

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 27, 2020** in the Council Chambers located at 25 High Street, **6:00 pm**.



- 1. Roll Call**
- 2. Invocation / Inspirational Thought**
- 3. Pledge of Allegiance**
- 4. Public Forum**
- 5. City Council Minutes**
 - a. November 18, 2019 Workshop
 - b. January 7, 2020 Workshop
- 6. Bid Openings, Awards, and Appointments**
 - a. Spirit of America Nominations
 - b. Caribou High School Basketball – Down Syndrome Awareness Campaign
- 7. New Business & Adoption of Ordinances and Resolutions**
 - a. Discussion and Possible Action Regarding Liquor License Renewal for Bechard's Grille
 - b. Discussion and Possible Action Regarding Liquor License Renewal for Mascoto's Restaurant
 - c. Discussion and Possible Action Regarding 2020 Elections (March 3, Presidential Primary & Referendum Elections)
 - d. Discussion and Possible Action Regarding Creation of an Emergency "Rainy Day" Fund
 - e. Discussion and Possible Action Regarding \$324,000 Payment from Aroostook Waste Solutions
 - f. Resolution 01-02-2020 Regarding 2019 Year End Appropriations
 - g. Discussion and Possible Action Regarding Extension of Skyway Plaza Agreement
 - h. Discussion and Possible Action Regarding Easement for EMERA Maine at 142 Lyndon St
- 8. Old Business**
 - a. Discussion and Possible Action Regarding Lease Option for Solar Project on Ogren Dump
 - b. Discussion and Possible Action Regarding Lease of 60 Access Highway to a Beamery
 - c. Discussion and Possible Action Regarding 2020 Council Priority Projects
 - d. Discussion Regarding Employee Wage and Classification Policy
- 9. Reports and Discussion by Mayor and Council Members**
- 10. City Manager's Report**
- 11. Reports by Staff and Appointed Officials**
- 12. Executive Session(s)** (May be called to discuss matters identified under Maine Revised Statutes, Title 1, §405.6)
- 13. Next Meeting(s):** February 10 and 24
- 14. Adjournment**

Pgs 2-8
Pgs 9-12

Pg 13

Pgs 14-15
Pgs 16-17
Pg 18

Pg 19
Pg 20

Pgs 21-23
Pgs 24-26
Pgs 27-28

Pgs 29-37
Pgs 38-44

Pgs 45-46

Pgs 47-56

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

A Workshop meeting of the Caribou City Council was held 6:00 p.m. on Monday, November 18, 2019 in Council Chambers with the following members present: Mayor R. Mark Goughan, Deputy Mayor Jody R. Smith, David Martin, Hugh A. Kirkpatrick. Joan L. Theriault, Nicole L. Cote, and Thomas Ayer.

Dennis L. Marker, City Manager was present.

Douglas C. Morrell, Councilor-Elect was present.

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

The Mayor led the Pledge of Allegiance.

Item #1: 2020 Budget Discussion

The Mayor stated that members of the public may make comments during the Workshop by raising their hand to be recognized. Questions should be written down and submitted to the City Manager and Council will see that they are answered.

- The health insurance buyout was explained. The annual buyout is approximately \$2,600.
- Questions about streetlights and the anticipated savings from installation of LED streetlights – the City is still waiting on Emera Maine.
- Discussion as to how the Council wanted to precede, go line by line or give a target to be reached.
- Councilor Kirkpatrick reviewed a project, he has been working on much of 2019, concerning the 2013 to 2020 budgets for 3 departments - Fire & Ambulance, Police, and Public Works. He explained his four-slide presentation. (Exhibit A) His numbers show that in 2013, the three departments used 51% of the City's revenues and that increased to 75% in 2019. Councilor Kirkpatrick's presentation ended with a statement that the Manager and Department Heads have a lot of work to do.
- Discussion about air ambulance.
- Discussion as to the cost of a standalone fire department – The Chief reported that a study was done back in 2012, and it was estimated to be a million a year. There was questioning on the Council as to what are really the facts concerning standalone fire department costs.
- Where to go from here: The Mayor suggests that Council gives direction to the City Manager and then let management figure it out.
- The Mayor stated that Council has received information that it is costing approximately \$140 per person for fire and ambulance services for Caribou residents and that the City charges \$70 to \$75 per person to surrounding communities. He noted that its Caribou

is taking all the risk and probably the outside communities should be charged closer to \$160 a person.

Each Councilor was asked what they wanted:

Councilor Ayer: Need to do more with less. It needs to be done. The City needs to work within our means. We need to get this under control. The City should use 2019 numbers.

Councilor Kirkpatrick: A Budget, where expenses don't exceed 2019. A Budget, where Capital Investment doesn't exceed 2019. A Budget, which anticipates no mil rate increase in 2020 for the City. A Budget, where no one time revenue is needed.

Councilor Cote: Recommends looking at the 2019 Budget numbers.

Mayor: Noted four points from the 2018 Audit Summary, (1) less debt in the City than a year ago, (2) the City spent more money than we thought we were going to spend, (3) the City took in less money than we thought we would, and (4) the City is worth less than a year ago. The Mayor wants the management team to put together numbers using the 2019 Budget.

Councilor Smith: For management to bring back a Budget to Council to look at that doesn't exceed 2019 numbers.

Councilor Ayer: Stated that the mil rate will go up because of the school and county budgets.

Mayor: Noted it is anticipated that the City will receive approximately \$275,000 more in State Revenue Sharing.

Councilor Smith: Develop a Budget without one time money.

Councilor Martin: No way can a Budget stay the same without cutting programs and those decisions should be made by Council.

Councilor Theriault: Believes that it will be difficult to hold the Budget. She does believe that there are ways to cut expenses and increase revenues. She doesn't oppose the use of one time funds for certain items; such as, the River Road and damage to the Fire Station.

Resident Wilfred Martin stated that it is politics that is running the community.

The Mayor commented that it is the structure of the community and not the individual that is working within it that is being discussed. We need to dwell on solutions. He reminded everyone that the Mayor and Council has one employee and that person is the City Manager.

Someone from the audience praised Councilor Kirkpatrick for his presentation.

Discussion about the City's insurance buyout. The Manager stated that the City saves money when an employee takes the insurance buyout. There is 80-20 split between City and employee for health insurance costs.

A business owner stated that the departments have gotten larger as the population has gotten smaller. He commented that there needs to be creative out of the box thinking to supply the taxpayers of this community the services they are entitled to and not keep charging more money.

Council Consensus:

- 2020 Budget expenses doesn't exceed 2019
- 2020 Capital Budget doesn't exceed 2019
- Anticipate no mil rate increase for the City share in 2020
- No one time revenues anticipated needed for 2020

Motion made by J. Smith, seconded by H. Kirkpatrick, to adjourn the workshop at 7:07 p.m. (7 yes) So voted.

Upcoming Meeting Dates:

Regular City Council Meeting, Monday, November 25, 2019 at 6:00 p.m.

Regular City Council Meeting, Monday, December 9, 2019 at 6:00 p.m.

Jayne R. Farrin, Secretary

City of Caribou Historical Financial Results By Department

Dept(s)	Yr	40 Net Cost to Taxpayer	% of 10 Gen Gov	10 Gen Gov Rev	40 Rev	40 Exp	40 Capital	Status
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
40 Public Works	2013	(\$1,621,500)	28%	\$5,865,000	\$ 307,000	\$ 1,838,000	\$ 90,500	actual
	2014	(\$1,742,700)	28%	\$6,211,000	\$ 203,000	\$ 1,856,000	\$ 89,700	actual
	2015	(\$1,758,000)	28%	\$6,340,000	\$ 197,000	\$ 1,865,000	\$ 90,000	actual
	2016	(\$1,619,000)	26%	\$6,310,000	\$ 193,000	\$ 1,782,000	\$ 30,000	actual
	2017	(\$1,979,482)	30%	\$6,557,000	\$ 201,000	\$ 2,064,000	\$ 116,482	actual
	2018	(\$2,163,079)	32%	\$6,831,000	\$ 200,000	\$ 2,192,596	\$ 170,483	unaudited
	2019	(\$2,455,292)	35%	\$6,999,000	\$ 199,000	\$ 2,272,004	\$ 382,288	projected
	2020	(\$2,249,379)	31%	\$7,341,346	\$ 203,415	\$ 2,287,794	\$ 165,000	draft
7-yr difference		(\$834,000)			(\$108,000)	\$434,000	\$292,000	
7-yr % chg		51%			-35%	24%	323%	

City of Caribou Historical Financial Results By Department

Dept(s)	Yr	35 Net Cost to Taxpayer	% of 10 Gen Gov	10 Gen Gov Rev	35 Rev	35 Exp	35 Capital	Status
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
35 Police	2013	(\$1,135,347)	19%	\$5,865,000	\$ 54,400	\$ 1,141,000	\$ 48,747	actual
	2014	(\$1,168,852)	19%	\$6,211,000	\$ 57,500	\$ 1,180,000	\$ 46,352	actual
	2015	(\$1,232,678)	19%	\$6,340,000	\$ 50,400	\$ 1,234,000	\$ 49,078	actual
	2016	(\$1,323,645)	21%	\$6,310,000	\$ 37,400	\$ 1,313,000	\$ 48,045	actual
	2017	(\$1,439,044)	22%	\$6,557,000	\$ 61,200	\$ 1,446,000	\$ 54,244	actual
	2018	(\$1,549,736)	23%	\$6,831,000	\$ 63,300	\$ 1,553,146	\$ 59,890	unaudited
	2019	(\$1,648,859)	24%	\$6,999,000	\$ 112,000	\$ 1,701,891	\$ 58,968	projected
	2020	(\$1,660,800)	23%	\$7,341,346	\$ 111,920	\$ 1,710,220	\$ 62,500	draft
7-yr difference		(\$514,000)			\$58,000	\$561,000	\$10,000	
7-yr % chg		45%			107%	49%	21%	

City of Caribou Historical Financial Results By Department

Dept(s)	Yr	31 Net Cost to Taxpayer	% of 10 Gen Gov	10 Gen Gov Rev	31 Rev	31 Exp	31 Capital	Status
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(9)	(10)
31 Fire & Amb	2013	(\$257,053)	4.4%	\$5,865,237	\$ 1,914,645	\$ 2,049,847	\$ 121,851	actual
	2014	(\$445,377)	7.2%	\$6,211,275	\$ 1,955,670	\$ 2,162,522	\$ 238,525	actual
	2015	(\$465,996)	7.4%	\$6,339,916	\$ 2,002,084	\$ 2,218,176	\$ 249,904	actual
	2016	(\$566,017)	9.0%	\$6,310,195	\$ 1,861,316	\$ 2,298,050	\$ 129,283	actual
	2017	(\$718,967)	11.0%	\$6,556,664	\$ 1,859,576	\$ 2,286,801	\$ 291,742	actual
	2018	(\$947,475)	13.9%	\$6,830,540	\$ 1,459,777	\$ 2,168,194	\$ 239,058	unaudited
	2019	(\$1,137,313)	16.3%	\$6,998,781	\$ 1,409,503	\$ 2,326,021	\$ 220,795	projected
	2020	(\$959,756)	13.1%	\$7,341,346	\$ 1,698,575	\$ 2,372,736	\$ 285,595	draft
7-yr difference		(\$880,000)			(\$505,000)	\$276,000	\$99,000	
7-yr % chg		342%			-26%	13%	81%	

