuana pursuant to Title 30-A MRS Subsection 3001 and Title 7 MRS c. 417 (Home Rule).

Also, in Section 741 subsection 4 "Exemptions" of the Caribou Code are the exceptions to the rule. These being A. Personal Use of Marijuana and B. Medical Use of Marijuana.

The regulation of Medical Marijuana is set forth by the State of Maine in Title 22 MRS Subsections 2421-2430-B and as amended pursuant to LD 238 coming into effect 12/13/2018.

At issue is that in Caribou Code the regulation of Registered Marijuana Caregivers and Non-Registered Caregivers and their associated business practices are not currently addressed. The City has relied on State Statute to deal with these issues and so the evolving nature of the law requires us to review and perhaps amend our code to address these applications.

The Caribou Planning Board requests a moratorium of Medical Marijuana Caregiver Business Startups to allow the City to digest recent changes of the State Statute and to apply supporting language to the Caribou Code for the regulation of these activities.

Sincerely Submitted
Kenneth Murchison Jr.
City of Caribou Zoning Administrator/CEO



CARIBOU CITY
EMERGENCY MORATORIUM ORDINANCE 01-01-2019
REGARDING MEDICAL MARIJUANA RETAIL STORES, DISPENSARIES, TESTING
FACILITIES, CULTIVATION FACILITIES, AND MANUFACTURING FACILITIES

WHEREAS, the legislative body of the City of Caribou (the “Municipality”) makes the following findings:

- (1) The Maine Medical Use of Marijuana Act, codified in 22 M.R.S. Ch. 558-C, authorizes the use, possession, cultivation and transfer of marijuana for medical purposes, and authorizes qualifying patients to obtain medical marijuana from other qualifying patients, registered caregivers, or registered dispensaries, as those terms are defined by 22 M.R.S. § 2422; and
- (2) On July 9, 2018, the Maine Legislature enacted PL 2017, c. 452 (LD 1539), *An Act to Amend Maine’s Medical Marijuana Law*, which includes express authorization for the operation of retail stores by registered caregivers to sell marijuana to qualifying patients, as well as authorization for the operation of medical marijuana manufacturing facilities, medical marijuana testing facilities, and six additional registered medical marijuana dispensaries; and
- (3) On July 9, 2018 the Maine Legislature enacted as emergency legislation PL 2017, c. 447 (LD 238), *An Act to Amend the Maine Medical Marijuana Law*, which expressly recognizes municipal home rule authority to regulate registered caregivers, registered dispensaries, testing facilities, cultivation facilities and manufacturing facilities; and
- (4) The unregulated location and operation of medical marijuana retail stores, registered dispensaries, testing facilities, cultivation facilities and manufacturing facilities, hereafter referred to as “Medical Marijuana Facilities”, within the Municipality raises legitimate and substantial questions about the impact of such activity on the Municipality, including questions as to compatibility with existing land uses and developments in the Municipality; the sufficiency of municipal infrastructure to accommodate such activity; and the possibility of unlawful sale of medical marijuana and medical marijuana products; and
- (5) As a result of the foregoing issues, the location and operation of Medical Marijuana Facilities within the Municipality have potentially serious implications for the health, safety and welfare of the Municipality and its residents; and
- (6) The Municipality’s existing ordinances are insufficient to prevent serious public harm that could result from the unregulated development of Medical Marijuana Facilities; and
- (7) An overburdening of public facilities and resources, including public safety resources, is a reasonably foreseeable result of the unregulated location and operation of Medical Marijuana Facilities; and
- (8) In the judgment of the legislative body of the Municipality, the foregoing findings and conclusions constitute an emergency within the meaning of 30-A M.R.S. § 4356 and City Charter Article 2.13 requiring immediate legislative action.

NOW THEREFORE, pursuant to 30-A M.R.S. § 4356, and Caribou City Charter, Article 2.13 be it ordained by the Municipality as follows:

Section 1. Moratorium. The Municipality does hereby declare a moratorium on the location, operation, permitting, approval, or licensing of any and all new medical marijuana retail stores, registered dispensaries, testing facilities, cultivation facilities and manufacturing facilities within the municipality.

No person or organization shall develop, expand or begin operation of a medical marijuana retail store, registered dispensary, testing facility, cultivation facility or manufacturing facility within the Municipality on or after the effective date of this Ordinance. During the time this Ordinance is in effect, no officer, official, employee, office, administrative board or agency of the Municipality shall accept, process, approve, deny, or in any other way act upon any application for a license, building permit, any other type of land use approval or permit and/or any other permits or licenses related to a medical marijuana retail store, registered dispensary, testing facility, cultivation facility or manufacturing facility.

Section 2. Definitions. For purposes of this ordinance, the following terms have the following meanings.

Medical marijuana retail store means an establishment having the attributes of a typical retail establishment, such as, but not limited to, signage, regular business hours, accessibility to the public, and sales directly to the consumer of the product, including but not limited to locations licensed for home food manufacturing by the Maine Department of Agriculture, Retail Businesses or Wholesale Business/Sales, and that is used by a registered caregiver to offer marijuana for sale to qualifying patients.

Marijuana means the leaves, stems, flowers, seeds and other plant material harvested from a plant of the genus *Cannabis*, including, but not limited to, *Cannabis sativa*, *Cannabis indica*, and *Cannabis ruderalis* or their hybrids or seeds of those plants. "Marijuana" includes any product derived from any marijuana plant or plant material, including, but not limited to marijuana concentrate and marijuana products.

Cultivation Facility means a facility or person licensed and engaged in the cultivation, preparation and/or packaging of marijuana for sale to Caregivers, Registered Dispensary, Testing Facilities, or Manufacturing facilities.

Registered dispensary means an entity registered under the Maine Medical Use of Marijuana act that acquires, possesses, cultivates, manufactures, delivers, transfers, transports, sells, supplies or dispenses marijuana or related supplies and educational materials to qualifying patients and the caregivers of those patients.

Testing facility means a public or private laboratory that is authorized under the Maine Medical Use of Marijuana Act to analyze contaminants in and the potency and cannabinoid profile of marijuana samples.

Manufacturing facility means a facility or person engaged in the production, blending, infusing, compounding, or other preparation of marijuana, marijuana concentrate, or marijuana product for medical use, including, but not limited to, extraction or preparation by means of chemical synthesis.

Section 3. Pending Proceedings. Notwithstanding 1 M.R.S. § 302 or any other law to the contrary, this Ordinance shall govern any proposed medical marijuana retail store, registered

dispensary, testing facility, cultivation facility and manufacturing facility for which an application for a building permit, certificate of occupancy, site plan or any other required approval has been submitted to the Municipality, whether or not a pending proceeding, prior to the enactment of this Ordinance.

Section 4. Conflicts/Savings Clause. Any provisions of the Municipality's ordinances that are inconsistent or conflicting with the provisions of this Ordinance are hereby repealed to the extent applicable for the duration of this moratorium. If any section or provision of this Ordinance is declared by any court of competent jurisdiction to be invalid, such a declaration shall not invalidate any other section or provision.

Section 5. Violations. If any medical marijuana retail store, registered dispensary, testing facility, cultivation facility or manufacturing facility is established in violation of this Ordinance, each day of any continuing violation shall constitute a separate violation of this Ordinance and the Municipality shall be entitled to all rights and remedies available to it pursuant to 30-A M.R.S. § 4452, including, but not limited to, fines and penalties, injunctive relief, and its reasonable attorney's fees and costs in prosecuting any such violations.

Section 6. Posting and Effective Date. This Ordinance shall become effective immediately upon its adoption and shall remain in full force and effect for a period of 61 days thereafter, unless extended pursuant to law or until a new and revised set of regulations is adopted by the Municipality, whichever shall first occur.

R. Mark Goughan, Mayor

Jody Smith, Councilor

Tom Ayers, Councilor

Nicole L. Cote, Councilor

Hugh Kirkpatrick, Councilor

David Martin, Councilor

Joan Theriault, Councilor

Attest:

Jayne R. Farrin, City Clerk



MEMO

TO: Caribou City Council Members
FROM: Dennis Marker, City Manager
RE: Resolution 12-02-2018 New Public Safety Facility
DATE: January 9, 2019

THIS ITEM WAS TABLED FROM THE DECEMBER 10, 2018 COUNCIL MEETING

Discussion and Possible Action Item

The Citizens Advisory Committee for considering the needs and possibilities for new public safety facilities made a recommendation to the City Council, during their meeting held December 5, 2018.

The Committee proposed that the city pursue the construction of a public safety facility that will accommodate the police, fire, and EMS departments. Furthermore, that such facility be constructed on the city owned property formerly known as the Birdseye site.

PortCity Architecture provided consulting services for the committee and has estimated that this preferred alternative will cost approximately \$10.5M to construct.

The committee reviewed multiple sites and options for a new facility, including separated facilities. Presentation materials and recordings of the committee's meetings can be found through the city's web page. (<http://www.cariboumaine.org/index.php/government/capital-projects/2018-public-safety-facilities-study/>)

It is proposed that the Council adopt Resolution 12-02-2018, which supports the construction of a new public safety facility which will house the three mentioned departments.

Ultimately, this project will need to be presented to the public for a vote. Before that vote can take place, a funding package needs to be procured which may include grants, loans, gifts, etc. and from multiple agencies/sources. Resolution 12-02-2018 helps demonstrate to potential funding sources the city's commitment to the project.

Resolution 01-01-2019
A Resolution of the Caribou City Council
Supporting the Construction of a New Public Safety Facility
for the Caribou Police, Fire, and EMS Departments

WHEREAS, the City of Caribou is a Local Unit of Government under the State of Maine, and

WHEREAS, the City of Caribou provides police, fire protection and EMS services (hereafter "Services) to its citizens and many surrounding communities; and

WHEREAS, the City of Caribou commissioned a study of existing Service facilities and their needs for continuing to provide current levels of service. This study included consultation by industry professionals, design consultants, and a 22-member Citizens Advisory Committee that met over the course of 9 months; and

WHEREAS, the Citizens Advisory Committee (CAC) evaluated the existing facilities and determined that the current facilities are inadequate for the current and future Service needs in the community and has recommended that a new public safety facility be built that will allow sharing of resources between all Services and which will provide the greatest long-term benefit to the community, and

WHEREAS, the City Council finds that the CAC has been thorough in their investigation, and

WHEREAS, in order to finance the construction of such a facility, the City will need to procure a funding package to be approved by a vote of the citizens.

NOW THEREFORE BE IT RESOLVED, that

- 1) the City Council of Caribou supports the recommendation of the CAC and recognizes the need for a public safety facility to be shared by the Police, Fire, and EMS services.
- 2) The City Council authorizes the City Manager to seek all available financing options and sources necessary for the construction of the recommended facilities, and
- 3) The final funding package be presented to the citizenry for approval during a future election.

This resolution was duly passed and approved by a majority of the City Council of the City of Caribou this 14th day of January 2019.

R. Mark Goughan, Mayor

Jody Smith, Deputy Mayor

Tom Ayers, Councilor

Nicole Cote, Councilor

Hugh Kirkpatrick, Councilor

David Martin, Councilor

Joan Theriault, Councilor

Attest:

Jayne R. Farrin, City Clerk

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



MEMO

TO: Caribou City Council Members
FROM: Dennis Marker, City Manager
RE: Resolution 01-02-2019 Approving an Agreement with the
New England Police Benevolent Association, Local 605.
DATE: January 9, 2019

Resolution 01-02-2019 approves a one-year contract with the city's police officer union, i.e. the New England Police Benevolent Association, Local 605. This agreement would replace the previous union agreement that was in effect between January 1, 2016 and December 31, 2018.

If the Council desires to further discuss the terms of this agreement before adopting the resolution, it is recommended that such discussion take place with the union representatives in an executive session, as allowed under Maine Statute, 30-A §405.6.D.

Resolution 01-02-2019
A Resolution of the Caribou City Council
Approving an Agreement with the New England Police Benevolent Association

WHEREAS, the City of Caribou is a Local Unit of Government under the State of Maine, and

WHEREAS, the City of Caribou Police Department has elected to be part of a collective bargaining unit as permitted under Maine Statutes and more specifically represented by the New England Police Benevolent Association, Inc., hereafter "Union"; and

WHEREAS, the City of Caribou has met with Union representatives on multiple occasions over the course of the year to evaluate working conditions, operational efficiencies, wages and benefits for members of the Union; and

WHEREAS, the City Council finds that the agreement attached hereto represents a fair and mutually beneficial contract between the parties

NOW THEREFORE BE IT RESOLVED, that

- 1) the City Council of Caribou approves the agreement attached hereto as Exhibit A, and
- 2) Commits to conducting a wage and benefits study of like law enforcement agencies within the region as part of further contract renewal negotiation proceedings in 2019.

This resolution was duly passed and approved by a majority of the City Council of the City of Caribou this 14th day of January 2019.

R. Mark Goughan, Mayor

Jody Smith, Deputy Mayor

Tom Ayers, Councilor

Nicole Cote, Councilor

Hugh Kirkpatrick, Councilor

David Martin, Councilor

Joan Theriault, Councilor

Attest:

Jayne R. Farrin, City Clerk

AGREEMENT

BY AND BETWEEN

CITY OF CARIBOU, MAINE

AND THE



NEW ENGLAND

POLICE BENEVOLENT ASSOCIATION

LOCAL 605

=

January 1, 2019 through December 31, 2019

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This Agreement is entered into by and between the City of Caribou, Maine, hereinafter referred to as the Employer, and NEPBA Local Union No. 605, a member of the New England Police Benevolent Association, Inc., hereinafter referred to as the Union.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

ARTICLE 1 - PREAMBLE

Pursuant to the provisions of the Municipal Public Employees Labor Relations Law (Title 26, M.R.S.A., Sections 961 through 974 1964, as amended), the parties hereto have entered into this Agreement in order to establish mutual rights, preserve proper employee morale and to promote effective and efficient municipal operations.

ARTICLE 2 - RECOGNITION

The City hereby recognizes that the Union is the sole and exclusive representative of all patrolmen in the Caribou Police Department, except as provided herein, for the purpose of bargaining with respect to wages, hours of work, and working conditions.

The City agrees not to enter into any agreement or contracts with those employees covered under this agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such Agreement shall be null and void.

ARTICLE 3 - UNION SECURITY - DUES CHECK - OFF

All Policemen of the Caribou Police Department shall have the right to join or not join the Union. No employee shall be favored or discriminated against either by the City or by the Union because of his/her membership or non-membership in the Union. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees covered under this agreement without discrimination, interference, restraint, or coercion.

The City recognizes that employees who are part of the Union may have obligations to pay monthly dues to the Union. The City agrees, upon receipt of individually signed authorization cards, to deduct the Union established dues and or fees, uniforms assessments and initiation fees, etc. from the wages of each Union member employee. The City will then remit such check-off to the Secretary-Treasurer of Local #605 before the first day of the month immediately next succeeding. Such remittance shall be accompanied by an itemized statement showing the name of each employee and the amount checked off for dues

ARTICLE 4 - MANAGEMENT RIGHTS AND DEPARTMENTAL RULES

The City retains all right and authority to manage and direct its employees, except as otherwise specifically provided in this Agreement. Such rights shall include and shall not be limited to: operation and management of the City's Police Department; the direction of the working force; the right to hire, discharge and discipline; to change assignments; to promote or demote, to suspend, to reduce or expand the working forces; to transfer, to maintain discipline, to establish work schedules, to introduce new, improved or changed methods of work to facilities; to change, combine or eliminate jobs, work tasks, or positions.

The City's not exercising of such functions in a particular way, shall not be deemed a waiver of its right to exercise such function or preclude the City from exercising the same in some other way not in conflict with the express provisions of this agreement.

Authorized agents of the Union shall have access to the Employer's establishment during normal business hours, from 8:00 a.m. to 5:00 p.m. on Monday through Friday for the purpose of

adjusting disputes, investigating working conditions, collection of dues and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the working schedule. For the purpose of scheduled meetings, a twenty-four (24) hour notice to the Chief will be required before this Article can be implemented.

ARTICLE 5 - STRIKES AND SLOWDOWNS

For the duration of this Agreement, the Union, its officers, representatives, stewards and members shall not, directly or indirectly, authorize, instigate, cause, and encourage, ratify, support or suggest or condone, nor shall any employee, directly or indirectly take part in any strike, slowdown, or stoppage of work, boycott, picketing, or other interruption of work, or take any action or inaction which would involve suspension or interference with the normal work of the City Department, mass resignation, or absenteeism.

Failure or refusal on the part of any employee or agent to comply with any provision of this Article 5 shall be cause for whatever disciplinary action, including suspension or discharge, deemed necessary by the City. In consideration of no-strike pledge by the Union and employees, the City shall not lockout employees for the duration of this Agreement. Neither the violation of any provision of this Agreement nor the commission of any act constituting an unfair labor practice or otherwise made unlawful by any federal, state or local law shall excuse employees, the Union or the City from their obligations under the provisions of this Article 5. Alleged violation of any provision of this Article 5 is appealable immediately by either party, to the Superior Court, within and for the County of Aroostook and State of Maine for the purpose of securing specific performance of the provisions of this Article 5.

ARTICLE 6 - SENIORITY

Section 1. Seniority List

A seniority list shall be established naming all the employees covered by this Agreement, with the employees with the greatest seniority (years of service) listed first. Seniority shall be based upon the employee's last date of hire. Seniority, for the purpose of this Agreement, shall be interpreted to mean length of continuous service with the city only and shall be a major factor in all matters affecting work-shift assignments, layoff, recall and shall be the governing factor for vacation preference, provided all other qualifications are equal.

Section 2. Layoffs According to Seniority

In the event it becomes necessary for the City to layoff employees for any reason, employees shall be laid off in the inverse order of their seniority, by classification with bumping rights. All affected employees shall receive a two (2) calendar week advance notice of layoff, and the City shall meet with the affected employees prior to the actual occurrence of layoff. Employees shall be recalled from layoff according to their seniority. No new employees shall be hired until all employees on layoff have been afforded recall notices.

