

CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is hereby given that the City Council of Caribou will hold a City Council Meeting on **Tuesday, April 20, 2021**, in the Council Chambers located at 25 High Street, **6:00 pm**.



DUE TO SPACE LIMITATIONS AND IN ACCORDANCE WITH THE GOVERNORS LATEST EXECUTIVE ORDERS, THIS MEETING LOCATION WILL BE CLOSED TO THE PUBLIC. THE MEETING WILL BE BROADCAST ON CABLE CHANNEL 1301 AND THE CITY'S YOUTUBE CHANNEL.

- 1. Roll Call**
- 2. Invocation/Inspirational Thought**
- 3. Pledge of Allegiance**
- 4. Public Forum** (**PUBLIC COMMENTS SUBMITTED TO THE CITY CLERK PRIOR TO 4:30PM ON THE MEETING DATE WILL BE SHARED WITH THE COUNCIL DURING PUBLIC FORUM. Email dbrissette@cariboumaine.org**) Pgs 3-12
- 5. Minutes –**
 - a. April 5, 2021 Regular Council Meeting Pgs 13-15
- 6. Consent Agenda**
 - a. Renewal of Rubbish Hauler Permit for Gil's Sanitation Pg 16
 - b. Renewal of Rubbish Hauler Permit for Caldwell's Sanitation Pg 17
 - c. Renewal of Rubbish Hauler Permit for McNeal's Trucking Pg 18
- 7. Bid Openings, Awards, and Appointments**
 - a. Resolution 04-01-2021 Spirit of America Recognition of Bob White and Jan Murchison Pg 19
 - b. Law Enforcement Officer Appointment – Chandler Madore Pg 20
 - c. Council Subcommittee on Public Safety Facilities Pg 21
- 8. Public Hearings and Possible Action Items**
 - a. Ordinance No. 01, 2021 Series, Rezoning Properties near 470 Sweden Street Pgs 22-29
- 9. Reports by Officials and Staff**
 - a. March 2021 Financials Pgs 30-55
 - b. Manager's Report Pgs 56-57
- 10. New Business, Ordinances and Resolutions**
 - a. Discussion and Possible Action Regarding Tax Acquired Property at 399 Madawaska Rd Pgs 58-64
 - b. Discussion and Possible Action Regarding Reallocation of TIF funds for Façade Improvements Pg 65
 - c. Introduction of Ordinance No. 03, 2021 Series, Approving Ogren Dump Lease Pgs 66-108
 - d. Introduction of Ordinance No. 04, 2021 Series, Regarding Tax Acquired Property Disposal Policy Pgs 109-115
 - e. Introduction of Ordinance No. 05, 2021 Series, Charter Amendment - Councilor Qualifications Pgs 116-117
 - f. Introduction of Ordinance No. 06, 2021 Series, Charter Amendment – Attendance of Councilors Pgs 118-119
 - g. Introduction of Ordinance No. 07, 2021 Series, Charter Amendment - Public Notice Methods Pgs 120-121
 - h. Discussion and Possible Action Regarding Collective Bargaining Agreement with New England Police Benevolent Association Local 605
- 11. Reports and Discussion by Mayor and Council Members**
- 12. Executive Session(s)** (May be called to discuss matters identified under Maine Revised Statutes, Title 1, §405.6)
 - a. Personnel matters under §405.6.A.
 - b. Real Estate and Economic Development matters under §405.6.C.
 - c. Labor Negotiation items with the city's four unions under §405.6.D.
- 13. Next Meetings:** May 3 & 17 Regular Meetings. May 11 Special Meeting.
- 14. Adjournment**

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

Certificate of Mailing/Posting

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

BY: _____ Danielle Brissette, City Clerk

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



MEMO

TO: Caribou City Council Members
FROM: Dennis Marker, City Manager
RE: Public Forum – Ruby Pelletier Fence Request
DATE: April 14, 2021

Ms. Ruby Pelletier is requesting the Council consider installing safety fencing along the creek running by her home at 71 Washburn Rd. (see below). This past winter she had a mishap and almost slid down the embankment into the creek and had to crawl out of the ravine back to her front door. She believes placing the fencing will prevent similar incidents by children or walking public in the future.



April 16, 2021

TO: City Manager Dennis Marker

FROM: Kathryn Olmstead, 57 Limestone St., Caribou
207-217-0316 olmstead@maine.edu

RE: Removal of bridge over Otter Brook on Limestone Street

I have learned that the city of Caribou is reviewing a proposal to remove the bridge over Otter Brook on Limestone Street. I live at 57 Limestone Street, just south of the bridge, and would be greatly impacted by this demolition.

I travel north from my drive far more often than south because that route is the shortest to the grocery store, the bank, the hospital, the post office and the 161 bypass.

I make frequent trips to New Sweden, Westmanland, Stockholm, Madawaska Lake, Cross Lake and Fort Kent accessing the bypass from the Van Buren Road to avoid town and shorten the trip.

I also travel to Limestone frequently, almost daily in the winter. It would be inconvenient and annoying to have to travel south in order to go north.

The man who plows my driveway lives on the Grimes Mill Road north of me and would have to travel extra miles south on the highway and back on Limestone Street in order to reach my home.

The DOT report mentions buildings with historic value. My home was built just after the Civil War in 1866 by David Collins facing the Aroostook River, which was a transportation artery at the time.

To quote the Collins family history "Our Folks and Your Folks":

"David came when a young man to Caribou, where his brothers, Samuel and Harvey, were already established in business.

"He took up a lot of land on the Aroostook River about a mile from the Collins' mill, which was about all there was at that time of what is now the flourishing town of Caribou.

"Here he built a small frame house which, a dozen years later was replaced by the commodious and substantial one still in good condition."

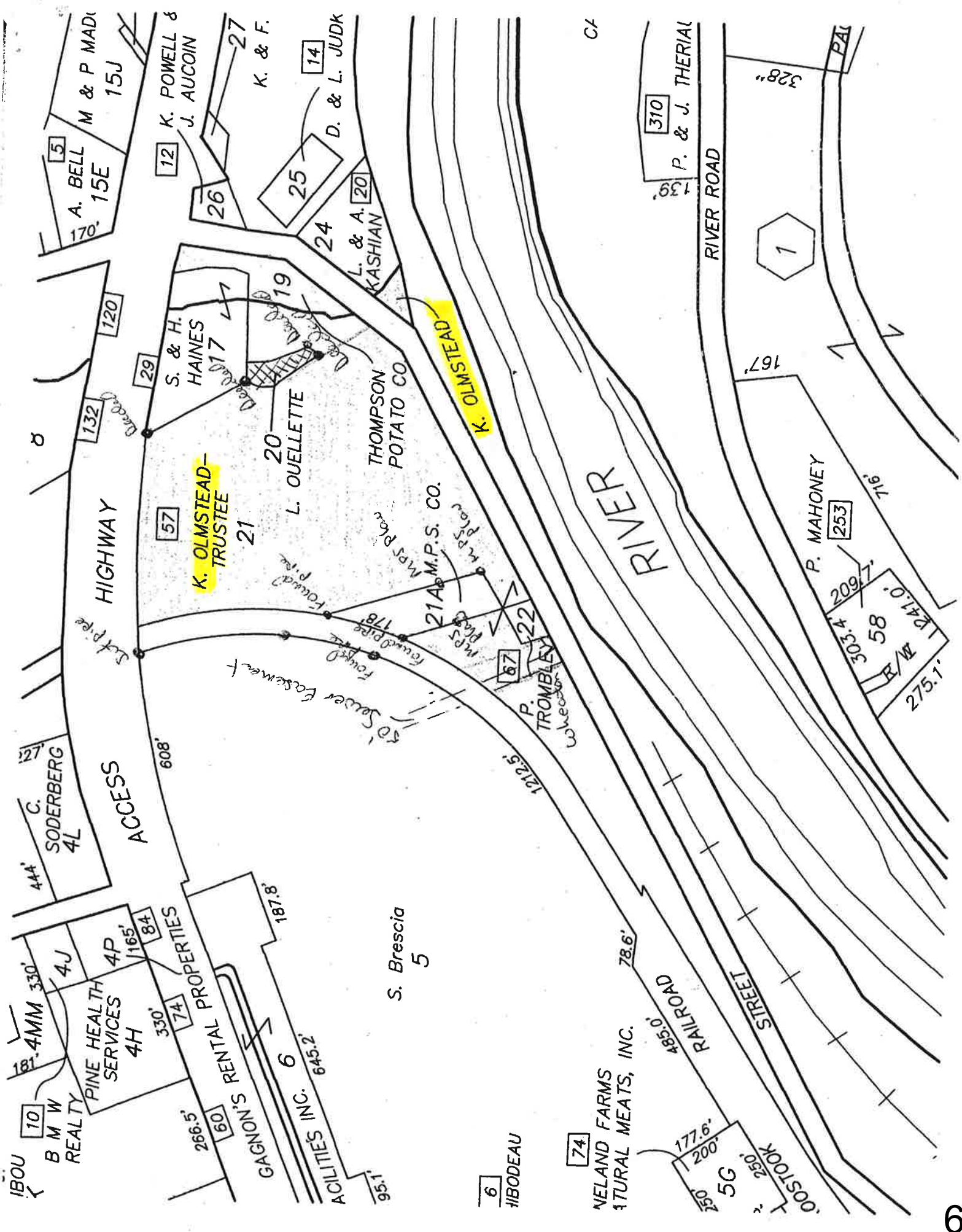
In the early 1950s, the log structure was completely renovated by the R. A. Page family, a project featured in the June 1956 edition of *American Home* magazine with these words of introduction:

"We borrowed these pages from a joyful family album that tells a story with a fairy-tale ending. Dr. and Mrs. R.A. Page of Caribou, Maine, visualized a lovely Early American home where others saw a doddering old farmhouse. The Pages fell for this riverside house and set out to make it all they wanted. Their imagination, planning and hard work have given them a beautiful home."

I have read the DOT report on the proposal to remove the bridge and have these questions:

1. Why remove the bridge instead of repairing or replacing it, especially in this time when federal funding is flowing into infrastructure projects?

2. How many days of study did the August 3, 2020 report represent?
3. Is the data on traffic flow numbers available?
4. How did the observers determine the direction of travel from "wheel marks on the snow-covered road"?
5. Where exactly is the "undeveloped parcel south side of the bridge" designated for an L-shaped turn-around?
6. What decisions and actions have been made based this report, by whom?
7. What are the next steps?





Aroostook River at the mouth of Otter Brook. Barge and Aroostook Railroad on the left. "River's Bend" in the center and the fish hatchery on the right. Early 1900s.

Vol. 57 Page 603

Isaac R. Clark, State
Land Agent

to

David Collins

State Deed - Consideration settling duties etc.

Lot #76. Township "I" Range 2 W.E.L.S. containing 162.87 acres, more or less according to plan and survey of Noah Barker, made and returned to State Land Office in 1856.

Dated May 2, 1866

Recorded Oct. 18, 1879

Signed, Sealed & Acknowledged

Vol. 63 Page 511

Parker P. Burleigh, State
Land Agent

to

David Collins

State Deed - Consideration. Resolve of the Legislature to determine claims under the late treaty with Great Britain.

Lot #77 - Township "I" Range 2, W.E.L.S. containing 123.25 acres, more or less according to plan and survey of Lou Allford, made and returned to State Land Office in 1862.

Dated April 15, 1870

Recorded Oct. 18, 1879

Signed, Sealed & Acknowledged

Vol. 55 Page 22

David Collins

to

Abraham J. Sawin and Milton D.
Teague

Mortgage \$600.

Same premises as 63-514.

Dated Nov. 29, 1875

Dower not released

Recorded March 3, 1876

Signed, Sealed & Acknowledged

Vol. 44 Page 92

FAMILY OF DAVID COLLINS

David Collins, the youngest child of William and Sarah (Dickey) Collins, was born in Red Beach (Calais) Maine, June 17th, 1827. He died in Caribou, Nov. 10, 1893. His mother died when he was about two years old and his father married again within a year or two. For the stepmother, the three young boys left in the home, James, Harvey and David, always had a feeling of respect and affection. Evidently she took the place of a stepmother as well as any woman could.

There is a story told of little David that reveals a child's pride as well as the care and solicitude of the stepmother.

When David began to go to school, she used to insist on his wearing as an overcoat to keep him warm, a coat of one of his brothers that was much too large for him. The little fellow protested at first, but finally his objections were apparently overcome, and each morning he trudged away to school, probably presenting a comical appearance in his oversized garment.

The days went by until one morning his father saw a neatly folded bundle beneath a log of the fence that marked a boundary of the farm. Closer inspection revealed it to be David's coat, and it was afterward learned that he wore it only until out of sight of the house and then placed it under the fence, putting it on again when he neared home on his return from school.

It was a bit of diplomacy that maintained peaceful relations at home and also kept him from being subjected to the fear of ridicule from his schoolmates because he wore his brother's old coat.

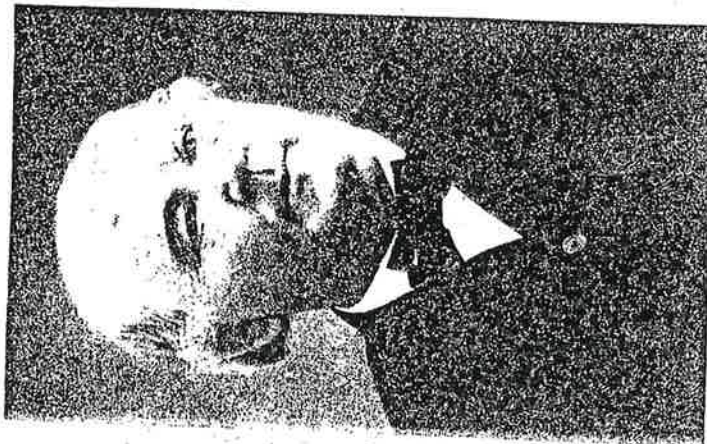
David came when a young man to Caribou, where his brothers, Samuel and Harvey, were already established in business.

He took up a lot of land on the Aroostook river about a mile from Collins' mill, which was about all there was at that time of what is now the flourishing town of Caribou.

[82]



MRS. MARY HART COLLINS



DAVID COLLINS

The Collins Family

Here he built a small frame house, which a dozen years later was replaced by the commodious and substantial one still in good condition.

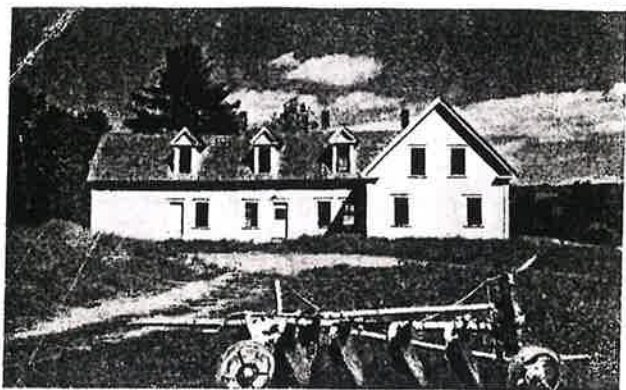
He was united in marriage with Miss Mary Hart, a native of Nova Scotia, whose kinsfolk, the Howells and Mullens, were among the early pioneers of the town.

David engaged extensively in lumbering and later was considered one of the best road and bridge builders in that region.

Especially was he famed for his powers to command men and get the best out of them. It was a motley crew that composed the laboring classes of those times. French Canadians, "Blue noses" and "Down riverites," men ready to fight on the slightest provocation and knowing no law. Yet even among these, his powers to command were recognized and obeyed. He occupied positions of trust in town affairs and was ever public spirited and generous.

I have a vivid recollection of him when I was in my thirteenth year as he came into our home one morning in May. I can see him now, his rotund figure clothed in gray homespun, his face beaming in good nature, with clear blue eyes, and soft curling hair. "I have been thinking," he said to Mother, "that Florence might come and teach our school this summer. There are about a dozen children and I think she won't have any trouble in managing them." I was eager to engage at once. The schools of the village would not begin until September and the long summer was before me with a deadly monotonous outlook. And so Mother consented for me to accept the proposition. The wages were one dollar and a half a week; school being in session five days one week and six the other.

I taught that school for twelve weeks and when I got my town warrant for my pay it was three months before there was any money in the treasury to pay it. And then when I did receive it, I loaned ten dollars of it to an old soldier, never thinking but that I would



OUR DREAM HOUSE, 1950

To us it provided the exact location we had been looking for. Its 35 acres of woodland complete with trout brook and magnificent view of the river made it seem a castle in the air. We coveted it, and set out to make it ours!

The demolition squad takes over!
Sept. 6, 1951 The die is cast, and
we're in it for better or worse.



OUR DREAM HOUSE

We borrowed these pages from a joyful family album that tells a story with a fairy-tale ending. Dr. and Mrs. R. A. Page of Caribou, Maine, visualized a lovely Early American home where others saw a doddering old farmhouse. The Pages fell for

this riverside house, and set out to make it all they wanted. Their imagination, planning, and hard work have given them a beautiful home. With Robert, Elizabeth, Christopher, and little Anne, the Pages live "happily ever after" in a dream come true.

Christmas 1951, and we felt obliged to pose for a family photo around the new hearth (Everyone very jolly except father who was paying the bills!)





Because it not only looks good from the
outside — but it Lives good too!



Council Agenda Item #1: Roll Call

The Caribou City Council held a Council Meeting on Monday, April 5, 2021 at 6:00p.m. in Council Chambers with the following members present Councilors Ayer, Boma, Goughan, Morrell, Theriault, Willey and Mayor Smith.

Dennis L Marker, City Manager and Danielle Brissette, City Clerk were present.

Staff members and parties with interest in agenda items connected through electronic Zoom Meeting.

The meeting was broadcasted via Spectrum and Caribou's YouTube Channel.

Council Agenda Item #2: Invocation / Inspirational Thought

Pastor Matt Palmer from Intervention CRPC (Carson Road Pentecostal Church) led an invocation.

Council Agenda Item #3: Pledge of Allegiance

Mayor Smith led the Pledge of Allegiance.

Council Agenda Item #4: Public Forum

Lena Giggey of 399 Madawaska Road joined via Zoom explaining why she would like to reclaim her property and her plan to pay the taxes on the Tax Acquired property. Mayor Smith directed that this be on the next agenda for discussion.

Council Agenda Item #5: Minutes

a. March 22, 2021 Regular Council Meeting

Motion made by Councilor Theriault, seconded by Councilor Boma to accept the March 22, 2021 Meeting Minutes as presented.

Roll Call Vote: T. Ayer - Yes, C. Boma - Yes, R.M. Goughan – Yes, D. Morrell - Yes, J. Theriault - Yes, L. Willey - Yes, J. Smith - Yes (So voted)

b. March 29, 2021 Special Council Meeting

Motion made by Deputy Mayor Ayer, seconded by Councilor Theriault to accept the March 29, 2021 minutes as presented.

Roll Call Vote: T. Ayer - Yes, C. Boma - Yes, R.M. Goughan – Yes, D. Morrell - Yes, J. Theriault - Yes, L. Willey - Yes, J. Smith - Yes (So voted)

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

a. 2021 Façade Grant Awards

Manager Marker explained that the recipients of the 2021 Façade Grants were selected by a panel who spent lots of time and consideration on each one. Applications were received from Bennett Drive Redemption, Peterson's Portable Toilets, County Wide Vacuum, Family Chiropractic, Gary's Yamaha, GJ Autobody, Major Service Auto Repair, North Rentals, Roy Boy's Truck Works and the VFW.

The recipients of the 2021 Façade Improvement Grant Awards were Bennett Drive Redemption in the amount of \$7,000.00 and Peterson's Portable Toilets- Otter Street Location in the amount of \$5,000.00. Council congratulated the recipients of the Façade Improvement Grants.

Council Agenda Item #7: Public Hearings

There were not public hearings scheduled.

Council Agenda Item #8: Reports by Officials and Staff

a. Manager's Report

Manager Marker reviewed the City Manager's Report dated April 2, 2021.

Council Agenda Item #9: New Business, Ordinances and Resolutions

a. Introduction of Ordinance No. 01, 2021 Series Rezoning Properties near 470 Sweden Street

Deputy Mayor Ayer introduced Ordinance No. 01, 2021 Series Rezoning Properties near 470 Sweden Street with the 2 attached exhibits.

Public Hearing will be held April 20, 2021 during the next City Council meeting.

b. Introduction of Ordinance No. 02, 2021 Series Regarding Burying of Demolition Materials

Manager Marker explained some of the concerns surrounding the new proposed ordinance.

Ordinance No. 02, 2021 Series Regarding Burying of Demolition Materials was not introduced.

Council Agenda Item #10: Reports and Discussion by Mayor and Council Members

Councilor Theriault stated that she has met with the Highway Protection Committee and that the lights on the Fort Bridge should be fixed in mid-April, they noted about additional failure on the River Road and that they have a paving and Chip sealing plan set up for the upcoming season.

Deputy Mayor Ayer asked about a light that is broken and lying down between Walgreens and the Church on Bennett Drive.

Councilor Morrell stated that there is a problem at the Wellness Center and that the Building Committee would be looking into the water problem around the air ducts.

Mayor Smith asked if there was a good neutral time to meet with the Nylander Board.

Manager Marker noted that they will send out a google poll to find a good time for all of the councilors to come together and meet with the Nylander Board.

Deputy Mayor Ayer stated that there is an upcoming Charter Committee Meeting on Wednesday April 7th at 10:00 a.m.

Council Agenda Item #11: Executive Session(s) (May be called to discuss matters identified under Maine Revised Statutes, Title 1, §405.6)

a. Personnel matters under §405.6.A

Motion made by Deputy Mayor Ayer, seconded by Councilor Theriault to enter executive at 6:47 p.m. session to discuss personnel matters under §405.6.A.