City of Caribou Historical Financial Results Fire & Amb, PW, PD

Dept(s)	Yr	31,40,35 Net Cost to Taxpayer	% of 10 Gen Gov	10 Gen Gov Rev	31,40,35 Rev	31,40,35 Exp	31,40,35 Capital	Status	CPI, previous yr	Budget Change vs CPI
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(9)	(10)	(11)	(12)
31,40,35	2013	(\$3,013,901)	51%	\$5,865,237	\$ 2,276,045	\$ 5,028,847	\$261,099	actual	1.7%	-
	2014	(\$3,356,929)	54%	\$6,211,275	\$ 2,216,170	\$ 5,198,522	\$374,577	actual	1.4%	3.7
	2015	(\$3,456,674)	55%	\$6,339,916	\$ 2,249,484	\$ 5,317,176	\$388,982	actual	0.7%	3.9
	2016	(\$3,508,662)	56%	\$6,310,195	\$ 2,091,716	\$ 5,393,050	\$207,328	actual	0.8%	3.6
	2017	(\$4,137,493)	63%	\$6,556,664	\$ 2,121,776	\$ 5,796,801	\$462,468	actual	1.9%	5.7
	2018	(\$4,660,290)	68%	\$6,830,540	\$ 1,723,077	\$ 5,913,936	\$469,431	unaudited	2.0%	6.4
	2019	(\$5,241,464)	75%	\$6,998,781	\$ 1,720,503	\$ 6,299,916	\$662,051	projected	2.0%	7.0
	2020	(\$4,869,935)	66%	\$7,341,346	\$ 2,013,910	\$ 6,370,750	\$513,095	draft	2.4%	4.8
7-yr difference		(\$2,228,000)		\$1,134,000	(\$556,000)	\$1,271,000	\$401,000			
7-yr % chg. (13)		74%			-24%	25%	154%			

Item #1: Roll Call

A Workshop meeting of the Caribou City Council was held 6:00 p.m. on Tuesday, January 7, 2020 in Council Chambers with the following members present: Mayor R. Mark Goughan, Deputy Mayor Thomas Ayer, Joan L. Theriault, Hugh A. Kirkpatrick, and Douglas C. Morrell. Nicole L. Cote and Jody R. Smith were absent and excused.

Dennis L. Marker, City Manager was present.

Department Managers and Staff: Penny Thompson (Tax Assessor), Kenneth G. Murchison (Zoning Administrator), and Christina Kane-Gibson (Events and Marketing).

The Mayor led the Pledge of Allegiance.

Item #2: Public Input

- Milo Haney spoke in favor of broadcasting Council meetings on television.
The City Manager stated that the television broadcasting issues were not on the City side, but rather a Spectrum issue.
Mr. Haney questioned why other communities can broadcast and Caribou can't.
There was a brief discussion about the franchise agreement, fees, and the City's PEG channel.
- Wilfred Martin asked if individuals could speak from their seat versus going to the microphone.
The Mayor stated "no".
Mr. Martin commented that Spectrum's contracts are not all the same. Mr. Martin stated that Spectrum should have a standard contract.
Per Mayor's request, the City Clerk will make him a notice to remind people to turn off cell phones.

Item #3: Workshop: Economic Development

a. Definition of Economic Development

The Mayor commented positively about the Department Heads' new "Good to Know" report as compared to the previous Directors' Report. He offered that there is more than one way of doing things. The Mayor carried this analogy to economic development and is the City happy with its current way of handling economic development which probably has been the same since Loring closed. He stated that he is not. The City needs to spend more time looking at the revenue side of the City's Budget and how to make that grow.

The City's Valuation: How do we grow that line on the City's Budget?

The Mayor gave a definition of economic development: The direct investment of time and money into increasing Caribou's taxable valuation.

The Mayor noted under this definition, Thursdays on Sweden isn't economic development but rather community development. He suggested that community development can turn into economic development. Under his definition, the Mayor considers the building of a garage by a homeowner as being economic development. He doesn't see it being economic development if a twenty-five year TIF is given for something that is built.

Dave Corriveau – stated that his is fine with that definition.

Paul Powers – stated he finds it to be a fine line between community and economic development.

The Mayor suggested that the City has a lot of community development projects and very few economic development projects.

Dave Corriveau noted that snowmobile trails are economic development because many individuals come to Caribou and purchase a second home as a base for snowmobiling.

Caribou doesn't have one individual with the title Economic Development Director. Currently the CEO and Events & Marketing Director handle aspects of economic development.

According to Mr. Powers, two Caribou businesses have closed since the first of the year. Further, twenty-five Caribou businesses could close in the next five years because there aren't any succession plans.

Throughout each month, City representatives are visiting businesses to see what their concerns are.

Councilor Morrell read a letter he wrote and was published in the Aroostook Republican in 2008. (Exhibit A)

Wilfred Martin stated that Caribou doesn't have economic stability and hasn't had it since Loring. He commented that the only industries that come and stay are those associated with farming and wood.

Dave Corriveau stated the economic development is a fulltime job.

Councilor Theriault commented that amenities attract people. The City needs to market itself as welcoming. Councilor Kirkpatrick commented about his own decision to return to Caribou and that he hasn't regretted it. Marketing needs to reach those individuals that want to return.

Jay Kamm questioned whether marketing is a function of the City Council. Council needs to work on the City's infrastructure and get that in place.

Councilor Ayer wonders how the City can keep people of his generation here. The City's "Certified Business Friendly" annoy him because he doesn't believe Caribou to be business

friendly. He noted the City's Chapter 13 is being rewritten to make it easier to do business here. He stressed the rewrite will be done this year.

Wilfred Martin disagreed with Councilor Ayer. He offered that Caribou is doing its best to be business friendly. He suggested that Caribou needs to "sell" to others what is already here in Caribou.

b. Blight and how it relates to Economic Development

The Mayor explained his reasons for wanting to focus the Council's time and energy on increasing the City's valuation through a blight free community. Last April a committee was formed, chaired by Paul Camping, to study blight. They researched, studied, and prepared a five step quick plan to fight blight. The Mayor offered that Caribou is going to follow that plan.

c. Members of the new Blight Working Group

The Mayor and Council are forming a Blight Commission that is to meet four times. The Commission is tasked to identify the tools that are necessary to fight blight; such as, ordinances and eminent domain.

Blight Commission Members:

Facilitator: City Manager Dennis Marker

Members: John Swanberg, Ken Murchison, Paul Camping, Penny Thompson, and Phil Cyr

They are tasked to complete and file a report in April.

The Mayor stated that a Land Bank is going to be created.

Caribou resident Wilfred Martin commented that Caribou already has the tools to fight blight.

d. Business Friendly with Caribou's Business Community

The Mayor wants to hold a ribbon cutting for County AG. Councilor Morrell suggested returning the \$100 the business has paid for a sign permit. In the future, the Mayor wants the City to look at the sign ordinance.

Item #4: Adjournment

Motion made T. Ayer, seconded by D. Morrell, to adjourn the meeting at 7:23 p.m.

Upcoming Meeting Dates:

Regular City Council Meeting, Monday, January 13, 2020 at 6:00 p.m.

Regular City Council Meeting, Monday, January 27, 2020 at 6:00 p.m.

Jayne R. Farrin, Secretary

Economic Development, What Does it Mean to You?

Here is what it means to me: *"The efforts put forward to induce, encourage, stimulate and support business growth within our community, which in return creates increased living standards"*. We all realize the driving force or backbone of any community is small business, and with business growth will come new housing starts, and new citizens, along with increased tax dollars.

Some folks feel that Caribou is now a bedroom community, and that's not necessarily a bad thing, but I personally have not given up on Caribou being a business community as well. Some folks feel that we are destined to be a government service center and maybe someday we might just be, but currently I still see Caribou as a viable business community. Government service centers are fine, but remember, they are at the mercy of the very government that put them into a community, and they can be plucked out as quickly as they were put here. Now I realize *"talk is cheap, it takes money to buy a jug"* and my jug money is invested right here in Caribou in the form of business.

So, when I sit through a budget workshop and the only budget the majority is willing to cut is the CCC&I, (*Caribou's economic development arm*) the very entity tasked with the thankless job of trying to expand the business base in Caribou, it leaves me to wonder if the majority understands business at all. Why would anyone with business common sense cut our only link that's dedicated to Caribou's business expansion and growth and not cut a dime of the cities' municipal departments annual budgets, the very budgets that create the majority of the tax burden in Caribou?

Now some feel that having wellness centers, children's museums, and performing arts centers are necessary in order to grow a community, but I personally disagree; these places complement a community, and are nice to have, but they don't pay the bills. If times were good and money was an abundant commodity within our community, then even I would say lets splurge a little on ourselves. But in my business eye I don't see an abundance of anything right now. Times are tough and I believe that it is going to get worse before we start to see better economic times again.

With that being said, I ask you, as prudent taxpayers, should we continue to splurge on the feel good community things, or should we redirect these types of expenditures into an all-out assault on economic development for the city of Caribou through our economic arm (CCC&I)? We are not going to get economic growth in these very competitive industries unless we fully fund it. Communities across the US are starving for economic growth. We, as a community, have to give people a reason to start a business in Caribou or to move an existing business here, and in my experience it is going to take a financial edge along with a simple and easy procedure in dealing with our city office. So where do you, the taxpayer, think our money is better spent: in more inflated municipal growth, or in the private sector thru business growth?

In closing, if you think that the "feel good things" are the way to grow the community, then I would encourage you to go to the Caribou high school and speak to the '08 graduating class and explain to them why they should stay here in Caribou. Is it because we have the "feel good amenities", or is it because we are a nice "bedroom community"? If we, as a community, cannot offer good jobs, decent pay, and health benefits for these or future graduates to stay here and start a family, a business, or build a home and grow, then they will naturally migrate to where they can get what they need.

Welder Doug Morrell
Caribou City Councilor

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



MEMO

TO: Caribou City Council Members
FROM: Dennis Marker, City Manager
RE: Spirit of America Award Selection
DATE: March 6, 2019

Discussion Item:

The Spirit of America Foundation is a 501(c)(3) public charity established in Augusta, ME in 1990 to honor volunteerism. The Spirit of America Foundation Tribute is presented in the name of Maine municipalities to local individuals, organizations and projects for commendable community service.

The City of Caribou participated in these recognition activities last year by nominating several individuals and businesses for recognition (see March 11, 2019 meeting minutes). It is proposed that the Council once again consider an individual or group for this special recognition in 2020. The selected persons can be recognized at a future Council meeting.

Information about the awards and foundation can be found at <https://spiroaft.com/gems/>



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

Application for an On-Premises License

All Questions Must Be Answered Completely. Please print legibly.