Section 3. List Updates

The seniority list shall be made available to the Union within thirty (30) days after the signing of this Agreement or upon a new hire within the department and posted on the Department bulletin board. Corrections to the seniority list shall be made within thirty (30) days of such posting. After such thirty (30) day period, the seniority list shall be deemed correct.

Section 4. Seniority Upon Returning to Work After Retirement

As stated in the Maine Public Employees Retirement System (PLD Plan), a Bona fide termination is required under State of Maine and Federal Law for an individual to retire. For contractual purposes a "Bona fide termination" to draw state retirement benefits will not constitute a break in continuous service as prescribed in section 1, nor affect seniority upon returning to work in the department.

ARTICLE 7 - DUTIES OF EMPLOYEES

The duties of the employees covered by this Agreement shall be the enforcement of City ordinances, state and federal statutes, the patrolling of the City streets and highways for crime prevention and traffic control and the preservation of life and property, and the carrying out of the duties normally required of a police department. However, nothing herein shall be construed as diminishing the current duties of the employees, duties to those consistent with prior practices, or as precluding the assignment of new duties to carry out the general purposes served by present duties as changing conditions or technology warrant.

Employees may be permitted to perform services for private interest and be gainfully employed outside the department, provided, prior approval and consent thereof is obtained from the Chief of Police.

ARTICLE 8 - HOURS OF WORK - WORK WEEK - WAGES

Section 1a. 8 Hour Shift Cycle

The normal work week for all employees covered by this Agreement shall be forty (40) hours per week which shall be guaranteed each week provided the employee reports for work each day of his/her schedule. A shift shall be defined as 8 hours worked within a 24-hour day.

Non- Floating employees shall not be moved from their assigned schedule without prior consent of the employee. Patrolman designated as a Floater will be scheduled as per the needs of the City and shall be guaranteed forty (40) hours the same as non-floating officers.

Floater's schedules shall not be changed from the posted schedule without a 24-hour notice or by mutual consent. There shall be a maximum of three (3) Floaters. Senior Float will only float after a junior Float or Floaters. An Officer shall not be designated as a Float unless hired as such or by mutual consent.

Patrolmen will be permitted to swap shifts with other Patrolmen with the approval of the Chief or appropriate Supervisor with at least 24 hours prior notification.

Section 1b. 12 Hour Shift Cycle

Effective May 6, 2016, the normal work week for all employees covered by this Agreement shall be an average six-week cycle of forty-two (42) hours per week which shall be guaranteed each week provided the employee reports for work each day of his/her schedule. A shift shall be defined as twelve (12) hours worked within a 24-hour day.

Non- Floating employees shall not be moved from their assigned schedule without prior consent of the employee. Patrolman designated as a Floater will be scheduled as per the needs of the City and shall be guaranteed forty-two (42) hours the same as non-floating officers.

Floater's schedules shall not be changed from the posted schedule without a 24 hour notice or by mutual consent. There shall be a maximum of three (3) Floaters. Senior Float will only float after a junior Float or Floaters. An Officer shall not be designated as a Float unless hired as such or by mutual consent.

Patrolmen will be permitted to swap shifts with other Patrolmen with the approval of the Chief or appropriate Supervisor with at least 24 hours prior notification. No employee shall work more than eighteen (18) hours in a twenty-four (24) hour period.

The regular work tour shall be twelve (12) hours for those members assigned to a patrol function, unless changed by the Chief of Police. The two (2) daily work shifts shall be: 6:00 a.m. to 6:00 p.m. and 6:00 p.m. to 6:00 a.m.

SUN	MON	TUE	WED	THU	FRI	SAT
Off	On	On	On	Off	Off	Off
On	On	On	Off	Off	Off	On
On	On	Off	Off	Off	On	On
On	Off	Off	Off	On	On	On
Off	Off	Off	On	On	On	Off
Off	Off	On	On	On	Off	Off

The schedule provided in section 1b is the currently accepted schedule of shift duties after having been through a one (1) year trial period (2016) and having passed a one (1) year administration discretionary reversion period (2017). Hereafter, bargaining and consultation with the Union is necessary, to revert back to the schedule listed in section 1a or institute any other shift schedule.

Section 2. Wages

For base pay purposes, 40 hours will be paid at straight time and 2 hours will be at time and a half or at 3 hours straight time. The salary for each employee, for forty (40) hours, shall be as shown in Table 1 below, for the period of January 1, 2019 through December 31, 2019. Wages for 2019 shall go into effect the first full pay period after both sides approve this proposal or the first pay period of 2019 if agreed upon prior to January 31, 2019.

A new Patrolman that is a graduate of the Maine Criminal Justice Academy will typically be hired at the one (1) year base salary and will progress through the remaining steps each year thereafter. Administration shall have the ability to place new hires into the wage scale dependent upon factors such as previous experience, number of years out of the Academy, educational attainment, etc. No placement shall be made greater than the number of applicable years after graduating the Academy between one and twenty. The base wage as outlined in the contract will advance successively by one step each year until the listed 5-year scale has been reached. Upon reaching the 5-year scale, there shall be no early advancement on the longevity pay (after eight years) as this benefit is defined as a seniority benefit. There will be no advance in any other seniority benefit.

Table 1: Base Weekly Salaries

	Prior Year (2018)	2019
Starting	\$638.48	\$710.00
1 Year	\$718.79	\$770.00
2 Years	\$742.81	\$814.00
3 Years	\$764.29	\$840.00
4 Years	\$785.80	\$864.00
5 Years	\$836.48	\$880.00
8 Years	\$855.02	\$902.00
12 Years	\$880.53	\$930.40
16 Years	\$901.40	\$946.00
20 Years	\$926.89	\$969.60

In addition to the above base weekly salaries:

1. Shift Supervisor Pay: An Officer assigned the responsibility for supervising a shift shall be paid \$0.50 per hour for all hours worked as shift supervisor.
2. Shift Differential – Patrolmen: An Officer assigned to work during the hours of 6:00 P.M. – 6:00 A.M. shall be paid \$0.75 per hour for hours worked during those time periods.
3. Educational Incentive: The department will excuse a person, when necessary, from a portion of a shift to attend an approved school and provide coverage, when necessary, to replace the vacancy.

Section 3. Base Hourly Rates

The employee's base hourly rate shall be computed by dividing forty (40) into the employee's base weekly salary as set forth in Section 2 above.

Section 4. Time and a Half Pay

Employees shall be paid at the rate of one and one-half (1-1/2) times their base hourly rate for all hours defined in Section 5.1 – 5.3 as follows:

1. All hours worked in excess of the employee's normal work week shall be paid for at one and one-half (1 ½) times the employee's base hourly rate.
2. Worked on the employee's regular scheduled days off.
3. Compensated for special duties and off-duty court time as provided for in Sections "F", through "I" below.

Section 5. Payroll Week.

The payroll week shall start at 6:00 a.m. on Tuesday and end at 6:00 a.m. the following Tuesday.

Section 6. Special Duties:

Outside duties or assignments that are sponsored by the following non-profit organizations or agencies, or other similar non-profit organizations or agencies, which come under the City's jurisdiction, where police guidance, surveillance or presence is required at a rate of \$50.00 per Officer per duty. For the duration of this Contract, a Special Duty, as defined in Section F., shall be a four (4) hour block. For Duties running longer than four (4) hours, the prorated fee of \$12.50 per hour shall be paid in one (1) hour increments. Examples are listed below

1. School and/or student sponsored functions.
2. Functions sponsored by Rotary Club, Kiwanis Club, Lions Club, Lioness Club, Veterans organizations, church organizations or Chamber of Commerce.
3. Parades.
4. Cary Medical Center functions, not including acts of medical provision.
5. Municipally sanctioned events.

Full time employees who work on any other function shall be paid at the rate of one and one half times their current hourly rate, except for grant funded functions which shall be paid at one and one half (1½) times their current hourly rate or thirty-five (\$35.00) dollars an hour, whichever is greater, with a guaranteed minimum of not less than four (4) hours for each assignment. The City of Caribou shall apply for any applicable or other overtime grant, OUI, seatbelt grants and any other such grants awarded by the Bureau of Highway & Traffic Division, or other such agencies, provided any grant match can be met *if applicable* in the current fiscal year. An officer's presence within jurisdiction required by and reimbursed by any governmental agency or grant shall be offered to regular fulltime employees first.

Section 7. Overtime and Special Duty Assignments:

All available overtime and special duty shifts will be offered first to Full Time Officers until 48

hours prior to the occurrence. If not filled, the Chief or Shift Supervisor shall contact Full Time Officers on a shift-seniority basis prior to calling Reserve Officers. If no Full-time Officer agrees to serve, it will then be offered to Reserve Officers at the Reserve's normal rate of pay. Any Officer canceling overtime or special duty shifts inside of the 48 hours will be responsible for finding a replacement, except in the case of illness or emergency. Any School Resource Officer will be assigned day shifts when not assigned to work at a school.

Section 8. Court Time:

Any employee covered by this Agreement who is required to attend Court outside of his/her regular work shift shall receive a minimum of two (2) hours of pay at his/her applicable hourly overtime rate for such attendance. If an employee is notified prior to 5 p.m. that his/her presence is not needed for the next day, no court time shall be allowed. Court time contiguously annexed to the end or beginning of a shift of which the Officer was working or is scheduled to work will be paid at the rate of one and one half (1 ½) times the Officer's regular hourly rate for the actual number of hours spent in court beyond the end of the regular shift or before the regular scheduled shift. If he is required to stay in attendance at such court for more than two (2) hours, in any one day, he shall be paid for the actual hours spent that day. Provided, however, that any and all fees, compensation or allowances, to which any officer is or would be entitled to for such Court Time, as provided for by statute of Court order, shall be turned over and paid to the City, and not retained by the officer.

Section 9. Superior Court Time:

Officers required to attend superior court proceedings will be scheduled only for day shifts during the trial proceedings. Actual hours worked for the Superior Court appearance will be recorded and hours worked will be reconciled to the shift paid. Hours in Superior Court greater than the regularly scheduled shift-hours will be paid at time and a half (1 ½). For court time less than regularly scheduled shift hours, the net will be owed to the City and may be paid back from comp time and or overtime earned on an equivalent hourly basis. The "owed" time will not be subtracted from the officer's normal weekly pay period unless requested by the officer. The Chief shall track this time as he does comp time or other time owed or accrued. The employee shall have an eight (8) hour break between the end of court proceedings and the start of their shift, providing their shift would begin on the same day as court.

An employee scheduled to appear in Superior Court outside of the City limits of Caribou shall receive a meal allowance if applicable.

Section 10. Holiday Pay.

The following holidays shall be paid for all employees covered by this Agreement

- | | | |
|-----------------------|----------------------|-------------------|
| 1. New Year's Day | 6. Independence Day | 11. Christmas Day |
| 2. Martin Luther King | 7. Labor Day | |
| 3. President's Day | 8. Columbus Day | |
| 4. Patriot's Day | 9. Veteran's Day | |
| 5. Memorial Day | 10. Thanksgiving Day | |

An employee who is not scheduled to work a holiday will receive holiday pay at one time their salary for that shift. (one time base)

An employee who is scheduled to work on a holiday as listed above, shall be paid two times their hourly rate for that shift. (two times base)

An employee who is called in to duty on a holiday, and it is not a scheduled work day, shall be paid at the rate of two times the employee's hourly rate plus the base rate. (three times base).

The parties agree to continue the current practice of all holiday pay staying at 8 hours per day for

officers not on shift on the actual holiday.

Section 11. Comp Time.

Comp time can be accumulated up to 40 hours in lieu of overtime. This comp time has to be used in increments of shifts or four (4) hour blocks. These exchange days may be taken only when the shift is adequately covered by other regularly-scheduled personnel. Accumulated Comp Time shall be maintained by the city and made available with employees' paychecks.

Section 12. Direct Deposit.

All employees are required to enroll in the Employer's direct deposit program.

ARTICLE 9 – USE OF PRIVATE AUTOMOBILE

When an employee is required by the City to use his/her private automobile for police or City business, the employee shall be paid for the use of his/her car at the rate established annually by the City Council.

ARTICLE 10 – INSURANCE

The City of Caribou and NEPBA Local 605 shall form a Committee made up of 2 employees from the NEPBA Police Department Unit, 2 employees of the Teamsters Fire and Ambulance Unit, 2 employees from the AFSCME Public Works Unit and 6 non-union employees. Management shall be represented by the City Manager and the Human Resource Director and or their designees. Management shall provide administrative support, research and advisement to the Committee as necessary.

The task of the Committee shall be the deliberation, evaluation and making of proposals for alternatives to health insurance and sick leave policies in their work place. The Committee will be given appropriate administrative support. All meetings of the Committee shall be open with a posted agenda, time, place and date. The Committee shall establish their rules of procedure.

Should the committee reach a consensus on a different Health Insurance plan/s than the Health Insurance plan currently in effect or alternatives to the sick leave policies; the Committee will request that the City and the Union open the contract/s on either or both issues unrelated. The City and Union agree that Committee consensus shall constitute mutual agreement to open the Contract/s.

A majority vote of both the City Council and Union must be obtained before implementing any Committee consensus changes in health insurance or alternatives to the sick leave policies.

The established Committee will remain in effect and active until such time that it is mutually agreed by the Union and City that said Committee is no longer needed.

As part of the fringe benefit package offered to qualifying employees, the City currently makes available health insurance coverage to all regular full-time employees. The City also makes available the option of dependent coverage to qualifying employees as an additional fringe benefit. The City will pay 80% of the total premium and the employee will pay 20% of the total premium of the plan/s.

The employer shall provide employees with a prescription drug card as long as it is offered under the group insurance plan/s.

The Plan in effect shall remain in effect during the life of this Contract or until such time as the Working Group recommends a change so ratified by an affirmative vote of the Union and the City

Council.

The Plan shall be Maine Municipal Employee Health Trust – 80/20 POS-200 or PPO-500. The City shall offer a Health Reimbursement Account (HRA) in conjunction with both plans to cover qualifying medical expenses.

The City will provide HRA funding in the amount of 50% of the maximum Out-of-Pocket expense for a Single, Single with Children, or Family Coverage per year for the POS-200 Plan.

The City will provide HRA funding in the amount of 60% of the maximum Out-of-Pocket expense for a Single, Single with Children, or Family Coverage per year for the PPO-500 Plan.

Employees may choose, during the open enrollment period, from the above listed plan options.

Any unused HRA Funding amount in a calendar year can be rolled over in the HRA to the following year up to the maximum out of pocket cost for the selected plan. The maximum amount available in the HRA at any time will be the maximum out of pocket cost for the selected plan.

ARTICLE 11 - PENSIONS

The City agrees to continue to participate in the Social Security Retirement system.

The City agrees to participate in the Maine State Retirement and maintain coverage for the duration of this Agreement.

As of January 1, 2019, all employees who are retired but Return To Work (RTW) with the city are eligible for a retirement benefit equal to the city's ICMA retirement program or payment of any applicable MEPERS RTW penalty fees, whichever is greater. Retirees electing to fully participate in the City's ICMA plan will be responsible for any MEPERS RTW fees and will have such deducted from their wages for remittance by the City to MEPERS.

ARTICLE 12 - LEAVES OF ABSENCE

Section 1. Sick Leave

1. Sick leave shall accrue at the rate of eight (8) hours for each full calendar month of service beginning with the first calendar month of employment.

The employer wishes to encourage employees to build up their accrued sick leave to provide security for those instances when the employee is unable to perform duties because of sickness. Upon accruing the maximum number of hours, the employer will permit the employee to bank additional unused hours for additional security, to be used only when a long-term illness of the employee occurs which can be documented by the employee's physician. The employer will also permit the employee to cash in any accrued sick leave beyond nine hundred sixty (960) hours at the rate of \$6.25 per hour. The determination to bank or cash in these sick leave hours will be done during the month of January each year and will be paid out to the employee or credited to the sick leave bank in February of each year, or paid upon separation.

For Employees hired on or after January 1, 2014 there shall be no payout of sick time accumulated beyond the nine hundred sixty (960) hours.

2. Sick leave for members of the Caribou Police Department may only be used in the following cases:

- (a) Personal illness or physical incapacity of such degree as to render the employee unable to perform the duties of his/her position; unless the employee is found capable of other work in the department by the Chief of Police and assigned to such other work. If requested, the employee shall furnish the Chief of Police a certificate from his/her attending Physician. If the said Physician certifies that the employee is unable to perform his/her duties due to illness of physical incapacity, the Physician's bill for such examination shall be paid for by the City. If the Physician does not so certify, his/her bill shall be paid for by the employee. The Chief of Police or City Manager will have the authority to visit an employee to verify illness if necessary.
 - (b) Attendance upon members of the family within the household of the employee when their illness requires care by such employee not to exceed twelve (12) days per year. Employee will be compensated with regularly earned sick time or through their accrued sick bank. A physician's certification of need may be requested by the City, and if it requests certification, the City will pay any additional cost incurred in obtaining the certification.
 - (c) Absences for a fraction or part of a day that are chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount not smaller than one-hour, and will be charged to accrued sick leave in direct proportion to the regular work days absent.
 - (d) Employees shall see that their department head is notified of the reason for their absence not previously arranged for as soon as possible, but not less than thirty (30) minutes from the unexpected absence.
3. Employees hired before December 31, 2013: Upon death of the employee, or upon retirement and discontinuance of employment with the City, the employee or his/her estate shall be paid unused sick leave benefits up to a maximum of the number of hours in their sick bank as of December 31, 2015.

Upon termination of employment in good standing with the City, the employee will be compensated for their accrued, but unused sick leave, not to exceed 960 hours, according to the following schedule:

After 5 years continuous employment – 25%
After 10 years continuous employment – 50%
After 15 years continuous employment – 75%
After 20 years continuous employment – 100%

The payout can be made to the employee or a retirement account offered by the City in accordance with IRS Guidelines, at the employee's option.

For employees hired on or after January 1, 2014: Upon death of the employee, or upon retirement and discontinuance of employment with the City there shall be no payout of unused sick leave benefits.