Roll Call Vote: T. Ayer - Yes, C. Boma - Yes, R.M. Goughan – No, D. Morrell – No, J. Theriault - Yes, L. Willey - Yes, J. Smith - Yes (So voted)

Council exited executive session at 7:57 p.m.

No action taken.

b. Real Estate and Economic Development matters under §405.6.C

Motion made by Deputy Mayor Ayer, seconded by Councilor Theriault to enter executive session at 7:58p.m. to discuss Real Estate and Economic Development matters under §405.6.C

Roll Call Vote: T. Ayer - No, C. Boma - Yes, R.M. Goughan – Yes, D. Morrell – No, J. Theriault - Yes, L. Willey - Yes, J. Smith - Yes (So voted)

Council exited executive session at 8:20 p.m.

No action was taken.

c. Labor Negotiation items with the city's four unions under §405.6.d

Motion made by Deputy Mayor Ayer, seconded by Councilor Theriault to enter executive session at 8:21p.m. to discuss collective bargaining efforts under §405.6.D

Roll Call Vote: T. Ayer - Yes, C. Boma - Yes, R.M. Goughan – No, D. Morrell – No, J. Theriault - Yes, L. Willey - Yes, J. Smith - Yes (So voted)

Council exited executive session at 8:27 p.m.

No action was taken.

Council Agenda Item #12: Next Meetings

Tuesday, April 20, Monday May 3

Council Agenda Item #13: Adjournment

Motion made by Deputy Mayor Ayer, seconded by Councilor Boma to adjourn the meeting at 8:28 p.m.

Roll Call Vote: T. Ayer - Yes, C. Boma - Yes, R.M. Goughan – Yes, D. Morrell - Yes, J. Theriault - Yes, L. Willey - Yes, J. Smith - Yes (So voted)

Danielle Brissette, Secretary



City of Caribou, Maine

City Clerk's Office
25 High Street
Caribou, ME 04736
Telephone (207) 493-3324
Fax (207) 493-4207
www.cariboumaine.org

RUBBISH HAULER'S LICENSE APPLICATION

Name of Applicant: <u>Thomas G. Berube</u>			DOB: <u>4-16-63</u>	
Business Name: <u>Gil's Sanitation Inc.</u>				
Business Address: <u>47 Washburn Rd. Presque Isle, ME. 04769</u>				
Mailing Address: <u>PO Box 1057 Presque Isle, ME. 04769</u>				
Phone: <u>—</u>		Home: <u>—</u>		Business: <u>769-0711</u>
Email: <u>gils@ainop.com</u>		Fax: <u>(207) 764-0155</u>		
Number of Vehicles: <u>3</u>		Name(s) of Driver(s): <u>Tom / Bob / Don</u>		
Do you carry Liability Insurance? <u>Yes</u>		If so, How Much? <u>1,000,000</u>		
Do you carry Property Insurance? <u>Yes</u>		If so, How Much? <u>2,000.00</u>		
Name & Address of Insurance Company: <u>Provide Proof of Insurance</u> <u>ACORD/United Ins. Presque Isle, ME 04769</u>				

I hereby agree to operate the above in accordance with the Laws of the State of Maine and the Ordinances of the city of Caribou.

Signed: Thomas G. Berube

Date: 3-1-2021

Owner of: Gil's Sanitation Inc.

Application Received By: Carmelle Brunette
(Signature of Clerk)

FOR OFFICE USE:

Approved: _____

Rejected: _____

Reason: _____

By: _____





City of Caribou, Maine

City Clerk's Office
25 High Street
Caribou, ME 04736
Telephone (207) 493-3324
Fax (207) 493-4207
www.cariboumaine.org

RUBBISH HAULER'S LICENSE APPLICATION

Name of Applicant: <u>Robbie Caldwell</u>		DOB: <u>1-5-70</u>	
Business Name: <u>Caldwell's Sanitation LLC</u>			
Business Address: <u>PO Box 361, Limestone, ME 04750</u>			
Mailing Address: <u>PO Box 361, Limestone, ME 04750</u>			
Phone: <u>207-325-8802</u>	Home: <u>none</u>	Business: <u>207-325-8802</u>	Cell: <u>207-551-9604</u>
Email: <u>robbie.caldwell70@gmail.com</u>		Fax: <u>207-325-3374</u>	
Number of Vehicles: <u>2</u>	Name(s) of Driver(s): <u>Michael Coventry</u>		
Do you carry Liability Insurance? <u>yes</u>		If so, How Much? <u>see attached</u>	
Do you carry Property Insurance? <u>yes</u>		If so, How Much? <u>see attached</u>	
Name & Address of Insurance Company: <u>Provide Proof of Insurance</u> <u>United Insurance - Fort Fairfield, 263 Main St, Suite 1, Fort Fairfield, ME 04742</u>			

I hereby agree to operate the above in accordance with the Laws of the State of Maine and the Ordinances of the city of Caribou.

Signed: [Signature]

Date: _____

Owner of: Caldwell's Sanitation, LLC

Application Received By: [Signature]

(Signature of Clerk)

FOR OFFICE USE:

Approved: _____

Rejected: _____

Reason: _____

By: _____





City of Caribou, Maine

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Fax (207) 493-4207
www.cariboumaine.org

RUBBISH HAULER'S LICENSE APPLICATION

Name of Applicant: <u>Jack S. Herbert</u>			DOB: <u>4-7-65</u>
Business Name: <u>McNeal's Trucking INC.</u>			
Business Address: <u>26 Otter St. Caribou</u>			
Mailing Address: <u>73 Solman St Caribou</u>			
Phone: <u>493-4433</u>	Home: <u>Same</u>	Business: <u>Same</u>	Cell: <u>551-6983</u>
Email: <u>jets@maime-rr.com</u>		Fax: <u>496-3276</u>	
Number of Vehicles: <u>4</u>	Name(s) of Driver(s): <u>Joe Bourgoin</u>		
<u>Greg Belanger Jack Herbert Lon Cyr</u>			
Do you carry Liability Insurance? <u>Yes</u>		If so, How Much? <u>2,000,000</u>	
Do you carry Property Insurance? <u>Yes</u>		If so, How Much? <u>2,000,000</u>	
Name & Address of Insurance Company: <u>Provide Proof of Insurance</u> <u>United Insurance 101 High street Caribou</u>			

I hereby agree to operate the above in accordance with the Laws of the State of Maine and the Ordinances of the city of Caribou.

Signed: Jack S. Herbert

Date: 3-4-21

Owner of: McNeal's Trucking

Application Received By: Danielle Buxton

(Signature of Clerk)

FOR OFFICE USE:

Approved: _____

Rejected: _____

Reason: _____

By: _____





Resolution 04-01-2021

A Resolution Recognizing the 2021 Caribou Spirit of America Foundation Tributes

WHEREAS, There are many individuals and groups who selflessly volunteer their time, talents and means to lift up the hands which hang down, succor the weak, strengthen the feeble knees, comfort the grieving, instill hope for a brighter tomorrow, and even lend extra muscle to the labors necessary to maintain civility, culture and community, and

WHEREAS, the Spirit of America Foundation was organized in Maine to commend those individuals and groups who provide community service and promote volunteerism, and

WHEREAS, the City Council desires to honor some of those citizens and groups who faithfully volunteer within the community.

NOW THEREFORE BE IT RESOLVED, in sincere gratitude and appreciation, that the following individuals and groups are hereby recognized for their exemplary citizenship and outstanding achievements and honors brought upon this community, with the 2021 Caribou Spirit of America Foundation Tribute.

Janine Murchison
Robert White

This resolution was duly passed and approved by a majority of the City Council of the City of Caribou this 20th day of April, 2021.

Jody Smith, Mayor

Thomas Ayer, Deputy Mayor

Courtney Boma, Councilor

R. Mark Goughan, Councilor

Doug Morrell, Councilor

Joan Theriault, Councilor

Louella Willey, Councilor

Attest: Danielle Brissette, City Clerk



CARIBOU POLICE DEPARTMENT

25 High Street, Suite 4
Caribou, Me 04736

(207) 493-3301
Fax: (207) 493-4201

Date: April 13, 2021
To: Dennis, City Manager
From: Michael W. Gahagan, Chief of Police
RE: Reserve Officer – New Hire Appointment

Dear Mr. Marker,

The Department has hired Chandler Madore as a Reserve Officer. He has the required Law Enforcement Pre-Service certification and worked full time hours at Van Buren Police Department for four years before they closed.

As warmer weather approaches and our employees take vacations, Officer Madore will be able to assist us in filling shifts that are vacant. We have one Officer currently out on leave and have had a few Reserve Officers retire or get done recently leaving a few vacancies.

We have completed the hiring process for Chandler Madore and are recommending him for appointment at the next City Council meeting in accordance with State of Maine:

Title 30-A Municipalities and Counties
Section 2671 Police Officers

1. Appointment. Except as provided by charter, ordinance or section 2636, subsection 6, the municipal officers may appoint Police Officers for an indefinite term, and control and fix their compensation. Police Officers, including Chiefs of Police, may be removed for cause after notice and hearing.
 - A. Before appointing any law enforcement officer, the municipal officers shall investigate the qualifications and background of any person being considered for appointment. This includes investigating the applicant's abilities, reputation for truthfulness and respect for the law.
 - B. An appointed law enforcement officer is subject to the training requirements of title 25, chapter 341.
 - C. Notwithstanding section 2526, residency in the State is not a condition of initial or continued appointment as a municipal Police Officer.

Please call me if you have any questions.

Respectfully Submitted,
Chief Michael W. Gahagan
Michael W. Gahagan

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



MEMO

TO: Caribou City Council Members
FROM: Dennis Marker, City Manager
RE: Council Public Safety Committee
DATE: April 14, 2021

City Charter, Section 2.03, provides that the Mayor is to appoint all Council Committees, name the Chairperson of said Committees and determine the duties of said Committees. Mayor Smith would like to organize a Council Public Safety Committee to focus on the evaluation of the police station and getting a ballot measure prepared for the November election.

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



MEMO

TO: Caribou City Council Members
FROM: Dennis Marker, City Manager
RE: Ordinance 1, 2021 Series Rezoning Properties near 470
Sweden Street
DATE: April 14, 2021

This ordinance was introduced at the April 5, 2021 Council meeting. The public notice for this hearing included both the Planning Board recommendation and the staff recommendation.

A copy of the Planning Board Minutes pertaining to this rezoning request is attached to this memo.

The City Council, after receiving public input, may determine which map amendment to make. If the Council chooses to make changes other than those included in the notice, then an additional hearing must be conducted before the ordinance can be adopted.



City of Caribou, Maine

Municipal Building
25 High Street
Caribou, ME 04736
Telephone (207) 493-3324
Fax (207) 493-4228
www.cariboumaine.org

To: Caribou City Council
From: Caribou Planning Board
Re: Recommendation for Amendment to Caribou Zoning Map

1 April 2021

Councilors,

Pursuant to Section 13-850 of the Caribou Code;

The Caribou Planning Board held a public hearing on March 11, 2021 to consider an amendment to the Caribou Zoning Map:

Rezone a portion of Tax Map 10- Lots 39-B, 40 and 41, (450, 467 and 473 Sweden Street) from Residential 1 (R-1) to Residential 3 (R-3)

The R-1 District is intended primarily for older residential neighborhoods within convenient reach of business facilities. This district is expected to contain higher-density single-family dwellings.

The R-3 District encompasses most of the area outside the urban center and is intended for the kinds of uses more traditional in rural areas, such as farming, farm residence, and other uses not inconsistent with a generally open, non-intensive pattern of land use. The minimum lot size requirement is high, in order to prevent overdevelopment, where public sewer is not feasible and the full range of urban services cannot be provided economically.

The Caribou Planning Board received a request from Jessica and Dwayne Gagnon at 467 Sweden Street and Melissa and Alhassan Badahman at 471 Sweden Street, and in response to the Public Notice, from Judy and Bryan Corrow at 450 Sweden Street, to rezone their respective properties from R-1 to R-3, citing the desire for a more rural lifestyle and the ability to have and to keep poultry and livestock. The Caribou Planning Board agreed that the impacted area currently in the R-1 district historically has been rural in nature, consisting of former family farms and agricultural lands. Thus, the Caribou Planning Board voted in favor of sending a recommendation to the Caribou City Council that the requested change to the Caribou Zoning Map be adopted.

The Caribou Planning Board hereby requests that the City Council consider this request, and if adopted, initiate the process to amend the Caribou Zoning Map accordingly.

Respectfully submitted,

Daniel T

Bagley:A01097C0000014E2B3F
4FA6000021C1

Daniel Bagley
2021 Planning Board Chair

Digitally signed by Daniel T
Bagley:A01097C0000014E2B3F4FA6000021C1
DN: c=US, o=U.S. Government, ou=ECA, ou=IdenTrust,
ou=LATTICE TECHNOLOGY GROUP INC, cn=Daniel T
Bagley:A01097C0000014E2B3F4FA6000021C1
Date: 2021.04.01 12:04:28 -0400



City of Caribou, Maine

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

Caribou Planning Board Meeting Minutes Thursday, March 11, 2021 @ 5:30 pm Via Zoom

Members Present: Dan Bagley, Christine Solman, Amanda Jandreau, Frank McElwain, Drew Ayer, Dave Corriveau and Eric Hitchcock

Others Present: Ken Murchison –CEO/Zoning Administrator, Dennis Marker –City Manager, Denise Lausier –Executive Assistant to the City Manager, Melissa Badahman and Jessica Gagnon.

Tom Ayer –Councilor Liaison (absent)

I. Call Meeting to Order – Meeting was called to order at 5:42 pm. Meeting was held via Zoom.

II. Approval of Minutes from the February 11, 2021 Planning Board Meeting –

Frank McElwain moved to approve the minutes as presented.

Chairman Dan Bagley wanted to clarify one item in the minutes on page 4 to include the Board consensus on waivers. Chairman Bagley also commented a good job was done on the minutes.

Frank McElwain amended his motion to approve the minutes as presented with the requested change; seconded by Dave Corriveau.

Roll call vote.

Frank – Yes; Amanda – Yes; Christine – Yes; Eric – Yes; Drew – Yes; Dave – Yes

Motion carried with all in favor.

III. Public Hearing to hear comments regarding a Zoning Change request from the property owners at 467 and 473 Sweden Street and related area from R-1 (High Density Residential District) to R-3 (Rural Residential District) and possible action –

Chairman Bagley opened the Public Hearing at 5:47 pm and introduced this item.

CEO Ken Murchison received comments from abutters in the neighborhood and read them into the record.

Brian and Karen Pelletier, 468 Sweden Street – Curious about the rezoning process but not opposed to the proposed rezoning

Nancy Beaver on behalf of Edwina Wright, 443 Sweden Street – Edwina Wright no longer owns the property and offers no opinion either for or against rezoning.

Ronnie Moir, 411 Brown Road – Farms extensively in this area and has no issues with the rezoning of the properties in question.

Brian and Judy Corrow, 450 Sweden Street – Wondered about the process for rezoning, have no issues with the rezoning request and have further requested, first verbally and then in writing, for their property to be included in the rezoning effort.

The applicants Melissa Badahman and Jessica Gagnon gave an overview of their request. They would like to rezone the land to farming and have a few small animals. They grew up farming and would like to share this with their children. Their goal is not to distress their neighbors. Others will not see the animals out back. The animals are for pets and production of food. This land was a farming zone years ago.

CEO Murchison stated that staff reviewed this request. Staff concerns was that the City Code doesn't address rezoning well. If rezoning is applied to other properties as well in the area, it won't cause spot zoning. It meets requirements to be in the R-3 zone. Lot sizes are the right size, except four properties that are not an acre that will become existing non-conforming lots. Rezoning is ok with the Comp Plan and Future Land Use Plan.

With no further comments, the Public Hearing was closed at 6:04 pm.

Chairman Bagley had concerns with the non-conforming lots created for a request of rezone for someone's personal use. CEO Murchison commented there will be further restrictions on setbacks and future development of lots. Manager Marker stated that the non-conforming is lot size; will still be residential and they can still use lots as single family uses. Although, financing may be an issue for any future sales of the homes on those lots.

Christine Solman agreed with Chairman Bagley and also has concerns with the changing of the four lots to non-conforming because of a request to rezone for someone's personal use and how it will put the four lots into a real estate issue if they try to sell their property.

Ms. Solman commented that half of the lots are I-2 and would it be possible to not rezone but place the livestock on the I-2 part of the property. Ms. Badahman & Ms. Gagnon stated that they could not use that piece of property; a four wheeler and snowmobile trail goes through there and it's way too far from water & electric for the animals.

Frank McElwain questioned the Corrow's property and why they requested to be a part of the rezone. CEO Murchison stated that they have a tree farm in the rear of their property surrounded by agriculture and that staff recommendation includes that property for rezone.

Amanda Jandreau suggested to rezone the properties that would conform and leave the four properties that would not.

Amanda Jandreau moved to send to City Council a recommendation to rezone Lots 39B, 40 and 41 on Sweden Street from R-1 zone to R-3 zone; seconded by Frank McElwain.

Roll call vote.

Frank – yes; Amanda – yes; Christine – yes; Drew – yes; Eric – yes; Dave – yes
Motion carried with all in favor.

IV. Consider Chapter 13 Revisions, completed to date and possible action –

City Manager Dennis Marker went through all administrative elements in Chapter 13, Zoning Ordinance of City Code. The revisions include the rezoning request criteria. Definitions that were in the Code twice have been cleaned up and it has shortened the Code by thirty pages. Also, there is less conflicting language in the ordinance. The whole package is ready to forward to the City Council. The next components to review and revise will be processes and then standards.

**Ordinance No. 01, 2021 Series
City of Caribou
County of Aroostook
State of Maine**

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

Short Title: An Ordinance amending the Caribou Zoning Map.

WHEREAS, the City of Caribou is a Local Unit of Government under the State of Maine and is granted home rule authority under Maine Revised Statutes, Title 30-A, §3001; and

WHEREAS, the City of Caribou has adopted Chapter 13, Land Use Ordinances as part of its ordinances and regulations, which outline land use laws and zoning regulations; and

WHEREAS, a request has been made to amend the official zoning map in order to facilitate the more beneficial use of land and properties for economic advancement within the community; and

WHEREAS, the City Planning Board conducted a public hearing on March 11, 2021 to receive comment on the proposal, which hearing was preceded by the notification of affected land owners and the general public in accordance with city notification procedures, and

WHEREAS, the City Planning Board has forwarded a positive recommendation to the City Council for the proposed rezoning.

NOW THEREFORE, the City Council of the City of Caribou, County of Aroostook, State of Maine, pursuant to the requirements of the City of Caribou Charter, Section 2.11, does ordain the following:

Section I. Zoning Map Amendment

The Official Zoning map is hereby amended as illustrated on the attached Exhibit A and city staff are directed to make the appropriate changes and filings in accordance with Title 13 codes.

Section II. Severability

If any part of this ordinance or the application thereof to any person or circumstances shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance or the application thereof to other persons and circumstances, but shall be confined to its operation to the section, subdivision, sentence or part of the section and the persons and circumstances directly involved in the controversy in which such judgment shall have been rendered. It is hereby declared to be the intent of the City Council that this section would have been adopted if such invalid section, provisions, subdivision, sentence or part of a section or application had not been included.

Section III. Posting and Effective Date

This ordinance, being introduced on April 5, 2021 and a public hearing being held on April 20, 2021 was duly passed by the City Council of the City of Caribou, Maine, this ____ day of _____ 2021. This ordinance shall become effective 14 days after adoption by the Council.