Division Use Only	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Payment Type:	
OK with SOS: Yes <input type="checkbox"/> No <input type="checkbox"/>	

Section I: Type of License, Status and Applicant Information

1. New license or renewal of existing license? ☐ New ☒ Renewal

If a renewal, please provide the following information:

Your current license expiration date: 2-29-2020

The dollar amount of gross income for the licensure period that will end on the expiration date above:

Food [REDACTED] Beer, Wine or Spirits: [REDACTED] Rest Rooms: N/A

2. Please indicate the type of alcoholic beverage to be sold: (check all that apply)

☒ Malt Liquor (beer) ☒ Wine ☒ Spirits

3. Indicate the type of license applying for: (choose only one)

- | | | |
|-------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|-------------------------------------------------------|
| <input type="checkbox"/> Restaurant
(Class I, II, III, IV) | <input checked="" type="checkbox"/> Class A Restaurant/Lounge
(Class XI) | <input type="checkbox"/> Class A Lounge
(Class X) |
| <input type="checkbox"/> Hotel
(Class I, II, III, IV) | <input type="checkbox"/> Hotel – Food Optional
(Class I-A) | <input type="checkbox"/> Bed & Breakfast
(Class V) |
| <input type="checkbox"/> Golf Course with auxiliary and mobile cart options
(Class I, II, III, IV) | | <input type="checkbox"/> Tavern
(Class IV) |
| <input type="checkbox"/> Qualified Caterer | <input type="checkbox"/> Self-Sponsored Events (Qualified Caterers Only) | |

☐ Other: _____

Refer to Section VI For Fee Schedule

4. If application is for a **new** license or the business is under new ownership, indicate starting date:

Section II: Licensee/Applicant(s) Information

Legal Business Entity Applicant Name (corporation, LLC):	Business Name (D/B/A): <u>Becharod's Grille</u>
Individual or Sole Proprietor Applicant Name(s): <u>Richard Becharod</u>	Physical Location: <u>30 Skyway DR Unit 300</u>
Individual or Sole Proprietor Applicant Name(s): <u>Sandy Becharod</u>	Mailing address, if different: <u>Caribou, ME, 04736</u>
Mailing address, if different from DBA address: <u>115 Glenn St. Caribou ME 04736</u>	Email Address: <u>sandybecharod@hotmail.com</u>
Telephone # Fax #: <u>207-496-3400</u>	Business Telephone # Fax #: <u>207-496-3400</u>
Federal Tax Identification Number: <u>46-5662728</u>	Maine Seller Certificate # or Sales Tax #: <u>1184023</u>
Federal Basic Permit Number:	Website address:

1. Business records are located at the following address:

30 Skyway DR. Unit 300 Caribou ME 04736

2. Is licensee/applicant(s) a business entity like a corporation or limited liability company?



☐ Yes ☒ No If Yes, complete Attachment 1 at the end of this application

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

If yes, please list license number, business name, and complete physical location address: (attach additional pages as needed using the same format)

Name of Business	License Number	Complete Physical Address

4. List name, date of birth, place of birth for all applicants including any manager(s) employed by the licensee/applicant. Provide maiden name, if married. (attach additional pages as needed using the same format)

Full Name	DOB	Place of Birth
<u>Richard Becharod</u>		<u>ine</u>
<u>Sandy Becharod</u>		<u>ine</u>



All Questions Must Be Answered Completely. Please print legibly.

Division Use Only	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Payment Type:	
OK with SOS: Yes <input type="checkbox"/> No <input type="checkbox"/>	

Legal Business Entity Applicant Name (corporation, LLC): <i>Mascoto's Italian Restaurant (LLC)</i>	Business Name (D/B/A):
Individual or Sole Proprietor Applicant Name(s): <i>Michelle Han</i> <small>Member (1)</small>	Physical Location: <i>6 Center Street</i>
Individual or Sole Proprietor Applicant Name(s): <i>Scott Doolley</i> <small>Member (2)</small>	Mailing address, if different: <i>P.O. Box 102</i>
Mailing address, if different from DBA address: <i>P.O. Box 102</i>	Email Address: <i>mascotos1@gmail.com</i>
Telephone # Fax #: <i>(207) 492-2426 (207) 492-2430</i>	Business Telephone # Fax #: <i>(207) 492-2422 (207) 492-2430</i>
Federal Tax Identification Number: <i>82-3081324</i>	Maine Seller Certificate # or Sales Tax #: <i>1188033</i>
Retail Beverage Alcohol Dealers Permit:	Website address:

1. New license or renewal of existing license? ☐ New ☒ Renewal

If a renewal, please provide the following information:

Your current license expiration date: CAR - 2018 - 10831

The dollar amount of gross income for the licensure period that will end on the expiration date above:

Food: _____ Beer, Wine or Spirits: _____ Rest Rooms: N/A

2. Please indicate the type of alcoholic beverage to be sold: (check all that apply)

☒ Malt Liquor (beer) ☒ Wine ☒ Spirits

3. Indicate the type of license applying for: (choose only one)

- ☒ Restaurant (Class I, II, III, IV) ☐ Class A Restaurant/Lounge (Class XI) ☐ Class A Lounge (Class X)
- ☐ Hotel (Class I, II, III, IV) ☐ Hotel – Food Optional (Class I-A) ☐ Bed & Breakfast (Class V)
- ☐ Golf Course with auxiliary and mobile cart options (Class I, II, III, IV) ☐ Tavern (Class IV)
- ☐ Qualified Caterer ☐ Self-Sponsored Events (Qualified Caterers Only)
- ☐ Other: _____

Refer to Section V for the License Fee Schedule

4. If application is for a **new** license or the business is under new ownership, indicate starting date:

5. Business records are located at the following address:

Le Center Street

6. Is licensee/applicant(s) a business entity like a corporation or limited liability company?

☒ Yes ☐ No If Yes, complete Section VII at the end of this application

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

If yes, please list license number, business name, and complete physical location address: (attach additional pages as needed using the same format)

Name of Business	License Number	Complete Physical Address

**OFFICE OF THE CLERK
25 HIGH STREET
CARIBOU, MAINE 04736**

TO: Caribou City Council

FROM: Jayne R. Farrin, City Clerk

DATE: January 16, 2020

RE: 03-03-2020 Presidential Preference Primary and State Referendum Election

There are two items that need Council action prior to the March 3, 2020 Presidential Preference Primary and State Referendum Election.

1. Approve an 8:00 a.m. opening time for the March 3, 2020 Presidential Preference Primary and State Referendum Election.
2. Appointment of Jayne R. Farrin as Election Warden and Danielle M. McLaughlin and Cherie Garman as Deputy Election Wardens for the March 3, 2020 Presidential Preference Primary and State Referendum Election.

CARIBOU ADMINISTRATION
25 HIGH STREET
CARIBOU, ME. 04736



MEMO

TO: Caribou City Council Members
FROM: Dennis Marker, City Manager
RE: Rainy Day Funds
DATE: August 9, 2019

DISCUSSION ONLY ITEM

Mayor Goughan requested that information be presented to the City Council regarding a “rainy day fund” for the city.

The city does not currently have a designated rainy-day fund.

Under Maine Revised Statute Title 30-A, Part 2 §5801, cities can create a “**Credit reserve account**”, which “may be applied in periods of financial emergency to assist in continuing its normal operation without increasing the tax rate.”

To create such a fund, the City can either

- appropriate funds directly (i.e. build funds into the budget). Annual appropriations “may not exceed 5% of the current tax commitment” (in 2020 that would mean \$502,200). OR
- transfer unencumbered surplus funds to it at the end of any fiscal year. Historically, all unencumbered funds have been rolled into the general fund balance and used to offset future tax increases.

State law does not currently cap how much money can be held in these types of accounts.

Use of the credit reserve account funds is predicated solely on the municipal legislative body determination that a “financial emergency exists”(MRS §5801.3.B).

The Council discussed using one-time funds from Aroostook Waste Solutions (AWS) to create a rainy-day fund. At the end of 2019, there was \$213,163 remaining from the 2019 AWS payment. An additional \$324,082 was received from AWS for the 2020 obligation (See Agenda item 7e) with another allotment to be received January 2021.

Recommendation

If the Council desires to create a Credit Reserve Account then a motion needs to be made to name the account, state the amount of money to be placed in the account and from what source the funds are to be derived. Since the budget for 2020 has already been adopted, the Council cannot increase budget expenses to fund this account. Funding must come from currently unencumbered funds (e.g. AWS funds) or surplus funds from 2019 (see Agenda item 7f).

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



MEMO

TO: Caribou City Council Members
FROM: Dennis Marker, City Manager
RE: AWS Payment of \$324,000
DATE: January 17, 2020

Discussion and Possible Action Item:

Aroostook Waste Solutions delivered a check for \$324,082 to Caribou on January 17th. These funds are a 2nd of three payments which will come to Caribou as a result of Presque Isle's merger with Tri-Community Landfill, of which Caribou is a part owner. At this time, these funds are not designated for any particular use (i.e. they are unencumbered) and the Council may designate where these funds will be utilized within the 2020 budget or as reserves. The following are a list of options for the Council to consider:

- Placement in a Credit Reserve account for future emergency purposes,
- Investment of funds (current CD rates are around 3%), or
- Use of funds to offset landfill costs.

There are many options for the Council to consider. Until the Council chooses their preferred option, the funds will be placed in the Tri-Community/AWS reserve account (G 1-494-00) with the remaining merger funds received in 2019.

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



MEMO

TO: Caribou City Council Members
FROM: Dennis Marker, City Manager
RE: Resolution 01-01-2020 2019, Year End Encumbrances
DATE: January 22, 2020

Discussion and Possible Action Item:

The Year-end close out process for the 2019 budget is nearly complete. A report from the Finance Director, Carl Grant, indicates that revenues were \$156,521 more than anticipated and expenses were \$202,263 less than anticipated.

Regarding the excess revenues, the Charter provides the following direction:

“Any revenues in excess of those estimated in the budget . . . *shall* be used for next year’s budget.” (Section §5.09(a) emphasis added)

Regarding the unused expense funds, the Charter says:

“Every appropriation, except an appropriation for a capital expenditure, shall lapse at the close of the fiscal year to the extent that it has not been expended or encumbered.”
(Section §5.10)

Based on the above Charter provisions Administration is recommending the following:

- 1) That the additional revenues, \$156,521, be reserved to offset the budget in 2021 as provided in Section 5.09(a) of the Charter.
- 2) That \$112,700 of unused expense funds be encumbered to reserve accounts for the respective departments where the savings are attributed (See Exhibit A on next page). Use of the funds from those reserves would be made in accordance with the Council approved Capital expense budget for 2020.
- 3) That \$30,000 be reserved toward uncollectible personal property taxes (i.e. accounts that are more than 6 years old and no court decision has been made in city’s favor for their collection).
- 4) That the remaining \$59,563 of additional unused expense funds be 1) encumbered to the city’s Credit Reserve account for future designation of use by the City Council or 2) placed in general reserves to offset the budget in 2021.

The Council may choose to alter the amounts and type of encumbrances for these funds. We ask that the Council make a decision at the upcoming meeting so that administration can close the 2019 books. The City Charter requires any action in this regard to be done by resolution of the City Council and thus Resolution 01-01-2020 has been drafted.

Exhibit A

All revenues exceeding that projected for the 2019 budget, i.e. \$156,521, will be placed in general city reserves to offset the 2021 budget in accordance with City Charter §5.09(a).

Unencumbered expenses, totaling \$202,263, will encumbered as follows:

Account(s) From	Account To	Amount	Purpose
Econ Façade Grant. 11-01-411-01	Façade Grant Reserve G 1-374-04	\$12,000*	Build Reserve for downtown business enhancement funds *These funds are tied to TIF programs and cannot be transferred to a Credit Reserve. They must remain in State approved programs.
Tax Asses Computers 22-01-051-01	Tax Assess Reserve G 1-371-02	\$1,086	New CAD quality computer for quarterly assessing work.
Housing Equipment 24-01-003-12	Housing Reserve G 3-409-00	\$2,000	Field Inspection Tablets
Public Works Health Insurance 40-01-018-01	River Road Maintenance G 1-370-09	\$50,000	Applying these funds will bring River Road Project up to a negative \$6,076 balance.
PW Crushed Stone and asphalt 40-01-118-01 40-01-121-01	Street Maintenance Reserve G 1-370-04	\$43,000	Funds not used for chip seal purposes in 2019, will be used for asphalt overlays in 2020
PW Sidewalks 40-01-124-01	Curbing Reserve G 1-370-05	\$2,000	Reserve funds for curbing and sidewalk repairs
Rec Program Equipment 50-01-138-06	Rec Center Improvement Reserves G 1-365-02	\$1,714	Offset costs of new camera system in 2020 Capital Budget
Cemetery Expenses 65-01-166-01	Civic Beautification Reserve G 1-365-19	\$900	Anticipated late bill for Grime Cemetery work
Total Newly Encumbered Funds to Reserves		\$112,700	

\$30,000 of non-department specific, unencumbered funds shall be reserved toward uncollectible personal property taxes which are more than 6 years old.