Section 2. Bereavement Leave

- 1. In the event of the death of the employee's spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, or grandchildren, step-mother, step-father, stepchild, the employee shall be entitled to up to three (3) days leave for the purpose of attendance at the funeral and assisting in the necessary family arrangements, and up to five (5) days leave for out of State funerals. Such leave shall be with pay and without any deduction from sick leave.

2. An amount of time, determined by the Chief, but in no case to exceed one (1) day will be allowed for attendance at funerals of the following relatives of the employee not provided for under "B" (1) above: aunt, uncle, niece, nephew, brother-in-law, sister-in-law, or any other relative, when such relative is living in the same household as the employee. Said time off shall not be chargeable to sick leave.

Section 3. On-the-Job-Injury

Employees covered by this Agreement who are injured on the job shall receive in addition to compensation paid or payable under the Workmen's Compensation Act, an amount sufficient to bring them up to full normal weekly salary while any incapacity exists and until they are either placed on disability retirement or return to active duty. Absence because of such injuries shall not be charged to accumulated sick leave.

Section 4. Vacation

The following vacation schedule is available to regular full-time employees:

- After six months of service the employee will receive 1 workweek.
- After 1 year of service the employee will receive 1 additional workweek.
- After 2 years of service the employee will receive 2 workweeks vacation plus one day.
- After the completion of each additional year, the employee will receive one additional day per year until the completion of 5 years.
- After 5 years of service the employee will receive 3 workweeks.
- After the completion of each additional year, the employee will receive an additional one half of a day (4 hours) per year until the completion of 15 years.
- After 15 year of service the employee will receive 4 workweeks.
- After the completion of each additional year, the employee will receive one additional day per year until the completion of 20 years.
- After 20 years of service the employee will receive 5 workweeks

The above vacation schedule differs from other city departments to recognize the particular schedule of the Police Department whereby 7-day, 24-hour coverage is required.

Entitlement to vacations under this Section shall be determined as of the first day of the year in which the vacation is taken. Vacations shall be granted according to classification and then according to seniority in the Department.

The Chief will be responsible for the final approval of vacation. Once approved, the vacation shall be considered "locked in" and cannot be bumped by a senior or ranking Officer. Officers requesting to be moved to a different shift will not be allowed to bump previously assigned vacation for that shift. If the Chief or his/her designee moves an Officer to a new shift, the Chief will accommodate the previously assigned vacation times.

For the duration of this contract, employees may take vacations in any increments of their choosing, with the approval of the Police Chief or appropriate supervisor, provided the request does not conflict with previously assigned vacation times. For requests of two (2) or more vacation days the employee must make the request with at least 48-hour notice.

In the event of dismissal of an employee, for cause, or if an employee voluntarily leaves his/her employment, said employee shall be entitled to vacation pay for all unused vacation.

The employer encourages employees to use all of their annual accrued vacation; however, under some circumstances an employee may not be able to use their full allotted vacation. Vacation banks shall be capped at the levels currently in them as of December 31, 2015. Starting January 1, 2016 vacation shall be used in the year it was accrued or by the last day of February of the following year.

In the event that an employee covered hereby dies during the term of this Agreement, his/her accrued vacation credits, if any, shall be paid in the wage equivalent, to the beneficiary on file, or to the estate of the employee if there is no beneficiary on file.

ARTICLE 13 - CLOTHING

The City agrees that all employees covered by this Agreement shall be provided at no cost to the employees, all uniforms, shoes and other equipment, which it deems necessary for the regular performance of the employee's duties. The City shall provide and pay for the cleaning of uniforms and jackets requiring dry cleaning and shall provide and maintain equipment as needed. The City shall also provide all members of the Department with proper identification cards and badges, which may be carried by the employee while off duty.

Each employee covered by this Agreement shall be reimbursed for the replacement cost of personal effects that shall be damaged or destroyed in the performance of his/her duties, up to a maximum of \$300.00, (except prescription eye glasses, dentures, hearing aids and personal weapon if Chief has permitted to carry.) provided that such loss is reported to the Chief or to the supervisor during or at the end of the employee's tour of duty.

ARTICLE 14 - INDEMNIFICATION AND LEGAL SERVICES

The City agrees to provide and pay for a policy of insurance indemnifying and saving harmless the police officers from civil liability for accidental injury to third parties or their property while in the performance of police duties and for legal services in defending such claims.

The City agrees to indemnify any police officer for legal fees incurred by him in defense of a criminal prosecution arising from conduct of the officer while in the performance of his/her official duties.

ARTICLE 15 - PROBATION PERIOD - RESIDENCE REQUIREMENT

All new employees that are not certified or have not received a waiver from the Maine Criminal Justice Academy Board upon hire shall serve a probationary period of twelve (12) months following certification or receipt of waiver as per Title 30A, Section 2701 M.R.S.A.

All new employees who are certified as full-time law enforcement officers by the Maine Criminal Justice Academy or have received a waiver from the Maine Criminal Justice Academy Board shall serve a probationary period of six (6) months provided that the employee has served at least twelve (12) months as a full-time police officer.

Probationary employees shall have no seniority rights during the first six (6) months of the probationary employment period and shall be subject to all other clauses of this Agreement. Such employees who have worked said six (6) months shall be known as regular employees and the total probationary period shall be considered part of the seniority time.

All employees of the Police Department, upon completion of their probationary period, must reside within the municipality of Caribou, or within a driving response time of 40 minutes from the Police Station, whichever distance is greater. Any such employee who has not established a residence as herein above stated shall be subject to dismissal.

It being the intent of the parties hereto, that as to those current members of the Police Department, they shall not be compelled to change their residency as a condition of their continued employment with the Department. Provided, however, that in the event such member(s) desires to change his/her present abode, he must reside in the same municipality as he previously did or move to within the above prescribed distance from the Police Station.

ARTICLE 16 - GRIEVANCE PROCEDURE

Section 1. Grievance Process

A grievance is a dispute concerning the interpretation, application, or alleged violation of the specific terms or provisions of this Agreement. Any grievance arising between the City and the Union or an employee represented by the Union, shall be settled in the following manner:

1. Step One – Police Chief

Within five (5) days of the date the grievance arises; the employee and the steward shall discuss the grievance with the employees Police Chief in an effort to resolve the grievance. If the grievance is not resolved with the employees Police Chief, then the grievance shall proceed to Step Two.

2. Step Two – City Manager

If the matter is not satisfactorily resolved by the Police Chief, the aggrieved and the steward may, within five (5) days after orally discussing same with the Police Chief, submit a written appeal to the City Manager. The City Manager, within five (5) days after receiving the appeal, shall meet with the aggrieved employee in an attempt to adjust the grievance. The City Manager shall give the grievant and the steward a written decision within five (5) workdays following said meeting.

3. Step Three – City Council or its Designee

If the Union is not satisfied with the disposition of the grievance at Step Two, it may submit a written appeal to the City Council or its designee within ten (10) days after receiving a decision at Step Two. The Council or its designee within fifteen (15) days following the hearing, shall give the employee and Union a written decision. If the Union does not proceed with the grievance to the Fourth Step within the time limits prescribed in the following subsection and no extension of time is mutually agreed upon, the grievance shall be considered to be satisfactorily resolved.

4. Step Four – Arbitration

If the grievance is not satisfactorily resolved at Step Three, the Union may appeal to arbitration within ten (10) days after a decision at Step Three is rendered. A request for arbitration may be initiated by the Union serving upon the City Council a notice in writing of an intent to proceed to arbitration. The notice shall identify the Agreement provision in dispute, the issue(s) to be determined, and the employee or employees involved. Upon receipt of a notice requesting arbitration, the parties shall request arbitration of the dispute under the procedures of the Maine Board of Arbitration and Conciliation.

(a) The arbitrator shall have no power or authority to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue(s) presented and shall confine his/her decision solely to the application and interpretation of this Agreement.

(b) The costs of arbitration shall be shared equally by the parties. Each party shall bear the cost of preparing and presenting his/her own case.

Section 2. Grievance Withdrawals

A grievance may be withdrawn by the Union or the aggrieved employee at any time and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as

they relate to that grievance or any future grievances.

Section 3. Time Limits

1. The time limits set forth in the grievance procedure shall, unless extended by mutual written agreement of the City and the Union, be binding and any grievance not timely presented or timely processed thereafter, shall not be arbitral.
2. Saturdays, Sundays and Holidays shall not be included in the time limits set forth in this grievance procedure.

ARTICLE 17 - SAVING CLAUSE

If any provision of this Agreement shall be contrary to any laws or a City Ordinance, such invalidity shall not affect the validity of the remaining provisions. The Local Union shall have the right to negotiate suitable replacement on any provision found to be invalid.

ARTICLE 18 - DISCIPLINARY PROCEDURES

Section 1. Discharge or Suspension of an Employee

The Employer shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of an employee, the Employer must immediately notify the employee in writing of his/her discharge or suspension and the reason therefor. Such written notice shall also be given to the Steward, and a copy mailed to the Local Union Office, within one (1) working day from the time of the discharge or suspension, unless requested otherwise by the employee.

It is agreed that any Police Officer may be suspended without pay if said employee's right to operate a motor vehicle in the State of Maine is suspended or revoked. Employee shall receive no seniority time during such suspension. Restoration to service shall depend upon obtaining the right to operate a motor vehicle in the State of Maine.

In the event of a crime or Grand Jury Indictment, the employee may be suspended without pay pending final adjudication of that pending court case. Conviction of a misdemeanor may result in a dismissal depending upon conditions and circumstances.

Section 2. Warning Notices

Warning notices of the specific complaints against any employee must be in writing and a copy of the same to the Steward if the employee so chooses.

The discipline notices herein provided shall remain in effect for 12 months for a minor infraction and 18 months for a major infraction, as determined by the Chief, from the date upon which the complaint and discipline notice are based.

Section 3. Wages Upon Separation

Any employee discharged must be paid in full for all wages owed him by the Employer, including earned vacation pay, if any, on the next pay period from the date of discharge.

Section 4. Appeal of Discharge or Suspension

A discharged or suspended employee must advise his/her Local Union in writing, within five (5) working days after receiving notification of such action against him, of his/her desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Employer in writing within ten (10) days from the date of discharge or suspension.

Section 5. Reinstatement

Should it be proven through arbitration or court action that an injustice has been done in the disciplining or suspending of an employee, the discharged or suspended employee shall be fully reinstated in his/her position and compensated at his/her usual rate of pay for lost work opportunity. If the Union and the Employer are unable to agree as to the settlement of the case, then it may be referred to the grievance machinery as set forth in Article 15, within five (5) days after the above notice of appeal is given to the Employer.

ARTICLE 19 - UNION ACTIVITIES

Section 1 - Time off for Union Activities

The Employer agrees to grant the necessary time off, but not in excess of one (1) week without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or to serve in any capacity on other official Union business, provided, prior to posting of the work schedule, written notice is given to the Employer by the Union specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

Section 2 - No Discrimination Because of Union Activities

Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his/her acts as such officer of the Employer's business, nor shall there be any discrimination against any employee because of Union activities or membership.

Section 3 - Time off While Performing Union Duties

All employees covered by this Agreement who are Stewards of the Union, shall be allowed time off with pay for official Union business with representatives of management upon appointment, if there is sufficient manpower available to cause no interference with departmental operations. Representatives of the Union shall be allowed time off with pay during their regular work or shift hours to investigate grievances or to attend grievance hearings, but in no case shall such time exceed a total of two (2) hours per week for not more than the shop steward or alternate.

No time off or leave of absence shall be permitted under this Article, unless the Chief determines there is sufficient manpower available for normal departmental operations.

It is understood and agreed that all employees have productive work to perform and will not leave their jobs during working hours to attend Union matters, except as provided above.

ARTICLE 20 - BULLETIN BOARDS

The City agrees to provide suitable space for and maintain a bulletin board in each work location. The Union shall limit its use of the bulletin board to official Union business, such as meeting notices and Union bulletins.

ARTICLE 21 - TRAINING OPPORTUNITY

The City will post all notices of training opportunities in Aroostook County and at the Maine Criminal Justice Academy. The City shall make available training opportunities within budgetary restraints. Hours spent in authorized training and related travels are considered hours worked. As the training budget and schedules allow; all full-time officers will be able to attend Urban Rifle School and be afforded the opportunity to attend specialty training such as

but not limited to ... Interview and Interrogation, Evidence Collection, Drafting Search Warrants, and any other fundamental hands on training not adequately covered in the on-line training curriculum

ARTICLE 22 - EXAMINATIONS

Physical examinations shall be paid for by the City and shall be taken annually. The City shall contract with physicians for these physical exams. Should an employee choose to go to another doctor, the City shall make payment for that doctor at the contract rate.

The City will pay \$500 once a year to an employee after they satisfactorily complete the 40% BLETP Entrance Standards as established by the Maine Department of Public Safety. The City will offer no more than two (2) testing opportunities annually. The City will post the testing dates at least sixty (60) days in advance of the testing date.

ARTICLE 23- EMPLOYEE / MANAGEMENT CONFERENCES

Conferences between representatives of the City and up to two (2) members of the unit may be arranged by mutual consent of the parties to discuss matters of mutual concern including methods of improving the relationship between the parties. Such meetings shall be planned in advance and shall be held at hours mutually agreed upon by the parties. Employees, acting on behalf of the unit, shall suffer no loss of time or pay should such meetings fall within the regular work hours. Disputes arising under this provision shall not be subject to the grievance procedure contained herein.

ARTICLE 24 – GENDER NEUTRAL LANGUAGE

All references to employees in this Agreement designate both sexes and whenever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 25 - DEFECTIVE EQUIPMENT

The Employer shall not require employees to take out on the streets or highways any vehicle that is not deemed by certified inspectors to be in safe operating condition or equipped with the safety elements prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified. All equipment which is refused because not mechanically sound or properly equipped shall be appropriately tagged so that it cannot be used by other drivers until the equipment passes required safety inspections.

The Employer shall also make sure all City (Police Department) owned along with issued property and equipment is in a working, functioning and satisfactory condition. Improperly functioning equipment shall be brought to the attention of the City and the City shall make all attempts to remedy the issue in a timely manner.

ARTICLE 26 – TERM OF THE AGREEMENT

This Agreement shall govern the rights of the parties from January 1, 2019 until and including December 31, 2019. It shall be automatically renewed for succeeding one (1) year periods unless either party shall notify the other in writing of its intention to renegotiate at least one hundred twenty (120) days from December 31, 2019 or within one hundred twenty (120) days prior to December 31, as aforesaid, if wages, rates of pay or any other matters requiring appropriation of money by the City are to be renegotiated

This Agreement may be amended at any time by mutual agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS ON
THE DAY AND YEAR FIRST ABOVE WRITTEN.

FOR THE UNION:

Sean R. McArdle

Sean R. McArdle, Maine State Director

FOR THE CITY:

Dennis L. Marker, City Manager

NEPBA LOCAL 605:

Kegan McPherson, President

Gerard Lemoine, Vice President

THE CITY COUNCIL:

R. Mark Goughan, Mayor

Jody Smith, Deputy Mayor

Tom Ayers

Nicole Cote

Hugh Kirkpatrick

David Martin

Joan Theriault

Attest:

Jayne Farrin, City Clerk

CARIBOU ADMINISTRATION
25 HIGH STREET
CARIBOU, ME. 04736



MEMO

TO: Caribou City Council Members
FROM: Dennis Marker, City Manager
RE: National Weather Service Lease at Airport
DATE: January 9, 2019

The current lease with the National Weather Service at the Caribou Municipal Airport (CAR) expires in 2021. It has been a 20-year lease (see attached). Christian Townsend, Senior Realty Specialist with the U.S. Department of Commerce, National Oceanic and Atmospheric Administration (NOAA) has requested the city provide general terms for the lease renewal in accordance with the Airport and Airway Improvement Act (AAIA), 49 U.S.C. app. Sec. 2201 et seq (1982). The AAIA provides that airport owners or operators will furnish, **without cost to the Federal Government, lands for use in connection with weather-reporting** and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings necessary or desirable for construction at Federal expense of space or facilities for such purposes.

Based on the AAIA, the only terms which the city really controls are the term of the lease and the area to be occupied.

Staff Recommendation

It is recommended that the city request a new lease agreement be drafted for **another 20-year** period with the same terms and properties that are currently established.

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

July 13, 2000

LEASE NO.

06-0-LNL-E0007

THIS LEASE, made and entered into this date by and between City of Caribou

whose address is Municipal Building
25 High Street
Caribou, Maine

and whose interest in the property hereinafter described is that of Owner

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A parcel of land at the Caribou Municipal Airport, Caribou Maine, more particularly described in Exhibit "A", which exhibit is attached hereto and made a part hereof, together with cable connections, easements and rights-of-ways. Land is a total of 4.01 acres.

to be used for weather forecast and observation activities.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on

July 1, 2000

June 30, 2001

through subject to termination
and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$1.00

at the rate of \$1.00 per year in arrears.
Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

The City of Caribou

4. The Government may terminate this lease at any time by giving at least 30 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

Annual rent of \$1.00 automatically renewed for twenty (20) one year terms.

provided notice be given in writing to the Lessor at least 30 days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

7. The following are attached and made a part hereof:

The General Provisions and Instructions (Standard Form 2-A, edition):

AAIA General Clauses
Exhibit "A"

8. The following changes were made in this lease prior to its execution:

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

BY *Thomas R. Boudreau, City Manager*
(Signature)

IN PRESENCE OF

Mary Ann Raymond
(Signature)

Mary Ann Raymond, Notary Public
State of Maine
My Commission Expires 8/2/2003
(Address)

UNITED STATES OF AMERICA

BY

Rick A. Pyramuski
(Signature)

REAL PROPERTY CONTRACTING OFFICER

(Official title)

GENERAL CLAUSES
(AAIA Lease Agreements)

Lease Number 06-0-LNL-EO607

1. 552.270-10 - DEFINITIONS (JUNE 1985)

(a) The terms "contract" and "Contractor" shall mean "lease" and "Lessor," respectively.