Jody Smith, Mayor

Thomas Ayer, Deputy Mayor

Courtney Boma, Councilor

R. Mark Goughan, Councilor

Doug Morrell, Councilor

Joan Theriault, Councilor

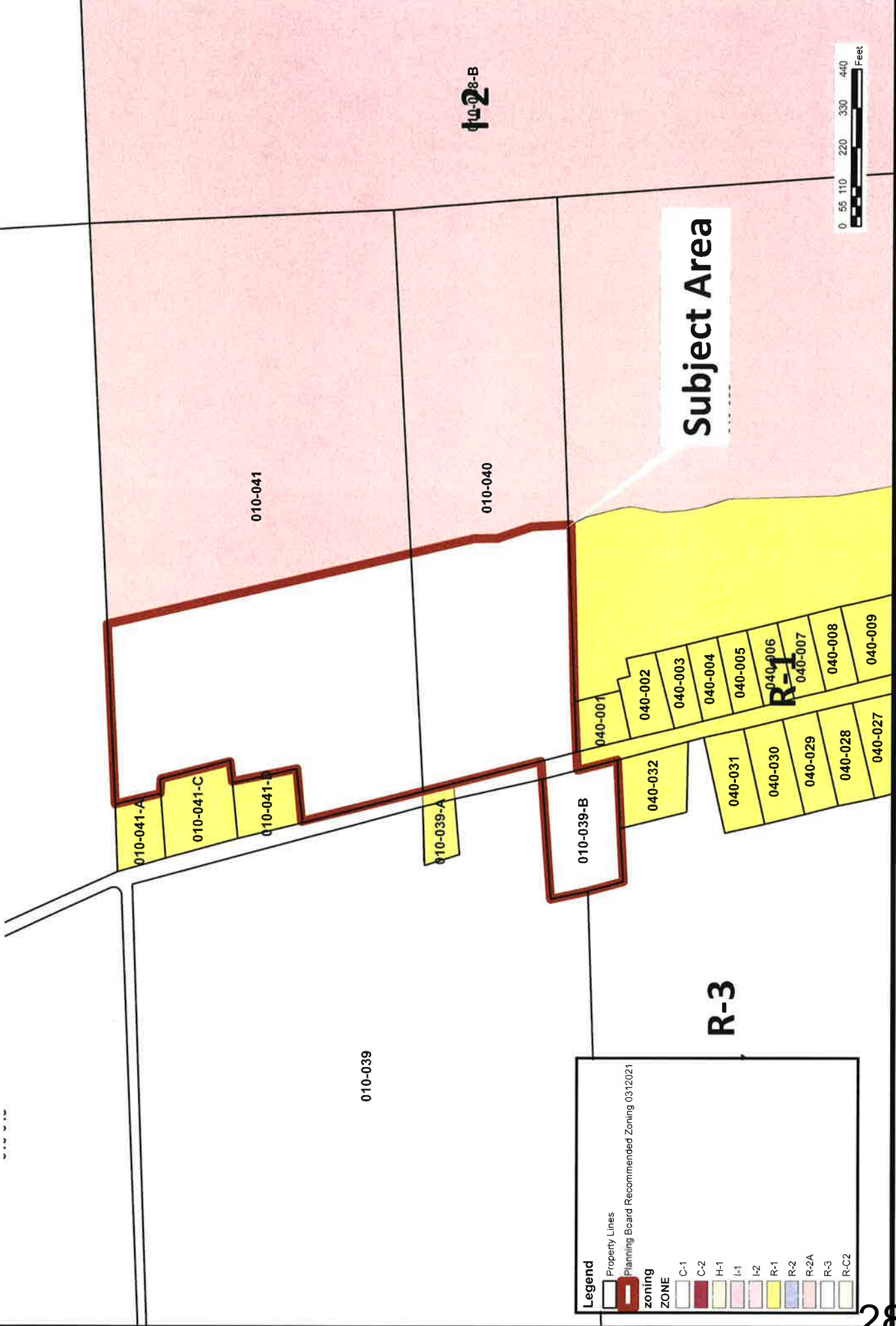
Louella Willey, Councilor

Attest:

Danielle Brissette, City Clerk



City of Caribou Planning Board Recommended Zoning 03/11/2021



Legend

Property Lines

Planning Board Recommended Zoning 03/12/2021

zoning

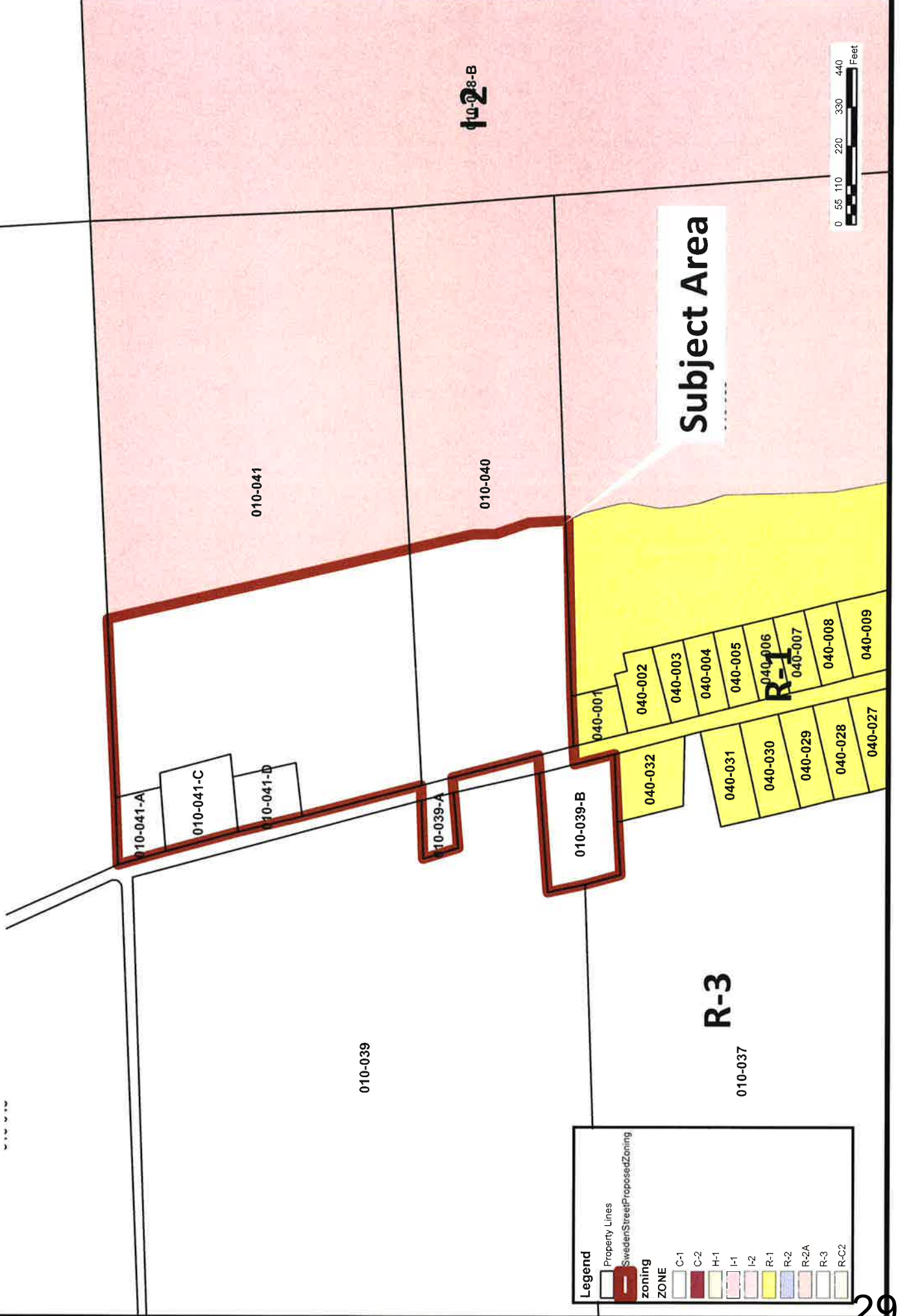
ZONE	Color
C-1	Light Blue
C-2	Dark Blue
H-1	Light Green
I-1	Light Yellow
I-2	Light Purple
R-1	Yellow
R-2	Light Blue
R-2A	Light Green
R-3	Light Yellow
R-C2	Light Green



City of Caribou Staff Recommended Zoning 03/11/2021



013-00



Subject Area

Legend
Property Lines
SwidenStreetProposedZoning

ZONE	Color
C-1	Light Blue
C-2	Light Blue
H-1	Light Blue
I-1	Light Blue
I-2	Light Blue
R-1	Yellow
R-2	Light Blue
R-2A	Light Blue
R-3	Light Blue
RC-2	Light Blue



General Ledger Summary Report

Fund(s): ALL

March

Account	Beginning Balance	Beg Bal Net	Curr Mnth Net	---- Y T D ----		Balance Net
				Debits	Credits	
1 - Gen Fund	5,587.78	372,050.00	-372,050.00	7,563,362.02	7,935,412.02	0.00
Assets	10,266,838.54	10,268,861.14	-744,353.10	3,763,676.34	5,750,168.95	8,282,368.53
101-00 CASH (BANK OF MAINE)	5,400,523.60	5,261,992.83	-470,838.06	2,450,056.74	3,857,434.65	3,854,614.92
102-00 RECREATION ACCOUNTS	37,575.67	29,570.42	0.00	0.00	0.00	29,570.42
103-00 NYLANDER CHECKING	1,565.95	1,566.02	0.07	0.20	0.00	1,566.22
110-00 SECTION 125 CHECKING FSA	14,660.47	14,696.61	-922.15	14,392.71	3,500.75	25,588.57
110-06 2020 SECTION 125 CHECKING HRA	69,828.56	61,808.57	-249.85	0.00	6,575.58	55,232.99
110-07 2021 SECTION 125 CHECKING HRA	0.00	0.00	-1,185.70	83,812.50	3,931.45	79,881.05
111-00 RETIREMENT INVESTMENT	3,000,000.00	3,000,000.00	0.00	0.00	0.00	3,000,000.00
117-00 RLF #10 INVESTMENT	238,918.03	239,019.23	193.03	294.54	0.00	239,313.77
120-00 PETTY CASH	960.00	960.00	0.00	0.00	0.00	960.00
123-00 DIESEL INVENTORY	9,190.38	-5,501.00	-3,453.86	50,092.50	58,955.15	-14,363.65
124-00 GAS INVENTORY	1,264.75	-3,998.00	8,279.74	27,085.00	18,797.60	4,289.40
125-00 ACCOUNTS RECEIVABLE	13,870.37	94,191.44	799.90	180,261.59	257,376.53	17,076.50
126-00 SWEETSOFT RECEIVABLES	359,062.27	433,982.22	-77,135.33	326,024.61	428,512.23	331,494.60
140-00 RESERVE FOR UNCOLLECTIBLE TAX	-669.87	-669.87	0.00	0.00	0.00	-669.87
174-00 CDC LOANS REC (1280)	53,953.03	53,953.03	0.00	0.00	0.00	53,953.03
180-00 DR. CARY CEMETERY INVESTMENT	1,106.71	1,107.42	0.43	0.43	0.00	1,107.85
181-00 HAMILTON LIBRARY TR. INVEST	1,829.10	1,841.06	11.77	11.77	0.00	1,852.83
182-00 KNOX LIBRARY INVESTMENT	10,165.65	10,202.03	35.73	35.73	0.00	10,237.76
183-00 CLARA PIPER MEM INV	672.54	672.96	0.27	0.27	0.00	673.23
184-00 JACK ROTH LIBRARY INVEST	20,504.15	20,636.76	113.81	113.81	0.00	20,750.57
185-00 KEN MATTHEWS SCHOLARSHIP FUN	7,527.27	7,535.92	4.65	4.65	0.00	7,540.57
187-00 DOROTHY COOPER MEM INV	53,114.05	53,204.69	85.31	85.31	0.00	53,290.00
189-00 MARGARET SHAW LIBRARY INV	13,064.63	13,087.92	8.07	8.07	0.00	13,095.99
190-00 GORDON ROBERTSON MEM INV	11,533.98	11,541.25	7.11	7.11	0.00	11,548.36
191-00 MEMORIAL INVESTMENT	6,180.11	6,186.12	4.49	4.49	0.00	6,190.61
192-00 G. HARMON MEM INV	6,793.11	6,798.25	5.03	5.03	0.00	6,803.28
193-00 BARBARA BREWER FUND	5,549.16	5,557.56	8.23	8.23	0.00	5,565.79
194-00 RODERICK LIVING TRUST	16,492.54	16,505.18	10.44	10.44	0.00	16,515.62
196-00 PHILIP TURNER LIBRARY INV	9,121.15	9,143.11	10.15	10.15	0.00	9,153.26
198-00 TAX ACQUIRED PROPERTY	115,302.97	144,639.43	0.00	0.00	11,541.11	133,098.32
198-15 TAX ACQUIRED PROPERTY 2015	0.00	0.00	0.00	7,500.00	7,500.00	0.00
198-18 TAX ACQUIRED PROPERTY 2018	9,434.09	0.00	0.00	4,156.24	4,156.24	0.00
198-19 TAX ACQUIRED PROPERTY 2019	12,375.71	0.00	0.00	5,764.36	5,764.36	0.00
198-20 TAX ACQUIRED PROPERTY 2020	9,570.77	0.00	0.00	5,529.56	5,529.56	0.00
200-20 2020 TAX RECEIVABLE	606,154.36	606,154.36	-140,333.54	785.13	255,564.29	351,375.20
200-21 2021 TAX RECEIVABLE	-49,510.04	-49,512.46	-48,540.81	330.00	154,206.39	-203,388.85
205-16 2016 LIENS RECEIVABLE	9.29	9.29	0.00	0.00	0.00	9.29
205-17 2017 LIENS RECEIVABLE	741.80	741.80	0.00	0.00	0.00	741.80
205-18 2018 LIENS RECEIVABLE	1,572.83	1,572.83	0.00	0.00	0.00	1,572.83
205-19 2019 LIENS RECEIVABLE	135,856.52	135,856.52	-4,199.26	0.00	32,157.57	103,698.95
210-10 2010 PP TAX RECEIVABLE	621.78	621.78	-147.36	0.00	342.93	278.85
210-11 2011 PP TAX RECEIVABLE	869.22	869.22	0.00	0.00	0.00	869.22
210-12 2012 PP TAX RECEIVABLE	5,166.61	5,166.61	0.00	0.00	0.00	5,166.61
210-13 2013 PP TAX RECEIVABLE	5,467.93	5,467.93	0.00	0.00	0.00	5,467.93
210-14 2014 PP TAX RECEIVABLE	6,210.55	6,210.55	0.00	0.00	0.00	6,210.55
210-15 2015 PP TAX RECEIVABLE	12,713.48	12,713.48	0.00	0.00	0.00	12,713.48
210-16 2016 PP TAX RECEIVABLE	10,634.58	10,634.58	0.00	0.00	0.00	10,634.58
210-17 2017 PP TAX RECEIVABLE	11,373.23	11,373.23	0.00	0.00	0.00	11,373.23
210-18 2018 PP TAX RECEIVABLE	12,417.57	12,417.57	0.00	0.00	81.07	12,336.50
210-19 2019 PP TAX RECEIVABLE	16,183.53	16,183.53	-95.35	0.00	307.41	15,876.12

General Ledger Summary Report

Fund(s): ALL
March

Account		Beginning Balance	Beg Bal Net	Curr Mnth Net	---- Y T D ----		Balance Net
					Debits	Credits	
1 - Gen Fund CONT'D							
210-20	2020 PP TAX RECEIVABLE	33,762.08	33,762.08	-8,175.19	0.00	8,636.78	25,125.30
210-21	2021 PP TAX RECEIVABLE	-82.06	-82.06	-108.00	0.00	12,612.00	-12,694.06
303-00	FEDERAL WITHHOLDING	0.00	0.00	259.85	113,623.46	108,746.74	4,876.72
304-00	FICA W/H	18.26	18.26	1,216.28	137,086.60	134,084.72	3,020.14
305-00	MEDICARE WITHHOLDING	4.27	4.27	284.46	32,060.32	31,358.26	706.33
306-00	STATE WITHHOLDING	0.00	0.00	107.89	45,287.96	44,158.56	1,129.40
307-00	M.S.R.S. W/H	88.95	73.65	0.00	28,939.06	28,939.06	73.65
307-01	MSRS EMPLOYER	-152.44	-152.39	0.02	28,950.07	28,950.01	-152.33
308-00	AFLAC INSURANCE	-1.70	0.00	-0.14	2,698.20	2,698.62	-0.42
309-00	DHS WITHHOLDING	0.00	0.00	0.00	1,482.00	1,482.00	0.00
312-00	HEALTH INS. W/H	-23,180.57	-23,180.57	266.84	61,747.16	63,617.22	-25,050.63
314-00	UNITED WAY W/H	0.00	0.00	0.00	39.00	39.00	0.00
315-01	FIREFIGHTERS UNION W/H	0.00	0.00	0.00	2,520.00	2,520.00	0.00
316-00	COUNCIL #93 W/H	0.00	0.00	0.00	1,063.99	1,063.99	0.00
318-00	MMA INCOME PROTECTION	-6,861.65	-6,861.65	350.48	9,466.37	9,610.12	-7,005.40
319-00	REAL ESTATE TAX W/H	0.00	0.00	0.00	8,789.00	8,789.00	0.00
320-00	ICMA RETIREMENT CORP	0.00	0.00	0.00	35,706.35	35,706.35	0.00
320-01	ICMA EMPLOYER MATCH	0.00	0.00	0.00	8,870.06	8,870.06	0.00
322-00	RETIRED HEALTH INS PROGRAM	-23.21	-23.21	0.00	3,266.81	3,266.81	-23.21
323-00	MMA SUPP. LIFE INSURANCE	-2,088.69	-2,088.69	68.22	2,417.59	2,411.43	-2,082.53
324-00	MISC. WITHHOLDING	0.00	0.00	0.00	364.00	364.00	0.00
325-00	DED. FOR VALIC	0.00	0.00	0.00	9,806.01	9,806.01	0.00
325-01	VALIC EMPLOYER MATCH	0.00	0.00	0.00	2,413.79	2,413.79	0.00
329-00	SALES TAX COLLECTED	-36.24	-36.24	-6.76	36.24	6.76	-6.76
330-00	VEHICLE REG FEE (ST. OF ME)	-3,206.00	0.00	-5,159.00	43,686.00	52,066.00	-8,380.00
331-00	BOAT REG FEE INLAND FISHERIES	-84.00	0.00	-849.20	182.50	1,080.70	-898.20
332-00	SNOWMOIBLE REG (F&W)	-13,091.06	0.00	4,188.25	14,788.88	17,492.63	-2,703.75
333-00	ATV REGISTRATION (F&W)	-45.00	0.00	-45.00	0.00	45.00	-45.00
335-00	PLUMBING PERMITS (ST. OF ME)	-1,786.35	-33.85	0.00	0.00	177.50	-211.35
336-00	CONCEALED WEAPON PERMIT	-305.00	-145.00	-165.00	0.00	165.00	-310.00
338-00	CONNOR EXCISE TAX	-104.24	-104.24	581.94	6,191.75	9,476.96	-3,389.45
339-00	CONNOR BOAT EXCISE	5.80	5.80	0.00	6.00	6.00	5.80
340-00	DOG LICENSES (ST. OF ME)	-1,050.00	993.00	42.00	2,234.00	3,335.00	-108.00
341-00	FISHING LICENSES (ST. OF ME)	-600.00	0.00	50.00	700.00	775.00	-75.00
342-00	HUNTING LICENSES (ST. OF ME)	-1,866.75	0.00	262.00	1,557.00	1,858.00	-301.00
347-00	NEPBA UNION PD	0.00	0.00	0.00	1,305.00	1,305.00	0.00
Liabilities		7,506,560.45	7,165,162.11	-368,969.74	1,500,470.20	536,310.43	6,201,002.34
and Fund		0.00	0.00	0.00	0.00	0.00	0.00
Balances		7,506,560.45	7,165,162.11	-368,969.74	1,500,470.20	536,310.43	6,201,002.34
352-00	NYLANDER MUSEUM RESERVE	14,185.99	14,185.99	0.00	0.00	0.00	14,185.99
360-00	RETIREMENT INV FUND	3,000,000.00	3,000,000.00	0.00	0.00	0.00	3,000,000.00
362-00	RLF #10 RESERVE	238,918.03	239,019.23	193.03	0.00	294.54	239,313.77
365-01	COMMUNITY POOL IMPROVEMENT	50,939.52	50,939.52	0.00	0.00	0.00	50,939.52
365-02	REC CENTER IMPROVEMENTS	6,205.53	1,205.53	0.00	0.00	5,000.00	6,205.53
365-03	LAND ACQUISTIONS/EASEMENTS	33,340.00	8,340.00	0.00	0.00	0.00	8,340.00
365-04	RAILS TO TRAILS PROGRAM	22,745.76	22,745.76	0.00	0.00	0.00	22,745.76
365-05	PARK IMPROVEMENT RESERVE	39,415.38	39,415.38	0.00	20,200.00	7.20	19,222.58
365-07	REC/PARKS COMPUTER RESERVE	-604.00	-604.00	0.00	0.00	0.00	-604.00
365-09	RECREATION EQUIPMENT RESERVE	-9,458.33	-9,458.33	0.00	0.00	0.00	-9,458.33
365-10	REC LAWN MOWER RESERVE	21,095.44	21,095.44	0.00	0.00	0.00	21,095.44
365-11	TRAIL MAINTENANCE RESERVE	3,066.11	3,066.11	0.00	3,066.11	0.00	0.00