The remaining unexpended funds, \$59,563, will be

_____ Placed in a Credit Reserve account for Council designated emergency purposes

_____ Placed in general city reserves to offset the 2021 budget

Resolution 01-01-2020

**A Resolution of the Caribou City Council
encumbering unexpended funds within the 2019 Budget.**

WHEREAS, The City Administration has found unencumbered appropriation balances within the 2019 budget as part of the year-end closeout process, and

WHEREAS, The City Manager has provided a written request for the City Council to transfer such unencumbered funds to city reserves in order to better the city's financial strength in the 2020 budget year, and

WHEREAS, The Caribou City Council desires to utilize unencumbered funds in a reasonable way to provide benefit for the taxpayers of the City.

NOW THEREFORE BE IT RESOLVED, That the Caribou City Council approves the transfer of unencumbered 2019 funds as provided in the attached Exhibit A.

The resolution was duly passed and approved by a majority of the City Council of the City of Caribou this 27th day of January 2020.

R. Mark Goughan, Mayor

Thomas Ayer, Deputy Mayor

Jody Smith, Councilor

Nicole Cote, Councilor

Hugh Kirkpatrick, Councilor

Doug Morrell, Councilor

Joan Theriault, Councilor

Attest: Jayne Farrin, City Clerk

**AMENDMENT AND EXTENSION OF
CREDIT ENHANCEMENT AGREEMENT**

AMENDMENT AND EXTENSION made this ____ day of February, 2019 to a certain CREDIT ENHANCEMENT AGREEMENT dated February 28, 2005, between the **City of Caribou**, a municipal body corporate and politic and a political subdivision of the State of Maine (herein the “City”) and **Caribou Management Company, LLC**, a/k/a Caribou Management, LLC, a limited liability company duly organized and existing under the laws of the State of Maine, with a place of business in Caribou, Maine (herein the “Company”).

WITNESSETH THAT:

WHEREAS, the City designated the Caribou Skyway Plaza Development District and Tax Increment Financing District pursuant to Title 30-A M.R.S.A. Section 167, by vote at a City Council Meeting duly noticed and held on September 12, 2005; and

WHEREAS, on March 13, 2006, the City designated and approved the Downtown Tax Increment Financing District and Development Program (the “Downtown TIF District”) which District includes and incorporates therein the Skyway Plaza property owned by Caribou Management Company, LLC as described in the Caribou Skyway Plaza Development District; and

WHEREAS, the City of Caribou Downtown TIF District and Development Program was approved by the State of Maine, Department of Economic and Community Development (“Maine DECD”); and

WHEREAS, in furtherance of the Downtown Development Program, the City and Caribou Management Company, LLC entered into a Credit Enhancement Agreement dated February 28, 2005 for a term of fifteen (15) years which Agreement was reviewed and approved by the Maine DECD; and

WHEREAS, the Credit Enhancement Agreement expires March, 2021; and

WHEREAS, Caribou Management Company, LLC is negotiating a fifteen (15) year extension of the Lease with the State of Maine, Bureau of General Services for the DHHS office building located at the Skyway Plaza; and

WHEREAS, Caribou Management Company, LLC has requested a fifteen (15) year extension of the Credit Enhancement Agreement in order to continue to offer a low rental rate which meets the requirements of the State of Maine; and

WHEREAS, the City has agreed to the extension on the terms set forth herein.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. Extension of Term

The Credit Enhancement Agreement dated February 28, 2005 between the City of Caribou and Caribou Management Company, LLC (the "CEA") is extended for an additional term of fifteen (15) years. The extended term shall commence April, 2021 and shall expire on March, 2036 unless earlier terminated in accordance with the provisions of the CEA.

2. Use of Tax Increment Revenues During the Extended Term

Caribou Management Company, LLC covenants, warrants and agrees that 100% of the funds to be received by Company pursuant to and during the extended term of the CEA will be applied to reduce the lease payments charged to the State of Maine, Bureau of General Services for the offices of DHHS at the Skyway Plaza in Caribou, Maine and that amount of such reduction is and will be reflected in the rental amounts recited in the new/extended Lease with the State of Maine;

3. All Other Terms Remain in Effect.

All other terms and conditions set forth in the CEA remain in full force and effect.

4. Extension Subject to Approval

This Amendment and Extension of the Credit Enhancement Agreement is conditioned upon review and approval of the State of Maine, Department of Economic & Community Development.

5. Counterparts.

This Amendment and Extension may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

6. Integration.

This Amendment supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the City and the Company relating to the specific subject matter of this Amendment and Extension and the transactions contemplated hereby.

IN WITNESS WHEREOF, the City and the Company have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

CITY OF CARIBOU

Witness

By _____
Dennis L. Marker
Caribou City Manager

CARIBOU MANAGEMENT COMPANY,
LLC

Witness

By _____
Daniel Rosenberg, President

EMERA Requested
Easement Location

City Acquired in
2019 by Tax
Foreclosure

City Acquired in
2019 by Tax
Foreclosure

© 2019 Google

RECORD AND RETURN TO:
Emera Maine
Attn: Felicia O’Clair
P.O. Box 1209
Presque Isle, ME 04769-1209

AERIAL EASEMENT

THE CITY OF CARIBOU, a body corporate and politic having a place of business at 25 High St., City of Caribou, County of Aroostook, State of Maine (the “Grantor”) being the owner by foreclosure of certain lands located in the City of Caribou, County of Aroostook, State of Maine, and described as follows:

Being the same premises conveyed by Algonquin Northern Maine Gen Co. to Merlin One, LLC herein by a Quitclaim Deed with Covenant dated July 31, 2013 and recorded at the Southern Aroostook Registry of Deeds in Book 5219, Page 36; Reference is made to Tax Lien Certificates recorded by The City of Caribou in said Registry of Deeds in Book 5774, Page 265 and Book 5893, Page 242, in conjunction with a Notice of Impending Automatic Foreclosure dated October 11, 2019;

for consideration paid, grants to EMERA MAINE, a Maine corporation having a place of business at 970 Illinois Avenue, Bangor, Maine (the “Grantee”), its successors and assigns forever, the rights, privileges and easements to construct, maintain, operate and upgrade from time to time on said lands, for utility purposes, SO MUCH OF a line consisting of poles, anchors and wires with the necessary fixtures and supports, beginning at an existing pole, numbered 21760 located on the easterly side of the so called Lower Lyndon St. and west of the Aroostook River, thence southwesterly 110 feet, more or less to an existing utility pole now numbered 311585 on the Emera Maine GIS system, being a part of a three pole transmission structure within an existing easement, thence southwesterly 185 feet, more or less to an existing utility pole now numbered 71486 located on the easterly side of a gravel drive, said pole is to be replaced in place, said pole shall have an anchor attached with a guy lead of 15 feet in a westerly direction, with the right to transmit electricity and intelligence over said line, and to clear and dispose of interfering trees and other growth from time to time, with permission to enter upon the said lands for the above purposes; further granting to said Emera Maine, its successors and assigns, the power to assign to others, in whole or in part, any or all of the rights, privileges and easements herein set forth.

The Grantor, for itself and its successors and assigns, covenants and agrees to and with the Grantee, its successors and assigns, that it will not erect or maintain or permit the erection or maintenance of any building, trailer, mobile home, swimming pool, or other structure, of any kind or nature, within 15 feet of said line, any or all of which in the opinion of the Grantee, its successors and assigns, would endanger or interfere with the exercise of any of the rights, privileges and easements hereby conveyed.

IN WITNESS WHEREOF, _____ has caused this instrument to be acknowledged by its duly authorized representative of the CITY OF CARIBOU, this _____ day of _____, 2020.

By: _____
print name:
title:

STATE OF MAINE

County of Aroostook ss: _____, 2020

Personally appeared the above-named _____ and acknowledged the foregoing instrument to be (his/her) free act and deed, in (his/her) aforesaid capacity, and the free act and deed of the CITY OF CARIBOU.

Before me,

Notary Public

Print Name of Notary: _____

OPTION FOR THE LEASE OF LAND

This Option for the Lease of land (“Option Agreement”) is entered into as of January ___, 2020 (the “Effective Date”), by and between SynerGen Solar, LLC, a Maryland limited liability company with an address of 600 Reisterstown Road, Suite 310, Pikesville, MD 21208, (together with its subsidiaries and affiliates, “Grantee”) and the City of Caribou, a city in Aroostook County, Maine, with an address of 25 High Street, Caribou, ME 04736 (“Owner”). Each of Owner and Grantee individually referred to herein as a “Party” or collectively as the “Parties”.

RECITALS

1. Grantee is a developer, owner and/or operator of commercial solar photovoltaic (“PV”) energy generation, either directly or through an affiliated entity.
2. Owner is the owner of one (1) parcel of land, comprising approximately 96+/- acres of land *in toto*, as more fully described on Exhibit A (the “Property”).
3. Grantee wishes to lease approximately 30 acres of the Property as depicted on Exhibit B, together with all appurtenant rights and easements (the “Premises”).
3. Grantee may elect to lease the Premises and to construct and operate a solar (PV) energy generation facility (the “Project”) on the Premises if Grantee’s assessment of the feasibility of interconnecting, constructing and operating such a project is favorable, in Grantee’s sole discretion.
4. Grantee wishes to acquire an option to preserve its opportunity to lease the Premises, and Owner wishes to grant Grantee such an option.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises set forth below, and other good and valuable consideration, the adequacy and receipt of which is acknowledged, Grantee and Owner agree as follows:

AGREEMENT

1. Grant of Option. Owner hereby grants and conveys to Grantee the exclusive right and option (the “Option”) to lease the Premises in accordance with the terms and conditions set forth in the Site Lease Agreement (the “Lease Agreement”), such Lease Agreement to be attached as an amendment to Exhibit C of this Option Agreement within twelve (12) months of the Effective Date and to contain terms substantially equivalent to the terms contained within this Option Agreement. Owner may not enter into any option, lease, easement, purchase agreement or other agreement affecting the Premises with any party other than Grantee during the Option Period, as set forth in Section 3, below. The Parties shall hereby agree to enter into a memorandum of lease option for recording in the property records.