(b) If the lease is a sub-lease, the term "Lessor" means the sub-lessor.

(c) The term "Lessor shall provide" means the Lessor shall furnish and install.

2. RENEWAL OPTIONS (FEB 1989)

This lease may be renewed at the option of the Government from year to year upon the terms and conditions herein specified. The Government's option shall be deemed exercised and the lease renewed each year for one (1) year, unless the Government gives the Lessor written notice thirty (30) days prior to the expiration of this lease or any renewal thereof, that it will not exercise its option. Provided, however, that no renewal shall extend this lease for a period more than twenty (20) years from the effective date of this lease. All other terms and conditions of this lease shall remain the same during any renewal term.

3. AIRPORT AND AIRWAY IMPROVEMENT ACT (OCT 1988)

This land is being furnished pursuant to the Airport and Airway Improvement Act (AAIA), 49 U.S.C. app. Sec. 2201 et seq. (1982), which provides that airport owners or operators will furnish without cost to the Federal Government for use in connection with weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings necessary or desirable for construction at Federal expense of space or facilities for such purposes.

4. LEASEHOLD IMPROVEMENTS (NOV 1988)

The Government is acquiring the leased premises for the purpose of constructing and operating a facility for use in connection with weather-reporting activities. The Government

Initials DB & AK
Lessor Government

shall have the right during the existence of this lease or any renewals thereof to construct, maintain, alter, and replace any structures, fixtures, additions, improvements, and signs in, on, upon, or attached to the leased premises which are necessary for the full benefit thereof, and all such structures, fixtures, additions, improvements, and signs shall be and remain the property of the Government, and may be removed upon the date of expiration or termination of this lease, or within nine (9) months thereafter, by or on behalf of the Government, or by purchasers of such structures, fixtures, additions, improvements, and signs. Alternatively, the Government shall have the option of disposing of any structures it has erected on the property as provided herein, or any additions thereto, in the manner described at paragraph 8 of these General Clauses.

5. RIGHTS-OF-WAY (OCT 1988)

The Government shall have rights-of-way for ingress to and egress from the premises; rights-of-way, including the right to connect to existing utilities for establishing and maintaining power and telecommunications to the premises; and rights-of-way for subsurface power, sewer, water and fuel lines, and access roads to the premises; all rights-of-way to be over the said lands and adjoining lands of the Lessor, and unless herein described by metes and bounds, to be by routes reasonably determined to be the most convenient to the Government.

6. SITE PREPARATION (OCT 1988)

In preparation for construction of facilities, the Government shall have the right of grading, conditioning and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the construction.

7. RELOCATION OF GOVERNMENT'S FACILITIES BY LESSOR (FEB 1989)

If at any time during the period of this lease or any renewal thereof, the Lessor desires to change the location of sites furnished the Government pursuant to this agreement, or the Lessor changes or modifies its facilities (runways or other areas), or permits others to change or modify such facilities in such a manner so as to adversely affect or render useless the Government's equipment, facilities and/or their related power, control or signal lines, any expenses for repair, or for removal of facilities and installation of equivalent facilities at any

Initials SRB & MC
Lessor Government

other site agreeable to the Government, shall be at the expense of the Lessor.

8. RESTORATION (FEB 1989)

At the expiration of this lease, or any extended term thereof, or upon termination thereof by the Government at any time prior thereto, or within nine (9) months after such expiration or termination, the Government shall have the right to remove all structures erected on the property in accordance with paragraph 4 above; provided, however, that the Government and the Lessor may mutually agree upon additional time for such removal. Within ninety (90) days after removing permanent improvements, or within such additional time as may be mutually agreed upon, the Government shall restore the premises to as good condition as that existing at the time of the Government's initial entry upon the premises under this lease or any preceding lease by grading, conditioning and seeding the soil in order to prevent deterioration of the land. Changes to the premises in accordance with paragraphs 5 and 6 above, and damage by natural elements and by circumstances over which the Government has no control are excepted.

Alternatively, the Government and the lessor may agree that title to all the improvements on said premises shall become the property of the lessor, in full satisfaction of any obligation to restore the property recited elsewhere in this lease.

9. FEDERAL TORT CLAIMS ACT (OCT 1988)

To the extent authorized by the Federal Tort Claims Act, 28 U.S.C. Section 2671 et seq., the Government assumes full control and sole responsibility for its equipment, personnel and activities incident to this lease.

10. 552.270-18 - LESSOR'S SUCCESSORS (JUNE 1985)

The terms and provisions of this lease and the conditions herein shall bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

11. 52.203-1 - OFFICIALS NOT TO BENEFIT (APR 1984)

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this

Initials SRB & [Signature]
Lessor Government

contract is made with a corporation for the corporation's general benefit.

12. 52.203-3 - GRATUITIES-DEVIATION (NOV 1988)

(a) This lease may be terminated by written notice if; after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift)

to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

13. 52.203-5 - COVENANT AGAINST CONTINGENT FEES-DEVIATION (APR 1984)

The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to deduct from the rental price or consideration, or otherwise

Initials SRB & AK
Lessor Government

recover, the full amount of such commission, percentage, brokerage, or contingent fee. (Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this lease, may be considered as bona fide employees or agencies within the exception contained in this clause.)

14. LESSOR CERTIFICATION REGARDING HAZARDOUS SUBSTANCES AND/OR WASTE (FEB 1989)

The Lessor represents and certifies that to the best of his or her knowledge--

(a) That the leased property is not and was not a site used for any of the following operations:

- (1) generation of hazardous substances and/or waste,
- (2) treatment, or temporary or permanent storage, or disposal of solid or hazardous substances and/or waste,
- (3) storage of hazardous substances and/or waste, or petroleum products,
- (4) used/waste oil storage or reclamation units,
- (5) laboratory or rifle range,
- (6) chemical manufacturing or storage,
- (7) military or intelligence weapons or ammunition training or testing,
- (8) ordnance and/or weapons production, storage, or handling, or

(b) That if any of the above operations ever occurred at the site, that appropriate cleanup or other action was performed in accordance with the local, state and Federal laws and that documentation of such cleanup will be provided.

The Lessor acknowledges that this certification regarding hazardous substances and/or waste is a material representation of fact upon which the Government relies when executing this lease. If it is later determined that the presence of hazardous substances and/or waste, or inappropriate handling thereof, has been misrepresented, the Government reserves the right to require the Lessor, at no cost to the Government, to take the necessary action to mitigate the hazardous waste condition, in accordance with local, state and Federal laws, or alternatively the Government may terminate the lease. This is in addition to other remedies available to the Government.

Initials SRB & ME
Lessor Government

(C) NOAA (lessee) agrees to remediate, at its sole cost, all hazardous/toxic substance contamination on the leased premises that is found to have occurred as a direct result of the installation, operation, and/or maintenance of NOAA's equipment and/or facilities. The Lessor agrees to remediate or have remediated, at its sole cost, any and all other hazardous/toxic substance contamination found or related to the leased premises. The Lessor also agrees to save and hold NOAA harmless for any and all costs liabilities and/or claims by third parties that arise out of hazardous/toxic substance contamination found on or related to the leased premises which are not directly attributable to the installation, operation and/or maintenance of NOAA's equipment and/or facilities.

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Lessor Government

Exhibit "A"

Exhibit "A" will consist of the Legal Description as provided by the survey.

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



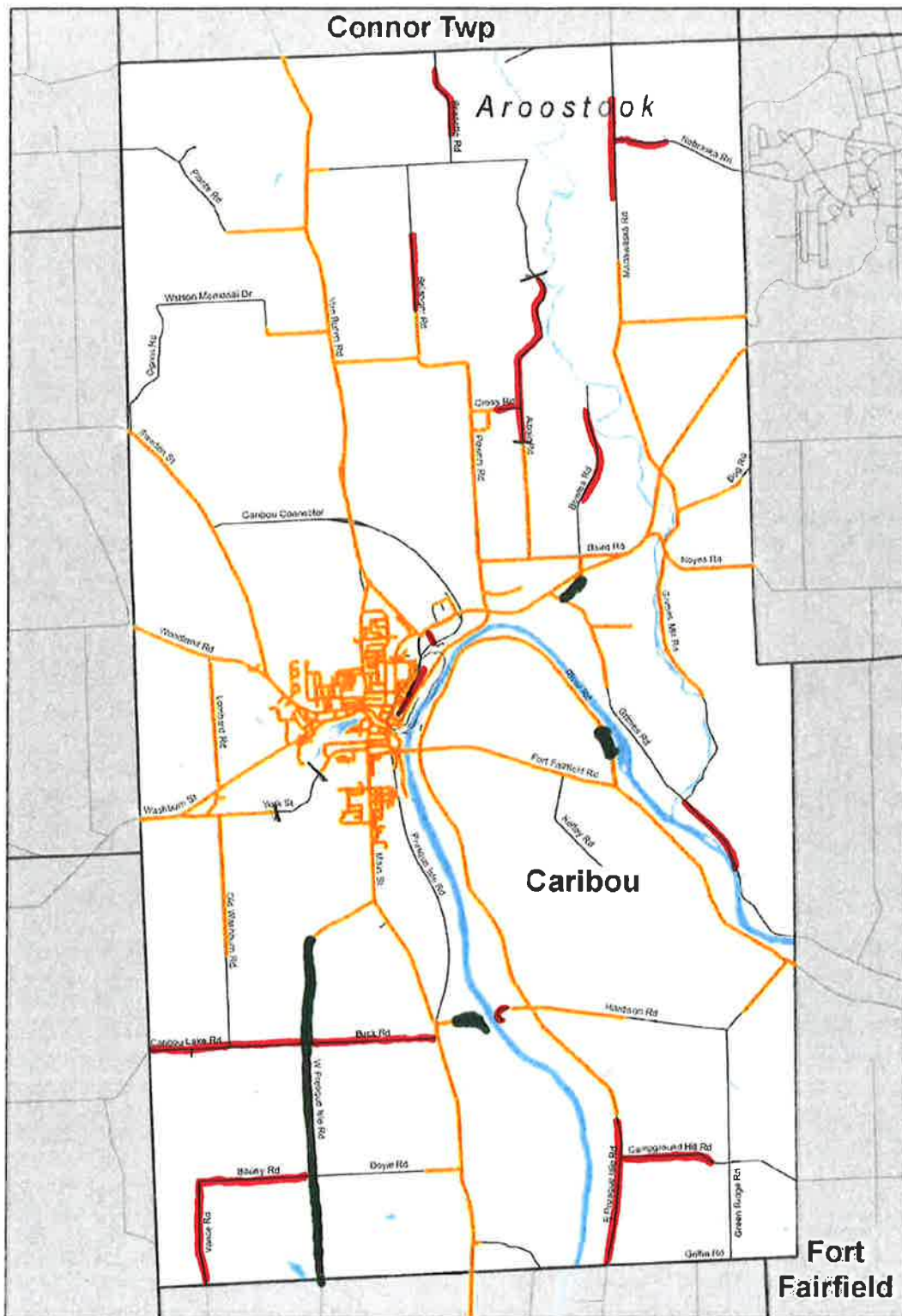
MEMO

TO: Caribou City Council Members
FROM: Dennis Marker, City Manager
RE: Charter Communications Franchise Renewal
DATE: January 9, 2019

During the November 13, 2018 Council meeting, the Council discussed general terms it would like included in negotiating a new cable franchise agreement with Charter Communications. Based on those general terms, the following agreement has been drafted for submittal to Charter Communications for consideration. Because of the new sitting Council, we want to make sure this adequately addresses the Council's concerns before engaging with Charter.

Note: The Council asked that cable service be delivered to all homes where a potential customer density of 10 units per mile was found. The drafted agreement states that all homes in a density of 5 units per mile must be served with overhead cable service but underground cable service would be required where the density is 15 units per mile or greater. If Charter agrees to this overhead standard, then the following roads would have expanded cable: Albair, Belanger, Brissette, Cross, Caribou Lake Rd, Buck Rd, W Presque Isle Rd, Bailey, Vance, Madawaska, Grimes, Grimes Mill, Richards, Bowles, Campground Hill, Carroll, E Presque Isle Rd, Larry Dr, McGraw Siding, Railroad St, River Rd, and Strawberry Rd.

Caribou AROOSTOOK COUNTY



- Town
- County
- Road
- Water
- Cable
- 15 u/mile
- 5 u/mile



0 1 2 Miles

Caribou Maine ROAD	Uncabled Mileage	House Count per	
		Uncabled Road	Houses per Mile
Plante Rd	1.5	4	3
Cedar Hill Ln	0.3	1	4
Albair Rd	5.2	44	8
Belanger Rd	1.5	16	11
Brisette Rd	1.2	14	12
Cross Rd	0.3	3	12
York St	0.7	0	0
Old Washburn Rd	0.9	4	4
Caribou Lake Rd	1.6	16	10
Buck Rd	1.3	10	7
W Presque Isle Rd	3.5	51	15
Bailey Rd	1.1	8	7
Doyle Rd	1.1	4	4
Vance Rd	1.1	9	8
Madawaska Rd	2.2	26	12
Nebraska Rd	1.4	3	2
Grimes Rd	3.4	23	7
Grimes Mill Rd	1.2	15	12
Richards Rd	0.3	6	19
Bowles Rd	1.8	10	6
Kelley Rd	1.1	1	1
Campground Hill Rd	1.2	16	14
Caribou Connector	3.6	2	1
Carroll St	0.4	4	11
Dow Siding Rd	0.44	8 7	16 15
E Green Ridge Rd	0.7	2	3
E Presque Isle Rd	1.6	13	8
Green Ridge Rd	2.3	7	3
Griffin Rd	0.5	1	2
Hardison Rd	1.1	4	4
Larry Dr	0.1	1	11
McGraw Siding Rd	0.3	3	11
Presque Isle Rd	4.8	5	1
Railroad St	0.4	5	14
River Rd	0.2	4	16
Strawberry Rd	0.1	1	12
Aldrich Dr	0.2	0	0

Bog Rd	0.4	0	0
Caribou Connector Ramp	0.9	0	0
Clover St	0.0	0	0
Emond Rd	1.6	0	0
Kittinger Dr	0.1	0	0
Laurette St	0.1	0	0
Limestone St	0.1	0	0
Lombard Rd	0.1	0	0
Mad Dam Rd	1.1	0	0
Main Siding Rd	0.3	0	0
Maysville Siding Rd	0.7	0	0
Mecon St	0.1	0	0
North St	0.0	0	0
Ogren Rd	1.4	0	0
Old Van Buren Rd	0.3	0	0
Otter St	0.1	0	0
Riverfront St	0.3	0	0
Thompson Rd	0.0	0	0
Townline Rd	0.3	0	0
Tracy Ln	0.1	0	0
W Gate Rd	1.3	0	0
Water St	0.1	0	0
Watson Memorial Dr	1.4	0	0

FRANCHISE AGREEMENT

This Franchise Agreement ("Franchise") is between the City of Caribou, Maine, hereinafter referred to as the "Grantor" or "City" and Time Warner Cable Northeast LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the "Grantee."

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal;

***NOW, THEREFORE**, the Grantor and Grantee agree as follows:*

Definition of Terms

For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the "Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

1. **Affiliate or Affiliated Person:** An entity which owns or controls is owned or controlled by, or is under common ownership with a Cable Operator.
2. **Area Outage:** An area outage occurs when cable or equipment is damaged, fails or otherwise malfunctions (collectively called "malfunctions"), and ten or more Subscribers receiving services from that section of cable or that equipment receive unusable or no service as a result of that malfunction.
3. **Basic Cable Service:** The lowest service tier transmitted to all Subscribers, which includes, at a minimum, (a) all signals of domestic television broadcast stations entitled to "must carry" status under FCC rules, and (b) any public educational and governmental programming required by this Franchise Agreement to be carried on the basic tier. All such channels shall be such channels shall be carried in the same manner and numerical location sequence as the local broadcast channels originating from the State of Maine, and carried on the cable system.

4. **Broadcast:** Over-the-air transmission by a radio or television station.
5. **Cable Act:** Cable Communications Policy Act of 1984 (the "1984 Cable Act"), Public Law No. 98-549, 98 Stat. 2779 (1984), as amended by the Cable Television Consumer Protection and Competition Act of 1992 (the "1992 Cable Act"), Public Law No. 102-385, 106 Stat. 1460 (1992) and the Telecommunications Act of 1996, Public Law No. 104-104, 110 Stat. 56 (1996), as the same may be amended from time to time .
6. **Cablecast:** Programming (exclusive of Broadcast signals) carried on the Cable System.
7. **Cable Service or Service:** The one-way transmission to Subscribers of video programming or other programming service, together with Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
8. **Cable System:** Shall be defined in accordance with Section 602 of the Cable Act. A facility consisting of a set of closed transmission paths and associated signal generation, reception and control equipment designed to provide Cable Service (including video programming) to multiple Subscribers within a head-end service area. This shall mean the facility serving the Grantor owned, constructed, installed, operated and maintained by Grantee, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designated to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; or (d) an open video system that complies with section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.
9. **Channel or Video Channel:** A portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel.
10. **Completion of Construction:** That point in time when the Grantee notifies the Grantor in writing that the Cable System has been upgraded and activated to a minimum capacity of 850 MHz throughout its service area.
11. **Contractor or Subcontractor or Agent:** Any person or entity who or which directly or indirectly works for or is under the direction of "The Grantee" for the purpose of installation or repair of any portion of the Grantee's Cable system in the Grantor.
12. **Conveniently Located:** A Grantee office that is located as agreed by both parties.