General Ledger Summary Report

Fund(s): ALL
March

Account	Beginning Balance	Beg Bal Net	Curr Mnth Net	---- Y T D ----		Balance Net
				Debits	Credits	
1 - Gen Fund CONT'D						
365-12 CRX/TOS RESERVE	4,091.66	4,091.66	-79.98	79.98	1,000.00	5,011.68
365-13 RECREATION - COLLINS POND	20,921.50	10,921.50	0.00	0.00	0.00	10,921.50
365-18 REC SCHOLARSHIPS	2,551.22	2,551.22	0.00	0.00	0.00	2,551.22
365-19 CIVIC BEAUTIFICATION RESERVE	0.14	0.14	0.00	0.00	0.00	0.14
365-20 SKI TRAIL PROGRAM	1,404.29	0.00	127.00	0.00	207.00	207.00
365-21 RD TRAILS GRANT	0.47	0.47	0.00	0.00	0.00	0.47
365-22 NON APPROP SKI RENTAL PROGRAM	9,297.21	8,926.26	-132.77	491.67	1,890.00	10,324.59
365-24 CADET RESERVE	482.56	482.56	0.00	0.00	0.00	482.56
365-25 COMMUNITY BULLETIN BOARD	200.00	200.00	0.00	0.00	0.00	200.00
365-26 SPLASH PAD RESERVE	10,250.00	289,110.54	2,290.00	0.00	2,290.00	291,400.54
366-00 ASSESSMENT RESERVE	-205.00	-205.00	0.00	0.00	0.00	-205.00
366-01 LIBRARY BUILDING RESERVE	25,920.09	25,920.09	0.00	0.00	0.00	25,920.09
366-02 LIBRARY MEMORIAL FUND	34,982.76	34,976.82	22.99	298.31	434.50	35,113.01
366-03 LIBRARY COMPUTER RESERVE	1,208.20	1,208.20	0.00	0.00	0.00	1,208.20
366-12 KING GRANT	1,565.11	1,565.11	0.00	0.00	0.00	1,565.11
367-01 POLICE DONATED FUNDS	24,687.18	24,687.18	3,999.37	151.18	4,050.00	28,586.00
367-02 POLICE DEPT EQUIPMENT	59,520.17	56,243.82	-948.37	3,098.95	2,150.58	55,295.45
367-03 POLICE CAR RESERVE	-11,819.88	-11,819.88	0.00	0.00	0.00	-11,819.88
367-04 POLICE CAR VIDEO SYSTEM	3,128.75	3,128.75	0.00	0.00	0.00	3,128.75
367-05 DRINK GRANT PERSONNEL	17,251.32	17,073.76	-1,630.20	16,455.60	14,760.00	15,378.16
367-06 PD COMPUTER RESERVE	15,222.22	15,222.22	-600.00	600.00	0.00	14,622.22
367-07 POLICE DIGITAL FILING	9,000.00	9,000.00	0.00	0.00	0.00	9,000.00
367-08 MAJOR SYSTEMS REPLACEMENT	44,372.49	44,372.49	0.00	750.00	0.00	43,622.49
367-09 NEW POLICE STATION	-27,111.32	-25,574.78	0.00	0.00	0.00	-25,574.78
367-10 POLICE OFFICER RECRUITMENT RES	54,000.00	54,000.00	0.00	0.00	0.00	54,000.00
368-01 FIRE EQUIPMENT RESERVE	-115,030.29	-115,030.29	0.00	0.00	0.00	-115,030.29
368-02 FIRE HOSE RESERVE	5,006.25	5,006.25	0.00	0.00	0.00	5,006.25
368-03 FIRE DEPT FOAM RESERVE	1,443.50	1,443.50	0.00	0.00	0.00	1,443.50
368-04 FIRE TRAINING BLDG RESERVE	3,226.25	3,226.25	0.00	0.00	0.00	3,226.25
368-05 FIRE DEPT FURNACE	0.14	0.14	0.00	0.00	0.00	0.14
368-06 FIRE/AMB COMPUTER RESERVE	4,164.90	4,164.90	0.00	0.00	0.00	4,164.90
368-07 FIRE DISPATCH REMODEL	3,100.00	3,100.00	0.00	0.00	0.00	3,100.00
368-08 FIRE SMALL EQUIPMENT	3,156.05	3,156.05	0.00	0.00	0.00	3,156.05
368-09 FEMA TRUCK GRANT	5.00	5.00	0.00	0.00	0.00	5.00
368-10 FIRE/AMB BUILDING RESERVE	202,489.29	241,502.32	-895.00	128,184.24	0.00	113,318.08
368-12 FIRE/AMB UNIFORM RESERVE	0.00	1,855.00	-1,547.00	1,547.00	0.00	308.00
369-01 AMBULANCE SMALL EQUIP RESERVE	14,150.32	14,150.32	0.00	0.00	0.00	14,150.32
369-02 AMBULANCE STAIRCHAIRS	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00
369-03 AMBULANCE RESERVE	95,881.67	95,881.67	0.00	0.00	0.00	95,881.67
370-03 PW EQUIPMENT RESERVE	122,369.36	122,369.36	0.00	0.00	0.00	122,369.36
370-04 STREETS/ROADS RECONSTRUCTION	56,696.35	56,696.35	0.00	0.00	0.00	56,696.35
370-05 CURBING RESERVE	5,178.30	5,178.30	0.00	0.00	0.00	5,178.30
370-06 FUEL TANK RESERVE	-68,555.34	-67,779.66	1,300.92	0.00	3,752.39	-64,027.27
370-07 PW BUILDING RESERVE	-15,733.28	-15,453.61	0.00	0.00	0.00	-15,453.61
370-09 RIVER ROAD RESERVE	-65,681.75	-65,681.75	0.00	0.00	0.00	-65,681.75
370-10 AIRPORT FUEL TANK RESERVE	1,992.48	1,992.48	0.00	0.00	0.00	1,992.48
371-01 ASSESSMENT REVALUATION RESER	65,351.91	65,351.91	0.00	0.00	0.00	65,351.91
371-02 ASSESSING COMPUTER RESERVE	445.50	445.50	0.00	0.00	0.00	445.50
371-03 AERIAL PHOTOGRAPHY	2,700.00	2,700.00	0.00	0.00	0.00	2,700.00
371-04 ASSESSING OFFICE EQUIPMENT	730.00	730.00	0.00	0.00	0.00	730.00
371-05 ASSESSING TRAVEL & TRAINING	-216.91	-216.91	0.00	0.00	0.00	-216.91
372-01 AIRPORT RESERVE	61,468.24	61,468.24	0.00	0.00	20,000.00	81,468.24
372-04 AIRPORT HANGER SECURITY DEPOS	1,010.00	1,010.00	0.00	0.00	0.00	1,010.00

General Ledger Summary Report

Fund(s): ALL

March

Account	Beginning Balance	Beg Bal Net	Curr Mnth Net	---- Y T D ----		Balance Net
				Debits	Credits	
1 - Gen Fund CONT'D						
373-01 GEN GOVT COMPUTER RESERVE	4,262.97	4,262.97	0.00	0.00	0.00	4,262.97
373-02 CITY COMPREHENSIVE PLAN	27.40	27.40	0.00	0.00	0.00	27.40
373-03 MUNICIPAL BUILDING RESERVE	40,975.64	40,975.64	-2,160.00	3,040.00	0.00	37,935.64
373-04 VITAL RECORDS RESTORATION	776.50	776.50	0.00	0.00	0.00	776.50
373-05 BIO-MASS BOILERS	1,037.51	1,037.51	0.00	53,804.00	0.00	-52,766.49
373-07 T/A PROPERTY REMEDIATION RESEI	12,039.20	19,539.20	0.00	7,500.00	0.00	12,039.20
373-08 HRA CONTRIBUTION RESERVE	38,436.23	38,436.23	0.00	0.00	0.00	38,436.23
373-10 FLEET VEHICLES	1,221.20	1,221.20	0.00	0.00	0.00	1,221.20
373-11 NASIFF CLEAN UP	-8,072.55	-8,072.55	0.00	0.00	0.00	-8,072.55
373-12 NBRC BIRDS EYE	-59,203.55	-59,203.55	0.00	0.00	0.00	-59,203.55
373-17 LADDER ENGINE TRUCK 2016	116,700.80	116,700.80	0.00	116,999.60	0.00	-298.80
373-19 2020 HRA RESERVE	69,828.56	61,808.57	-249.85	6,575.58	0.00	55,232.99
373-20 CDBG USDA 60 ACCESS/BIRDSEYE	37,950.84	33,844.59	-150.00	150.00	0.00	33,694.59
373-21 2021 HRA RESERVE	0.00	0.00	-1,185.70	3,931.45	83,812.50	79,881.05
374-00 REC/PARKS COMPUTER RESERVE	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
374-01 INDUSTRIAL PARK IMPROVEMENTS	12,440.88	12,440.88	0.00	0.00	0.00	12,440.88
374-03 DOWNTOWN INFRASTRUSTURE	36,415.42	36,415.42	0.00	0.00	0.00	36,415.42
380-01 CAPTS CDBG	-4,211.00	-4,211.00	-13,986.64	13,986.64	0.00	-18,197.64
380-02 CDBG PORVAIR	0.68	0.68	0.00	9,564.68	0.00	-9,564.00
385-00 COMMUNITY DEVELOPMENT MATCH	8,423.52	8,423.52	700.00	0.00	23,950.78	32,374.30
387-00 BOUCHARD TIF	10,348.30	10,348.30	0.00	0.00	0.00	10,348.30
388-00 HILLTOP TIF	1,438.06	1,438.06	0.00	0.00	0.00	1,438.06
392-00 PLANNING/ENGINEERING RESERVE	6,241.09	6,241.09	0.00	0.00	0.00	6,241.09
398-00 RECREATION ACCTS FUND BALANCE	37,575.67	29,570.42	0.00	0.00	0.00	29,570.42
399-00 PARKING LOT MAINTENANCE RES	42,866.51	32,866.51	0.00	0.00	0.00	32,866.51
402-00 CDC ECONOMIC DEVELOPMENT	240,000.00	240,000.00	0.00	0.00	0.00	240,000.00
403-00 CDC REVOLVING LOAN	360,961.54	386,682.34	0.00	0.00	0.00	386,682.34
406-00 TRAILER PARK RESERVE	49,254.77	50,833.41	0.00	0.00	0.00	50,833.41
407-00 COUNTY TAX	2.13	2.13	0.00	0.00	0.00	2.13
415-00 LIONS COMMUNITY CENTER RESER\	16,056.20	16,056.20	0.00	0.00	0.00	16,056.20
417-00 COMPENSATED ABSENCES	118,314.25	118,314.25	-13,166.44	18,365.71	0.00	99,948.54
419-00 DUE FROM CDC (1280)	53,953.03	53,953.03	0.00	0.00	0.00	53,953.03
421-00 DEFERRED TAX REVENUE	1,100,860.53	859,755.36	0.00	0.00	0.00	859,755.36
422-00 KEN MATTHEWS SCHOLARSHIP FUN	7,527.27	7,535.92	4.65	0.00	4.65	7,540.57
423-00 DR. CARY CEMETERY TRUST FUND	1,106.71	1,107.42	0.43	0.00	0.43	1,107.85
424-00 HAMILTON LIBRARY TRUST FUND	1,829.10	1,841.06	11.77	0.00	11.77	1,852.83
425-00 KNOX LIBRARY MEMORIAL FUND	10,165.65	10,202.03	35.73	0.00	35.73	10,237.76
426-00 CLARA PIPER MEM FUND	672.54	672.96	0.27	0.00	0.27	673.23
427-00 JACK ROTH LIBRARY MEM FUND	20,428.13	20,636.76	-199.28	665.85	113.81	20,084.72
429-00 BARBARA BREWER FUND	5,549.16	5,557.56	8.23	0.00	8.23	5,565.79
430-00 D. COOPER MEM FUND	53,114.05	53,204.69	85.31	2,000.00	85.31	51,290.00
432-00 MARGARET SHAW LIBRARY MEMORI	13,064.63	13,087.92	8.07	0.00	8.07	13,095.99
433-00 GORDON ROBERTSON MEM FUND	11,533.98	11,541.25	7.11	0.00	7.11	11,548.36
434-00 MEMORIAL INVESTMENT	6,180.11	6,186.12	4.49	0.00	4.49	6,190.61
435-00 RODERICK LIVING TRUST	16,492.54	16,505.18	10.44	0.00	10.44	16,515.62
436-00 AMBULANCE REIMBURSEMENT	14,574.45	14,402.11	4,058.51	524.87	5,142.28	19,019.52
437-00 DEFERRED AMBULANCE REVENUE	572,816.11	433,982.22	0.00	0.00	0.00	433,982.22
438-00 PHILIP TURNER LIBRARY MEMORIAL	9,121.15	9,143.11	10.15	0.00	10.15	9,153.26
441-00 AMBULANCE FUND BALANCE	1,005.62	1,005.62	0.00	0.00	0.00	1,005.62
447-00 EMA EQUIP RESERVE	1,991.79	1,991.79	0.00	0.00	0.00	1,991.79
450-00 RESOURCE RESERVE ACCOUNT	440,480.10	212,065.10	-4,237.50	20,937.50	0.00	191,127.60
457-00 HOMELAND SECURITY RESERVE	2,277.92	2,277.92	0.00	0.00	0.00	2,277.92
460-00 YARD SALE	-988.84	-988.84	0.00	0.00	0.00	-988.84

General Ledger Summary Report

Fund(s): ALL

March

Account	Beginning Balance	Beg Bal Net	Curr Mnth Net	---- Y T D ----		Balance Net
				Debits	Credits	
1 - Gen Fund CONT'D						
461-00 CRAFT FAIR	9,208.95	9,208.95	0.00	0.00	126.00	9,334.95
462-00 CDBG HOUSING REHABILITATION	3,879.87	3,879.87	32.00	0.00	32.00	3,911.87
463-00 MISC EVENTS	644.90	-558.87	102.00	0.00	307.00	-251.87
465-00 THURSDAYS ON SWEDEN	-241.36	-241.36	0.00	0.00	0.00	-241.36
465-01 STORY OF CARIBOU	7,500.00	7,500.00	0.00	0.00	0.00	7,500.00
466-00 HERITAGE DAY	-8,000.00	-8,000.00	0.00	0.00	0.00	-8,000.00
467-00 MARATHON	-35,721.53	-35,721.53	0.00	0.00	0.00	-35,721.53
469-00 DENTAL INSURANCE	2,413.09	2,413.09	-86.63	4,911.51	4,958.12	2,459.70
470-00 EYE INSURANCE	639.98	639.98	-0.35	885.93	884.88	638.93
471-00 RC2 TIF	73,212.69	73,212.69	0.00	0.00	0.00	73,212.69
472-00 ANIMAL WELFARE	11,513.21	11,741.21	64.00	229.00	1,083.00	12,595.21
473-00 DOWNTOWN TIF	0.00	15,420.00	0.00	0.00	0.00	15,420.00
477-00 LED STREET LIGHTS	60,385.84	78,575.53	0.00	0.00	0.00	78,575.53
478-00 G. HARMON MEM FUND	6,793.11	6,798.25	5.03	0.00	5.03	6,803.28
480-00 CITY RETIREMENT	1,079.76	1,079.76	0.00	0.00	0.00	1,079.76
483-02 DUE TO FUND 2	598,566.20	598,566.20	0.00	0.00	7,111.31	605,677.51
483-03 DUE TO FUND 3	693,103.74	706,934.80	7,401.09	0.00	18,296.74	725,231.54
483-04 DUE TO FUND 4	339,269.80	348,844.10	4,787.17	0.00	9,574.34	358,418.44
483-05 DUE TO FUND 5	3,131,289.65	3,163,435.58	59.65	0.00	59.78	3,163,495.36
484-02 DUE FROM FUND 2	-565,362.46	-566,131.05	-11,287.98	24,255.68	0.00	-590,386.73
484-03 DUE FROM FUND 3	-587,634.92	-592,405.27	-10,901.49	23,758.30	0.00	-616,163.57
484-04 DUE FROM FUND 4	-324,090.65	-331,238.46	-3,430.58	11,089.93	0.00	-342,328.39
484-05 DUE FROM FUND 5	-2,497,800.83	-2,585,979.05	-11,560.41	53,974.62	0.00	-2,639,953.67
486-00 RETIREMENT RESERVE	4,139.00	4,139.00	0.00	0.00	0.00	4,139.00
488-00 CHRISTMAS LIGHTS	825.87	-1,374.13	0.00	126.57	0.00	-1,500.70
490-00 T/A PROPERTY REMEDIATION RES	17,502.89	17,502.89	0.00	0.00	0.00	17,502.89
493-00 RSU 39 COMMITMENT	-1,082,828.16	-1,082,828.16	-315,932.58	947,797.74	0.00	-2,030,625.90
494-00 TRI COMMUNITY/AWS	0.00	0.00	0.00	0.00	324,082.00	324,082.00
496-00 BIRTH RECORDS STATE FEE	70.00	0.00	53.20	134.00	243.20	109.20
497-00 DEATH RECORDS STATE FEE	182.40	0.00	20.40	262.00	388.80	126.80
498-00 MARRIAGE RECORDS STATE FEE	36.40	0.00	-4.00	76.00	116.00	40.00
Fund Balance	2,754,690.31	2,731,649.03	-3,333.36	2,299,215.48	1,648,932.64	2,081,366.19
500-00 EXPENDITURE CONTROL	0.00	0.00	-755,842.77	2,222,161.77	18,413.47	-2,203,748.30
510-00 REVENUE CONTROL	0.00	0.00	752,509.41	77,053.71	1,630,519.17	1,553,465.46
600-00 FUND BALANCE	2,754,690.31	2,731,649.03	0.00	0.00	0.00	2,731,649.03
2 - Snowmoible Trail Maintenance	0.00	0.00	0.00	31,366.99	31,366.99	0.00
Assets	0.00	0.00	0.00	0.00	0.00	0.00
Liabilities	37,449.56	38,218.15	11,287.98	7,111.31	30,254.45	61,361.29
and Fund	0.00	0.00	0.00	0.00	0.00	0.00
Balances	37,449.56	38,218.15	11,287.98	7,111.31	30,254.45	61,361.29
365-11 TRAIL MAINTENANCE RESERVE	70,653.30	70,653.30	0.00	0.00	5,998.77	76,652.07
483-01 DUE TO FUND 1	565,362.46	566,131.05	11,287.98	0.00	24,255.68	590,386.73
484-01 DUE FROM FUND 1	-598,566.20	-598,566.20	0.00	7,111.31	0.00	-605,677.51
Fund Balance	-37,449.56	-38,218.15	-11,287.98	24,255.68	1,112.54	-61,361.29
500-00 Expense Control	0.00	0.00	-11,287.98	24,255.68	0.00	-24,255.68
510-00 Revenue Control	0.00	0.00	0.00	0.00	1,112.54	1,112.54

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Account	Beginning Balance	Beg Bal Net	Curr Mnth Net	---- Y T D ----		Balance Net
Debits					Credits	
2 - Snowmoible Trail Maintenance CONT'D						
600-00 Fund Balance	-37,449.56	-38,218.15	0.00	0.00	0.00	-38,218.15
3 - Housing Department	0.00	0.00	0.00	42,055.04	42,055.04	0.00
Assets	0.00	0.00	0.00	0.00	0.00	0.00
Liabilities	-51,072.64	-53,133.35	3,500.40	18,296.74	23,758.30	-47,671.79
and Fund	0.00	0.00	0.00	0.00	0.00	0.00
Balances	-51,072.64	-53,133.35	3,500.40	18,296.74	23,758.30	-47,671.79
409-00 HOUSING RESERVE	54,396.18	61,396.18	0.00	0.00	0.00	61,396.18
483-01 DUE TO FUND 1	587,634.92	592,405.27	10,901.49	0.00	23,758.30	616,163.57
484-01 DUE TO FUND 1	-693,103.74	-706,934.80	-7,401.09	18,296.74	0.00	-725,231.54
Fund Balance	51,072.64	53,133.35	-3,500.40	23,758.30	18,296.74	47,671.79
500-00 Expense Control	0.00	0.00	-10,901.49	23,758.30	0.00	-23,758.30
510-00 Revenue Control	0.00	0.00	7,401.09	0.00	18,296.74	18,296.74
600-00 Fund Balance	51,072.64	53,133.35	0.00	0.00	0.00	53,133.35
4 - FSS	0.00	0.00	0.00	20,664.27	20,664.27	0.00
Assets	0.00	0.00	0.00	0.00	0.00	0.00
Liabilities	-15,179.15	-17,605.64	-1,356.59	9,574.34	11,089.93	-16,090.05
and Fund	0.00	0.00	0.00	0.00	0.00	0.00
Balances	-15,179.15	-17,605.64	-1,356.59	9,574.34	11,089.93	-16,090.05
483-01 DUE TO FUND 1	324,090.65	331,238.46	3,430.58	0.00	11,089.93	342,328.39
484-01 DUE FROM FUND 1	-339,269.80	-348,844.10	-4,787.17	9,574.34	0.00	-358,418.44
Fund Balance	15,179.15	17,605.64	1,356.59	11,089.93	9,574.34	16,090.05
500-00 Expense Control	0.00	0.00	-3,430.58	11,089.93	0.00	-11,089.93
510-00 Revenue Control	0.00	0.00	4,787.17	0.00	9,574.34	9,574.34
600-00 Fund Balance	15,179.15	17,605.64	0.00	0.00	0.00	17,605.64
5 - ECONOMIC DEV	0.00	0.00	0.00	54,034.40	54,034.40	0.00
Assets	0.00	0.00	0.00	0.00	0.00	0.00
Liabilities	-324,877.05	-283,539.51	11,560.34	59.78	54,034.20	-229,565.09
and Fund	0.00	0.00	0.00	0.00	0.00	0.00
Balances	-324,877.05	-283,539.51	11,560.34	59.78	54,034.20	-229,565.09
473-00 DOWNTOWN TIF	20,545.33	5,850.58	0.00	0.00	0.00	5,850.58
474-00 TRAIL GROOMER RESERVE	37,914.48	37,914.48	59.58	0.00	59.58	37,974.06
475-00 REVOLVING LOAN RESERVE	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00
476-00 FIRE STATION RESERVE	50,151.96	50,151.96	0.00	0.00	0.00	50,151.96
483-01 DUE TO FUND 1	2,497,800.83	2,585,979.05	11,560.41	0.00	53,974.62	2,639,953.67
484-01 DUE FROM FUND 1	-3,131,289.65	-3,163,435.58	-59.65	59.78	0.00	-3,163,495.36
Fund Balance	324,877.05	283,539.51	-11,560.34	53,974.62	0.20	229,565.09
500-00 Expense Control	0.00	0.00	-11,560.41	53,974.62	0.00	-53,974.62

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Account	Beginning Balance	Beg Bal Net	Curr Mnth Net	---- Y T D ----		Balance Net
				Debits	Credits	
5 - ECONOMIC DEV CONT'D						
510-00 Revenue Control	0.00	0.00	0.07	0.00	0.20	0.20
600-00 Fund Balance	324,877.05	283,539.51	0.00	0.00	0.00	283,539.51
Final Totals	5,587.78	372,050.00	-372,050.00	7,711,482.72	8,083,532.72	0.00