2. Lease Rate. Owner and Grantee agree to an annual lease rate of Fifteen Thousand Dollars (\$15,000) for the Premises, with a term of Twenty (20) years. Grantee may extend the term of the lease for four (4) additional periods of Five (5) years each by providing Ninety (90) days' advance notice to Owner.
3. Option Period. The term of the Option granted by Owner to Grantee in paragraph 1 shall commence upon the Effective Date and continue for a period of Twelve (12) Months after the Effective Date, unless exercised, extended or terminated prior to that date (the "Option Period"). Grantee may elect to extend the Option Period one time for an additional Twelve (12) months.
4. Fees. In consideration of the rights granted to Grantee in Section 3 and elsewhere in this Option Agreement, Grantee shall pay Owner Two Thousand Five Hundred dollars (\$2500.00) (the "Option Fee"). Option Fee is due and payable within five (5) business days of the Effective Date.
5. Exercise of Option. Grantee may exercise this Option at any time during the Option Period by delivery of written notice to Owner at the address and in the manner set forth in Section 12A, below.
6. Access During Option Period. Owner agrees to allow Grantee's employees, agents, contractors or subcontractors to enter the Property for the purpose of evaluating the Premises for use for the Project. Grantee shall indemnify and hold Owner harmless from and against any and all liability for personal injuries (including death) or property damage caused by Grantee during the Option Period. With respect to any damage to the Property that may be caused by Grantee during the Option Period, Grantee, at no cost or expense to Owner, shall repair such damage and leave the Property in the condition that existed, ordinary wear and tear excepted, prior to any damage thereto caused by Grantee during the Option Period. Grantee understands that the Property is a former landfill and that the Project and any related lease obligation is subject to approval by the State of Maine's Department of Environmental Protection. Grantee further understands that the landfill cap may not be penetrated at any point in time during the Option Period or lease term (as described in Section 2), and represents that the Project will be studied, designed, constructed and maintained in a way such that the integrity of the cap will not be compromised by the Project.
7. Grantee's Maintenance Responsibility Under Lease. After execution of a lease agreement and Project construction, Grantee will install at its cost and expense a fence around the perimeter of the Premises together with installation of one or more locking gates. Grantee shall maintain the fencing and gates in good condition and repair at its expense during the term of the lease. Grantee shall, at its expense, be responsible for the security and protection of the Premises, including semiannual mowing of the Premises.
8. Warranty as to Ownership. Owner warrants and represents to Grantee that Owner is the sole owner of the Property in fee simple and each person or entity signing the Option

Agreement has the full and unrestricted authority to execute and deliver this Option Agreement and to grant the rights granted herein. When signed by Owner, this Option Agreement constitutes a valid and binding agreement enforceable against Owner in accordance with its terms. There are no encumbrances or liens against the Property that would prevent or interfere with Grantee's rights under this Option Agreement except as disclosed by Owner to Grantee.

9. Default; Termination. An event of default under this Option Agreement shall have occurred upon any breach by either Party of any material obligation of this Option Agreement and, if that failure to perform or breach is curable, failure of the breaching Party to cure the breach within fifteen (15) days of receipt of written notice of the breach from the non-breaching Party.

Upon the occurrence of an event of default, the non-breaching Party shall be entitled to terminate this Option Agreement by delivery of written notice of termination to the breaching Party. Grantee may also terminate this Option Agreement at any time without occurrence of a default upon delivery of ten (10) days prior written notice of termination.

10. Nature of Interests. This Option Agreement is intended to create and effect a valid and present interest in the Premises in favor of Grantee. The burdens of the easements, leases and all other rights granted to Grantee in this Option Agreement shall run with and against the Premises and shall be a charge and burden on the Premises and shall be binding upon and against Owner and its successors, assigns, permittees, licensees, lessees, employees and agents. The Option Agreement and the Lease Agreement shall inure to the benefit of Grantee and its successors, assigns, permittees, licensees and lessees. Owner covenants and agrees that during the Option Period, Owner shall not convey the Premises or any interest in the Premises or to allow any mortgage, lien or encumbrance to be created in or attach to the Premises.

11. Assignment. Grantee may assign, transfer or convey its interests in this Option Agreement without Owner's consent only to an entity created for the specific purpose of pursuing the Project described above or to an entity that, directly or indirectly, controls or is controlled by or is under common control with Grantee, provided that any such assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to Grantee pursuant to this Option Agreement. Except to this extent, Grantee may not assign any of its interests in this Option Agreement without the express prior written approval of Owner, which approval shall not be unreasonably withheld, conditioned or delayed, and any purported assignment without such approval shall be void.

12. Specific Performance. The Owner acknowledges and agrees that should Owner breach any of its obligations hereunder or otherwise fail to permit Grantee to exercise any of the rights and privileges granted herein, Grantee shall have the right to seek specific performance of this Option Agreement. In that event, Owner agrees that Grantee has no adequate remedy at law.

13. Miscellaneous.

A. Notice

Notice, consents or other documents required or permitted by this Option Agreement shall be effective upon receipt, and shall be sent by any of the following methods: hand delivery; reputable overnight courier; or certified mail, return receipt requested and shall be sent to the respective Parties as follows:

To Owner: City of Caribou
25 High Street
Caribou, ME 04736
Attention: City Manager

To Grantee: SynerGen Solar, LLC
600 Reisterstown Road, Suite 310
Pikesville, MD 21208
Attention: Hillel Halberstam

B. No Third-Party Beneficiaries

No provision of this Option Agreement is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Option Agreement, or of any one or more of the terms of this Option Agreement or otherwise give rise to any cause of action in any person not a party to this Option Agreement.

C. Entire Agreement

It is mutually understood and agreed that this Option Agreement, including all Exhibits and attachments hereto, constitutes the entire agreement between Owner and Grantee relating to the subject matter hereof and supersedes and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Option Agreement. This Option Agreement may not be amended except in writing executed by both Parties.

D. Governing Law

The Option Agreement shall be interpreted in accordance with, and shall be governed by, the laws of the state of Maine.

E. Cooperation

Each of the Parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Option Agreement and to fulfill the obligations of the respective Parties.

F. Waiver

Neither Party shall be deemed to have waived any provision of this Option Agreement or any remedy available to it unless such waiver is in writing and signed by the Party against whom the waiver would operate. Any waiver at any time by either Party of its rights with respect to any rights arising in connection with this Option Agreement shall not be deemed a waiver with respect to any subsequent or other matter.

G. No Representation

Grantee makes no representation or warranty as to the likelihood that it will exercise the Option or the suitability of the Premises for development of solar energy conversion facilities.

H. Relationship of Parties

The duties, obligations and liabilities of each of the Parties are intended to be several and not joint or collective. This Option Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between the Parties or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. Neither of the Parties shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other Party.

I. Counterparts

This Option Agreement may be executed in one or more counterparts and by the Parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

*[The remainder of this page has been intentionally left blank.
Signatures appear on next page]*

IN WITNESS WHEREOF, the Parties have executed this Option Agreement as of the Effective Date.

CITY OF CARIBOU, MAINE

By: _____

Name: Dennis L. Marker

Title: City Manager

SYNERGEN SOLAR, LLC

By: _____

Name: Hillel Halberstam

Title: Managing Member

EXHIBIT A

DESCRIPTION OF PROPERTY

The following described real estate situated in THE CITY OF CARIBOU, a body corporate and politic, located in the County of Aroostook and State of Maine (mailing address: 25 High Street, Caribou, Maine 04736), in that part of said Caribou formerly "I" Township, to wit:

Lot numbered Sixty-five (65) containing in said original lot one hundred fifty-six and 57/100 (156.57) acres, more or less, excepting and reserving that part of said premises which was conveyed by Appleton and others to the Bangor & Aroostook Railroad Company containing ten (10) acres, more or less, and also excepting the east part of Lot numbered Sixty-five (65) which was conveyed to Peter B. Cyr and described as follows: beginning at the northeast corner of said Lot Sixty-five (65), thence south by the east line of said Lot twenty-six and 35/100 (26.35) chains to the southeast corner; thence west by the south line eighteen and 98/100 (18.98) chains to a cedar post; thence 18 degrees and 25 minutes east twenty-six and 35/100 (26.35) chains to the north line; thence east by the north line eighteen and 98/100 (18.98) chains, more or less, to the place of beginning, containing fifty (50) acres, more or less.

Also hereby conveying the right to pass and repass in common with C. H. Carlson, his heirs and assigns, on foot and with teams on and over a strip of land one (1) rod in width commencing at the northeast corner of Lot number Sixty-six (66) in that part of said Caribou which was formerly "I" Township and running westerly along the north line of said lot as far as the land owned by the Bangor & Aroostook Railroad Company; thence commencing at the west line of the Railroad Company aforesaid at the point nearest to the railroad crossing and running therefrom directly west to the Ogren Road so-called. Said right of way shall forever remain of the same dimensions, subject to gates and bars. Reserving the right to place gates or bars wherever James N. Sawyer of Caribou, his heirs and assigns, may find it convenient or necessary across the said right of way. Said Sawyer may also drive cattle or other beasts over said right of way, and way make the same passable, and repair the same at his own pleasure.

Henry Morrell or his heirs shall have the right to farm any portion of the tillageable land, but shall not in any way interfere with the workings or the functions of the "City of Caribou".

Being the same premises conveyed to Joseph B. Robertson and Jeffrey J. Robertson as Joint Tenants by Quitclaim Deed of The City of Caribou dated July 2, 1984, and recorded in the Southern District of the Aroostook Registry of Deeds in Vol. 1743, Page 307; said Joseph B. Robertson having died intestate on August 27, 1990.

Said premises being further described as Lot 30 on Map 16 of City of Caribou Property Tax Maps.

EXHIBIT B

DEPICTION OF LAND

[To be attached in future Amendment]

EXHIBIT C

SITE LEASE AGREEMENT

[To be attached in future Amendment]

LEASE AGREEMENT

LEASE made this ____, day of January 2020, by and between **City of Caribou**, a body corporate and politic with a mailing address of 25 High Street, Caribou, ME 04736 (hereafter “Lessor”), and **Matthew Lajeunesse and Kurt Margeson**, with a mailing address of 755 Westmanland Rd, Westmanland, ME 04783 (hereafter “Lessees”).

IN CONSIDERATION of the mutual covenants contained herein, the parties agree as follows:

1.0 Description of the Premises

Lessor leases to Lessees and Lessees hire and take from Lessor approximately 2,000 square foot of the 35,000 square foot building and parking lot located at 60 Access Highway, Caribou, Maine (hereafter “Premises”). The Premises is further illustrated as Exhibit A, attached hereto.

2.0 Security Deposit

No security deposit is due under this Lease.

3.0 Rent

The rent for the Premises during the initial term of the Lease is **\$2.50 per square foot** (approximately \$5,000 per year) payable in a single installment on or before **January 28, 2020**. Rent shall also include monthly payment of electrical costs outlined in section 8.0 below. The rent during any renewal term shall be subject to adjustment as provided herein.

4.0 Term

The initial term of this Lease shall be for a period of six months, beginning on **January 28, 2020** and terminating on **July 31, 2020**. The term of the lease may be extended for additional 1-year terms upon the written mutual agreement of both parties.

5.0 Use of Premises

The premises are to be used only for an office, storage, woodworking, millwork, and related activities and Lessees shall restrict its use to such purposes without the prior written consent of Lessor.

6.0 Restrictions on Use

Lessees shall not use the premises in any manner that will increase risks covered by insurance on the premises and result in an increase in the rate of insurance or a cancellation of any insurance policy. Lessees shall not keep, use, or sell anything prohibited by any policy of fire insurance covering the premises, and shall comply with all requirements of the insurers applicable to the premises necessary to keep in force the fire and liability insurance. Lessees shall not allow uses of any unlawful purpose as dictated by the federal, state or local laws.

Lessees acknowledge that they will be occupying space which may be unsecured from other tenants in the building and that Lessees' use of the premises or common areas is not permitted to impede, constrict, or negatively impact the rightful use of the property by other tenants already in the building.

7.0 Waste, Nuisance

Lessees shall be responsible for disposal of all waste and materials which may be generated or be a bi-product of Lessees' business operations. Furthermore, Lessee shall not allow for the accumulation of waste or materials which may cause a nuisance within the Premises or to other tenants in the building due to odor, sight, infestation, deposition, pollution or discharge.

8.0 Utilities

Lessees shall be responsible for and shall pay for all utilities for the Premises, including telephone service, heat, water, sewer and garbage removal. Lessees will pay a proportionate amount of the total electricity costs for the building based on Premises area. Lessor will bill Lessees under separate invoice for electricity amounts owed.