13. **Converter:** A special tuner or device attached to the Subscriber's television set that expands reception capacity and/or unscrambles coded signals distributed over the Cable System.
14. **Designated Access Provider:** The entity or entities which may be designated from time to time by the Issuing Authority to provide PEG access to the residents of the Grantor of Caribou.
15. **Downstream Channel:** A channel over which Signals travel from the Cable System Head end to an authorized recipient of programming.
16. **Downstream Transmission:** Signals traveling from the head-end to the Subscriber's location.
17. **Drop or Cable Drop:** The interconnection between each home or building and the feeder cable of the Cable System.
18. **FCC:** The Federal Communications Commission or any successor agency.
19. **Feeder Cable:** The cable, connected to trunk cable, from which cable television signal service is distributed to multiple Subscribers, as distinguished from trunk cable (which distributes cable television service throughout the Franchise area) and drop cable.
20. **Franchise Agreement:** The non-exclusive Cable Television License to be granted to Grantee by this instrument to include the right, privilege and franchise to construct, operate and maintain a Cable System, and appurtenances or parts thereof, in the Streets, roads, alleys, and other Public Ways of the Grantor.
21. **Grantee:** Any Person or Persons owning, controlling, operating, managing or leasing a Cable System within the Grantor, pursuant to any Franchise granted to it by the City. This term shall include any lawful successor(s) to the interest of such Person or Persons where consent to such successor(s) is approved under any applicable terms of the Franchise Agreement
22. **Grantor:** The City of Caribou Maine, or its successor.
23. **Gross Annual Revenue:** Revenue of any form or kind received by the Grantee from the carriage of Cable Service over the Cable System including, without limitation: the distribution of any Cable Service over the System; Basic Service monthly fees; all other Cable Service fees; fees paid for pay and/or pay-per-view services, installation, reconnection, downgrade, upgrade and any other similar fees; fees paid for channels designated for commercial use; converter, remote control and other equipment rentals, and/or leases and/or sales; all home shopping service(s) revenues; and advertising revenues. Gross Annual Revenue shall not include any taxes or fees other than franchise fees on services furnished by Grantee imposed directly on any Subscriber or user by any governmental unit and collected by Grantee for such governmental unit. In the event that an Affiliate is responsible for advertising on the Cable System in the Grantor, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues excluding commissions and/or applicable agency fees, paid to the Grantee by an Affiliate for

said Affiliate's use of the Cable System for the carriage of advertising. It is the intention of the parties here to that Gross Annual Revenues shall only include such revenue of Affiliates and/or Persons relating to the provision of Cable Service over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to Cable services. Gross Annual Revenue shall be computed in accordance with Generally Accepted Accounting Principles.

24. Head-end: A Grantee owned or leased facility through which Broadcast and cablecast signals are electronically acquired, translated, or modified for distribution over the Cable System.

25. Interactive Service: Any service that offers to Subscribers the capability of both transmitting and receiving Signals of any kind.

26. Institutional Network or I-Net: A communication network which is generally available only to municipal and educational institutions or their designee's.

27. Leased Channel or Leased Access: A video channel which the Licensee shall make available pursuant to Section 612 of the Cable Act.

28. Origination Point: A connection to the cable system which is provided to allow for live or recorded programming to be transmitted from that location Upstream to the Head-end and from there Downstream to the Subscribers over one or more access channels.

29. Other Programming Service: Information that Grantee may make available to all Subscribers generally.

30. Outlet: An interior receptacle, generally mounted in a wall, that connects a subscriber's or user's television set to the Cable System.

31. Parent: When used in reference to Grantee, any Person holding direct or indirect ownership or control of thirty percent (30%) or more of the rights of control of Grantee; and any Person holding such ownership or control of a Parent to Grantee.

32. Pay Cable or Premium Service: Optional programming delivered for a fee or charge to Subscribers on a per-channel basis, or as a package of services.

33. Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or time basis.

34. PEG: Public, Educational, and Governmental; used in conjunction with Access Channels, support and facilities.

35. Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual, or group of individuals acting in concert.

36. Programming or Video Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

37. Public Building: All state accredited public schools, police and fire stations, public libraries, City Hall, and other public buildings owned or leased by the Grantor, but shall not include buildings owned by the Grantor but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

38. Public Way, Streets or Rights-of-Way: The surface of, and the space above and below, any public Street, highway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, Public Way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Grantor, in the Grantor which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. "Street" or "Public Way" shall also mean any easement now or hereafter held by the Grantor within the City for the purpose of public travel, or for utility or public service use dedicated for public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Grantee to the use thereof for the purposes of installing or transmitting the Grantee's Cable Service or other service over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Grantor that its property rights are sufficient to permit its use for any purpose, or that the Grantor shall gain or be permitted to exercise any rights to use property in the Grantor greater than those already possessed by the Grantor.

39. Signal: Any transmission of electromagnetic or optical energy which carries Video Programming from one location to another.

40. State: The State of Maine.

41. Subscriber: Any person, firm, corporation, or other entity who or which elects to subscribe to for any purpose, a Cable Service provided by the Grantee by means of, or in connection with, the Cable Television System.

42. Subscriber Network: The (850 MHz) bi-directional-capable network to be owned and operated by the Grantee, over which Cable Service(s) can be transmitted to Subscribers.

43. Transfer: The disposal by the Grantee directly or indirectly, by gift, assignment, sale, merger, consolidation or otherwise, of the ownership or control of the System or of the Franchise Agreement to a Person, or a group of Persons acting in concert.

44. Two-way Capability: The ability to transmit Signals upstream and downstream on the Cable System.

45. Upstream Channel: A channel over which Signals travel from an origination point to a system distribution point.

46. Upstream Transmission: Signals traveling from origination points on the Cable System to a cable distribution point.

Administrative Issues

1. Statement of Agreement

This Franchise Agreement (the "Agreement") is made and entered as of ____ ____, 2018, between the City of CARIBOU, Maine (the "Grantor") and Time Warner Cable Northeast LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the "Grantee."

2. Title

This Franchise Agreement shall be known and cited as the "CARIBOU Cable Television Franchise". Within this document it shall also be referred to as "this Franchise" or "the Franchise".

3. Parties

A. Grantor

- | | | |
|----|---------------------|--|
| 1. | Name | City of Caribou |
| 2. | Contact: | City Manager |
| 3. | | |
| | 1. Mailing Address: | 25 High Street
Caribou, Maine 04742 |
| 4. | Telephone: | 207 493 3324 |

B. Grantee

- | | | |
|----|------------------|----------------|
| 1. | Name: | _____ |
| 2. | D/B/A: | _____ |
| 3. | Contact: | _____ |
| 4. | Mailing Address: | _____
_____ |
| 5. | Telephone: | _____ |

C. Grantee Local Business Office

As required by 30-A MRSA §3010 (1)(B), and 47 CFR §76.309(c)(1)(v) Grantee shall maintain a Conveniently Located business office that must be open during usual business hours and have a listed toll-free telephone number capable of receiving complaints, requests for adjustments and service calls.

1. Business Office Address: _____
2. Toll-free Customer Service Number: _____

D. Addresses

Such addresses may be changed by either party upon 30-days prior written notice to the other party.

4. Notices (Communications)

All notices required to be provided in this Agreement shall be provided in writing via e-mail, overnight or certified mail to:

1. Grantee: to the Grantee contact at the mailing address in Section 3;
2. Grantor: to the Municipal Contact at mailing address in Section 3.

5. Grant of Authority

Pursuant to the authority in 30-A M.R.S.A. §3008 and 3010, and subject to the terms and conditions set forth herein, the City of Caribou as the Local Franchise Authority, hereby grants a non-exclusive, revocable cable television franchise to Time Warner Cable Northeast LLC, locally known as CHARTER COMMUNICATIONS authorizing and permitting the Grantee to own, construct, upgrade, install, operate and maintain a Cable Television System within the Grantor of CARIBOU.

A. Franchise Area

Grantee is hereby granted by Grantor, where it has the right to do so, the right and privilege to own, construct, reconstruct, erect, operate and maintain, in the City of CARIBOU (herein called the "Franchise area" or the "CITY OF CARIBOU"), in, upon, along, across, above, over and under the Rights of Way now laid out or dedicated, and all extensions thereof and additions thereto, poles, wires, cables, optical fibers, underground conduits, manholes and other television and radio conductors and fixtures necessary for the installation, maintenance and operation of a Cable System. In the event of annexation by the City, any new territory shall become part of the area covered upon sixty (60) days advance written notice by the Grantor to the Grantee.

B. Limited Grant

The license is intended to convey limited rights and interests only as to those Rights-of-Way in which Grantor has an actual interest. It is not a warranty of title or interest in any Right-of-Way; it does not provide Grantee any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant. The license does not deprive Grantor of any powers, rights, or privileges it now has or may later acquire in the future to use, perform work on, or to regulate the use of, and to control the Right-of-Way in a non-discriminatory manner as to all users of the rights of way, including without limitation the right to perform work on its roadways, Right-of-Way or appurtenant drainage facilities, including but not limited to, constructing, altering, removing, paving, widening, grading, or excavating.

C. Non-Exclusivity

Grantee's rights and privileges are non-exclusive and Grantor expressly reserves the right to grant other such franchise agreements in the Grantor.

D. Eminent Domain not Conferred

No privilege or power of eminent domain is bestowed to Grantee by Grantor by this grant of this Franchise.

6. Term

This Franchise shall commence upon the effective date of this Agreement, _____ and shall expire TEN (10) years thereafter on ____ ____, 2028 unless renewed, revoked or terminated sooner as herein provided.

7. Governing Law

This Franchise Agreement shall be governed by and be subject to federal law, all applicable FCC rules and regulations and the laws and rules of the State of Maine. Grantee shall be subject to the jurisdiction of the courts of the State of Maine in any suit arising out of this Franchise Agreement except that this provision shall not limit Grantee's right to initiate a proceeding or to remove a proceeding to the United States District Court for the District of Maine.

8. Effect of Acceptance

By accepting the Franchise, Grantee and Grantor: (1) acknowledge and accepts each party's legal right to execute and enforce the Franchise; and (2) accept and agree to comply with the provisions of this Agreement and generally-applicable, non-discriminatory municipal ordinances; and (3) neither party will raise any procedural claims attempting to invalidate the agreement.

9. Construction and Maintenance

A. General Provisions

1. Quality

In the construction, reconstruction, maintenance and repair of the Cable System, Grantee shall ensure the Cable System meets the rules and regulations of the Federal Communications Commission.

2. Compliance with Laws and Regulations

All work, including all working conditions and facilities, associated with the construction, operation, maintenance, repair and removal of the Cable System shall comply with:

- a. All applicable Federal Laws, Rules and Regulations;
- b. All applicable State Laws, Rules, Regulations and Codes, including building and electrical codes; and,
- c. All generally applicable ordinances, including zoning ordinances, of Grantor.

Grantee shall obtain all generally applicable permits before commencing any construction, reconstruction, repair, maintenance, or other work or property use in the public rights of way. Permits for emergency work shall be obtained as soon as possible, but in no event later than one business day after the work is begun. The grant of permits by Grantor shall be timely and shall not be unreasonably withheld.

3. Public Ways Hazards

Any openings or obstructions in Streets or other municipal or public property made by Grantee shall be guarded and protected at all times by the placement of adequate barriers, fences, boardings or other protective devices at the sole expense of Grantee. During the periods of dusk and darkness, the protective devices shall be clearly designated by warning lights.

4. Tree Trimming

Grantee shall have the authority to trim any trees upon and overhanging Grantor's Streets or Public Ways to the minimum extent necessary to prevent the branches of such trees from coming in contact with the wires and cables of Grantee; provided that, except for incidental trimming done by Grantee employees in the course of performing their other duties, any tree trimming within the rights of way of Grantor's Streets and Public Ways done by Grantee shall take place only after providing 48-hour notice to the Public Works Director of the Grantor. In

performing tree trimming, Grantee shall use its best efforts to avoid any unnecessary damage or injury to trees, and shall comply in all respects with any City ordinances governing tree trimming.

5. Restoration of Damage

Grantee, at its sole expense, shall restore all damage to property, both public and private, caused by the construction, operation, maintenance or repair of the Cable System, so as to return the damaged property to a condition as good as reasonably possible before the damage was done. Such restoration shall be made as soon as practicable after completion of work necessitating the restoration. Absent force majeure, such restoration shall be made insofar as reasonably possible within fifteen business days, weather permitting, after Grantee's receipt of notification from the owner of the property so damaged unless otherwise mutually agreed by Grantee and the property owner; provided, that if any such damage involves curbs, sidewalks or driveways, the damage shall be repaired to the satisfaction of Grantor (curbs and sidewalks) or the owner or tenant in possession of the property (driveways) within ten business days. Grantee shall provide Grantor with immediate notice for any damage Grantee causes to: Streets, water-mains, storm or sanitary sewers, or other public facilities. If Grantee does not make the repairs to such public facilities, Grantee shall be financially liable for the reasonable cost of any repairs. If Grantee fails to make such restoration on a timely basis, Grantor may fix a reasonable time for such restoration and repairs and shall notify Grantee in writing of the restoration and repairs required and time fixed for performance hereof. Upon failure of Grantee to comply within the specified time period, Grantor may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by Grantee upon demand by Grantor.

6. Contractors, Subcontractors and Agents

All contractors, subcontractors and agents of Grantee must be properly licensed under all applicable federal, state and local laws and regulations.

B. Cable System Location

1. Map of Physical Facilities

With reasonable advanced notice to Grantee, the City shall have the right to inspect street maps—which identify the location of all trunk and feeder runs including underground. Said maps will be maintained by Grantee and available upon request. In addition, upon reasonable advance notice, the Grantee shall provide copies of coverage maps to any third-party, non-competitor to the Grantee that is engaged by the City and which executes a mutually agreeable non-disclosure agreement with the Grantee.

2. Location of System

Wherever available to Grantee on reasonable terms and conditions, the distribution system shall use the existing facilities of the public utilities. Poles shall not be installed for the sole purpose of supporting a portion of the distribution system without written justification and approval of Grantor, which approval shall not be unreasonably withheld, pursuant to Grantor's generally applicable law, ordinances, rules and regulations.

- a. Where the cable or wire facilities of the public utilities are installed underground, Grantee shall install its cable distribution system underground. Vaults and pedestals shall be suitably landscaped.
- b. In all areas where public utility lines are aurally placed, if subsequently during the term of this Franchise Agreement such utility lines are relocated underground, Grantee shall similarly relocate its cable distribution system underground at its sole expense. If other owners of utility lines or other users are entitled to reimbursement for such relocation costs and the source of funding for said reimbursement allows it, Grantee shall have its relocation costs reimbursed as well.

3. No Interference with Rights of Way

Except during temporary construction, installation, or maintenance activities, all lines, cables and distribution structure, and equipment, including poles and towers, erected, installed or maintained by Grantee within the Grantor shall be located so as not to obstruct or interfere with the proper use of Streets and Public Ways and to cause minimum interference with the rights of property owners who abut any of the said Streets and Public Ways, and not to interfere with existing public utility installations. Grantee shall not place new poles, towers or other obstructions in Streets or Public Ways, or relocate existing poles, towers or other obstructions, without first obtaining Grantor's approval, which approval shall not be unreasonably withheld. Grantee shall have no vested right in any location, and such construction shall be removed by Grantee at its own cost and expense whenever the same restricts or obstructs or interferes with the operation or location or any future operation or location of said Streets or Public Ways by the Grantor for a municipal purpose.

Grantee shall at all times comply with applicable state laws including but not limited to 35-A MRSA Chapter 25 (e.g., pole location permits) and 23 MRSA §2351(excavation permits).

4. Construction By Grantor

If at any time during the term of this Franchise Agreement Grantor shall elect to alter, or change the grade or location of any Street, or shall engage in any construction, reconstruction, widening, repairs or other public works in, on or under the Streets, Grantee shall, upon reasonable notice by Grantor, remove and relocate its poles, wires, cables, conduits, manholes and other fixtures ("fixtures") at its own expense, and in each instance comply with the Grantor's generally applicable, non-discriminatory standards and specifications. If other owners of utility lines or other users are entitled to reimbursement of costs for relocations required by this section and the source of funding for said reimbursement allows it, Grantee shall have its relocation costs reimbursed as well.

5. No Interference with Other Fixtures

Grantee shall not place fixtures above or below ground where the same will unreasonably interfere with any existing or fully permitted gas, electricity, telephone fixtures, water hydrants, or other utility use, and all such fixtures placed in or upon any Street shall be so placed as to comply with all generally applicable requirements of Grantor or other state authority.

6. Temporary Relocations

Grantee shall, on request of any Person holding a permit issued by Grantor or other appropriate authority, temporarily move its fixtures to permit the moving or erection of buildings or other objects, with the expense of any such temporary removal to be paid in advance by the Person requesting same, and Grantee shall be given reasonable notice to arrange for such temporary relocation. Grantee shall bear any expense to temporarily move its fixtures to permit the moving or erection of publicly owned or constructed buildings or other objects.

C. Communications

1. Grantee Notice

Except in an emergency, and except for interruptions of four hours or less, Grantee shall give Subscribers at least 24 hours' notice, if practical, of any interruption of service for purposes of maintenance or repair. In an emergency, Grantee shall give such notice as is reasonable in the circumstances. Notice given on the alphanumeric channels on Basic Cable Service shall be considered sufficient. During the rebuild of the Cable System, Grantee shall not be required to provide 24 hour notice of any interruption of service if such interruption is the direct result of rebuild work. However, Grantee shall be required to provide written notification to Subscribers and Grantor of planned rebuild work schedules and when Subscribers may experience service interruptions in excess of four

hours. Grantee shall use its best efforts to minimize the length of any service outage due to the rebuild. Grantee shall promptly notify Grantor in writing of any significant interruption in the operation of the Cable System. For this purpose, a "significant interruption" shall mean any interruption of more than four hours to more than ten Subscribers.

2. Subscriber Requesting Maintenance

Subscribers may request maintenance at the Business Office of Grantee or by calling the toll-free telephone number each of which is required by 30-A MRSA §3010(1)(B).

3. Grantee Responses

Grantee responses to such requests shall be governed by the applicable standards of the Federal Communications Commission and state law.

4. Subscriber-Owned Equipment Excluded

The requirements for maintenance and repair shall not apply to Subscriber television or radio receivers or other Subscriber-owned equipment.