Expense Summary Report

Fund: 1
March

Account	Budget Net	Curr Mnth Net	YTD Net	Unexpended Balance	Percent Spent
10 - GENERAL GOVERNMENT	799,765.00	52,869.09	175,492.25	624,272.75	21.94
17 - HEALTH & SANITATION	255,671.00	20,650.00	66,906.00	188,765.00	26.17
18 - MUNICIPAL BUILDING	64,000.00	6,638.65	15,681.72	48,318.28	24.50
20 - GENERAL ASSISTANCE	52,604.00	2,869.30	9,387.94	43,216.06	17.85
22 - TAX ASSESSMENT	272,981.00	18,266.26	61,559.04	211,421.96	22.55
25 - LIBRARY	222,119.00	17,473.41	53,185.25	168,933.75	23.94
31 - FIRE/AMBULANCE DEPARTMENT	2,350,449.00	256,238.87	652,024.93	1,698,424.07	27.74
35 - POLICE DEPARTMENT	1,621,457.00	124,454.68	434,466.30	1,186,990.70	26.79
38 - PROTECTION	365,000.00	29,137.23	86,780.43	278,219.57	23.78
39 - CARIBOU EMERGENCY MANAGEMENT	13,238.00	2,136.17	2,695.35	10,542.65	20.36
40 - PUBLIC WORKS	2,191,691.00	152,279.62	454,348.15	1,737,342.85	20.73
50 - RECREATION DEPARTMENT	508,051.00	41,770.70	123,372.17	384,678.83	24.28
51 - PARKS	154,615.00	10,064.09	29,034.27	125,580.73	18.78
60 - AIRPORT	66,661.00	7,474.58	16,196.20	50,464.80	24.30
61 - CARIBOU TRAILER PARK	20,170.00	1,541.84	2,454.04	17,715.96	12.17
65 - CEMETERIES	6,850.00	0.00	0.00	6,850.00	0.00
70 - INS & RETIREMENT	93,960.00	11,019.47	17,815.15	76,144.85	18.96
75 - CONTRIBUTIONS	4,600.00	0.00	0.00	4,600.00	0.00
80 - UNCLASSIFIED	32,250.00	958.81	2,349.11	29,900.89	7.28
85 - CAPITAL IMPROVEMENTS	745,758.00	0.00	0.00	745,758.00	0.00
Final Totals	9,841,890.00	755,842.77	2,203,748.30	7,638,141.70	22.39

Expense Summary Report
Fund: 2
March

Account	Budget Net	Curr Mnth Net	YTD Net	Unexpended Balance	Percent Spent
52 - SNOWMOIBLE TRAIL MAINTENANCE	54,690.00	11,287.98	24,255.68	30,434.32	44.35
Final Totals	54,690.00	11,287.98	24,255.68	30,434.32	44.35

Expense Summary Report
Fund: 3
March

Account	Budget Net	Curr Mnth Net	YTD Net	Unexpended Balance	Percent Spent
24 - HOUSING	102,383.00	10,901.49	23,758.30	78,624.70	23.21
Final Totals	102,383.00	10,901.49	23,758.30	78,624.70	23.21

Expense Summary Report
Fund: 4
March

Account	Budget Net	Curr Mnth Net	YTD Net	Unexpended Balance	Percent Spent
96 - SECTION 8 - FSS PROGAM	52,330.00	3,430.58	11,089.93	41,240.07	21.19
Final Totals	52,330.00	3,430.58	11,089.93	41,240.07	21.19

Expense Summary Report

Fund: 5
March

Account	Budget Net	Curr Mnth Net	YTD Net	Unexpended Balance	Percent Spent
11 - ECONOMIC DEVELOPMENT	324,042.00	10,838.80	52,195.30	271,846.70	16.11
12 - NYLANDER MUSEUM	19,350.00	721.61	1,779.32	17,570.68	9.20
Final Totals	343,392.00	11,560.41	53,974.62	289,417.38	15.72

Revenue Summary Report

Fund: 1
March

Account	Budget Net	Curr Mnth Net	YTD Net	Uncollected Balance	Percent Collected
10 - GENERAL GOVERNMENT	6,928,998.00	235,324.95	684,063.31	6,244,934.69	9.87
18 - MUNICIPAL BUILDING	4,000.00	333.33	999.99	3,000.01	25.00
20 - GENERAL ASSISTANCE	19,800.00	834.28	2,045.40	17,754.60	10.33
22 - TAX ASSESSMENT	872,950.00	0.00	0.00	872,950.00	0.00
23 - CODE ENFORCEMENT	7,790.00	50.00	1,397.50	6,392.50	17.94
25 - LIBRARY	5,100.00	178.00	987.75	4,112.25	19.37
31 - FIRE/AMBULANCE DEPARTMENT	1,705,195.00	111,701.44	432,742.59	1,272,452.41	25.38
35 - POLICE DEPARTMENT	88,715.00	520.00	770.00	87,945.00	0.87
39 - CARIBOU EMERGENCY MANAGEMENT	2,600.00	0.00	600.00	2,000.00	23.08
40 - PUBLIC WORKS	204,263.00	10,630.85	31,892.55	172,370.45	15.61
50 - RECREATION DEPARTMENT	6,900.00	25.00	25.00	6,875.00	0.36
51 - PARKS	300.00	0.00	150.00	150.00	50.00
60 - AIRPORT	46,500.00	1,891.56	4,341.37	42,158.63	9.34
61 - CARIBOU TRAILER PARK	6,000.00	1,120.00	3,550.00	2,450.00	59.17
70 - INS & RETIREMENT	0.00	17,850.00	17,850.00	-17,850.00	----
Final Totals	9,899,111.00	380,459.41	1,181,415.46	8,717,695.54	11.93

Revenue Summary Report

Fund: 2

March

Account	Budget Net	Curr Mnth Net	YTD Net	Uncollected Balance	Percent Collected
52 - SNOWMOIBLE TRAIL MAINTENANCE	45,100.00	0.00	1,112.54	43,987.46	2.47
Final Totals	45,100.00	0.00	1,112.54	43,987.46	2.47

Revenue Summary Report

Fund: 3
March

Account	Budget Net	Curr Mnth Net	YTD Net	Uncollected Balance	Percent Collected
24 - HOUSING	100,000.00	7,401.09	18,296.74	81,703.26	18.30
Final Totals	100,000.00	7,401.09	18,296.74	81,703.26	18.30

Revenue Summary Report

Fund: 4
March

Account	Budget Net	Curr Mnth Net	YTD Net	Uncollected Balance	Percent Collected
96 - SECTION 8 - FSS PROGAM	57,446.00	4,787.17	9,574.34	47,871.66	16.67
Final Totals	57,446.00	4,787.17	9,574.34	47,871.66	16.67

Revenue Summary Report

Fund: 5
March

Account	Budget Net	Curr Mnth Net	YTD Net	Uncollected Balance	Percent Collected
11 - ECONOMIC DEVELOPMENT	324,042.00	0.00	0.00	324,042.00	0.00
12 - NYLANDER MUSEUM	400.00	0.07	0.20	399.80	0.05
Final Totals	324,442.00	0.07	0.20	324,441.80	0.00

City of Caribou
Investment Report
March 2021

Financial Institution	Investment & Type	Purchase/Reinvest Date	Maturity Date	Length (Days)	Purchase Price	Interest Rate	Estimated Earnings	Amount Int Rec During Period	Market Value
Machias Savings Bank	General Checking Acct					0.50%		7,909.67	3,854,614.92
Machias Savings Bank	Section 125 Checking Acct					0.50%		202.71	135,114.04
Machias Savings Bank	Retirement Saving Acct					0.75%		8,411.95	3,000,000.00
Machias Savings Bank	RLF #10 Checking Acct (Loan fund Adm By CDBG) (Originated from State of Maine Grant)					0.50%		294.54	239,313.77
Trust Funds									
ACFS & Loans	Dr. Cary Cemetery (Savings acct)					0.15%		0.43	1,107.85
ACFS & Loans	Clara Piper Mem Fund (Savings Acct)					0.15%		0.27	673.23
ACFS & Loans	The Roderick Living Trust (Money Market)	5/4/2017			21,810.76	0.25%		10.44	16,515.62
ACFS & Loans	Hamilton Library Trust (CD)	9/25/2018	9/25/2021	1095	1,744.65	2.55%	133.47	11.77	1,852.83
ACFS & Loans	Knox Library Trust (CD)	4/13/2018	4/13/2023	1825	3,195.30	2.20%	351.48	18.67	3,403.93
ACFS & Loans	Knox Library Trust (CD)	4/8/2020	4/8/2021	365	6,739.20	1.00%	67.39	17.06	6,833.83
ACFS & Loans	Jack Roth Library Trust (CD)	4/13/2018	4/13/2023	1825	30,926.67	2.20%	3,401.93	113.81	20,750.57
County Federal Credit Union	Dorothy Cooper Scholarship (CD)	7/19/2020	7/19/2021	365	57,038.85	0.65%	370.75	85.31	53,290.00
County Federal Credit Union	Philip Turner Library Mem(CD)	10/30/2020	10/30/2021	365	9,136.01	0.45%	41.11	10.15	9,153.26
Machias Savings Bank	Margaret Shaw Library Mem(CD)	12/24/2020	12/24/2022	730	13,087.20	0.25%	65.44	8.07	13,095.99
Machias Savings Bank	Gordon Robertson Mem(CD)	9/12/2020	9/12/2021	365	11,532.48	0.25%	28.83	7.11	11,548.36
ACFS & Loans	Memorial Investment(CD)	3/15/2021	6/14/2021	91	6,180.11	0.25%	3.85	4.49	6,190.61
Machias Savings Bank	G. Harmon Memorial(CD)	5/11/2020	5/11/2021	365	6,754.58	0.45%	30.40	5.03	6,803.28
County Federal Credit Union	Ken Matthews Scholarship(CD)	11/24/2020	5/24/2021	180	7,533.96	0.25%	9.29	4.65	7,540.57
Machias Savings Bank	Barbara Brewer Fund(CD)	8/12/2020	8/12/2023	1095	5,544.60	0.60%	99.80	8.23	5,565.79

*Market Value does not reflect interest received due to the fact that interest will be received quarterly and recorded as a revenue

Department Summary

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Vendor	Amount	Account
10 GEN GOVT		
10-01 GEN GOVT / Gen Govt		
01400 - COUNTY QWIK PRINT, INC.	64.00	E 10-01-003-07 GEN GOVT / Gen Govt - OFFICE SUPP / PAPER
01400 - COUNTY QWIK PRINT, INC.	55.90	E 10-01-003-07 GEN GOVT / Gen Govt - OFFICE SUPP / PAPER
02206 - BERNSTEIN SHUR	6,452.00	E 10-01-005-04 GEN GOVT / Gen Govt - LEGAL FEES / LEGAL FEES
02206 - BERNSTEIN SHUR	165.00	E 10-01-005-04 GEN GOVT / Gen Govt - LEGAL FEES / LEGAL FEES
00099 - MMEHT	11,256.55	E 10-01-018-01 GEN GOVT / Gen Govt - HEALTH INS / HEALTH INS
02111 - OFFICE DEPOT	89.99	E 10-01-003-08 GEN GOVT / Gen Govt - OFFICE SUPP / OFFICE SUPP
02111 - OFFICE DEPOT	-56.22	E 10-01-003-08 GEN GOVT / Gen Govt - OFFICE SUPP / OFFICE SUPP
02111 - OFFICE DEPOT	-23.06	E 10-01-003-08 GEN GOVT / Gen Govt - OFFICE SUPP / OFFICE SUPP
00594 - SOLMAN & HUNTER, P.A.	350.00	E 10-01-005-04 GEN GOVT / Gen Govt - LEGAL FEES / LEGAL FEES
00594 - SOLMAN & HUNTER, P.A.	700.00	E 10-01-005-04 GEN GOVT / Gen Govt - LEGAL FEES / LEGAL FEES
00921 - U.S. CELLULAR	16.73	E 10-01-015-01 GEN GOVT / Gen Govt - TELEPHONE / CELL PHONE
00306 - GOVERNMENT FINANCE	170.00	E 10-01-009-04 GEN GOVT / Gen Govt - PROF DUES / PROF DUES
00524 - OAK LEAF SYSTEMS, INC	2,110.00	E 10-01-008-01 GEN GOVT / Gen Govt - COMP MAINT / COMP MAINT
Division Total-	21,350.89	
Department Total-	21,350.89	
11 ECONO DEV		
11-01 ECONO DEV / ECONO DEV CONT'D		
00099 - MMEHT	560.97	E 11-01-018-01 ECONO DEV / ECONO DEV - HEALTH INS / HEALTH INS
00099 - MMEHT	17.70	E 11-01-018-01 ECONO DEV / ECONO DEV - HEALTH INS / HEALTH INS
Division Total-	578.67	
Department Total-	578.67	
18 MUN BUILDING		
18-01 MUN BUILDING / MUN BUILDING CONT'D		
01505 - DEAD RIVER COMPANY	506.69	E 18-01-026-03 MUN BUILDING / MUN BUILDING - HEATING FUEL /
03231 - B & P CLEANERS	845.00	E 18-01-030-01 MUN BUILDING / MUN BUILDING - BLDG SUPPLY / B
00003 - UNIFIRST CORPORATION	59.95	E 18-01-031-01 MUN BUILDING / MUN BUILDING - BLDG MAINT / BL
04116 - VERSANT POWER	278.84	E 18-01-024-04 MUN BUILDING / MUN BUILDING - MAINT COMM / I
04116 - VERSANT POWER	1,144.70	E 18-01-027-11 MUN BUILDING / MUN BUILDING - ELECTRICITY / EI
Division Total-	2,835.18	
Department Total-	2,835.18	
20 G A		
20-01 G A / G A CONT'D		
00003 - UNIFIRST CORPORATION	3.75	E 20-01-019-01 G A / G A - MISC EXPENSE / MISC EXPENSE
00099 - MMEHT	485.90	E 20-01-018-01 G A / G A - HEALTH INS / HEALTH INS
Division Total-	489.65	
Department Total-	489.65	
22 TAX ASSESS		
22-01 TAX ASSESS / TAX ASSESS CONT'D		
00099 - MMEHT	2,906.00	E 22-01-018-01 TAX ASSESS / TAX ASSESS - HEALTH INS / HEALTH INS
00099 - MMEHT	17.10	E 22-01-018-01 TAX ASSESS / TAX ASSESS - HEALTH INS / HEALTH INS
00921 - U.S. CELLULAR	43.84	E 22-01-015-01 TAX ASSESS / TAX ASSESS - TELEPHONE / CELL PHC
00524 - OAK LEAF SYSTEMS, INC	70.00	E 22-01-051-01 TAX ASSESS / TAX ASSESS - EQUIP MAINT / SOFTW
Division Total-	3,036.94	
Department Total-	3,036.94	
24 HOUSING		
24-01 HOUSING / HOUSING CONT'D		
00524 - OAK LEAF SYSTEMS, INC	70.00	E 24-01-003-12 HOUSING / HOUSING - OFFICE SUPP / SOFTWARE
02454 - NAN MCKAY & ASSOCIATES, INC	239.00	E 24-01-009-01 HOUSING / HOUSING - PROF DUES / SUBSCRIPTION
02111 - OFFICE DEPOT	100.53	E 24-01-003-08 HOUSING / HOUSING - OFFICE SUPP / OFFICE SUPP
00099 - MMEHT	16.20	E 24-01-018-01 HOUSING / HOUSING - HEALTH INS / HEALTH INS

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Vendor	Amount	Account
Division Total-	425.73	
Department Total-	425.73	
LIBRARY		
25-01 LIBRARY / LIBRARY CONT'D		
00099 - MMEHT	896.04	E 25-01-018-01 LIBRARY / LIBRARY - HEALTH INS / HEALTH INS
04116 - VERSANT POWER	394.39	E 25-01-027-11 LIBRARY / LIBRARY - ELECTRICITY / ELECTRICITY
01272 - BAKER & TAYLOR	70.14	E 25-01-055-03 LIBRARY / LIBRARY - BOOKS & PERI / BOOKS & PER
01272 - BAKER & TAYLOR	100.28	E 25-01-055-03 LIBRARY / LIBRARY - BOOKS & PERI / BOOKS & PER
01272 - BAKER & TAYLOR	190.32	E 25-01-055-03 LIBRARY / LIBRARY - BOOKS & PERI / BOOKS & PER
03941 - AMAZON CAPITAL SERVICES, INC	21.90	E 25-01-003-08 LIBRARY / LIBRARY - OFFICE SUPP / OFFICE SUPP
03941 - AMAZON CAPITAL SERVICES, INC	83.40	E 25-01-055-03 LIBRARY / LIBRARY - BOOKS & PERI / BOOKS & PER
03941 - AMAZON CAPITAL SERVICES, INC	7.34	E 25-01-055-03 LIBRARY / LIBRARY - BOOKS & PERI / BOOKS & PER
03941 - AMAZON CAPITAL SERVICES, INC	34.36	E 25-01-055-03 LIBRARY / LIBRARY - BOOKS & PERI / BOOKS & PER
03941 - AMAZON CAPITAL SERVICES, INC	9.99	E 25-01-003-08 LIBRARY / LIBRARY - OFFICE SUPP / OFFICE SUPP
01505 - DEAD RIVER COMPANY	473.78	E 25-01-026-03 LIBRARY / LIBRARY - HEATING FUEL / HEATING FUE
00524 - OAK LEAF SYSTEMS, INC	70.00	E 25-01-008-01 LIBRARY / LIBRARY - COMP MAINT / COMP MAINT
02092 - S.W. COLLINS CO.	2.24	E 25-01-031-01 LIBRARY / LIBRARY - BLDG MAINT / BLDG MAINT
03231 - B & P CLEANERS	825.00	E 25-01-271-01 LIBRARY / LIBRARY - CONTR SERVIC / JAN & SUPP
04122 - COLLABORATIVE SUMMER LIBRARY	141.26	E 25-01-406-01 LIBRARY / LIBRARY - PROGRAM / LIBRARY PROG
02111 - OFFICE DEPOT	61.34	E 25-01-003-07 LIBRARY / LIBRARY - OFFICE SUPP / PAPER
00214 - PINE STATE ELEVATOR COMPANY	344.56	E 25-01-031-01 LIBRARY / LIBRARY - BLDG MAINT / BLDG MAINT
Division Total-	3,726.34	
Department Total-	3,726.34	

31 FIRE/AMB

31-01 FIRE/AMB / AMBULANCE CONT'D

03056 - ZOLL MEDICAL CORPORATION GPO	124.01	E 31-01-087-01 FIRE/AMB / AMBULANCE - MED SUPPLIES / AMB SUP
00524 - OAK LEAF SYSTEMS, INC	70.00	E 31-01-051-03 FIRE/AMB / AMBULANCE - EQUIP MAINT / MAINT CC
02142 - COUNTY PLUMBING & HEATING	60.00	E 31-01-031-01 FIRE/AMB / AMBULANCE - BLDG MAINT / BLDG MAINT
00154 - HOGAN TIRE INC	1,098.12	E 31-01-074-01 FIRE/AMB / AMBULANCE - TIRES / TIRES
00878 - INDUSTRIAL PROTECTION SERVICES	2.35	E 31-01-051-05 FIRE/AMB / AMBULANCE - EQUIP MAINT / EQUIP MA
00914 - NORTHEAST PROPANE	104.66	E 31-01-026-03 FIRE/AMB / AMBULANCE - HEATING FUEL / HEATING
03263 - ABILITY NETWORK INC.	104.58	E 31-01-003-09 FIRE/AMB / AMBULANCE - OFFICE SUPP / BILLING SI
03263 - ABILITY NETWORK INC.	104.58	E 31-01-003-14 FIRE/AMB / AMBULANCE - OFFICE SUPP / CALAIS
03263 - ABILITY NETWORK INC.	104.58	E 31-01-003-16 FIRE/AMB / AMBULANCE - OFFICE SUPP / ISLAND FA
03263 - ABILITY NETWORK INC.	104.58	E 31-01-003-17 FIRE/AMB / AMBULANCE - OFFICE SUPP / PATTEN
04116 - VERSANT POWER	589.78	E 31-01-027-11 FIRE/AMB / AMBULANCE - ELECTRICITY / ELECTRICI
00411 - POWERS ROOFING	319.00	E 31-01-031-01 FIRE/AMB / AMBULANCE - BLDG MAINT / BLDG MAINT
00921 - U.S. CELLULAR	356.82	E 31-01-015-01 FIRE/AMB / AMBULANCE - TELEPHONE / CELL PHONI
00099 - MMEHT	23,153.87	E 31-01-018-01 FIRE/AMB / AMBULANCE - HEALTH INS / HEALTH IN:
00099 - MMEHT	26.70	E 31-01-018-01 FIRE/AMB / AMBULANCE - HEALTH INS / HEALTH IN:
00099 - MMEHT	2,876.43	E 31-01-018-02 FIRE/AMB / AMBULANCE - HEALTH INS / AMB BILL
Division Total-	29,200.06	
Department Total-	29,200.06	

35 POLICE DEPT

35-01 POLICE DEPT / POLICE DEPT CONT'D

00099 - MMEHT	29.40	E 35-01-018-01 POLICE DEPT / POLICE DEPT - HEALTH INS / HEALTHI
00099 - MMEHT	20,559.88	E 35-01-018-01 POLICE DEPT / POLICE DEPT - HEALTH INS / HEALTHI
03412 - OIT A/P	122.69	E 35-01-017-03 POLICE DEPT / POLICE DEPT - COMMUNICATE / INT
00921 - U.S. CELLULAR	202.60	E 35-01-015-01 POLICE DEPT / POLICE DEPT - TELEPHONE / CELL PI
02205 - CALDWELL'S AUTO, LLC	221.85	E 35-01-073-01 POLICE DEPT / POLICE DEPT - VEHICLE REP / VEHIC
03337 - FIRESIDE INN & SUITES	325.00	E 35-01-011-02 POLICE DEPT / POLICE DEPT - TRAIN & EDU / TRAIN
00524 - OAK LEAF SYSTEMS, INC	70.00	E 35-01-102-01 POLICE DEPT / POLICE DEPT - COMP TECH / COMP
02102 - TREASURER, STATE OF MAINE	350.00	E 35-01-011-02 POLICE DEPT / POLICE DEPT - TRAIN & EDU / TRAIN