9.0 Repairs and Maintenance

Lessees shall be responsible for maintenance and repair in and around the Premises, which shall include but not be limited to the following:

- plumbing, heating system, roof and outside walls and windows and keep it in good repair at Lessees's expense.
- replacement of any worn out or broken lights and all interior maintenance.
- Replacement of any worn out or broken locks which are specific to the Lease Area. If any locks are changed, Lessees will provide copies of keys to the Lessor.

10.0 Delivery, Accept and Surrender of Premises

Lessor represents that the premises are in fit condition for use by Lessees. Lessees shall surrender the premises at the end of the Lease term, or any renewal thereof, in the same condition as when Lessees took possession, allowing for reasonable use and wear, and damage by acts of God, including fires and storms. Lessees shall be obligated to clean the premises upon vacating the premises at the expiration of the term of this Lease and adhere to all applicable Federal, State and Local standards.

11.0 Partial/Total Destruction

If the premises shall be partially damaged by fire or other casualty which is insured, but not rendered untenable, the same shall be repaired with due diligence by the Lessor, at its expense. If the damage shall be so extensive as to render the premises unfit for use by Lessees, the rent shall be proportionately paid up to the time of such damage, and shall, from thenceforth, cease until such time as the premises shall be put in good order. If the Lessor shall not elect within thirty (30) days after such damage to rebuild or restore the same premises, then this Lease shall forthwith terminate. In the event of the total destruction of the premises by fire or other casualty, this Lease shall cease and come to an end and the Lessees shall be liable for rent only up to the time of such destruction. The Lessees shall be entitled to receive a pro-rata refund of

any advance rent paid by it for the rent period during which the leased premises were wholly or partially destroyed.

12.0 Entry on Premises by Lessor

Lessor reserves the right to enter on the premises at reasonable times to inspect the property or make additions, alterations, or modifications to any part of the building in which the premises are located, and Lessees shall permit Lessor to do so. Lessor may erect scaffolding, fences, and similar structures, post relevant notices, and place moveable equipment in connection with making alterations, additions, or repairs, all without incurring liability to Lessees for disturbance of quiet enjoyment of the premises, or loss of occupation thereof. Lessor shall give Lessees reasonable notice of Lessor's intention to enter the premises.

13.0 Alterations

Lessees shall make no alterations to the building or grounds without the prior written consent of the Lessor. No locks shall be installed or changed except with the written permission of the Lessor.

14.0 Taxes

Lessees shall be responsible for all real and personal property taxes, if any, relevant to the Premises during the term of this Lease.

15.0 Indemnification of Lessor

Lessees agrees to indemnify and save Lessor harmless from and against all claims of whatever nature arising from any act, omission or negligence of Lessees, or Lessees' contractors, licensees, agents, or employees, or arising from any accident, injury, or damage whatsoever caused to any person or to the property of any person occurring during the term hereof in and about the Premises. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses, and liabilities of any kind whatsoever incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof.

16.0 Insurance

Lessees shall maintain and keep in full force and effect at all times during the term of this Agreement a policy of commercial general liability (including fire legal liability) insurance with an insurance company licensed to do business in the State of Maine covering Lessor and Lessees against claims for loss or injury to persons or property occurring on the Premises. Such insurance coverage will be in at least the amount of \$400,000 for general liability insurance and in at least the amount of \$250,000 for fire liability, and which amounts will be increased from time to time, but only if required to meet the provisions of the Maine Tort Claims Act, as it may be amended. Lessees shall provide Lessor with a copy of the certificate evidencing such insurance and naming Lessor as an additional named insured upon execution of this Agreement and upon the annual anniversary of the commencement date of this Agreement thereafter.

Lessees shall maintain Lessees' own insurance against loss or damage to Lessees' property (including, without limitations, the contents of the building) at the Premises. Lessees shall provide Lessor with written evidence of such property damage/casualty insurance upon

execution of this Agreement and upon the annual anniversary of the commencement date of this Agreement thereafter.

Lessor will not be liable for any damage or loss to any person or property occurring on the Premises, and Lessees will defend, indemnify and hold harmless Lessor, its agents, officers and employees, against any and all claims arising from any claims of such liability, unless resulting from the negligence or intentional acts of Lessor or Lessor's agents, officers and employees. All obligations of indemnification contained in this Agreement shall survive any termination of this Agreement.

17.0 Assignment, Sublease or License

Lessees shall not assign or sublease the premises, or any right or privilege connected therewith, or allow any other person except agents and employees of Lessees to occupy the premises or any part thereof without first obtaining the written consent of Lessor. A consent by Lessor shall not be a consent to a subsequent assignment, sublease, or occupation by other persons. An unauthorized assignment, sublease, or license to occupy by Lessees shall be void and shall terminate the Lease at the option of Lessor. The interest of Lessees in this Lease is not assignable by operation of law without the written consent of Lessor.

18.0 Default or Breach

Each of the following events shall constitute a default or breach of this Lease by Lessees:

- (1) If Lessees, or any successor or assignee of Lessees while in possession, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.
- (2) If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against Lessees, or if a receiver or trustee shall be appointed of all or substantially all of the property of Lessees, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment.
- (3) If Lessees shall fail to pay the rent, or any part thereof when the rent shall become due.
- (4) If Lessees shall fail to perform or comply with any of the terms and/or conditions of this Lease.
- (5) If Lessees shall vacate or abandon the Premises.
- (6) If this Lease or the estate of Lessees hereunder shall be transferred to or shall pass to or devolve on any other person or party, except in the manner herein permitted.

19.0 Effect of Default

In the event of any default by Lessees hereunder, as set forth in Section 18, Lessor shall provide Lessees with written notice of the breach of the Lease terms or conditions and Lessees shall have thirty (30) days to correct the default. If the default is not cured within thirty (30) days, this Lease and the term hereby granted shall terminate and be forfeited, at the option of the Lessor, Lessor's successors or assigns. Lessor shall also have the right and option to enforce the terms and conditions of the Lease by any method available under Maine law and including the

right of Lessor to expel Lessees and relet the property to a third party.

In the event this Lease is terminated by Lessor because of a breach by Lessees, Lessor may recover from Lessees all damages proximately resulting from the breach, including the cost of recovery of the premises, attorney's fees, and the rent due under this Lease for the remainder of the Lease term as if not earlier terminated by Lessor in accordance with Maine law. Lessees shall be entitled to a credit in the next amount of rent received by Lessor if the property is re-let after deduction of all expenses incurred in re-letting the Premises.

In the event of litigation between the Lessor or Lessees in enforcing the provisions of this Lease, the prevailing party shall be entitled to an award of reasonable attorney fees incurred in the prosecution of the litigation.

20.0 Renewal

This Lease shall automatically be renewed for successive terms of one (1) years each unless either party provides written notice of termination to the other party at least 60 days prior to the expiration of this lease agreement or any renewal term. The rent during any renewal term shall be subject to negotiation and agreement of the Lessor and Lessees.

21.0 Termination

The Lessor shall have the option to terminate this lease at their discretion with a forty-five (45) day notice to the Lessees. If the Lessor terminates the lease the Lessor agrees to refund Lessees for rent paid which covers time beyond the 45-day notice.

The Lessees may terminate this lease after providing a 30-day notice to Lessor. Lessees agrees to pay for all utilities, as listed under section 8.0, which may be utilized until the Premises is surrendered to the Lessor.

21.0 Surrender of Possession

Lessees shall, on the last day of the term of this Lease, or on earlier termination and forfeiture of the Lease, peaceably and quietly surrender and deliver the Premises free of sub tenancies, and in as good a condition as they are now, normal wear and tear excepted. Any trade fixtures or personal property of Lessees that is left behind and not removed at the termination or default, and if Lessor shall so elect, shall be deemed abandoned and become the property of the Lessor without any payment or offset therefore. Lessor may remove such fixtures or property from the Premises and store them at the risk and expense of Lessees if Lessees shall not so elect.

22.0 Agreement Binding

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their heirs, assigns and successors.

(The remainder of this page intentionally left blank. Signature page follows)

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

City of Caribou- Lessor

By _____
Dennis Marker, City Manager

Attest By: Jayne Farrin, City Clerk

Lessees

By _____
Matthew Lajeunesse

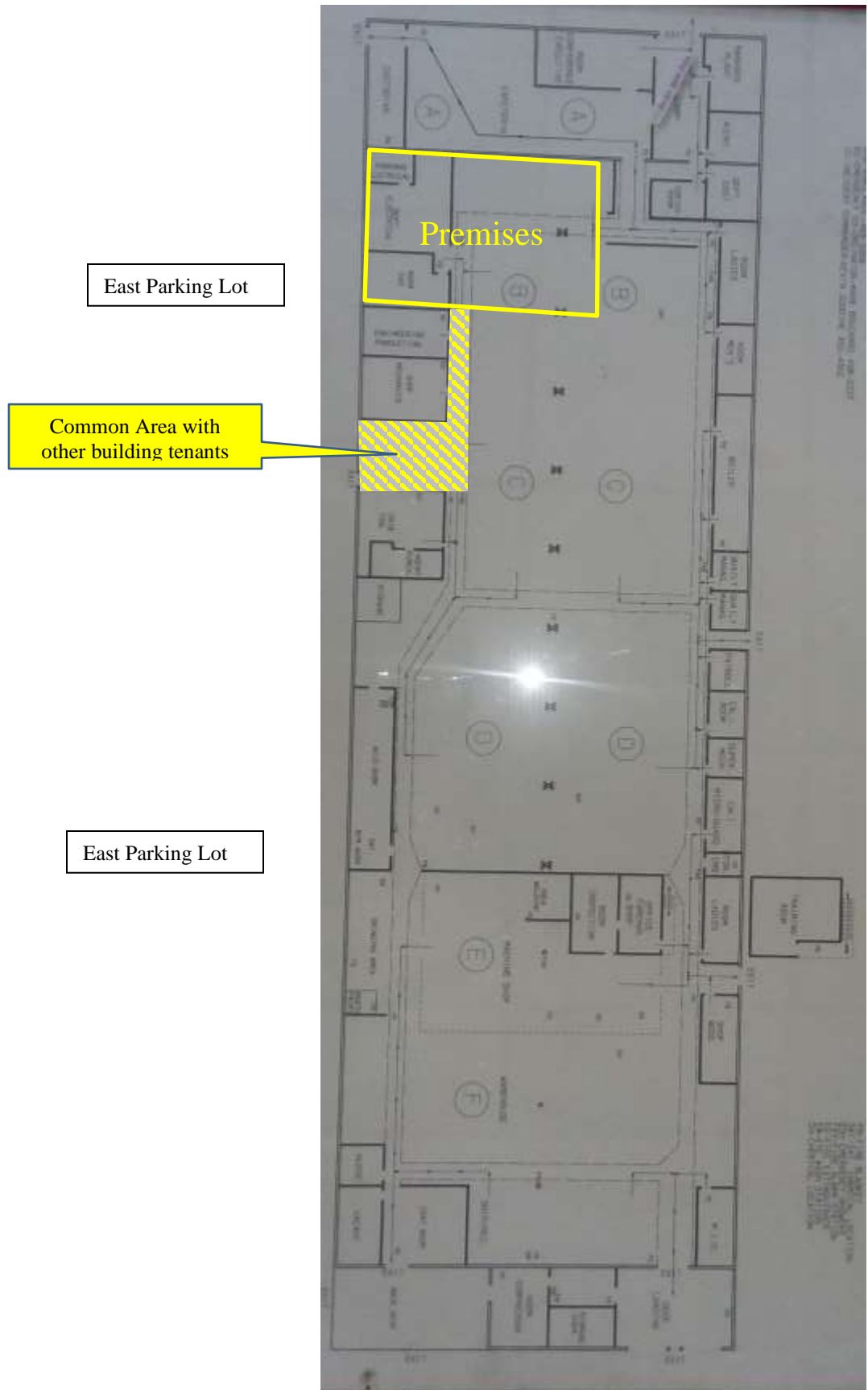
Witness

By _____
Kurt Margeson

Witness

EXHIBIT A: MAP OF THE PREMISES

Access Highway



CARIBOU ADMINISTRATION
25 HIGH STREET
CARIBOU, ME. 04736



MEMO

TO: Caribou City Council Members
FROM: Dennis Marker, City Manager
RE: Non-Union Wage & Classification System Update
DATE: January 22, 2020

Discussion Item:

There are conflicts within the currently adopted charter and ordinances regarding how to determine staff wages. The charter indicates the city should “solely” use a “basis of merit and fitness”¹ but at the same time indicates that the city is to have a “classification of all positions” and a related “pay plan.”² The Wages and Salaries language in Chapter 2 of the city’s ordinances provides that the city is to maintain “a salary schedule for all positions . . . to keep positional salaries at a comparable rate.”³ The three provisions may be summarized generally as merit-based, step and grade, and market based compensation systems.