10. Operations

A. Performance Standards

1. System Design

- a. Within 30 days of the signing of this Franchise Agreement, Grantee shall provide Grantor with a description of the current system design and operational standards. Such description shall include at a minimum, Cable materials, (i.e. coaxial cable or fiber), the bandwidth capacity of the system in MHz, the channel capacity of the system, bi-directional capability, overall measured system reliability and performance in respect to FCC requirements and any other relevant standards that the Grantee may wish to describe. This requirement does not preclude the Grantee from providing this information to the Grantor in advance of the signing of this Franchise.

- b. Upgrade Technical Standards (if any): If the Grantee elects to upgrade its system in the Franchise Area, the Grantee shall notify the Grantor.

2. Operations

The Cable System shall be constructed, operated and maintained to comply with all applicable standards of the Federal Communications Commission.

B. Performance Testing

Grantor is entitled to review copies of any required FCC Proof of Performance upon request.

C. Emergency Alert System

Grantee shall comply in full with the requirements for an Emergency Alert System (EAS) as provided in FCC regulations, 47 CFR Part 11, and with any applicable State emergency notification requirements not preempted by Federal law.

D. Subscriber Antennae

Notwithstanding a required disconnection of Subscribers' existing antennae and down leads to receivers connected to the Cable System, Grantee shall not remove or suggest to the Subscriber the removal of such antennae and down leads. Grantee shall furnish to each Subscriber so requesting, at the Subscriber's expense, a switch permitting the Subscriber to change from cable reception to home antenna reception, and back, at the option of the Subscriber. Installation of such switches at the time of initial installation of service to a Subscriber shall be without charge other than for such purchase cost.

E. Video Recording Device/Cable Compatibility

Grantee shall comply with applicable Federal Communication Commission standards for compatibility with consumer electronics equipment.

11. Insurance

A. Grantee Insurance

1. Grantee shall maintain insurance throughout the term of this Franchise and any removal period, with an insurance agency authorized to conduct business in the State of Maine, protecting as required in this Franchise, Grantee and listing the Grantor as

an additional insured, against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System.

- a. The amount of such insurance for liability for damage to property shall be no less than One Million Dollars (\$1,000,000.00) as to any one occurrence. The amount of such insurance for liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000.00) as to any one occurrence. The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000.00) in umbrella form. Policy will contain a provision that the Grantor will be provided thirty (30) days written notice prior to any cancellation, material modification or non-renewal.
2. Grantee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000.00). Policy will contain a provision that the Grantor will be provided thirty (30) days written notice prior to any cancellation, material modification or non-renewal.
3. All insurance coverage, including Workers' Compensation shall be maintained throughout the period of this Franchise. All expenses incurred for said insurance shall be at the sole expense of the Grantee. Policy will contain a provision that the Grantor will be provided thirty (30) days written notice prior to any cancellation, material modification or non-renewal.
4. Grantee shall provide Grantor with certificates of insurance upon execution of this Agreement or as otherwise provided by its insurance Grantee.

B. Insurance to be provided by Subcontractors

All contractors and subcontractors shall provide adequate insurance coverage.

C. Indemnification of Grantor

Grantee hereby indemnifies and holds Grantor, its councilors, officers, agents, employees, members of boards and committees, with respect to the construction, installation, operation and maintenance of the Cable System, harmless from and against all expenses, losses and claims, demands, payments, suits, actions, recoveries, and judgments of any nature and description, other than as a result of the negligence of Grantor, including reasonable attorney's fees, resulting from claims, any act or omission of Grantee, its agents or employees, in the construction, operation, maintenance, repair or service of its Cable System, or by reason of any suit or claim for royalties, license fees, or infringement of copyright or patent rights arising from Grantee's performance under this Franchise Agreement. In the event of the commencement of any action against Grantor,

or its councilors, officers, agents, employees, or members of boards and committees which is within the scope of this indemnification, Grantor will give notice thereof to Grantee within fifteen business days after Grantor is formally served in any such action, and, after consultation with Grantor, Grantee will have the right to select and furnish counsel for the defense of any such action, at no cost or expense to Grantor. Grantor's failure to give timely notice to Grantee of the commencement of any such action shall not relieve Grantee of its obligations under this section unless such failure to give timely notice causes actual prejudice to Grantee's ability to defend any such claim.

Except for settlements involving only the payment of money, no settlement which creates an obligation for the Grantor, of any such action, or any claim therein, shall be made by Grantee or by counsel selected by Grantee without the approval of Grantor, which approval shall not be unreasonably withheld.

The extent of the indemnification agreement will not be limited by the requirements for liability insurance in this Agreement.

D. Indemnification of Grantee

Grantor will indemnify Grantee for any and all claims arising out of programming of PEG channels, except where Grantee provided the programming.

E. Municipal Immunities

The provisions of this section, including the indemnity provisions in sub-section C and D and the procurement by Grantee of insurance policies meeting the requirements of this section 12, shall not be interpreted or construed to effect any waiver, suspension, release or alteration of or to any and all immunity or other immunities or damage limits as may be available to the Grantor by law.

12. Performance Bond

A. Performance Bond or Security Fund

Grantee shall obtain and maintain during any construction project in an amount exceeding One Hundred Thousand (\$100,000) dollars during any project for which excavation of a Right-of-Way occurs, or during the rebuild of the Cable System, at its sole cost and expense, and file with Grantor, an irrevocable performance bond, running to the Grantor, with a surety authorized to do business as a surety in the State of Maine, to ~~guarantee the faithful performance by Grantee of all of its construction or rebuild~~ obligations under this Franchise Agreement. Such performance bond shall be in the amount of at least Five Hundred Thousand (\$500,000). Dollars.

B. Conditions

The performance bond shall provide, but not be limited to, the following conditions. There shall be recoverable by Grantor, jointly and severally from the principal and surety, subject to the provisions in Section 23(C) within 30 days after written request by Grantor, any and all penalties due to Grantor's and any and all damages, losses, costs and expenses suffered or incurred by Grantor resulting from the failure of Grantee to comply with the construction or rebuild provisions of this Franchise Agreement. Such losses, costs and expenses shall include, but not be limited to, reasonable attorney's fees and other legal, consulting and auditing expenses. Not less than thirty days' prior notice to Grantor shall be provided of Grantee's or the surety's intention to cancel, materially change, or not to renew the performance bond.

C. Forfeiture

Subject to the provisions in Section 23C, the total amount of the bond or security fund shall be forfeited in favor of the Grantor in the event Grantee fails to complete its construction or rebuild obligations.

D. Replenishment

In the event that any portion of the performance bond or security fund is forfeited or withdrawn for any reason, Grantee shall be required to post an additional bond or replenish the security fund in an amount equal to the forfeiture within 30 days of the date of the forfeiture or withdrawal. Failure to post an additional bond or replenish the security fund on a timely basis shall constitute a violation of a material provision of this Franchise Agreement within the meaning of Section 23 hereof.

E. Grantor Rights

The rights reserved to Grantor with respect to the Performance Bond are in addition to all other rights of Grantor, whether reserved by this Franchise Agreement or authorized by law, and no action, proceeding or exercise of a right with respect to such sections shall affect any other rights Grantor may have.

13. Records and Reports

A. Availability of Records to Grantor

Upon reasonable written notice to the Grantee, the Grantor shall have the right to inspect Grantee's books and records during Normal Business Hours and on a non-disruptive basis, as are reasonably necessary to ensure compliance with the material terms of this

Franchise, including any federal, state, laws or regulations or generally applicable ordinances referenced herein. Records should be produced within 5 business days of receipt of written request, unless for good cause Grantee responds that a longer amount of time will be needed. Such written notice from Grantor shall specifically reference the section or subsection of the Franchise which is under review, so that Grantee may organize the necessary books and records for appropriate access by the Grantor. Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, Grantee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its books and records not relating to the provision of Cable Service in the Franchise Area. The Grantor shall treat any information disclosed by Grantee as confidential and shall only disclose it to employees, or Grantor's agents bound by a confidentiality and non-disclosure agreement reasonably acceptable to Grantee, or as may be necessary to enforce the provisions hereof. Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, and 47 USC §551.

Grantee shall at all times after the effective date maintain:

Records of all written complaints for a period of two (2) years after receipt by Grantee (The term "complaint" as used herein refers to complaints about any aspect of the Grantee's service operations, Complaints recorded will not be limited to complaints requiring an employee service call.);

Records of area outages for a period of two (2) years after occurrence, indicating date, duration, and the number of Subscribers affected, type of area outage, and cause;

Records of service calls for repair and maintenance for a period of two (2) years after resolution by Grantee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

Records of installation/reconnection and requests for service extension for a period of two (2) years after the request was fulfilled by Grantee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

a map showing the area of coverage for the provisioning of Cable Services.

Grantor reserves its right to copy books and records as allowed under FCC regulation.

B. Annual Report

Upon request from Grantor, Grantee shall provide to Grantor a summary of the Grantee's activities in the Grantor for the previous calendar year including a summary of:

1. Total number of cable subscribers;
2. Total miles of new cable plant installed;
3. Total number of service calls indicating number of dispatches and number repaired;
4. Listing of all charges and fees for cable or cable-related services;
5. All area outages, including date and duration;
6. The total revenues upon which a franchise fee (if any) is paid (broken down by major category);
7. The total franchise fee for the year;
8. Equipment or equivalent funding provided to the PEG channels(s) (if any);
9. Other information Grantee chooses to include.

C. Charges for Audits or Tests

If an inspection or audit of Grantee's records shows that Grantee underpaid the franchise fee by four percent or more for any payment period, Grantee shall reimburse Grantor for all reasonable costs including expert fees arising from the inspection or audit, and any additional inspection or audit until it is determined Grantee is in full compliance. In addition, except as federal law prevents the Grantor from enforcing any standards, if it is determined that Grantee has not materially complied with FCC standards, Grantor shall have the right to charge all costs arising from these tests, including expert fees, to Grantee until it is determined that Grantee is in full compliance. Notwithstanding the foregoing, the obligation to pay the Grantor's costs for tests of the performance of the Cable System shall only arise if the Grantor's test is (1) a test of an area where Grantee has represented that it has corrected a problem, and the problem was not in fact corrected; (2) a second test of an area by the Grantor, where Grantee had been notified of the problem and been given an opportunity to cure it; or (3) where Grantee challenged the validity of a Grantor test, and the Grantor agrees to retest, and the re-test confirms the validity of the initial Grantor test. These charges are incidental to the enforcement of the Franchise; they do not limit any right Grantor may have to exercise any other remedy.

Municipal Benefits

14. Franchise Fee

A. Amount

Grantee shall provide a Franchise Fee to the Grantor or its designee, equal to 5 percent (5%) of its Gross Annual Revenues. Said Five percent (5%) Franchise Fee shall be made to the Grantor, on a [quarterly] basis, no later than sixty (60) days after the end of the calendar quarter for which payment is made. The payment for the last quarter of the last year of the term of this Franchise shall be due and payable ninety (90) days after the end of that quarter.

1. Payment

The quarterly payment shall include a statement showing the basis for the payment, including a breakdown by category (e.g., basic service, home shopping channels, advertising) and source of Gross Annual Revenues for the quarter.

2. Late Payments

In the event that the fees herein required are not tendered on or before the dates fixed in Section 15A above, interest due on such fee shall accrue from the date due at three and one-half percent (3.5 %) per month.

3. Acceptance of Payment

Acceptance of payment by Grantor shall not be construed as accord that amount paid is the correct amount. Grantor reserves its rights to inspect relevant books and seek any underpayments due. If Grantor has not begun process to challenge or audit payment of franchise fee within 24 months of receipt of final annual payment, and breakdowns provided pursuant to subsection B are certified, payment is deemed accurate. If the breakdowns provided pursuant to subsection B are not certified, the time frame hereunder is 48 months.

15. Public, Educational and Governmental Access (PEG)

A. Use of PEG Access Channels

Channel capacity for public, educational and governmental ("PEG") access shall be provided in accordance with federal law, 47 USC §531 and §546, and as further set forth below.

B. Channels

Grantee shall designate capacity of up to Three (3) channel(s) for public, educational and governmental access programming.

1. Grantor, or its designee(s), shall have the exclusive use of PEG Access Channels. Use of PEG Access Channels shall be subject to such rules as the Grantor, or its designee(s), may adopt.
2. There shall be no charge by Grantee for the use of the PEG Access Channels, nor will there be a charge against franchise fees for their use during the term of this franchise.
3. Grantee shall not appropriate PEG programming for use by Grantee on any other channel or in any other jurisdiction covered by the Grantee without the consent of the originating PEG producer.
5. Unless otherwise agreed to by the parties, PEG channels shall be carried on the basic tier at no additional cost. The Grantor shall not be charged for the return of the Peg signal from the originating point to the Head-End. Such channels shall be carried in the same manner and numerical location sequence as the local broadcast channels originating from the State of Maine, and carried on the cable system.
6. Grantee shall include appropriate designation of the Grantor's PEG Access Channels on channel cards and channel listings provided to Subscribers in a manner comparable to which it identifies other Channels. This provision does not obligate Grantee to list PEG programming content on said channel cards and channel listings. If Channels are selected by a viewer through a menu system, Grantee shall display the Grantor's PEG Access Channels designation in a similar manner as other channels.
7. With respect to any new or existing PEG channel as defined in this franchise and subject to 30-A MRSA S3008 (7) (C) and (E), the equipment associated with the interconnection of PEG transmission facilities between a PEG facility and the Grantee's head end within the Grantee's cable system as well as the formatting of PEG programming for transmission to the subscriber is considered PEG facility or equipment and the costs thereof shall be borne by the Grantee.

C. PEG Facilities and Equipment Support

Pursuant to State and Federal law and as negotiated, Grantee shall provide to Grantor, adequate Public, Educational or Governmental access facilities and equipment or equivalent financial support to meet the needs of the community and Grantor. Within 90

days of the effective date of this agreement the Grantee shall prove a PEG capital support grant of Twenty Five Thousand (\$25,000) Dollars

Such payment is in addition to and may not be counted as an offset from any Franchise Fee imposed on Grantee, provided however that such payment is used in accordance with the provisions of federal law. Grantor shall determine the use and distribution of these funds for PEG equipment, and all such equipment and facilities shall be the property of the Grantor and shall be maintained and housed in locations specified by the Grantor.

D. Reimbursement for PEG Costs Associated with Relocation of Channel

If a PEG channel is relocated by Grantee, Grantee shall reimburse the PEG provider for costs associated with changing logos, letterhead, business cards etc. to reflect a new channel number not to exceed Five Hundred (\$500) Dollars. Grantor and Grantee may also negotiate the promotion of this change. Grantee will provide Grantor with at least 60 days' notice of any relocation of any PEG channel.

16. Build-out

A. Area To Be Served

1. Grantee shall make Cable Service available to every residential dwelling unit within the City where the minimum density is at least Five (5) dwelling units per aerial mile and Fifteen (15) dwelling units per underground mile providing however, that any plant extension is measured from the existing Trunk and Distribution System and Grantee is able to obtain from property owners any necessary easements and/or permits on terms and conditions acceptable to Grantee. Subject to the density requirement, Grantee shall offer Cable Service at standard installation rates to all new homes or previously unserved homes located within 300 aerial feet of Grantee's Distribution Cable. For non-Standard Installations (those exceeding 300 aerial feet or underground) Grantee shall, upon receipt of payment and pending any identified construction or other issues (e.g., make ready, weather) offer said service within thirty (30) days of a Subscriber requesting such for aerial installations and sixty (60) days of a Subscriber requesting such for underground installations.
2. Regardless of the density requirements outlined above, Grantee shall provide a cost-sharing arrangement as follows. On the request of a resident desiring service, Grantee shall prepare an engineering survey and cost analysis to determine the cost of plant extension required to provide service to the subscriber. If a request for extension of service into a residential area requires the construction of cable plant that does not pass at least Five (5) homes per mile, Grantee and those residents requesting cable services will each bear their proportionate share of construction costs. For example, if there are 3 single family homes per mile who agree to subscribe to cable service, Grantee shall share 3/5 of the construction cost and the remaining cost will be

shared equally among the residents requesting cable services. Grantee may require advance payment of the customer pro-rata cost prior to commencing construction.

3. Installation costs shall conform with the Cable Act. Any dwelling unit within an aerial 300 feet of the Trunk and Distribution Cable shall be entitled to a Standard Installation rate in accordance with applicable federal and state laws. Underground installations are considered non-standard installations. All non-standard installations shall be provided at a rate established by the Grantee in accordance with applicable federal and state laws.
4. Provided Grantee has at least ninety (90) days' prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, and the density requirements outlined above are met, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. The Grantor, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to Grantee. Developer shall be responsible for the digging and back-filling of all trenches.

17. I-Net/Municipal Facilities

A. Service to Public Buildings.

Subject to applicable law, Grantee shall continue to provide, or provide, without charge, Standard Installation and one outlet of Basic Cable Service to the locations listed in Exhibit A hereto. The Cable Service provided pursuant to this Section 17.A. shall not be used for commercial purposes. The Grantor shall take reasonable precautions to prevent any inappropriate use or loss or damage to the Grantee's Cable System. Grantee agrees that the value of these courtesy connections will not be charged against franchise fees for the term of this franchise.

B. I-Net

Upon request, Grantee and Grantor will meet to discuss the Municipal institutional networking needs

Consumer Issues

18. Rates & Services

A. Prices And Charges

1. All rates, fees, charges, deposits and associated terms and conditions to be imposed by Grantee for any Cable Service as of the Effective Date shall be in

accordance with all applicable FCC's rate regulations. Before any new or modified rate, fee, or charge is imposed, Grantee shall follow the applicable FCC and State notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law. Nothing in this Franchise shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.

Complete information concerning billing and collection procedures, including dispute resolution, procedures for ordering changes in, or termination of services, and Grantee's discontinuation policies and procedures shall be provided to each subscriber at least annually.

2. The Grantor acknowledges that certain costs of Public, Educational and Governmental ("PEG") Access and other Renewal Franchise requirements, may be passed through to Subscribers in accordance with federal law.