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Vendor	Amount	Account
Division Total-	21,881.42	
Department Total-	21,881.42	
38 PROTECTION		
38-01 PROTECTION / PROTECTION CONT'D		
01454 - R.L. TODD & SON, INC.	7,953.00	E 38-01-105-02 PROTECTION / PROTECTION - STREET LIGHT / ST L
04116 - VERSANT POWER	18.86	E 38-01-105-01 PROTECTION / PROTECTION - STREET LIGHT / STRI
04116 - VERSANT POWER	66.69	E 38-01-105-01 PROTECTION / PROTECTION - STREET LIGHT / STRI
Division Total-	8,038.55	
Department Total-	8,038.55	
39 CEM		
39-01 CEM / CEM CONT'D		
02142 - COUNTY PLUMBING & HEATING	85.38	E 39-01-031-01 CEM / CEM - BLDG MAINT / BLDG MAINT
Division Total-	85.38	
Department Total-	85.38	
40 PUBLIC WORKS		
40-01 PUBLIC WORKS / PUBLIC WORKS CONT'D		
00524 - OAK LEAF SYSTEMS, INC	70.00	E 40-01-003-12 PUBLIC WORKS / PUBLIC WORKS - OFFICE SUPP / S
00099 - MMEHT	15,433.30	E 40-01-018-01 PUBLIC WORKS / PUBLIC WORKS - HEALTH INS / HE
00257 - FASTENAL COMPANY	18.60	E 40-01-051-05 PUBLIC WORKS / PUBLIC WORKS - EQUIP MAINT / E
00257 - FASTENAL COMPANY	234.68	E 40-01-051-05 PUBLIC WORKS / PUBLIC WORKS - EQUIP MAINT / E
00099 - MMEHT	20.40	E 40-01-018-01 PUBLIC WORKS / PUBLIC WORKS - HEALTH INS / HE
02009 - CUMMINS NORTHEAST LLC	267.56	E 40-01-051-05 PUBLIC WORKS / PUBLIC WORKS - EQUIP MAINT / E
02009 - CUMMINS NORTHEAST LLC	4,234.87	E 40-01-051-05 PUBLIC WORKS / PUBLIC WORKS - EQUIP MAINT / E
Division Total-	20,279.41	
Department Total-	20,279.41	
50 REC DEPT		
50-01 REC DEPT / REC DEPT CONT'D		
03455 - HANNAFORD	32.48	E 50-01-030-01 REC DEPT / REC DEPT - BLDG SUPPLY / BLDG SUPPL
00438 - LEVESQUE BUSINESS SOLUTIONS	26.92	E 50-01-003-08 REC DEPT / REC DEPT - OFFICE SUPP / OFFICE SUP
00438 - LEVESQUE BUSINESS SOLUTIONS	30.74	E 50-01-003-08 REC DEPT / REC DEPT - OFFICE SUPP / OFFICE SUP
00438 - LEVESQUE BUSINESS SOLUTIONS	34.95	E 50-01-003-07 REC DEPT / REC DEPT - OFFICE SUPP / PAPER
00099 - MMEHT	5,205.58	E 50-01-018-01 REC DEPT / REC DEPT - HEALTH INS / HEALTH INS
00524 - OAK LEAF SYSTEMS, INC	70.00	E 50-01-008-01 REC DEPT / REC DEPT - COMP MAINT / COMP MAIN
00214 - PINE STATE ELEVATOR COMPANY	172.28	E 50-01-031-01 REC DEPT / REC DEPT - BLDG MAINT / BLDG MAINT
Division Total-	5,572.95	
Department Total-	5,572.95	
51 PARKS		
51-01 PARKS / PARKS CONT'D		
00099 - MMEHT	13.50	E 51-01-018-01 PARKS / PARKS - HEALTH INS / HEALTH INS
04116 - VERSANT POWER	15.72	E 51-01-027-10 PARKS / PARKS - ELECTRICITY / PARK SEC LTS
01033 - BEAUREGARD EQUIPMENT, INC.	1,749.76	E 51-01-051-05 PARKS / PARKS - EQUIP MAINT / EQUIP MAINT
Division Total-	1,778.98	
Department Total-	1,778.98	
52 SNOW TRAIL		
52-01 SNOW TRAIL / SNOW TRAIL CONT'D		
00921 - U.S. CELLULAR	41.09	E 52-01-015-01 SNOW TRAIL / SNOW TRAIL - TELEPHONE / CELL PH
Division Total-	41.09	
Department Total-	41.09	
60 AIRPORT		
60-01 AIRPORT / AIRPORT CONT'D		
00257 - FASTENAL COMPANY	787.24	E 60-01-051-05 AIRPORT / AIRPORT - EQUIP MAINT / EQUIP MAINT

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Vendor	Amount	Account
60 AIRPORT CONT'D		
60-01 AIRPORT / AIRPORT CONT'D		
03851 - ASCENT AVIATION GROUP, INC	18,631.35	E 60-01-420-01 AIRPORT / AIRPORT - AVGAS / AVGAS
03851 - ASCENT AVIATION GROUP, INC	318.17	E 60-01-051-05 AIRPORT / AIRPORT - EQUIP MAINT / EQUIP MAINT
Division Total-	19,736.76	
Department Total-	19,736.76	
70 INS & RETIRE		
70-01 INS & RETIRE / INS & RETIRE CONT'D		
03584 - GROUP DYNAMIC, INC.	384.00	E 70-01-311-01 INS & RETIRE / INS & RETIRE - SECTION 125 / SECT
Division Total-	384.00	
Department Total-	384.00	
75 CONTRIBUTION		
75-01 CONTRIBUTION / CONTRIBUTION CONT'D		
00827 - AROOSTOOK AGENCY ON AGING	4,600.00	E 75-01-177-01 CONTRIBUTION / CONTRIBUTION - AREA AGENCY /
Division Total-	4,600.00	
Department Total-	4,600.00	
96 SECT 8 FSS		
96-01 SECT 8 FSS / SECT 8 FSS CONT'D		
00099 - MMEHT	11.10	E 96-01-018-01 SECT 8 FSS / SECT 8 FSS - HEALTH INS / HEALTH II
Division Total-	11.10	
G/L Account Total	11.10	
G/L Accounts		
G/L Accounts-01 / CONT'D		
00099 - MMEHT	20,833.63	G 1-312-00 Gen Fund / HEALTH INS
00099 - MMEHT	3,101.45	G 1-318-00 Gen Fund / INCOME PROT
00099 - MMEHT	748.70	G 1-323-00 Gen Fund / SUPP LIFE
00015 - TREASURER STATE OF MAINE	5,073.75	G 1-330-00 Gen Fund / VEHICLE REG
02003 - AUTOTRONICS, LLC	956.94	G 1-367-03 Gen Fund / POLICE CAR R
03222 - MAINE WARDEN SERVICE	562.04	G 1-367-05 Gen Fund / DRINK GRANT
04019 - SEWALL	1,421.00	G 1-368-10 Gen Fund / BUILD RES
04019 - SEWALL	6,334.00	G 1-368-10 Gen Fund / BUILD RES
04019 - SEWALL	5,623.00	G 1-368-10 Gen Fund / BUILD RES
04153 - HALEY WARD	2,223.68	G 1-373-20 Gen Fund / CDBG USDA
03459 - BOUCHARD POTATO COMPANY	4,518.07	G 1-387-00 Gen Fund / BOUCHARD TIF
02076 - GALE/CENGAGE LEARNING INC.	25.34	G 1-427-00 Gen Fund / J. ROTH LIB
00524 - OAK LEAF SYSTEMS, INC	1,187.50	G 1-450-00 Gen Fund / RESOURCE RA
00099 - MMEHT	1,602.03	G 1-469-00 Gen Fund / DENTAL INS
00099 - MMEHT	295.31	G 1-470-00 Gen Fund / EYE INS
Division Total-	54,506.44	
G/L Account Total	54,506.44	
Final Total-	198,559.54	

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Vendor	Amount	Account
10 GEN GOVT		
10-01 GEN GOVT / Gen Govt		
02977 - BUSINESS CARD	744.00	E 10-01-008-02 GEN GOVT / Gen Govt - COMP MAINT / HOSTED SER
01400 - COUNTY QWIK PRINT, INC.	64.00	E 10-01-003-07 GEN GOVT / Gen Govt - OFFICE SUPP / PAPER
01400 - COUNTY QWIK PRINT, INC.	110.00	E 10-01-003-05 GEN GOVT / Gen Govt - OFFICE SUPP / PRINTER INK
00551 - LAUSIER, DENISE	27.00	E 10-01-010-01 GEN GOVT / Gen Govt - TRAVEL EXP / MILEAGE
04056 - GWI	400.24	E 10-01-015-04 GEN GOVT / Gen Govt - TELEPHONE / TELEPHONE
02977 - BUSINESS CARD	169.36	E 10-01-008-02 GEN GOVT / Gen Govt - COMP MAINT / HOSTED SER
02977 - BUSINESS CARD	14.99	E 10-01-008-01 GEN GOVT / Gen Govt - COMP MAINT / COMP MAINT
Division Total-	1,529.59	
Department Total-	1,529.59	
11 ECONO DEV		
11-01 ECONO DEV / ECONO DEV CONT'D		
02977 - BUSINESS CARD	236.50	E 11-01-394-20 ECONO DEV / ECONO DEV - COMM PROJECT / MISCI
Division Total-	236.50	
Department Total-	236.50	
12 NYLANDER MUS		
12-01 NYLANDER MUS / NYLANDER MUS CONT'D		
04056 - GWI	84.45	E 12-01-015-04 NYLANDER MUS / NYLANDER MUS - TELEPHONE / TI
01505 - DEAD RIVER COMPANY	364.61	E 12-01-026-03 NYLANDER MUS / NYLANDER MUS - HEATING FUEL /
Division Total-	449.06	
Department Total-	449.06	
18 MUN BUILDING		
18-01 MUN BUILDING / MUN BUILDING CONT'D		
01505 - DEAD RIVER COMPANY	439.15	E 18-01-026-03 MUN BUILDING / MUN BUILDING - HEATING FUEL /
04064 - MAINE PAPER & JANITORIAL PRODUC	17.90	E 18-01-030-01 MUN BUILDING / MUN BUILDING - BLDG SUPPLY / B
00003 - UNIFIRST CORPORATION	59.95	E 18-01-031-01 MUN BUILDING / MUN BUILDING - BLDG MAINT / BI
02977 - BUSINESS CARD	22.06	E 18-01-030-01 MUN BUILDING / MUN BUILDING - BLDG SUPPLY / B
Division Total-	539.06	
Department Total-	539.06	
20 G A		
20-01 G A / G A CONT'D		
00003 - UNIFIRST CORPORATION	3.75	E 20-01-019-01 G A / G A - MISC EXPENSE / MISC EXPENSE
Division Total-	3.75	
Department Total-	3.75	
22 TAX ASSESS		
22-01 TAX ASSESS / TAX ASSESS CONT'D		
02977 - BUSINESS CARD	55.00	E 22-01-011-02 TAX ASSESS / TAX ASSESS - TRAIN & EDU / TRAIN &
02977 - BUSINESS CARD	268.82	E 22-01-010-04 TAX ASSESS / TAX ASSESS - TRAVEL EXP / CONF FEI
04056 - GWI	37.67	E 22-01-015-04 TAX ASSESS / TAX ASSESS - TELEPHONE / TELEPHO
Division Total-	361.49	
Department Total-	361.49	
24 HOUSING		
24-01 HOUSING / HOUSING CONT'D		
04056 - GWI	32.96	E 24-01-015-04 HOUSING / HOUSING - TELEPHONE / TELEPHONE
Division Total-	32.96	
Department Total-	32.96	
LIBRARY		
25-01 LIBRARY / LIBRARY CONT'D		
04056 - GWI	164.87	E 25-01-015-04 LIBRARY / LIBRARY - TELEPHONE / TELEPHONE
01272 - BAKER & TAYLOR	185.43	E 25-01-055-03 LIBRARY / LIBRARY - BOOKS & PERI / BOOKS & PER

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Vendor	Amount	Account
25 LIBRARY CONT'D		
25-01 LIBRARY / LIBRARY CONT'D		
02977 - BUSINESS CARD	329.29	E 25-01-055-03 LIBRARY / LIBRARY - BOOKS & PERI / BOOKS & PER
01505 - DEAD RIVER COMPANY	399.69	E 25-01-026-03 LIBRARY / LIBRARY - HEATING FUEL / HEATING FUE
04157 - CARVER MEMORIAL LIBRARY	21.00	E 25-01-055-03 LIBRARY / LIBRARY - BOOKS & PERI / BOOKS & PER
00003 - UNIFIRST CORPORATION	26.31	E 25-01-031-01 LIBRARY / LIBRARY - BLDG MAINT / BLDG MAINT
Division Total-	1,126.59	
Department Total-	1,126.59	
31 FIRE/AMB		
31-01 FIRE/AMB / AMBULANCE CONT'D		
03955 - MCCARTHY, CHAD	59.95	E 31-01-011-02 FIRE/AMB / AMBULANCE - TRAIN & EDU / TRAIN & E
00466 - P & E DISTRIBUTORS, INC.	103.71	E 31-01-030-01 FIRE/AMB / AMBULANCE - BLDG SUPPLY / BLDG SUP
00466 - P & E DISTRIBUTORS, INC.	91.54	E 31-01-030-01 FIRE/AMB / AMBULANCE - BLDG SUPPLY / BLDG SUP
00466 - P & E DISTRIBUTORS, INC.	29.49	E 31-01-030-01 FIRE/AMB / AMBULANCE - BLDG SUPPLY / BLDG SUP
03590 - NAPA AUTO PARTS	119.59	E 31-01-073-01 FIRE/AMB / AMBULANCE - VEHICLE REP / VEHICLE R
00914 - NORTHEAST PROPANE	1,222.07	E 31-01-026-03 FIRE/AMB / AMBULANCE - HEATING FUEL / HEATING
00878 - INDUSTRIAL PROTECTION SERVICES	65.00	E 31-01-051-05 FIRE/AMB / AMBULANCE - EQUIP MAINT / EQUIP MA
03056 - ZOLL MEDICAL CORPORATION GPO	124.06	E 31-01-087-01 FIRE/AMB / AMBULANCE - MED SUPPLIES / AMB SUP
04050 - HALL, RYAN	59.95	E 31-01-011-02 FIRE/AMB / AMBULANCE - TRAIN & EDU / TRAIN & E
00136 - HIGHWAY TIRE INC.	1,059.60	E 31-01-074-01 FIRE/AMB / AMBULANCE - TIRES / TIRES
02977 - BUSINESS CARD	50.17	E 31-01-071-01 FIRE/AMB / AMBULANCE - RADIO MAINT / VEHICLE
02977 - BUSINESS CARD	95.46	E 31-01-071-03 FIRE/AMB / AMBULANCE - RADIO MAINT / RADIO M
02977 - BUSINESS CARD	25.36	E 31-01-085-01 FIRE/AMB / AMBULANCE - TRANS MEAL / TRANS ME
02977 - BUSINESS CARD	196.98	E 31-01-085-01 FIRE/AMB / AMBULANCE - TRANS MEAL / TRANS ME
02977 - BUSINESS CARD	46.95	E 31-01-031-01 FIRE/AMB / AMBULANCE - BLDG MAINT / BLDG MAI
02977 - BUSINESS CARD	437.77	E 31-01-051-05 FIRE/AMB / AMBULANCE - EQUIP MAINT / EQUIP MA
02977 - BUSINESS CARD	296.45	E 31-01-070-01 FIRE/AMB / AMBULANCE - CLOTHS ALLOW / UNIFOR
04056 - GWI	29.48	E 31-01-015-04 FIRE/AMB / AMBULANCE - TELEPHONE / TELEPHONE
04056 - GWI	324.32	E 31-01-015-04 FIRE/AMB / AMBULANCE - TELEPHONE / TELEPHONE
Division Total-	4,437.90	
Department Total-	4,437.90	
35 POLICE DEPT		
35-01 POLICE DEPT / POLICE DEPT CONT'D		
04056 - GWI	265.68	E 35-01-015-04 POLICE DEPT / POLICE DEPT - TELEPHONE / TELEPH
03412 - OIT A/P	152.77	E 35-01-017-03 POLICE DEPT / POLICE DEPT - COMMUNICATE / INT
04040 - CANTAFIO, DEE	240.00	E 35-01-068-01 POLICE DEPT / POLICE DEPT - JANITOR SVCE / JANI
00464 - MAINE CHIEFS OF POLICE ASSN.	50.00	E 35-01-011-02 POLICE DEPT / POLICE DEPT - TRAIN & EDU / TRAIN
02999 - NORTHERN BUSINESS PRODUCTS	160.00	E 35-01-003-03 POLICE DEPT / POLICE DEPT - OFFICE SUPP / COPIE
02999 - NORTHERN BUSINESS PRODUCTS	298.22	E 35-01-003-05 POLICE DEPT / POLICE DEPT - OFFICE SUPP / PRINT
02999 - NORTHERN BUSINESS PRODUCTS	152.99	E 35-01-003-05 POLICE DEPT / POLICE DEPT - OFFICE SUPP / PRINT
02999 - NORTHERN BUSINESS PRODUCTS	37.44	E 35-01-003-08 POLICE DEPT / POLICE DEPT - OFFICE SUPP / OFFIC
02977 - BUSINESS CARD	162.42	E 35-01-011-02 POLICE DEPT / POLICE DEPT - TRAIN & EDU / TRAIN
02977 - BUSINESS CARD	104.28	E 35-01-014-01 POLICE DEPT / POLICE DEPT - NEW EQUIP / NEW E
02977 - BUSINESS CARD	-126.59	E 35-01-098-01 POLICE DEPT / POLICE DEPT - MEDICAL SUPP / MEC
00897 - GAHAGAN, MICHAEL	80.00	E 35-01-015-01 POLICE DEPT / POLICE DEPT - TELEPHONE / CELL PI
01285 - TREASURER, STATE OF MAINE	360.00	E 35-01-098-01 POLICE DEPT / POLICE DEPT - MEDICAL SUPP / MEC
01285 - TREASURER, STATE OF MAINE	120.00	E 35-01-098-01 POLICE DEPT / POLICE DEPT - MEDICAL SUPP / MEC
01285 - TREASURER, STATE OF MAINE	120.00	E 35-01-098-01 POLICE DEPT / POLICE DEPT - MEDICAL SUPP / MEC
03965 - WEX BANK	67.23	E 35-01-075-01 POLICE DEPT / POLICE DEPT - GAS/OIL/FILT / GAS/O
02102 - TREASURER, STATE OF MAINE	316.50	E 35-01-011-02 POLICE DEPT / POLICE DEPT - TRAIN & EDU / TRAIN
00216 - BELANGER, WILLIAM	300.00	E 35-01-102-01 POLICE DEPT / POLICE DEPT - COMP TECH / COMP
Division Total-	2,860.94	
Department Total-	2,860.94	