A **merit-based system** relies primarily upon comparison of job descriptions to performance. To be most effective, this system requires regular performance reviews, follow up and supervisor responsibility to document kudos and corrections. Supervisors should focus on goals to improve performance, efficiencies and prevent stagnation from the employee and organization perspectives. Higher performers and positive change initiators would receive greater compensation within a range affixed to each position. If an employee tops out their range, they will have demonstrated competency and may be ideal candidates for promotion opportunities in order to receive higher wages. If supervisors are not trained and perform their duties properly, this system can create organizational stresses and morale problems. This system can also be a great motivator toward organizational improvement and employee buy-in as they pursue means to create and build.

Key factors: Complete Job Descriptions, Performance Reviews, Appropriate Wage Ranges

The **step and grade system** provides a level of pay based on a classification (i.e. grade) of duties and position tenure. It assumes each employee performing their jobs dutifully is entitled to additional compensation for their experience, institutional knowledge, and to avoid the risk of training someone new. Employees would receive step increases each year for up to 8-10 years. It is assumed that near the end of the steps in grade an employee will have demonstrated competency and may be ideal candidates for promotion opportunities to a higher grade. This system has the benefit of stabilizing morale but also reduces supervisory function and employee incentives for betterment of themselves and the organization.

Key factors: Complete Job Descriptions, Grade Classification, Step incentive

The market-based system assumes that all employees having the same duties within a region should be paid the same amount. The greatest limitation to this system is the availability and

¹ City Charter §4.02(a)

² City Charter §4.02(c)

³ See City Ordinance Chapter 2, Wages and Salaries, first paragraph.

cleanness of the market data. How are duties assigned across comparables? What is the sample region? Should samples vary depending on departments, positions, demographics, regions, etc.? The organizational would also need to decide if it would push the market (i.e. retain and attract employees), stay equal to the market (retain some employees and but be a stepping ground) or lag the market due to other variables. Lagging in the market without reconsidering the market area or organizational goals would likely result in high employee turnover and lack of productivity. The market-based system is beneficial within peer associations. If everyone is being paid the same, then there are fewer complaints, but some resentment can occur between employees if individuals are not pulling their own weight. This system is like the step and grade system in that there is stabilizing of morale, reduction of supervisory function and less incentive for employees' betterment or organization improvement. That being said, even the merit-based system must utilize an element of market conditions to make sure appropriate wage ranges are established.

Key factors: Survey Data, Data Sources

It is my belief that the best compensation method to bolster efficiencies, incentivize growth, and improve morale is to reinforce a merit-based system for Caribou's employees. In order to do this the following steps are needed:

- Establishing complete job descriptions and clarification of duties for each position. Some job descriptions are already available. Others should be modified based on current tasks and functions.
- Determining appropriate wage ranges for each position using a mix of national, state, and regional wage data. A draft of this process was submitted to the Personnel Committee in 2019.
- Creating a standard progress review form for use across all departments which will evaluate the eight adopted factors of knowledge/education, decision making, job experience, responsibility/accountability, management control, relationships, analysis/research, and working conditions.
- Training of supervisors and mid-level supervisors on progress review procedures. Progress reviews to be done with two-deep leadership.
- Implementing regular progress reviews (at least quarterly) with an annual performance report near each employee's anniversary date.
- Adopting budget provisions for a standardized Cost of Living Adjustment (COLA) each year.
- Adopting budget provisions for a merit-based increase each year. Merit increases would be based on budget availability, progress reviews, and efficiencies created. These may include one-time, year-end bonuses or pay increases.
- Adopting modified personnel policies for consistency with the City Charter. These changes will need to be further drafted and brought to the Council for consideration as an ordinance.



Board of Directors
December 2, 2019
5:30 p.m.

Present:

Doug Plourde, Chairman, Neal Griffitheth, Carl Soderberg, Chris Bell, Dr. Shawn Laferriere, Sue White, Kris Doody, RN, CEO; Chelsea Desrosiers, CFO; Paula Parent, RN, CNO; Jennifer Plant, RN, ACNO; Leslie Anderson, COO; Dr. Regen Gallagher, CMO; Dr. Irene Djunda, COS; Chip Holmes, QHR, (ZOOM); Dana Rattray, PHS and Peg McAfee

Welcome:

Doug Plourde, Chairman, Board of Directors welcomed Jen Plant, RN, Chip Holmes, QHR and Dana Rattray, PHS Board Member.

EDUCATION: ZOOM Conference Call with Ernie Babcock, Esq. and Ted Westerfield, Medical Mutual.

AGENDA TOPIC	ISSUE DISCUSSED & CONCLUSION	PLAN OF ACTION	PERSON RESPONSIBLE
REGULAR MEETING			
1. Call to Order	Doug Plourde, Chairman, called the Regular Meeting of the Board of Directors to order at approximately 6:07 p.m.	Informational.	
2. Review and Approval of Minutes	Upon motion duly made and seconded, it was so VOTED to approve the November 4, 2019 meeting minutes as presented.	Informational.	
3. Report of Chief of Staff	The MSEC & GMS Meetings were postponed until December 4, 2019.		
4. Quality Management Committee	Dr. Regen Gallagher provided the following updates from the October 16 th Quality Management Committee meeting: Utilization/Case Management – Reports reviewed were Case Management Dashboard, CDI Compliance and Query Rate, MOON Notice Provided to Patients, Observation Cases w/Physician Review, Discharge Disposition, Delays in Stay (External and Internal), Readmission Rates, Hospital Report – Outpatient Visits. Risk Management – Dr. Gallagher noted that risk management will no longer be reported at the QM Committee, there will be direct reports to the Board of Directors. NPSG Tracer – National Patient Safety Goals (NPSG) was the most recent tracer conducted. A few minor items were found and corrected. Quality Management Compliance Indicators – Indicators reviewed were: NEDS, Radiology, Infection Control, HIS, Nutritional Services, EOC, OR, Pharmacy and Rehab. QM Plan Subcommittee – All QM Plans will be presented for review and approval at the December QM Committee Meeting.	Upon motion duly made and seconded, it was so VOTED to approve the Quality Management Committee report as presented.	
b. Patient Safety Committee – November 13, 2019	Patient Safety Committee - The minutes from the Patient Safety Committee meeting were included in the board packet for informational purposes.		

**Board of Directors
December 2, 2019
5:30 p.m.**

AGENDA TOPIC	ISSUE DISCUSSED & CONCLUSION	PLAN OF ACTION	PERSON RESPONSIBLE
c. Dashboard 2019	<p>Dashboard – The following information was reviewed by Dr. Gallagher:</p> <ul style="list-style-type: none"> Inpatient and Outpatient Core Measures – There are no major areas of concern. Of note, Sepsis is at 100% compliance for August. Medical Staff Quality Indicators – Most of the indicators are doing well. Departmental Quality Indicators – Most of the 3rd quarter data is now complete. Departments with indicators that are doing well will choose new indicators for 2020. Customer Satisfaction – Ms. Anderson reviewed the scores. She noted that a group has been established to review patient satisfaction scores. Overall rating of the hospital has improved. The Hospital Compare data has been added to the Dashboard. Please note this data is dated information covering January 2018 through December 2018. During that timeframe Cary has the highest score for: ‘patient would definitely recommend the hospital’ 		
5. Report of Chairman, Board of Directors – Doug Plourde	Doug Plourde and members of the Board of Directors provided the following updates:		
a. Report from Board Members – PHS BOD	PHS Board of Directors Meeting – Dana Rattray reported Pines financials are good, a dental grant has been received and a preliminary 2020 budget has been established that is similar to the 2019 budget.	Informational.	
6. Report of CEO – Kris Doody	<p>Kris Doody welcomed Jen Plant, RN, ACNO to the meeting.</p> <p>Ms. Doody reported the following, noting more information is available in the CEO and Provider Activity Reports:</p> <p>Physician Recruitment –</p> <ul style="list-style-type: none"> Dr. Bhunesh Maheshwari, Pathologist signed a contract and begins August 2020. An offer has been made to Dr. Sahyata Agrawal, Pediatrician. Dr. Anthony Sawaya, ER, will be completing a site visit December 8-10 and is available Summer 2020. Nurse Practitioners – Three nurse practitioners have been interviewed to provide primary care coverage in the Caribou office and two other areas. Leads continue to be pursued in pediatrics, OB and ER. Upcoming Site Visits – Plans are to have December/January site visits with a husband and wife team in Emergency Medicine and pediatricians. <p>Contract Renewal – There is one Pines Health Services 2020 contract renewal due in December.</p>	Informational.	



Board of Directors
December 2, 2019
5:30 p.m.

AGENDA TOPIC		ISSUE DISCUSSED & CONCLUSION		PLAN OF ACTION	PERSON RESPONSIBLE
b. SCH Status & 340b c. 2020 Budget d. Other	SCH Status – Word has been received from CMS that Cary Medical Center's application for SCH Status was denied. Plans are to pursue an appeal process. This status is supported by Senators King and Collins.				
	2020 Budget – Chelsea Desrosiers reported that the 2020 budget is ongoing. An aggressive calendar has been established to finalize the budget to present to the Board of Directors in mid-December. Insurance and medical malpractice costs will increase significantly in 2020.				
	Other – Cary Medical Center has once again received an "A" grade from Leapfrog, received the Women's Choice Award for the 6 th time including Women's Choice for Patient Safety.				
	Chelsea provided the following updates:				
7. Report of Finance & Personnel Committee a. October Financials	CMC Financials – An overview was provided of the October financials for Cary Medical Center, including a review of: gross patient revenue, expenses, net income and AR and a positive bottom line.	Upon motion duly made and seconded, it was so VOTED to approve the report of the Finance & Personnel Committee as reported.			
	Health Insurance Updates – Paula Parent reported that employee health insurance costs are increasing for 2020. Employee contributions are increasing by 12%. Cary Medical Center pays 75% of employee health insurance and employees pay 25% of the cost. Member hospitals of the Maine Rural Health Collaborative (MRHC) have worked together on the stop loss insurance. There is a 1% increase on the stop loss insurance with two lasers.	Upon motion duly made and seconded, it was so VOTED to approve the 12% increase in employee health insurance premiums.			
8. Compliance Quarterly Report & Board Education	Dr. Regen Gallagher noted that this report is both Board Education and the Compliance Quarterly Report. Information reviewed included: why the Compliance Committee reports, Board member responsibilities, including: annual Compliance Education, annual review and approval of the yearly MAP (Monitoring and Auditing Program) and annual completion of Conflict of Interest Forms; understanding fraud, waste and abuse, compliance federal laws and regulations and fiduciary responsibilities. The Compliance Committee provides review, updates and insight on: Federal Laws, Cary Code of Conduct and Policies, Business Information Systems, Workplace Conduct and Employment	Upon motion duly made and seconded, it was so VOTED to approve the Compliance Quarterly Report as presented.			