B. Basic Cable Service

Grantee shall make available a Basic Cable Service tier to all subscribers in accordance with 47 USC §534 and applicable regulations, including 76.1618 of the FCC Rules and Regulations, and shall provide notice of the basic tier pursuant to 30-A MRSA §3010.

C. Programming

Pursuant to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of Grantee, except that pursuant to 47 USC §544(b)(2) (B) and (h) and 47 CFR §76.1603. Grantor may require "broad categories" of programming.

19. Rights of Individuals

A. Customer Service

Grantee shall comply with all customer service federal laws, regulations of the FCC and state laws as they may be amended from time to time.

B. Protection Of Subscriber Privacy

Grantee comply with all applicable federal and state privacy laws and regulations, including 47 USC §551 and regulations adopted pursuant thereto and 30-A MRSA §3010.

C. Employee Identification Cards

All of Grantee's employees, and subcontractors, including repair and sales personnel, entering private property shall be required to display an identification card issued or approved by Grantee indicating that employee or subcontractor is working on behalf of Grantee.

D. Monitoring

Grantee may only monitor customer accounts consistent with applicable federal and state law.

E. Privacy Written Notice

At the time of entering into an agreement to provide any Cable Service or other service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Grantee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, (47 USC §551) which, at a minimum, clearly and conspicuously explains the Grantee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Grantee's policy for the protection of subscriber privacy.

F. Subscriber's Right To Inspect And Verify Information

1. The Grantee shall make available for inspection by a Subscriber at a reasonable time and place all personal subscriber information that the Grantee maintains regarding said Subscriber.
2. A Subscriber may obtain from the Grantee a copy of any or all of the personal subscriber information regarding him or her maintained by the Grantee. The Grantee may require a fee for making said copy.
3. A Subscriber may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information shall be directed to the Grantee. The Grantee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

20. Unauthorized Connections/Continuity Of Service

It shall be the right of all Subscribers to receive Cable Service insofar as their financial and other obligations to the Grantee are honored, provided that the Grantee shall have no obligation to provide Cable Service to any Person who, or which the Grantee has a reasonable basis to believe, is using an unauthorized Converter or is otherwise obtaining Cable Service without required payment thereof or who threatens Grantee's employees or damages Grantee's equipment. The Grantee shall

ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions. When necessary, non-routine Service interruptions in excess of four hours can be anticipated, the Grantee shall notify Subscribers of such interruption(s) in advance.

21. Subscriber Complaints

A. Dispute Resolution

The Grantee shall establish a procedure for resolution of Complaints by Subscribers. Said procedure shall at a minimum include the provisions of 30-A MRSA §3010.

B. Investigation of Complaints

Upon reasonable notice, the Grantee shall expeditiously investigate and resolve all Complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Grantor or its designee(s) shall be responsible for receiving and acting upon such Subscriber Complaints and/or inquiries, as follows:

1. Upon the written request of the Grantor or its designee(s), the Grantee shall, within ten (10) business days after receiving such request, send a written report to the Grantor with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps, if any, taken by the Grantee.
2. Should a Subscriber have an unresolved Complaint regarding cable television operations, the Subscriber shall be entitled to file his or her Complaint with the Grantor or its designee(s), who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of Complaint procedures. The Subscriber shall thereafter meet jointly with the Grantor or its designee(s) and a representative of the Grantee, within thirty (30) days of the Subscriber's filing of his or her Complaint, in order to fully discuss and resolve such matter in accordance with applicable laws.

C. Complaint Policy

Grantee shall provide Grantor a copy of Grantee's complaint policy annually and no later than 30-days after any revisions. If Grantee maintains a publicly available website, Grantee's complaint policy shall be posted on its website.

22. Penalties

A. Amounts

Because Grantee's failure to comply with provisions of this Agreement will result in injury to Grantor, and because it will be difficult to estimate the extent of such injury, Grantor and Grantee agree to the following liquidated damages for the following violations. These damages represent both parties' best estimate of the damages resulting from the specified injury.

For failure to comply with the material provisions of this agreement: \$1,000/day.

B. Date of Violation, Notice

The date of violation will be the date the Grantee receives written notice of the violation.

C. Procedure for Liquidated Damages

Before the Grantor may assess any liquidated damages under this Franchise Agreement:

1. The Grantor shall notify the Grantee, in writing, of the alleged failure or violation, which notice shall specify the alleged failure or violation with reasonable particularity.
2. The Grantee shall, within thirty (30) days after receipt of the notice or such longer period as the Grantor may specify in such notice, either cure the alleged failure or violation or, in a written response to the City Manager, either present facts and arguments in refutation or excuse of such alleged failure or violation or state that the alleged failure or violation will be cured and set forth the method and time schedule for accomplishing such cure.
3. Unless the City Manager determines that the matter has been resolved, the Grantee's response shall be submitted to the Elected Officials, to schedule a public hearing at which the Elected Officials shall determine (i) whether a failure or violation has occurred; (ii) whether such failure or violation is excusable; and (iii) whether such failure or violation has been or will be cured by the Grantor; and (iv) the appropriate remedy for the failure or violation.
4. The Grantor shall provide thirty (30) days' written notice of the public hearing to the Grantee. During the public hearing, Grantee shall have the right to appear and be heard, including the opportunity to present evidence, question witnesses, if any, and the hearing shall follow the procedures set forth for public hearings. If the Elected Officials determine that such failure has not occurred, or that such failure either has been or will be cured in a manner and in accordance with a reasonable schedule satisfactory to the Elected Officials or that the failure is excusable, such determination shall conclude the matter, unless Grantee fails to comply with the schedule for cure.

23. Transfers

A. Grantee's Right to Transfer

The Franchise may be sold, assigned or otherwise transferred, (a "Franchise Transfer") in accordance with the procedure set forth in federal law and this Franchise.

B. Grantor's Right to Approve

Pursuant to 47 USC §537, the Grantor, as Local Franchise Authority, reserves its right to approve any sale or transfer of the Cable System. Municipal approval shall not be unreasonably withheld.

A transfer or assignment of a Franchise or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a Franchise or control thereof. An "affiliated Grantee" is any person or entity that directly or indirectly or through one or more intermediaries controls, is controlled by, or is under common control with another person or entity.

C. Notice to Grantor

Grantee shall provide to Grantor Notice of the proposed transfer. The contents of the Notice shall include:

1. FCC Form 394, or successor form, and all identified attachments; and
2. Certification by transferee that it will accept the provisions of this Franchise Agreement for the remainder of the Franchise Term.

D. Time to Review

Grantor will have 120 days from receipt of the Notice to take action on the request for transfer. Grantor need not, but may, act to approve the transfer.

E. Public Hearing

Grantor may conduct a public hearing on the proposed transfer no later than 90 days after the receipt of the notice of transfer.

F. No Waiver or Release

The consent or approval of the Grantor to any Transfer of the Cable System or this Franchise Agreement granted to the Grantee shall not constitute a waiver or release of the rights of the Grantor in and shall, by its terms be expressly subordinate to the terms and conditions of this Franchise Agreement.

24. Successors/Assigns

The obligations of this Franchise apply to any and all successors and assigns of the Grantee, unless Grantor expressly and in writing agrees to release the successors and assigns from this Franchise or any portion thereof.

25. Renewal

This Franchise may be renewed by the parties in accordance with state and federal law. In order for the Grantor to refuse to renew, the provisions of 47 USC §546 must be met.

26. Revocation and Termination

A. Right to Revoke or Terminate

In addition to all other rights and powers of Grantor by virtue of this Franchise Agreement and after notice and opportunity to cure pursuant to section 27B, Grantor may revoke this Franchise Agreement and all rights and privileges of Grantee hereunder in the event Grantee either:

1. Violates any material provision of this Franchise Agreement or any rule, order or determination of Grantor made pursuant thereto where such violation remains uncured for a period of thirty days following written notice to Grantee by Grantor that such violation is deemed to exist unless cure is not feasible in such time period in which event the parties shall meet and agree to a cure schedule;
2. Attempts to evade any material provision of this Franchise Agreement or practices any fraud or deceit upon Grantor;
3. Arbitrarily ceases to provide service over the Cable System or fails to restore service after ninety-six (96) consecutive hours of interrupted service except in cases of force majeure or when approval of such interruption is obtained from the Grantor.

B. Procedures to Revoke or Terminate

The Grantor shall follow the following procedures in revoking a franchise:

1. Grantor shall provide to Grantee Grantor's notice of intention to revoke this Franchise. The written notice shall be sent by certified or overnight mail and shall describe in reasonable detail the specific violations alleged to have occurred;

2. Grantee shall have 90 days from receipt of notice to either correct the alleged violation, or, dispute the Grantor's allegations. In the event that by nature of the alleged violation, such violation cannot be cured within such ninety (90) day period, the parties shall meet and agree to a cure schedule;
3. If Grantee disputes the Grantor's allegations, the Grantor shall review the dispute and make its determination as to whether a violation has occurred;
4. If Grantor continues to maintain that a violation did occur, Grantor shall notify Grantee in writing. Grantee shall then either remedy the violation within 90-days or notify the Grantor in writing that Grantee continues to dispute the allegations;
5. Upon Grantee's failure to remedy the violation within the time period prescribed or upon receipt of Grantee's written position pursuant to subsection 4, Grantor may revoke this Franchise Agreement by providing Grantee written notice of revocation.

C. Public Hearing

Grantor may conduct a public hearing on the revocation. Grantee shall have the right to participate in such hearing, present witnesses and the Grantor shall issue a written determination of its findings. Such public hearing must take place no less than 30 days prior to the decision to revoke.

D. Judicial Review

Grantee shall have the right to seek judicial review of Grantor's determination to revoke.

27. Abandonment

If Grantee shall cease providing service in the Grantor pursuant to 30-A MRSA §3008(3)(B), the Grantee shall remove all of its supporting structures, poles, transmission and distribution systems, another appurtenances from the Public Ways and shall restore the areas to their original condition as is reasonably possible and as soon as reasonably possible. If such removal is not complete within six (6) months of such end of service, the Grantor may deem any property not removed as having been abandoned. Upon written request of the Grantee, the Grantor may waive this requirement for good cause shown.

28. Expiration of Agreement

Upon the expiration and non-renewal, or revocation of this Franchise Agreement and exhaustion of all judicial appeals, the Cable System shall be disposed of according to 47 USC §546 and this Franchise Agreement.

29. Changes in Law

In the event a federal or state law, regulation or decision by a court of competent jurisdiction renders a provision in this Franchise Agreement void or otherwise unenforceable, the provision shall be considered preempted. This preemption will last for as long as the law, regulation or decision is effective; if the law, regulation or decision is subsequently repealed, rescinded, amended, voided, overturned or otherwise changed so that the preemption is nullified, the provision shall thereupon return to full force and effect as provided by such proceeding and shall be binding and enforceable in accordance with the terms thereof.

30. Amendments

This Franchise Agreement shall not be amended or modified except by written agreement executed in the same manner as this Franchise Agreement. Where applicable, the amendment shall be consistent with the provisions of 47 USC §545.

31. Miscellaneous

A. Force Majeure

The Parties shall not be responsible for any delay or failure to perform their obligations under this Franchise Agreement if doing so is prevented by Act of God, flood, storm, fire, explosions, strikes, riots, wars whether or not declared, insurrections, epidemics, or any law, rule or act of any court of competent jurisdiction or instrumentality of government or any cause or event beyond the control of the Grantee.

B. Severability

If any provision of this Franchise Agreement is held by any court or Federal or State agency of competent jurisdiction to be invalid as conflicting with any Federal or State law, rule or regulation now or hereafter in effect, or is held by such court or agency to be modified in any way in order to conform to the requirements of any such law, rule or regulation, said provision shall be considered a separate, distinct and independent part of this Franchise Agreement, and such holding shall not affect the validity and enforceability of all other provisions hereof, all of which shall remain in full force and effect for the term of this Franchise Agreement.

C. Effect on Prior Agreements

This Franchise Agreement shall supersede any prior franchise agreements between the parties. Immediately upon the taking effect of this Franchise Agreement, all prior franchise agreements and any and all extensions thereof, shall terminate and shall have no

further force and effect; provided, however, that any vested rights relating to billings and the Grantor's rights to receive franchise fees shall not be affected thereby.

D. Non-Enforcement Not Waiver

Neither party shall be excused from complying with any of the terms and conditions of this Franchise Agreement by any failure of either party upon one or more occasions to insist upon or to seek compliance with any such terms or conditions. No course of dealing between the Grantee and the Grantor, nor any delay on the part of the Grantor or Grantee in exercising any rights hereunder, shall operate as a waiver of any such rights of the Grantor or Grantee or acquiescence in the actions of the Grantee or Grantor in contravention of such right, except to the extent expressly waived by either party or expressly provided for in this Franchise Agreement. No decision by the Grantor or Grantee to invoke any remedy under this Franchise Agreement or under any statute, law or ordinance shall preclude the availability of any other such remedy. This provision does not extend any applicable statute of limitations.

E. Grantee Warranties

Grantee warrants, represents and acknowledges that, as of the Execution Date of this Franchise Agreement:

1. The Grantee is duly authorized to do business under the laws of the State;
2. The Grantee has the requisite power and authority under applicable law and its bylaws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the execution date of this Franchise Agreement, to enter into and legally bind Grantee to this Franchise Agreement and to take all actions necessary to perform all of its obligations pursuant to this Franchise Agreement;
3. This Franchise Agreement is enforceable against Grantee in accordance with the provisions herein; and
4. There is no action or proceedings pending or threatened against Grantee that would interfere with performance of this Franchise Agreement.

(Signature Page Follows)

Execution

32. Signatures

For Grantor _____ **Title** _____ **Date** _____

For Grantee _____ **Title** _____ **Date** _____

Exhibit A

Town of Caribou City Offices
Caribou Fire Dept.
Caribou Police Dept.
Caribou Public Library
Cary Medical Center
Caribou Airport
Caribou Recreation Center
Nylander Museum
Emergency Management Agency
Caribou Learning Center
Caribou High School
Caribou Middle School
Teague Park Elementary School
Caribou Community School (projected completion date 2020)
RSU 39 Superintendent's Office
Caribou History Museum

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



MEMO

TO: Caribou City Council Members
FROM: Dennis Marker, City Manager
RE: Potential Sale of Airport Property for Redevelopment
DATE: January 9, 2019

The has received inquiries about selling a portion of the airport property for redevelopment. Staff requests that an executive session occur in which the particulars can be discussed with the Council. Outside of the executive session, staff asks that the Council provide direction on whether or not to move forward with getting the property delisted from the FAA and available for sale.

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



MEMO

TO: Caribou City Council Members
FROM: Dennis Marker, City Manager
RE: Mayoral Appointment of Council Committees
DATE: January 9, 2019

City Charter, Section 2.03, provides that the Mayor is to appoint all Council Committees, name the Chairperson of said Committees and determine the duties of said Committees. The following are Council Committees and representative appointments that were made in 2018.

Position	Member	Description of Committee Purpose	
Highway/Protection			Meetings
Chair	Joan Theriault	There is no written purpose for the Committee although they could be more involved in the street light conversion process, road projects, sidewalk, general safety issues.	This committee did not meet in 2018. Meets as needed
Member	Nicole Cote		
Member	Phil McDonough		
Staff	Dave Ouellette		
Investment			Meetings
Chair	Nicole Cote	Reviews the city's investment portfolio and makes recommendations for changes. The \$3M CD matures in 2020, which gives this committee more purpose for meeting in 2019.	This committee did not meet in 2018. Meets as needed
Member	Timothy Guerrette		
Member	David Martin		
Staff	Carl Grant		
CEGC			Meetings
Board Member	Hugh Kirkpatrick	The Caribou Economic Growth Council is made up of citizens who manage an investment/loan program on behalf of the City and the organization.	Meets monthly at 7am on the 4th Wednesday
City Rep	City Manager		
NMDC			Meetings
Board Member	Hugh Kirkpatrick	The Northern Maine Development Commission provides funding and resources to regional entities to help with economic and community development activities.	Meets every 2 months on 2nd Thur. @ 1230
Board Member	City Manager		
Personnel			Meetings
Chair	Phil McDonough	Discusses personnel policies	Meets as needed
	All Council Members		
Staff	City Manager		
Staff	Carl Grant		
Airport			Meetings
Chair	Phil McDonough	Discusses airport operations and issues	Meets as needed
Member	Joan Theriault		
Member	Timothy Guerrette		
Staff	Airport Manager		
Nylander Board			Meetings
Council Liaison	Timothy Guerrette	Provides direction on programs and events to be held at the museum	Meets on 3rd Thursday of each month @ 6pm @ museum
Staff	None		
Planning Board			Meetings
Council Liaison	Phil McDonough	Makes recommendations on zoning and land use laws.	Meets on 2nd Thursday of each month @ 530p
Staff	Ken Murchison	Reviews development and land use applications	

Continued on next page.

		Municipal Buildings	Meetings
Chair	Joan Theriault	Reviews issues with facilities	Meets as needed
Member	Nicole Cote		
Member	Hugh KirkPatrick		
Member	David Martin		
Staff	City Manager		
Staff	Dave Ouellette		
Staff	Gary Marquis		
		Agency on Aging	Meetings
Board Member	Timothy Guerrette	Committee reviews polices and programs associated with the Aroostook Agency on Aging.	TBD
Board Member	Lisa Plourde		
		Housing Board	Meetings
Board Member	Phil McDonough	Reviews policies and programs associated with the Caribou Housing Authority and the administration of the federally funded program.	Meets quarterly
City Rep	R. Mark Goughan		
Staff	Lisa Plourde		
Staff	Ken Murchison		

January 8th, 2019

Dear City Council,

At the January 2 organizational city council meeting it was decided to have a goal setting session, of the council, for the year 2019. It is my hope that the result of this agenda item placed on the January 14 meeting will result in a consensus amongst council members to develop a short term (1 year) philosophy plan. This plan can over time be part of a longer term plan. Hopefully from this short term plan, goals can be identified and objectives established by which the council can ask our City Manager to implement during the course of the 2019 year. At the end of 2019, we as a council, will need to job evaluate the manager's position based on the objectives established by the council at this time of year.