Vendor	Amount	Account
40 PUBLIC WORKS		
40-01 PUBLIC WORKS / PUBLIC WORKS CONT'D		
00167 - DAIGLE & HOUGHTON, INC.	6,913.23	E 40-01-051-05 PUBLIC WORKS / PUBLIC WORKS - EQUIP MAINT / E
00136 - HIGHWAY TIRE INC.	56.50	E 40-01-074-04 PUBLIC WORKS / PUBLIC WORKS - TIRES / TRUCKS
00154 - HOGAN TIRE INC	212.58	E 40-01-074-03 PUBLIC WORKS / PUBLIC WORKS - TIRES / HEAVY E
01907 - GRIFFETH FORD	71.95	E 40-01-051-05 PUBLIC WORKS / PUBLIC WORKS - EQUIP MAINT / E
03590 - NAPA AUTO PARTS	1,720.64	E 40-01-051-05 PUBLIC WORKS / PUBLIC WORKS - EQUIP MAINT / E
03443 - J B SHEETMETAL INC.	31.12	E 40-01-051-05 PUBLIC WORKS / PUBLIC WORKS - EQUIP MAINT / E
03555 - KIMBALL MIDWEST	341.01	E 40-01-051-05 PUBLIC WORKS / PUBLIC WORKS - EQUIP MAINT / E
03555 - KIMBALL MIDWEST	-14.88	E 40-01-051-05 PUBLIC WORKS / PUBLIC WORKS - EQUIP MAINT / E
03555 - KIMBALL MIDWEST	358.86	E 40-01-051-05 PUBLIC WORKS / PUBLIC WORKS - EQUIP MAINT / E
03555 - KIMBALL MIDWEST	352.71	E 40-01-051-05 PUBLIC WORKS / PUBLIC WORKS - EQUIP MAINT / E
03850 - LAWSON PRODUCTS, INC.	153.37	E 40-01-051-05 PUBLIC WORKS / PUBLIC WORKS - EQUIP MAINT / E
03049 - MATHESON TRI-GAS INC	50.00	E 40-01-051-05 PUBLIC WORKS / PUBLIC WORKS - EQUIP MAINT / E
03049 - MATHESON TRI-GAS INC	148.26	E 40-01-051-05 PUBLIC WORKS / PUBLIC WORKS - EQUIP MAINT / E
02977 - BUSINESS CARD	112.70	E 40-01-019-01 PUBLIC WORKS / PUBLIC WORKS - MISC EXPENSE /
02977 - BUSINESS CARD	15.81	E 40-01-003-08 PUBLIC WORKS / PUBLIC WORKS - OFFICE SUPP / O
02977 - BUSINESS CARD	123.32	E 40-01-031-01 PUBLIC WORKS / PUBLIC WORKS - BLDG MAINT / BL
02977 - BUSINESS CARD	69.75	E 40-01-076-01 PUBLIC WORKS / PUBLIC WORKS - DIESEL / DIESEL
00257 - FASTENAL COMPANY	139.21	E 40-01-051-05 PUBLIC WORKS / PUBLIC WORKS - EQUIP MAINT / E
00257 - FASTENAL COMPANY	-32.28	E 40-01-051-05 PUBLIC WORKS / PUBLIC WORKS - EQUIP MAINT / E
00257 - FASTENAL COMPANY	61.09	E 40-01-051-05 PUBLIC WORKS / PUBLIC WORKS - EQUIP MAINT / E
03957 - NEW ENGLAND KENWORTH	200.00	E 40-01-051-05 PUBLIC WORKS / PUBLIC WORKS - EQUIP MAINT / E
01274 - AROOSTOOK FOODS INC.	165.85	E 40-01-019-01 PUBLIC WORKS / PUBLIC WORKS - MISC EXPENSE /
01274 - AROOSTOOK FOODS INC.	262.70	E 40-01-030-01 PUBLIC WORKS / PUBLIC WORKS - BLDG SUPPLY / B
02665 - HOWARD P. FAIRFIELD, LLC	109.63	E 40-01-051-05 PUBLIC WORKS / PUBLIC WORKS - EQUIP MAINT / E
03921 - DIV. OF BWE, LLC	628.43	E 40-01-115-01 PUBLIC WORKS / PUBLIC WORKS - LUBRICANTS / LL
03921 - DIV. OF BWE, LLC	1,091.22	E 40-01-115-01 PUBLIC WORKS / PUBLIC WORKS - LUBRICANTS / LL
03705 - FORCE AMERICA DISTRIBUTING, LLC	801.66	E 40-01-051-05 PUBLIC WORKS / PUBLIC WORKS - EQUIP MAINT / E
02092 - S.W. COLLINS CO.	128.13	E 40-01-127-01 PUBLIC WORKS / PUBLIC WORKS - VEHICLE PAIN / \
04056 - GWI	88.43	E 40-01-015-04 PUBLIC WORKS / PUBLIC WORKS - TELEPHONE / TE
Division Total-	14,361.00	
Department Total-	14,361.00	

50 REC DEPT

50-01 REC DEPT / REC DEPT CONT'D

04056 - GWI	197.10	E 50-01-015-02 REC DEPT / REC DEPT - TELEPHONE / REC CENTER
00214 - PINE STATE ELEVATOR COMPANY	610.00	E 50-01-031-01 REC DEPT / REC DEPT - BLDG MAINT / BLDG MAINT
00214 - PINE STATE ELEVATOR COMPANY	500.00	E 50-01-031-01 REC DEPT / REC DEPT - BLDG MAINT / BLDG MAINT
02092 - S.W. COLLINS CO.	21.47	E 50-01-031-01 REC DEPT / REC DEPT - BLDG MAINT / BLDG MAINT
04116 - VERSANT POWER	15.76	E 50-01-027-07 REC DEPT / REC DEPT - ELECTRICITY / SOUCIE SPO
02985 - SPRINKLER SYSTEMS INSP. CORP.	482.56	E 50-01-031-01 REC DEPT / REC DEPT - BLDG MAINT / BLDG MAINT
02977 - BUSINESS CARD	101.51	E 50-01-145-01 REC DEPT / REC DEPT - SPEC EVENTS / SPEC EVENT
02977 - BUSINESS CARD	50.00	E 50-01-011-02 REC DEPT / REC DEPT - TRAIN & EDU / TRAIN & EDI
02977 - BUSINESS CARD	55.90	E 50-01-003-02 REC DEPT / REC DEPT - OFFICE SUPP / ADVERTISIN
02977 - BUSINESS CARD	62.39	E 50-01-138-06 REC DEPT / REC DEPT - PROG EQUIP / PROG EQUIP
Division Total-	2,096.69	
Department Total-	2,096.69	

51 PARKS

51-01 PARKS / PARKS CONT'D

00917 - CARQUEST AUTO PARTS STORES	74.00	E 51-01-075-01 PARKS / PARKS - GAS/OIL/FILT / GAS/OIL/FILT
01505 - DEAD RIVER COMPANY	382.26	E 51-01-026-03 PARKS / PARKS - HEATING FUEL / HEATING FUEL
01505 - DEAD RIVER COMPANY	307.26	E 51-01-026-03 PARKS / PARKS - HEATING FUEL / HEATING FUEL
01379 - T.W. WILLARD INC.	14.00	E 51-01-075-01 PARKS / PARKS - GAS/OIL/FILT / GAS/OIL/FILT

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Vendor	Amount	Account
51 PARKS CONT'D		
51-01 PARKS / PARKS CONT'D		
04116 - VERSANT POWER	15.76	E 51-01-027-11 PARKS / PARKS - ELECTRICITY / ELECTRICITY
02092 - S.W. COLLINS CO.	26.98	E 51-01-147-01 PARKS / PARKS - PARK MAINT / PARK MAINT
00586 - SLEEPER'S MARKET	199.99	E 51-01-070-03 PARKS / PARKS - CLOTHS ALLOW / CLOTHING
04056 - GWI	52.39	E 51-01-015-04 PARKS / PARKS - TELEPHONE / TELEPHONE
Division Total-	1,072.64	
Department Total-	1,072.64	
60 AIRPORT		
60-01 AIRPORT / AIRPORT CONT'D		
04056 - GWI	80.86	E 60-01-015-04 AIRPORT / AIRPORT - TELEPHONE / TELEPHONE
Division Total-	80.86	
Department Total-	80.86	
61 TRAILER PARK		
61-01 TRAILER PARK / TRAILER PARK CONT'D		
02301 - RP WATER QUALITY MONITORING LI	318.92	E 61-01-028-05 TRAILER PARK / TRAILER PARK - WATER / WATER
Division Total-	318.92	
Department Total-	318.92	
80 UNCLASSIFIED		
80-01 UNCLASSIFIED / UNCLASSIFIED CONT'D		
04159 - LEVASSEUR, JEAN & CINDY	70.18	E 80-01-045-01 UNCLASSIFIED / UNCLASSIFIED - REFUND/REIMB / I
01336 - SOUTHERN AROOSTOOK COUNTY	95.00	E 80-01-200-01 UNCLASSIFIED / UNCLASSIFIED - LIEN COSTS / LIEN
04160 - MACHIAS SAVINGS BANK	6,630.96	E 80-01-045-01 UNCLASSIFIED / UNCLASSIFIED - REFUND/REIMB / I
Division Total-	6,796.14	
G/L Account Total	6,796.14	

Accounts

G/L Accounts-01 / CONT'D

00379 - DAIGLE OIL COMPANY	19,800.00	G 1-123-00 Gen Fund / DIESEL
00015 - TREASURER STATE OF MAINE	5,808.75	G 1-330-00 Gen Fund / VEHICLE REG
01483 - TREASURER, STATE OF MAINE	898.20	G 1-331-00 Gen Fund / BOAT REG
01483 - TREASURER, STATE OF MAINE	2,703.75	G 1-332-00 Gen Fund / SNOW REG
01483 - TREASURER, STATE OF MAINE	45.00	G 1-333-00 Gen Fund / ATV REG
00721 - TREASURER, STATE OF MAINE	3,285.21	G 1-338-00 Gen Fund / CONNOR EXC
01385 - TREASURER, STATE OF MAINE	108.00	G 1-340-00 Gen Fund / DOG LIC
01483 - TREASURER, STATE OF MAINE	75.00	G 1-341-00 Gen Fund / FISH LIC
01483 - TREASURER, STATE OF MAINE	301.00	G 1-342-00 Gen Fund / HUNT LIC
02977 - BUSINESS CARD	34.00	G 1-365-02 Gen Fund / REC CEN IMPR
02977 - BUSINESS CARD	662.27	G 1-365-12 Gen Fund / CRX/TOS
03941 - AMAZON CAPITAL SERVICES, INC	15.36	G 1-366-02 Gen Fund / LIB MEM FUND
02977 - BUSINESS CARD	10.82	G 1-366-02 Gen Fund / LIB MEM FUND
00524 - OAK LEAF SYSTEMS, INC	765.00	G 1-367-06 Gen Fund / PD COMPUTER
00675 - CENTER POINT LARGE PRINT	139.02	G 1-427-00 Gen Fund / J. ROTH LIB
02076 - GALE/CENGAGE LEARNING INC.	24.69	G 1-427-00 Gen Fund / J. ROTH LIB
04158 - ANTHEM BLUE CROSS & BLUE SHIELD	459.13	G 1-436-00 Gen Fund / AMB REIMB
02977 - BUSINESS CARD	433.99	G 1-460-00 Gen Fund / YARD SALE
00521 - TREASURER, STATE OF MAINE	109.20	G 1-496-00 Gen Fund / BIRTH STATE
00521 - TREASURER, STATE OF MAINE	126.80	G 1-497-00 Gen Fund / DEATH STATE
00521 - TREASURER, STATE OF MAINE	40.00	G 1-498-00 Gen Fund / MARRIAGE STA

Division Total- **35,845.19**

G/L Account Total **35,845.19**

Final Total- **72,149.28**



City Manager's Report

April 17, 2021

Economic Projects

Façade Improvement Program	See Council packet for discussion item.
River Front - Powerplants	MEDEP approved the city's request for funding to have a Phase I and II environmental site assessment done on the power plant buildings. They will send out an RFB next week for consultants. Ideally, the reports will be done by the end of August. Merlin One was contacted about a cooperative study on the tanks. Waiting for a response.
Ogren Dump Solar Project	See Council packet for introduction of Ordinance No. 3, 2021 Series.
2021 CDBG Applications	Staff members are working with Gary's Yamaha to get their final application turned into the state for 2021 funding. The Council needs to conduct a public hearing on the proposal before it can be submitted. Tentative hearing date on May 17.
Events and Marketing	Kayak race on Aroostook River will be May 15. Starting at 10am.
Landbank	The drafted Ordinance 4 on the agenda addresses the city's ability to work with non-profits to rehab or redevelop properties.
Title 13 ReWrite	Planning Board tabled action on Administrative amendment. Hearing on new home occupation standards will be in May.
Federal American Rescue Plan Act	Cannot use funds to offset tax reductions. Money will be distributed from the State to the city based on population. Grant funds can be used to support local businesses, restaurants, build infrastructure such as water, sewer, or broadband, and affordable housing needs. Still waiting for final restrictions. Must be spent by December 2024 or returned to treasury.
Blight Cleanup	Dangerous building notices have been filed. Getting quotes for North Maine demolition work. Property is secured.
Birdseye Cleanup	Have submitted response to EPA questions about remediation plan. Awaiting final approval before putting out RFP.
60 Access Highway	No additional communications from developers. Still waiting for finish plans on building.
River Front - Master Plan	Stake holder group will conduct public outreach at kayak race. Continue to work on goals and plan options.
Hilltop Senior Living	Will follow up about open house event.
Sitel Building	No change since last meeting. Sent invoice to Sitel for return of \$5,000 for TIF funds received based on non-performance of Credit Enhancement Agreement terms. No word from Mr. Cassidy about his development plans for the building.
Aldrich ATV/Snowmobile Storage	Property is purchased from CEGC. Owner waiting to see how Jarosz Storage on Limestone works before moving ahead.
Jarosz Storage - Limestone St	This project will break ground in May.
River Front - Salmon	Owners currently working to fund raise over \$1M. Moving project to backburner.
Affordable Housing Development	No additional communications from developers. Will backburner this project.

Other Administrative Projects

New City Manager Recruitment	Multiple applications submitted to MMA already. First review will be May 7. Special meeting on May 11 to discuss.
Fish Hatchery Bridge	MDOT is considering removing the bridge that connects the Limestone business area to Access Highway. They would like to meet with the Council and schedule an opportunity for the public to provide comment.
Trailer Park Closure	ACAP is working with the city on back rents owed. Letters were sent to tenants about the city's relocation assistance fund.
Airport	Hangars continue to be full. Receiving inquiries about availability.
Union Negotiations.	Will be discussed in executive session during the upcoming meeting.
Chambers AV System	Still waiting on final piece of equipment that will allow the manager to share screen to cable system.
Tax Acquired Property Policy	See Ordinance No. 4 on agenda.
River Road	Recent dry spell appears to have halted movement for this year. Will continue to monitor through April before next steps.
City Hall Boiler Systems	Working with Steve Wentworth to prepare RFP for this work. Met on April 16 to get started.
Fire Structural Study	Waiting for supplies to come in to get started on the roof membrane.
Cable Franchise Renewal	Spectrum reached out and is interested in a meeting to discuss system expansion options. Knowing that rescue plan moneys can be spent on this work, we may be able to connect a few more homes around town. Perhaps another committee?
Teague Park	Meeting Tuesday, April 20 to discuss timeframe for starting construction
General Plan Update	Still working on the current land use survey, which is needed for future land use discussions.
60 Access Highway	No further action at this time. Can discuss in real estate executive session.
New LED Street lights	Identified more than 10 lights needing to be repaired/replaced under maintenance. Work orders submitted.
Wage Policy	No further action at this time.
COVID-19 Status	Monitoring and implementing Governor's latest opening dates and regulations.
Investment Policy	No further action at this time.
Personnel Policy	No further action at this time.
Parking Lot Paving	Fire station rear lot and library are slated for this year. Finalizing plans for station retaining wall repairs that prelude parking lot work.
Procurement Policy	Felch & Company has provided feedback on the policy and made some recommendations. Will revise for Council.

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



MEMO

TO: Caribou City Council Members
FROM: Dennis Marker, City Manager
RE: 399 Madawaska Road Property
DATE: April 14, 2021

During the previous City Council meeting, the prior owner of the subject property petitioned for the Council to give the property back to her if she paid the 2018 taxes and setup a payment plan for other taxes owed. The subject property was tax acquired in 2020 due to lien foreclosure. Total taxes owed equals \$4,246.72. Notices were sent to the prior owner about taxes owed and the imposition of tax liens in accordance with state and city notification policies.

Under the city's tax acquired property policy, the prior owner had until January 31 to redeem their property by paying all past due taxes. The policy does not allow properties to be redeemed after the January 31 deadline if partial payments are made. The property is currently listed as one of the tax acquired properties available for public bid.

Staff recommend the Council follows the current tax acquired property disposal policy and allow the public bid process to move forward for this property.



TAX ASSESSMENT / BUILDING PERMIT OFFICE
CARIBOU, MAINE

25 High Street
Caribou ME 04736
(207) 493 – 3324 X 3
FAX: 498-3954
pthompson@cariboumaine.org

To: City Manager Dennis Marker & Caribou City Council
From: Penny Thompson, Tax Assessor / Chief Building Official
Date: April 7, 2021
Re: 399 Madawaska Road ~ Caribou

Full Disclosure: I live on the Madawaska Road so this property is in my neighborhood. I had reservations about bringing up the subject of this property as I anticipate that some would say that I have a conflict of interest. However, I feel that I would not be doing my job if I failed to bring some conditions to your attention as you consider the taxpayer's request.

History: The property at 399 Madawaska Road was purchased by Lena Giggey in October 2017. Taxes were assessed to her in 2018, 2019, and 2020. In November 2020 she lost the property through the automatic lien foreclosure process because the 2018 taxes were not paid. The accepted policy is that a property owner could pay all taxes due by January 31 to redeem the property. This was not done. The property was placed on the list of tax-acquired properties out for bid. On April 5, Ms. Giggey came into the office and I showed her where the bills had been mailed and she confirmed that was her mailing address. At the April 5 City Council meeting, Ms. Giggey expressed that she wishes to pay the 2018 taxes and make a payment arrangement for 2019 and 2020.

Discussion: I am providing photos of the property taken on April 6, 2021. This building has several ongoing nuisances like excessive rubbish and inoperable vehicles outside the home. The property itself is in poor condition and should be torn down. I asked the police department if there were any incident cards generated during Ms. Giggey's ownership and discovered there were six ranging from officers responding to a warrant on a serious charge in another state to several for "dog at large".

Next Steps: I am asking you to consider the overall condition of the property and that it is a chronic nuisance. As the tax assessor, I contend that the highest and best use of this property is to be torn down to make way for another structure. As the building official, please consider that if the structure is still there when the next list of dangerous buildings is brought forward, this property will be on that list.

Please see photos on the following 3 pages:







NOTE: Foundation problems

My Name is Lerna Giggey my property
at 399 Madawaska Rd is at risk for back taxes.
I did not receive my letters about it
being foreclosed on or else I would have
come in to take care of 2018 and start a
payment arrangement for 2019. I have
the forms from the post office for
my mail being forwarded. Nothing from
the Town office was forwarded to me.
The dates are on the forms I have
enclosed. I would like the chance to
pay 2018. make an arrangement to take
care of the rest. Please let me know
your decision.

207- 496-8535

Sincerely
Lerna M. Giggey

**RE Account 1999 Detail
as of 04/05/2021**

Name: CARIBOU, CITY OF

Location: 399 MADAWASKA ROAD
Acreage: 1.7 Map/Lot: 018-011-A
Book Page: B5711P162

Land: 19,200
Building: 41,000
Exempt 0
Total: 60,200

2020-1 Period Due:
1) 1,476.62

Ref1:
Mailing 25 HIGH STREET
Address: CARIBOU ME 04736

Year/Rec #	Date	Reference	P	C	Principal	Interest	Costs	Total
2020-1 R					1,417.71	58.91	0.00	1,476.62
2019-1 L	*				1,477.91	204.32	61.70	1,743.93
2018-1 L	*				1,351.10	121.30	16.80	1,489.20
2017-1 R					0.00	0.00	0.00	0.00
2016-1 R					0.00	0.00	0.00	0.00
2015-1 R					0.00	0.00	0.00	0.00
2014-1 R					0.00	0.00	0.00	0.00
2013-1 R					0.00	0.00	0.00	0.00
2012-1 R					0.00	0.00	0.00	0.00
2011-1 R					0.00	0.00	0.00	0.00
2010-1 R					0.00	0.00	0.00	0.00
2009-1 R					0.00	0.00	0.00	0.00
2008-1 R					0.00	0.00	0.00	0.00
2007-1 R					0.00	0.00	0.00	0.00
2006-1 R					0.00	0.00	0.00	0.00
2005-1 R					0.00	0.00	0.00	0.00
2004-1 R					0.00	0.00	0.00	0.00
Account Totals as of 04/05/2021					4,246.72	384.53	78.50	4,709.75

Per Diem

2020-1	0.3150
2019-1	0.3695
2018-1	0.3002
Total	0.9848

Exempt Codes: 10 - Municipal

Note: Payments will be reflected as positive values and charges to the account will be represented as negative values.



MEMO

TO: Caribou City Council Members
FROM: Dennis Marker, City Manager
RE: TIF funds for Façade Improvements
DATE: April 14, 2021

The spring façade improvement grant program received 10 applications. Due to limited funding only two projects were assisted with funds. The program contemplates a fall award opportunity if money is available.

Within the Economic budget are funds to be used toward seeding the city's landbank. Seeding means providing capital or collateral toward a city landbank making property improvements, renovations, or new construction on tax acquired property. Since discussions about the landbank have now leaned toward a private non-profit acting in a landbank capacity rather than the city having a dedicated landbank, these seed funds could be used for other purposes. The Council may consider using a portion of the \$23,000 of seed funds and allowing the façade improvement committee to make additional awards for 2021.

Rather than wait until fall to advertise and risk projects not getting completed this year, the committee could reconsider allocations to existing, unfunded applicants if the Council is agreeable to the additional funds and moving forward.

Ordinance Introduced by Councilor _____
on _____, 2021

Ordinance No. 03, 2021 Series
City of Caribou
County of Aroostook
State of Maine

AN ORDINANCE AUTHORIZING A LEASE BETWEEN CARIBOU CITY AND SYNERGEN SOLAR

Short Title: Approving Ogren Dump Lease

WHEREAS, the City of Caribou is a Local Unit of Government under the State of Maine, recognized as a body corporate and granted home rule authority under Maine Revised Statutes (M.R.S.), Title 30-A, §3001; and

WHEREAS, under M.R.S. Title 13-B, the city has power, as a body corporate, to engage in property transactions and contracts including, but not limited to buying, selling, leasing or otherwise encumbering real property; and

WHEREAS, the City Charter mandates all real estate transactions to be approved by the City Council in ordinance form after public notice, hearings, and multiple public meetings, which may require several months of procedure; and

WHEREAS, the City Council has determined the property transaction attached to this ordinance is beneficial to the public safety, health and/or general welfare of the citizens of Caribou.

NOW THEREFORE, the City Council of the City of Caribou, County of Aroostook, State of Maine, pursuant to the requirements of the City of Caribou Charter, Section 2.11 approves of the lease agreement between the City of Caribou and SynerGen Solar and authorizes the City Manager to execute the same on behalf of the City Council.

Section I. Property Contract

Exhibit A, attached hereto shall constitute the lease agreement (Agreement) between the City of Caribou and SynerGen Solar.

Section II. Effect of Law

Should the city charter or Maine State law be amended such that the Agreement can be managed without the need for ordinance action, then this ordinance shall be considered rescinded without nullifying Council approval of the Agreement on the same effective date indicated herein.