**Board of Directors
December 2, 2019
5:30 p.m.**

AGENDA TOPIC	ISSUE DISCUSSED & CONCLUSION	PLAN OF ACTION	PERSON RESPONSIBLE
	Practices, Marketing Practices, Environmental Compliance, Business Courtesies, Violation Reporting, Government Inspections and Accrediting Bodies.		
9. Nursing Quarterly Report	<p>Paula Parent provided updates on the following items:</p> <p>Medication Verification, Inpatient Falls, Pressure Injuries, HCAPs, Multi-disciplinary Team development, Education on trauma informed care, managing patient emergencies; hiring of a nurse educator; tracers conducted on National Patient Safety Goals and Infection Control, patient safety initiatives to reduce foley days and age-friendly health systems (American Hospital Association); and staffing.</p>	<p>Upon motion duly made and seconded, it was so VOTED to approve the Nursing Quarterly Report as presented.</p>	
10. Quorum Health Resources Updates	<p>Chip Holmes provided the following updates:</p> <p>Congratulations to Cary Medical Center on the latest Leapfrog and Women's Choice awards.</p> <p>Chip recognized Chelsea Desrosiers. Mike Donahue completed the Contractual Accounts and Bad Debt Analysis in November which included a couple recommendations. Mr. Donahue complimented Chelsea and her exceptional performance during this review.</p> <p>Thank you to Cary Medical Center for sharing their organizational chart with another hospital at the request of QHR. Cary was the first hospital to do so.</p> <p>The National Trustee and Annual Leadership Conference is scheduled for March 3-5, 2020 in Phoenix, AZ.</p> <p>Trustees are always invited to webinars and boot camps.</p> <p>The current issue of Healthcare Leadership Review has great info to help keep informed about transparency laws.</p>		
11. Adjournment, Other & Next Meeting	<p>Executive Session – Upon motion duly made and seconded, it was so VOTED to go into Executive Session at approximately 7:07 p.m. The Board came out of Executive Session at approximately 7:43 p.m.</p> <p>Adjournment - Upon motion duly made and seconded, it was so VOTED to adjourn the meeting at approximately 7:44 p.m.</p> <p>Next Meeting –The next meeting of the Board of Directors is scheduled for Monday, January 13, 2020,</p>	Informational.	



**Board of Directors
December 2, 2019
5:30 p.m.**

AGENDA TOPIC	ISSUE DISCUSSED & CONCLUSION	PLAN OF ACTION	PERSON RESPONSIBLE
	5:30 p.m.		

Prepared by: Marguerite E. (Peggy) McAfee, Executive Assistant to the CEO & COO

Respectfully submitted,

Kris Doody, RN, MSB
Chief Executive Officer

Caribou Housing Authority
*Housing Choice Vouchers (Section 8),
 Family Self-Sufficiency & Homeownership Programs*

December 2019

Waiting List Statistics

	November	December	YTD
Applicants in Jurisdiction	77	77	N/A
VAWA Preference	3	3	N/A
Veteran's Preference	2	2	NA

	November	December	YTD
Applicant's Pulled	0	0	180
Vouchers Issued	1	0	61
Leased Up	0	0	36
Voucher Expired	0	0	18
Vouchers Pending	0	0	0

Just Some Numbers:

Of 180 applicants pulled off the Waiting List:

* 77 RSVP'd

* 61 families were found to be eligible

79% Eligibility Rate

* 36 families leased up

59% Success Rate

→ On Average - to fill one (1) voucher, five (5) families are pulled from the Waiting List

Housing Choice Voucher Program

	November	December	YTD
Vouchers Allocated to CHA	193	193	2,316
Vouchers Leased	194	191	2,191
Port Outs	2	2	27
Homeownership	0	1	1
Vouchers Available	-1	2	125
Vouchers on Street	11	0	106
Total HAP Expense	\$ 83,456	\$ 81,855	\$ 913,331
Housing Assistance Payments, Landlords	\$ 80,082	\$ 76,516	\$ 859,362
Utility Reimbursements, Participants	\$ 188	\$ 188	\$ 3,191
Port Out Payments	\$ 761	\$ 761	\$ 10,303
Homeownership	\$ -	\$ 332	\$ 332
FSS Escrow, Participants Account	\$ 2,425	\$ 4,058	\$ 40,143

Just Some Facts/Numbers:

For 2019,

- * The average number of families assisted per month was 183
- * The average Housing Assistance Payment per family was \$414.

- * The average household income is \$12,405/year
- * Average family size, 1.63 members
 - * of 309 Participants: 74 Youth
 - 45 Elderly
 - 132 Disabled

- * 2,251 Housing Assistance Payments were made to 67 Landlords
 - * of which 40 live in Caribou,
 - * \$487,881 in Housing Assistance Payments,

Housing Quality Standards Inspections

	November	December	YTD
Initial	6	2	20
Passed	3	1	10
Failed	1	1	5
Re-Inspected	2	0	5
Annual Inspection	0	0	96
Passed	3	1	24
Failed	1	1	39
Re-Inspected	2	0	33
Tenant/Landlord Requested	0	0	1
Passed	3	1	0
Failed	1	1	1
Re-Inspected	2	0	1

Landlord Repairs:

10 Most Common Fail Items in 2019 were:

- * Missing/inproper house/apartment numbers (per City's 911 Ordinance)
- * Inoperable GFCI outlets in kitchens/bathrooms
- * Inoperable/missing smoke detectors
- * Inoperable/missing carbon monoxide detectors
- * Broken/cracked windows
- * Missing/broken light fixtures/covers
- * Missing annual service tags on heating systems
- * Furniture/debris blocking windows/doors for egress
- * Tripping hazards, unsecuring floor covering

Family Self-Sufficiency

	November	December	YTD
Number of Participants	42	45	129
Number Earning Escrow	18	16	52
FSS Escrow, Participants Account	\$ 2,425	\$ 4,058	\$ 40,143
FSS Families, Disbursement	\$ 1	\$ -	20
FSS Disbursement, Amount	\$ 993	\$ -	\$ 21,870
FSS Graduate, Families	0	0	\$ 3
FSS Graduate, Escrow	\$ -	\$ -	\$ 5,208
FSS Families, Forfeiture	0	2	\$ 14
FSS Families, Forfeiture	\$ -	\$ 481	\$ 8,510

Helping Families Succeed:

In 2019 FSS Disbursements were used to purchase/assist with:

- * 3 - Vehicle Purchases
- * 4 - Auto Repairs
- * 6 - Work Attire (scrubs/professional clothing)
- * 7 - School Supplies (laptops/books)

Homeownership

	November	December	YTD
Number of Participants	0	1	1
Homeownership Payment	\$ -	\$ 332	\$ 332

Helping Families Succeed:

The Staff of the Caribou Housing Authority would like to say "**CONGRATULATIONS**" to Ms. Heather Bartlett. Ms. Bartlett closed on her very first home, November 2019, through the HCV Homeownership Program.

- * CHA began the Homeownership Program in 2008, and Ms. Bartlett is our 4th

CHA Updates/News:

→ 2019 Family Self-Sufficiency (FSS) Grant:

On December 31, 2019, HUD notified us that the 2019 Grant was approved

- * Awarded \$57,446 for calendar year 2020 (\$6,659 more than FY 2019)

(Caribou Housing Authority is the only, Public Housing Authority north of Bangor to have the FSS Program.)

→ Board Of Commissioners:

Caribou Housing is still looking for two volunteer Section 8 Participants to sit on the Board. To date, no applications have been received.

→ Voucher Termination:

In October 2019, the Caribou Housing Authority was served with a Lawsuit from a Section 8 Participant, who was going to be terminated from the program due to a breach in a Family Obligations.

At the end of December 2019, Rick Solman of Solman & Hunter, had submitted a Brief of Appellee to the Caribou Superior Court.

- * Since being served with the Lawsuit, CHA has continued to pay our share of the monthly rent to the Landlord, and will continue to do so, until a judgement has been determined.

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AROOSTOOK WASTE SOLUTIONS

Board of Directors Meeting

November 22, 2019

MINUTES

CALL TO ORDER: The meeting was called to order by the Chairman at 7:33 am.

MEMBERS PRESENT: Stev Rogeski, Mike Chasse, Martin Puckett, Dana Fowler, Mark Goughan, Ken Murchison, Dennis Marker

MEMBERS ABSENT: Andrea Powers, Walt Elliott

OTHERS PRESENT: Vicki Page (Limestone), Sharon Raymond, Mark Draper

Vicki Page attended the meeting on behalf of Walt Elliott, but has not been appointed as an Alternate Board member by the Limestone Board of Selectmen.

1. Review and approve the minutes of the October 25, 2019 meeting.

A motion was made by Stev Rogeski; and was seconded by Dana Fowler, to approve the minutes as presented. The motion carried unanimously.

2. Review and approve the financial statements for the period ending October 31, 2019

Mark briefly reviewed the financial notes provided in the Board packet. **A motion was made by Ken Murchison; and was seconded by Stev Rogeski; to approve the financial statements as presented. The motion carried unanimously.**

3. Review and approve the warrant for checks numbered 23680 through 23805

A motion was made by Ken Murchison; and was seconded by Stev Rogeski; to approve the warrant as presented. The motion carried unanimously.

4. Solid Waste Director's report

Mark reported on the following:

- a. PFAS – Mark reviewed with the Board the Maine PFAS Task Force's general recommendations. More specifically, the DEP has/likely will request from AWS some

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testing of landfill leachate and of septage. This is probably going to be a major issue in the future.

- b. DEP Transfer Station Operator training- although AWS does not operate any transfer stations, this is good, free, basic training for new employees, and it is being held locally at the DEP office in Presque Isle. June Levesque, Kyle Maynard, and Mark Levesque will be attending from AWS.
- c. Annual Christmas Dinner – the AWS annual Christmas Dinner for Board members, employees, and guests will be held Saturday, December 21st.

5. Authorize the investment of \$725,000 for 4-years with Aroostook County Federal Savings & Loan Association

Based on the bid results, Mark recommended the investment of Bond Debt Reserve funds as proposed. **A motion was made by Stev Rogeski; and was seconded by Ken Murchison; to approve the investment as proposed and authorized the Solid Waste Director to sign the necessary documents. The motion carried unanimously.**

6. 2020 Budget

Mark and Sharon presented the second draft of the 2020 budget for Board review and approval. Mark referenced the memo provided in the Board packet and noted that changes since the previous draft are highlighted in green. He also noted that there are a handful of line items that have yet to be finalized, and that they are highlighted in yellow. He requested that the Board provisionally approve the budget, and that he will bring the final version back to the Board in January when the handful of remaining line items are resolved. None of those line items will affect fees or assessments, and will be balanced by internal changes to the budget only. This will allow him to notify customers and users of any changes in fees as soon as possible. Following discussion, **a motion was made by Ken Murchison; and was seconded by Stev Rogeski; to provisionally-adopt the 2020 budget. The motion carried unanimously.**

7. Schedule next meeting

The next meeting of the Board was scheduled for January 17, 2020.

With no further business to discuss, the meeting was adjourned at 8:47 am.

Respectfully submitted,

Andrea Powers, Secretary