With the diverse group that we have, on the surface you might think it an impossible task. Maybe, but I would like to give it a try. For me there is no more an important job for an elected city council member than to properly set forth a set of goals and then allow the city manager to achieve the objectives. To me, this is the job of the city council.

I would like to propose the following process to get this issue started. If each councilor would put together a top three or four philosophy type issues that they feel would benefit Caribou. At the council meeting we would state our top one or two ideas to each other and the public. For all I know we might have some in common. I would then like to go into executive session to allow our current manager to openly express what he believed to be the terms of his employment contract with the city of Caribou. We come out of executive session and develop a majority report, two or three items, and a minority report, two or three items. We then set objectives at will achieve both. My experience tells me that if anyone thinks they are going to get 100% of what they want, you got elected into the wrong department.

I agree with councilor Martin's opinion about conducting business over e-mail. I do not consider asking for your opinion about procedural issues to fall into that category. Thus I would welcome any constructive ideas that you think would help in performing this task in a diplomatic and professional way. I like to think being organized helps. I would only ask that if you choose to put forth your procedural ideas that you include all city councilors in the discussion.

I have started to put together my philosophical ideas and am willing to talk to any of you, one on one. From my understanding more than two councilors is where we run into trouble.

I have to admit that I was a bit nervous at the organizational meeting. Thank you all for being patient. In time I'll get better, you know, like raising my hand when voting.

Thank you for your time
"farmer" Mark



Caribou Public Library

DIRECTOR'S REPORT

To: Mayor and City Councilors
Dennis Marker, City Manager
From: Hope Rumpca, Library Director
Date: January 2, 2019

Dear Honorable Mayor and City Councilors,

What an AMAZING year 2018 was! It was a year of firsts for so many things at the library, including myself. We saw new programs every month, hit record highs for participation, our circulation was up across the board (over 5,700 from 2017!) We brought in new books, deleted many old non-core books, had our archives recognized internationally, fostered an official working relationship with the Aroostook County Genealogical Society, and collaborated with the City and the Historical Society on programing during special events. Most important of ALL, we excelled at our mission statement to be a safe, welcoming place for individuals and families to learn, share knowledge, collaborate and enrich their lives. THAT is what your library is all about and we are ROCKING IT!!!

December saw some wonderful programing for children, adults and families. The SUPER popular Elf Pal Academy brought 51 participants into the library to celebrate Christmas and the joy of learning to be elves! There were games and activities to help learn elf etiquette and of course cookie decorating and the consumption of some sweet treats from Mrs. Claus' kitchen! There was so much fun to be had and the library was filled with smiling children – always a win for us!

George & Friends serenaded us with traditional Christmas music played on 6 different stringed instruments. The concert was beautiful and fun! There was much laughter between sets which contributed to the gentle, sweet atmosphere prevalent when the lovely music was played. It was as though we were sharing an evening with friends – and we were!

The Classics Book Club is gaining popularity and saw a rise in membership from their initial 8 to 13 members. December was their first regular discussion meeting and in keeping with the Christmas theme *A Christmas Carol* by Charles Dickens was one of their December reads. *Right Ho, Jeeves* by P.G. Wodehouse was another and it was a unanimous delight with the readers!

Numbers are always a part of a year-end report. While I am excited to share ours with you, especially because they are so positive, please remember they are only represent part of the library. They represent things we can quantify with numbers, they do not include the services we have offered, the helps, the smiles, the lives we have changed – thing far more important than even these awesome numbers! 😊

The reports are on the following pages. I will leave you with my usual valediction...

Happy Reading! ~Hope

MONTHLY STATISTICAL COMPARISON FOR CIRCULATION												
MATERIAL TYPE	JAN 2018	FEB 2018	MAR 2018	APR 2018	MAY 2018	JUN 2018	JUL 2018	AUG 2018	SEPT 2018	OCT 2018	NOV 2018	DEC 2018
Adult books	627	657	798	827	483	703	1,151	1,194	813	721	809	663
Juvenile books	430	445	731	1,213	856	1,071	725	1,146	1,209	1,335	946	747
Teen/YA books	69	50	70	130	97	106	98	89	67	72	73	61
DVDs	394	404	508	390	492	372	460	430	381	487	463	328
eBooks/Audiobooks	147	90	159	94	161	141	88	162	143	143	177	159
Magazines	83	55	77	62	55	56	57	68	49	78	78	79
Interlibrary loans	39	50	53	42	48	52	50	77	65	58	41	67
TOTAL NUMBERS	1,789	1,755	2,396	2,758	2,192	2,501	2,629	3,166	2,727	2,894	2,587	2104

OVERALL MONTHLY STATISTICAL COMPARISON												
TYPE	JAN 2018	FEB 2018	MAR 2018	APR 2018	MAY 2018	JUN 2018	JUL 2018	AUG 2018	SEPT 2018	OCT 2018	NOV 2018	DEC 2018
Circulation	1789	1755	2,396	2,758	2,192	2,501	2,629	3,166	2,727	2,894	2,587	2,104
Library Visit	4,670	5,141	5,851	6,479	6,721	6,756	7,055	7,049	6,049	7,051	6,121	5,091
Wi-Fi access	3,616	4,108	4,952	5,837	7,257	5,566	6,539	8,699	6,661	7,787	6,350	5,024
Books added	135	144	200	162	224	226	115	193	181	186	126	249
Books withdrawn	210	398	141	114	35	1,654	616	69	357	257	57	144
Caribou Room Use	124	123	196	258	228	286	254	184	237	377	243	206
New registered patrons	24	16	45	30	22	42	26	33	39	21	20	12
Archives (# of users)	23	50	102	42	34	38	39	64	45	32	34	24

YEAR-TO-DATE MONTHLY CIRCULATION COMPARISON													
Year	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
2017	1,429	1,647	2,165	1,671	1,782	2,053	2086	2,225	1,995	2,335	2,284	2,094	23,766
2018	1,789	1,755	2,396	2,758	2,192	2,501	2,629	3,166	2,727	2,894	2,587	2,104	29,498

Monthly Permit Report

November 2018

	Current Month	Year To Date	Prior Year Month	Prior Year YTD
Building Permits	2	44	5	53
Permit Value	\$ 525,000	\$ 2,767,296	\$ 105,500	\$ 4,104,571
Homes	1	7	0	2
Mobile Homes	0	0	0	1
Multi Family	0	0	0	1
Commercial	1	7	2	16
Exempt	0	5	0	3
Plumbing Permits				
Internal	1	13	3	18
External	1	9	2	13
Demolition Permits	0	3	1	19
Sign Permits	1	15	5	13

YTD is January 2018 to November 2018

Monthly Permit Report

December 2018

	Current Month	Year To Date	Prior Year Month	Prior Year YTD
Building Permits	3	47	1	54
Permit Value	\$ 54,500	\$ 2,821,796	\$ 89,000	\$ 4,193,571
Homes	0	7	0	2
Mobile Homes	0	0	0	1
Multi Family	0	0	0	1
Commercial	3	10	0	16
Exempt	0	5	0	3
Plumbing Permits				
Internal	1	14	2	20
External	0	9	0	13
Demolition Permits	0	3	0	19
Sign Permits	0	15	0	13

YTD is January 2018 to December 2018

CFAD MONTHLY REPORT

December 2018

Total Calls – 190

See attached Breakdown

-Alarms for Fires (33)	1	- ALS Calls	94
-Alarms for Rescues (66)		- BLS Calls	74
-Silent Alarms	13	- Amb Calls cancelled:	3
Total Hours Pumped	50 min.	- No Transport	23
Gallons of Water Used	300	- Long Distance Transfers	17
Amt. of Hose used:	1,000	- Calls Turned Over:	10 = \$24,400
Ladders Used (in Feet):			
(75' Ariel)	1	Total Out of Town Calls	28
Thermal Imaging Camera Used:	1	Est. Fire Loss, Caribou	\$
Gas Meter Used:	3	Est. Fire Loss, out of City	\$
Rescue Sled & Snowmobile:		Total Est. Fire Loss	\$
Rescue Boat:			
Jaws Used:			
		Total Maint. Hours	6 mhrs.
Fire Permits Issued	2	Total Training Hours	63.5 mhrs.
Miles Traveled by all Units	7619	*Color Guard Trng./Ceremonies	

MUTUAL AID TO:

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

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 Fire and/or Ambulance Responses

LOCATION	# Of Fires Responses	Man Hrs.	#of Amb. Responses
Woodland	1	1 mhr.	4
New Sweden			6
Connor			3
Perham	1	4.5 mhrs.	5
Stockholm			2
Westmanland			

Scott Susi, Chief
Caribou Fire and Ambulance

BREAKDOWN OF FIRES
For December 2018

Situation Found	# Of Incidents	Fire Casualties	Est. Property Damage
1. Private Dwellings (111) Mobile Homes (121)	1		
2. Apartments (3 or more) (111)			
3. Hotels & Motels (111)			
4. Dormitories & Boarding Homes (111)			
5. Public Assembly (Church, Restaurant) (111)			
6. Schools (111)			
7. Institutions (Hospitals, Jails, Nursing Homes) (111)			
8. Stores, Offices (111)			
9. Industry, Utility, Defense (111)			
10. Storage (111)			
11. Vacant Buildings or being Built (111)			
12. Fires outside structure w/value (crops, timber, etc.) (171)			
13. Fires Highway Vehicles (131)			
14. Other Vehicles (planes, trains, etc.) (132)			
15. Fires in brush, grass w/no value (140)			

Other Incidents

16. Haz-Mat (400)	
17. False Calls (740)	
18. Mutual Aid Calls (571)	
19. Aid to Ambulance (10-55's) (322)	3
20. Aid to Police (551)	
21. Investigation (Smoke, CO ₂ or Alarm) (730)	8 (4 – Alarms; 2 – CO; 2 – Smoke)
22. Service Calls (500)	2 (RCM; 1 – Santa)
23. Ambulance Calls (300)	176

Total Calls for the Month: ____ 190 ____

Caribou Police Department

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<u>2017</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUNE</u>	<u>JULY</u>	<u>AUG</u>	<u>SEPT</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>TOTAL</u>
COMPLAINTS	2029	2283	2482	2688	2984	2632	2671	2734	2001	2231	1748	1827	28310
M/V ACCIDENTS	31	36	22	26	26	26	20	22	17	17	22	38	303
ESCORTS	7	13	11	13	19	11	15	10	8	5	5	2	119
THEFT COMPLAINTS	7	9	7	13	17	22	8	19	8	17	11	8	146
ANIMAL COMPLAINTS	3	6	6	15	14	21	13	14	19	12	11	7	141
DOMESTIC COMPLAINTS	3	2	9	12	9	8	10	13	4	6	6	8	90
BURGLARY COMPLAINTS	0	0	3	1	4	3	2	0	6	8	1	5	33
O.U.I.	4	1	2	1	5	4	4	5	1	9	5	2	43
M/V THEFTS	2	0	0	1	0	1	0	1	1	2	0	1	9
MISSING PERSONS	0	1	1	1	2	1	1	1	1	1	0	1	11
JUVENILE COMPLAINTS	1	8	1	0	2	2	1	1	1	6	1	3	27
CIVIL COMPLAINTS	6	1	7	4	2	0	4	1	4	4	5	1	39
PROWLER COMPLAINTS	0	0	0	0	0	0	0	0	1	1	0	0	2
ASSIST OTHER AGENCY	19	16	15	12	23	14	23	18	16	24	11	11	202
ASSAULT ARREST	1	1	0	0	1	3	1	4	1	3	1	0	16
THEFT ARRESTS	3	2	2	3	2	4	1	5	7	3	0	4	36
SPEEDING	4	36	40	47	34	31	36	34	17	15	17	8	319
STOPS/CHECKS M/V	1663	1893	2089	2195	2420	2068	2153	2250	1604	1779	1388	1486	22988
PARKING TICKETS	0	0	0	0	0	0	0	0	0	0	0	0	0
HANDLING PRISONERS	26	25	37	37	32	35	36	32	28	43	28	27	386
WARRANT ARRESTS	7	8	13	17	12	21	21	8	5	5	13	10	140
UNLAWFUL SEX. CONTACT	0	0	0	1	0	0	0	0	1	1	0	0	3
GROSS SEX. ASSAULT	0	0	0	2	2	0	0	0	1	0	0	0	5
BUSINESS ALARMS	19	12	7	13	23	23	24	17	14	16	11	22	201
BURGLARY ARRESTS	0	0	0	1	0	0	0	0	2	0	0	4	7

Caribou Police Department

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<u>2018</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUNE</u>	<u>JULY</u>	<u>AUG</u>	<u>SEPT</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>TOTAL</u>
COMPLAINTS	874	0	2820	2555	2589	2390	2981	3113	2392	2068	2133	2151	26066
M/V ACCIDENTS	57	0	24	24	12	22	16	28	15	28	31	37	294
ESCORTS	12	0	3	2	3	7	6	2	5	2	1	1	44
THEFT COMPLAINTS	12	0	4	4	6	14	9	7	8	9	9	9	91
ANIMAL COMPLAINTS	13	0	6	8	15	22	8	3	2	5	9	8	99
DOMESTIC COMPLAINTS	5	0	15	11	8	5	8	11	0	20	8	5	96
BURGLARY COMPLAINTS	0	0	2	3	1	1	4	2	2	3	1	1	20
O.U.I.	3	0	4	4	1	4	2	3	4	6	2	2	35
M/V THEFTS	1	0	2	1	2	0	2	2	3	1	0	0	14
MISSING PERSONS	1	0	2	1	1	1	3	1	2	1	1	1	15
JUVENILE COMPLAINTS	1	0	1	1	5	2	3	8	6	2	5	2	36
CIVIL COMPLAINTS	6	0	5	5	8	0	0	0	0	3	3	0	30
PROWLER COMPLAINTS	6	0	0	0	0	0	0	0	0	0	0	0	6
ASSIST OTHER AGENCY	25	0	17	18	22	16	17	19	16	19	20	19	208
ASSAULT ARREST	2	0	1	1	0	0	1	0	0	2	0	2	9
THEFT ARRESTS	3	0	1	2	4	3	1	2	4	8	2	1	31
SPEEDING	12	0	25	26	24	25	58	26	25	31	15	10	277
STOPS/CHECKS M/V	2319	0	2365	2110	2051	1918	2507	2625	1948	1573	1736	1743	22895
PARKING TICKETS	0	0	0	0	0	0	0	0	0	0	0	0	0
HANDLING PRISONERS	30	0	48	38	46	45	35	27	45	41	36	46	437
WARRANT ARRESTS	15	0	18	10	21	9	9	14	8	17	7	20	148
UNLAWFUL SEX. CONTACT	3	0	0	0	0	1	1	1	2	2	0	2	12
GROSS SEX. ASSAULT	3	0	0	0	0	0	0	0	0	0	1	0	4
BUSINESS ALARMS	19	0	14	30	26	20	20	18	17	17	21	17	219
BURGLARY ARRESTS	0	0	0	0	1	0	0	0	1	0	0	0	2

CARIBOU ADMINISTRATION
25 HIGH STREET
CARIBOU, ME. 04736



MEMO

TO: Caribou City Council Members
FROM: Dennis Marker, City Manager
RE: City Manager Report
DATE: January 10, 2019

It was suggested by the Mayor that the Council could benefit from a formal City Manager's report at each City Council meeting. My apologies to the Council if I have not been providing enough timely information. I've tried to keep the Council updated with regular emails and will now begin providing updates about projects in the Council packet.

Major Project Updates

River Road. As of January 9, 2019 we now have ownership and control of the three southern homes along the River Road. We own the fourth home (175 River Road) and the previous owners are occupying it for a 30 day period, which ends January 31. Additional survey work is being conducted by DeBois & King. Further engineering efforts are on the Council's docket for consideration. There have been no reported accidents through the constricted travel areas.

High Street. On January 7, we received a revised MDOT agreement from the region office for work to be completed this summer. We will be meeting with region staff next week to discuss additional cost saving measures and next steps to get the work completed.

Birds Eye Cleanup.

- We solicited bids for metal recycling at the site. Two bids were received, one that provided a \$20/ton return and a second for a \$60/ton return. We've notified the high bidder to proceed with the work. They will work with McGilans, at no additional cost, to get the materials loaded in their trucks.
- One building remains standing at the site. We've been contacted by an area business owner who is interested in salvaging that building and would take down and haul it off at no cost to the city. We are trying to get some more details about potential value, costs, and timeframes before deciding on the request.
- The application for EPA brownfield funding is due January 31. We are revising our previously denied application based on feedback received from the EPA and polishing a new request for additional funds. Part of this effort requires having a concept for ultimate reuse of the property. To help in that visioning process, a neighborhood meeting will be held on January 16 to get surrounding property owner's input.

LED Light Study. We are currently waiting for Real Term consultants to finalize their financial estimates and prepare a final presentation for the Council. They are also working to keep other communities at the same step in the process, which delays them moving onto next steps. I've requested an updated street light acquisition quote from EMERA and should have that by the next Council meeting.

Wage and Classification Policy. This was last left with the Council asking for a more regionally weighted market comparison system. I have prepared what I believe to be a defensible methodology and am ready to present to the Council at the next personnel committee meeting.

Senior Homestead Tax Exemption Policy. The Council tabled discussion on this until the new year. I can bring the information back for discussion when the Council is ready to pick it up.

Union Negotiations.

- Final negotiations have taken place on the police officer's contract and this is before the Council for consideration. Officers are wanting a one year contract.
- I've met with the new representatives of the International Fire Fighters Association to begin dialogue on their contract renewal. Personnel are wanting a one year extension of their recently expired contract.
- The Public Works and Sergeants' contracts expire at the end of this year, which means all four union contracts will be in negotiations in 2019.

Pellet Furnace Systems. Gary Marquis reports that his boiler is functioning properly at this time. No additional research has been made into the system mechanics or legalities, owing to the lower priority of the matter.

If there are other projects or items that Councilors would like me to discuss, please let me know.