Section III. Severability

If any part of this ordinance or the application thereof to any person or circumstances shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance or the application thereof to other persons and circumstances, but shall be confined to its operation to the section, subdivision, sentence or part of the section and the persons and circumstances directly involved in the controversy in which such judgment shall have been rendered. It is hereby declared to be the intent of the City Council that this section would have been adopted if such invalid section, provisions, subdivision, sentence or part of a section or application had not been included.

Section IV. Posting and Effective Date

This ordinance, being introduced on _____, 2021 and a public hearing being held on _____, 2021 was duly passed by the City Council of the City of Caribou, Maine, this ____ day of _____ 2021. This ordinance shall be effective upon the execution of the attached Agreement by both parties thereto and shall be enforceable so long as the Agreement, or any extensions thereof, remain enforceable.

Jody Smith, Mayor

Thomas Ayer, Deputy Mayor

Courtney Boma, Councilor

R. Mark Goughan, Councilor

Doug Morrell, Councilor

Joan Theriault, Councilor

Louella Willey, Councilor

Attest:

Danielle Brissette, City Clerk

Land Lease

between

City of Caribou

and

SynerGen Caribou, LLC

Dated as of _____, 2021

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LAND LEASE

This Solar Site Lease (this “Lease”), made this ____ day of _____, 2021, (the “Effective Date”), between the City of Caribou (“Landlord”), an incorporated municipality of Aroostook County in the State of Maine, and SynerGen Caribou, LLC, a Maryland limited liability company (“Tenant”). The Landlord and Tenant are known each individually hereunder as a “Party” and collectively as the “Parties.”

Recitals

A. Landlord owns the real property located off Ogren Road in Caribou, Maine more particularly described in Exhibit A-1 attached hereto (the “Land”).

B. Tenant desires to lease a portion of the Land described in Exhibit A-2 attached hereto together with Landlord’s rights under and pursuant to any easements, rights-of-way, and other rights and benefits relating or appurtenant to such Land, including, without limitation, the radiant energy emitted from the sun upon, over and across such Land (“Solar Energy”), together with any mineral and water rights not severed from the Land prior to the Effective Date (such Land, Solar Energy and unsevered rights, collectively, the “Leased Premises”) in order to develop, construct and operate a solar photovoltaic system with a total generating capacity expected to be rated at approximately four thousand and one hundred (4,100) kilowatts (AC).

Lease and Easement

NOW, THEREFORE, in consideration of the agreements and mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged and other good and valuable consideration, Landlord and Tenant, intending to be legally bound, mutually agree to the following terms and conditions:

ARTICLE I Definitions

The following terms shall have the indicated meaning when used in this Lease.

Access Easement is defined in Section 2.33

Access Easement Land is defined in Section 2.33

Additional Rights is defined in Section 8.1(b)

Applicable Law means any and all federal, state, and local laws (including common law), statutes, ordinances, rules, regulations, judgments and other valid orders of any Governmental Authority with jurisdiction over the Leased Premises.

Collection Point shall mean any point on the surface of the Leased Premises upon or over which the components of the Project comprising solar panels are located.

Commercial Operation Date means the date on which the Project has been completed on the Leased Premises, interconnected with the grid and has commenced commercial operation.

Construction Period means the period beginning on the Effective Date and ending the first day of the calendar month first succeeding the Commercial Operation Date.

Decommissioning Period is defined in Section 5.3.

Easements is defined in Section 2.34.

Effective Date is defined in Preamble.

Environmental Condition is defined in Section 6.6(a).

Environmental Laws means any and all present and future Applicable Laws and any amendments thereto (whether common law, public law, rule, order, regulation, or otherwise), directives, judgments, and other requirements promulgated or entered into by any Governmental Authority relating to the environment, human health, air space, wildlife, wildlife habitat, preservation or reclamation of natural, cultural or archaeological resources, ownership or operation of a landfill, or to the management, handling, use, generation, treatment, storage, transportation, disposal, manufacture, distribution, formulation, packaging, labeling, Release or threatened Release of or exposure to Hazardous Materials, whether now existing or subsequently amended or enacted and in effect as of the date of the closing hereunder, including but not limited to: the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (“CERCLA”), as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C. § 11001 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300(f) et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136 et seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq.; the Oil Pollution Act of 1990, 33 U.S.C. § 2701 et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq. (to the extent any provisions thereof relate to environmental matters); the National Environmental Policy Act, 42 U.S.C. § 4321 et seq.; the Endangered Species Act, 16 U.S.C. § 1531 et seq.; the Bald and Golden Eagle Protection Act, 16 U.S.C. § 668 et seq.; the Migratory Bird Treaty Act, 16 U.S.C. § 703 et seq.; National Historic Preservation Act of 1966, 16 U.S.C. 470 et seq.; and any similar, analogous, or implementing state or local Applicable Laws, all amendments or regulations promulgated thereunder; and any applicable standard of conduct under any common law doctrine, including but not limited to, negligence, nuisance, or trespass, personal injury, or property damage related to protection of the environment or related to or arising out of the presence, Release, or exposure to Hazardous Materials.

Environmental Liabilities and Obligations shall mean any known or unknown liability, obligation (including, without limitation, any obligation to monitor, test, report to governmental authorities, remediate or clean up, or any obligation under a permit), expense, cost or any other personal injury or property damage or loss (including, without limitation, reasonable attorneys’ fees and consultants’ fees), fine or penalty, whether incurred by a Party or claimed by any third party (including, without limitation, any governmental entity), arising out of or relating to any actual, alleged or threatened discharge, release, emission, spill or migration of any Hazardous Materials on, under or from the Leased Premises into the environment or onto any other property (including the Land), or any such discharge, release, emission, spill or migration onto the Leased Premises from a source other than the Leased Premises.

Fee Mortgage is defined in Section 8.3(b).

Force Majeure Event is defined in Section 9.6.

Governmental Authority means any federal, state or local political subdivision or any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any other governmental entity, instrumentality, agency, authority, commission or self-regulatory organization.

Grantee is defined in 8.1(b).

Hazardous Materials means any chemical, waste or other substance (a) which now or hereafter becomes defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “pollution,” “pollutants,” “regulated substances,” or words of similar import under any laws pertaining to the environment, health, safety or welfare, (b) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (c) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (d) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (e) for which remediation or cleanup is required by any Governmental Authority.

Interconnection Easement is defined in Section 2.34

Interconnection Easement Land is defined in Section 2.34

Interconnection Facilities means electric transmission and distribution lines, wires, poles, towers, electrical transformers, substations, interconnection and switching equipment and facilities, electricity converters, related foundations, and pads and footings, and other related facilities and equipment, for the collection, transmission, and distribution of electric power generated on the Leased Premises.

Land is defined in the Recitals.

Landlord is defined in the first paragraph.

Landlord Indemnified Parties is defined in Section 7.1

Leased Premises is defined in the Recitals.

Lender is defined in Section 8.1(a).

Operational Period means the period beginning on the first day after the Construction Period and continuing for the Term.

Party or Parties is defined in the first paragraph.

Person means an individual, natural person, corporation, joint venture, partnership, limited partnership, limited liability partnership, limited liability company, trust, estate, business trust, association, Governmental Authority or any other entity.

Project means one or more photovoltaic power systems, including, without limitation, solar panels, mounting substrates or supports, wiring and connections, power inverters, service equipment, metering equipment, utility interconnections, battery storage and any and all related equipment, Interconnection Facilities, solar resource and weather measurement equipment, supporting structures, operation and maintenance facilities, foundations and pads, footings, access roads, operation and maintenance facilities, security facilities, and all other related facilities and equipment (including but not limited to energy storage equipment and facilities).

Release means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into soil, surface water, ground water, land surface, subsurface strata, ambient air, wildlife, plants or other natural resources of Hazardous Materials.

Renewal Term is defined in Section 3.1(b).

Rent is defined in Section 4.1.

Representatives is defined in Section 11.8.

Solar Easement is defined in Section 2.2.

SNDA means a subordination, non-disturbance and attornment agreement in a form and substance reasonably acceptable to Tenant, which shall provide that Tenant's rights and privileges pursuant to this Lease, including, without limitation, the right to peaceful occupation and possession of the Leased Premises, shall not be disturbed during the Term.

Tenant is defined in the first paragraph.

Tenant Indemnified Parties is defined in Section 7.2

Term is defined in Section 3.1.

ARTICLE II

Lease

Section 2.1 General

- (a) Landlord hereby leases, lets and demises exclusively to Tenant, and Tenant leases, lets and demises from Landlord, the Leased Premises for the purpose of developing, constructing, installing, replacing, relocating, improving, operating, repairing, maintaining, repowering, decommissioning, expanding and removing from time to time the Project on the Leased Premises and all activities necessary, incidental or convenient to that use or any other lawful uses consistent with the operation of the Project subject to the terms and conditions of this Lease. Without limiting the generality of the foregoing, Tenant shall (i) have the sole and exclusive right to convert all of the Solar Energy and to conduct the operations permitted hereunder (including without limitation, the installation and placement of the Project and any improvements related to the same) on, about or at the Leased Premises; and (ii) be permitted to permit, develop, test, own, erect, construct, install, relocate, repair, replace, manage, maintain, operate, remove, protect, upgrade, expand, contract and use, from time to time, Solar Energy measurement, collection, storage, conversion, generation, transmission and distribution systems of any type and in such quantity as Tenant may determine, in its sole discretion, including, without limitation, all equipment and improvements necessary or useful for the conversion of the Solar Energy into electricity.
- (b) Tenant shall use the Leased Premises only for the uses and activities described in Section 2.1(a).
- (c) During the Term, Tenant shall, at its expense, be responsible for the security and protection of the Project on the Leased Premises, and shall be responsible for the semiannual mowing of the Leased Premises; for the avoidance of doubt, Landlord shall be responsible for the costs of any additional landfill maintenance required by any permit, license or other authorization or approval governing the Leased Premises, and the landfill thereon. Tenant may, at no expense to Landlord, construct and maintain security devices on the Leased Premises which Tenant, in its sole discretion, determines are appropriate and necessary for the protection of the Project, including fencing or other security safeguards.

- (d) Landlord recognizes and acknowledges that Tenant shall have exclusive occupancy of the Leased Premises and that Tenant may, in addition: (i) clear, grade and maintain all of the ground as allowed by Maine Department of Environmental Protection review; and to import and use sand, gravel, caliche or other materials suitable for the Project, including, without limitation, for road cover to construct access roads on the Property; (ii) put safety guidelines in place covering the Leased Premises during any periods of construction, operation or maintenance work taking place on the Leased Premises; (iii) erect, test, relocate, repair, replace, maintain, operate and remove such power transmission lines, poles, anchors, support structures, underground and/or overhead cables, substations, distribution, collection, switching and Interconnection Facilities and associated equipment and appurtenances, meters, signage, fencing and roads for access and for installation and maintenance and any buildings as Tenant in its sole discretion deems to be necessary or appropriate to further the other uses provided in this Lease and to monitor, operate, produce, transmit power and transport workers, tools, material, equipment and other necessary items to and from or across the Leased Premises and other facilities for the generation, collection, storage, distribution, step-up, step-down, wheeling, transportation and sale of energy and for communications in connection with the Project; (iv) occupy, use, renovate, rebuild, demolish, and/or remove any existing structures for any and all purposes related to the Project; (v) undertake any other activities, whether accomplished by Tenant or a third party authorized by Tenant, that are reasonably necessary, useful or appropriate to accomplish any of the purposes or uses of this Lease as determined by Tenant in its sole and absolute discretion; and (vi) control and restrict access onto and over the Leased Premises and exclude others, in each case within the Leased Premises.
- (e) Landlord consents to Tenant's location of the Project at any location upon the Leased Premises, including at or near the property lines. Furthermore, in the event that any private agreements or restrictions or any Applicable Laws impose setback requirements or otherwise restrict the location of any improvement to be placed upon the Property or upon any adjacent properties along or near property lines owned by Landlord, Landlord shall reasonably cooperate with Tenant, in connection with such requirements and/or restrictions, including, without limitation, to obtain all waivers or variances from such requirements and/or restrictions as Tenant reasonably may deem necessary for the operation of the Project. Landlord shall reasonably and promptly execute such further documents evidencing Landlord's agreement to the elimination of such setback requirements as Tenant may reasonably request.
- (f) During the construction, maintenance, repair, replacement, improvement or removal of the components of the Project on the Leased Premises, or Interconnection Facilities on the Interconnection Easement Land, or access road on the Access Easement Land, Tenant shall have the right to utilize so much of the adjoining property of Landlord as is reasonably necessary for a construction staging and storage area; *provided, however*, Tenant shall first obtain Landlord's prior written permission to use specifically described working space, such consent not to be unreasonably withheld, conditioned or delayed, *and further provided*, that such use does not materially and adversely interfere with the operations of Landlord or its other lessees, tenants or permittees or conflict with any easements, leases, rights of way or other encumbrances on the applicable portion of Landlord's property.
- (g) Tenant acknowledges that Land contains a capped sanitary landfill, subject to regulation and oversight by one or more Governmental Authorities, including but not limited to the Maine Department of Environmental Protection. Notwithstanding anything else herein to the contrary, Landlord shall at all times be responsible for all obligations relating to the

landfill, and Tenant shall have no maintenance, monitoring, or other obligations with respect to the landfill except as otherwise expressly set forth in this Lease. In the course of installation and operation of the Project, Tenant shall not knowingly take any actions that will materially damage the landfill located on the Leased Premises by penetrating or breaching the liner of the landfill or changing the slope of the landfill. Notwithstanding the foregoing, unless such penetration or breach of the liner, or change in the slope of the landfill, is due to the negligent or willful misconduct of Tenant, Tenant shall have no liability for same hereunder. Landlord shall not damage the landfill, or permit any damage or disturbance of the landfill in any manner which could have a detrimental impact on the Project or Tenant's rights hereunder.

Section 2.2 Solar Easement

In addition to the lease granted Tenant under Section 2.1, Landlord hereby grants to Tenant during the Term an exclusive easement (the "Solar Easement") on, over and across Landlord's Land and any other adjacent areas owned by Landlord for access to the Solar Energy at the Collection Point. In furtherance of the foregoing, Landlord shall not construct or permit to exist within the areas adjacent to the Leased Premises which are owned by Landlord (including the Land) any structure or improvement that blocks, shades or obstructs the direct line of sight from any Collection Point to the sun on any day of the year at any time of day from sunset to sunrise. Structures and improvements located on the Land or other areas adjacent to the Leased Premises as of the Effective Date of this Lease shall be allowed to remain and Tenant may not require their removal. The Landlord shall not be obligated by reason of the grant of the Solar Easement or otherwise pursuant to this Section 2.2 to remove, trim or maintain any naturally occurring vegetation on the Leased Premises, the Land or any adjacent areas, but Tenant shall have the right at its sole cost to trim any vegetation on the Land or any adjacent areas owned by Landlord that is obstructing access to sunlight at the Collection Point, and the right to access the Land for such purpose.

Section 2.3 Access Easement

Landlord hereby grants to Tenant during the Term a non-exclusive easement for and right of ingress to and egress from the Leased Premises (the "Access Easement") upon, over, under, and across Landlord's Land and any other adjacent areas owned by Landlord (the "Access Easement Land"). The Access Easement Land as depicted on Exhibit A-2 attached hereto, may be modified upon Tenant's sole but reasonable discretion, and upon Tenant's request Landlord shall promptly execute and deliver such documents and instruments as reasonably necessary to evidence the grant of the Access Easement.

Section 2.4 Interconnection Easement

Landlord hereby grants to Tenant during the Term a non-exclusive easement for the construction, installation, operation, maintenance, repair and replacement of Interconnection Facilities ("Interconnection Easement", together with the Solar Easement and Access Easement, collectively the "Easements") in connection with the Project, in gross, upon, over, under, and across Landlord's Land and any other adjacent areas owned by Landlord (the "Interconnection Easement Land"). Upon Tenant's request, Landlord shall promptly execute and deliver such documents and instruments, including, without limitation, an amendment to this Lease evidencing the grant of the Interconnection Easement over portions of the Land, which such locations shall be determined in the sole discretion of the Tenant.

Section 2.5 Covenants Running With the Land

- (a) The Easements and related rights granted by Landlord in this Lease to Tenant are easements in gross for the benefit of Tenant, its successors and assigns, as owner of the rights created by the Easements.
- (b) The burdens of the Easements, shall run with and against the land burdened thereby during the Term of this Lease and shall be a charge and burden on such land and shall be binding upon and against Landlord and its successors, assigns, permittees, licensees, and lessees. This Lease and the Easements shall inure to the benefit of Tenant and its successors and assigns.

ARTICLE III Lease Term

Section 3.1 Lease Term

- (a) The initial term of this Lease shall commence on the Effective Date and shall remain in effect for twenty (20) years after the Commercial Operation Date (the “Initial Term”), unless sooner terminated as hereinafter provided. For the purposes of this Lease, the Initial Term as the same may be extended with any Renewal Term(s) pursuant to Section 3.1(b) shall be collectively referred to as the “Term.”
- (b) Tenant shall have the right, subject to the provisions hereinafter provided, to extend the Initial Term for four (4) additional renewal terms of five (5) consecutive years (each such five (5) year period, a “Renewal Term,”) on the same terms and conditions herein, provided that Tenant notifies Landlord in writing of its election to exercise the right to renew this Lease for such Renewal Term(s) (i) if it is the first election to exercise a Renewal Term, any time during the Initial Lease Term, but no later than ninety (90) days prior to the expiration of the Initial Lease Term, and (ii) if it is a subsequent election to exercise a Renewal Term, any time during the previous Renewal Term, but no later than ninety (90) days prior to the expiration of such previous Renewal Term.

Section 3.2 Termination of Lease

This Lease shall terminate upon the first to occur of any of the following:

- (a) Upon thirty (30) days’ prior written notice by Tenant at any time prior to the Operational Period;
- (b) Pursuant to Section 9.1
- (c) Pursuant to Article X; or
- (d) Upon the expiration of the Term of this Lease as set forth in Section 3.1.

ARTICLE IV Rent and Taxes

Section 4.1 Rent

Tenant shall pay to Landlord as rent (A) during the Construction Period, \$150 per leased acre per year and (B) during the Operational Period, an amount equal to \$500 per leased acre per year, payable in equal monthly installments (such amounts payable pursuant to the foregoing clauses (A) and (B) collectively, the “Rent”).

Section 4.2 Taxes, Assessments, and Utilities

- (a) For the Term, Landlord shall be obligated for and shall pay all personal property or real property taxes levied against the Leased Premises and the Land, except that Tenant shall be obligated to pay any personal property or real property taxes levied against the Project for the portion of the first calendar year beginning after the Effective Date and for all calendar years thereafter during the Term. If Landlord is assessed any taxes related to the existence of the Project on the Leased Premises, Landlord shall immediately notify Tenant. Landlord and Tenant shall cooperate in contesting any such assessment at Landlord’s sole cost and expense; provided that Landlord shall pay such taxes to avoid any penalties or interest on such taxes, subject to reimbursement by Tenant. If after the resolution of the matter, such tax is found to be properly imposed upon Tenant, Tenant shall reimburse Landlord for such tax upon written notice by Landlord. For the avoidance of all doubt, in no event shall Tenant be required to pay, directly or indirectly, any inheritance, estate, or profit taxes that are or may be imposed upon Landlord, its successors or assigns, and in all events Landlord shall be responsible to pay that portion of the real property taxes, if any, assessed with respect to the value of any improvements on the Land located outside the Leased Premises and not constructed by or on behalf of Tenant. . Further, notwithstanding any other provision of this Section 4.2, Tenant shall not be obligated to pay for (i) any income taxes attributable to Landlord; or (ii) any increase in the assessed value of the Leased Premises for tax purposes.
- (b) All (i) tax credits, tax incentives or tax related grants or benefits and any and all property tax abatement pursuant to Applicable Law (“Property Tax Provisions”) and (ii) renewable energy credits or other environmental attributes, credits or incentives, in each case, relating to the Project are, and shall remain, the sole property of Tenant.
- (c) Landlord shall reasonably cooperate with Tenant, to minimize any taxes related to the Project that are due from Tenant, including without limitation, taking any steps necessary to reasonably assist in the securing of property tax exemptions pursuant to the Property Tax Provisions. Further Landlord represents that it has not claimed, and shall not claim, any exemptions under Property Tax Provisions without the express written consent of the Tenant.

ARTICLE V

Tenant’s Representations, Warranties and Covenants

Tenant covenants, represents and warrants to Landlord as follows:

Section 5.1 Liens

Tenant shall keep the Leased Premises free and clear of all liens and claims of liens for labor, materials, services, supplies, and equipment performed on or furnished to Tenant or the Project in connection with Tenant’s use of the Leased Premises. Tenant may contest any such lien, but shall post a bond or utilize other available means to remove any lien, which is created during the contested proceeding.

Tenant agrees to otherwise remove any lien or encumbrance for which it is responsible pursuant to this paragraph within ninety (90) days after Tenant's receipt of notice of any such lien or encumbrance.

Section 5.2 Permits and Laws

Tenant and its designees shall at all times comply, and cause their employees, contractors and agents to comply, in all material respects with all Applicable Law with respect to Tenant's activities pursuant to this Lease.

Section 5.3 Tenant's Improvements

- (a) All components of the Project constructed, installed, or placed on the Leased Premises by Tenant pursuant to this Lease shall be the sole personal property of Tenant, shall not be or become fixtures, and Landlord shall have no ownership interest in the Project or any components thereof. Landlord hereby expressly waives all statutory and common law liens or claims that it might otherwise have in or to the Project or any portion thereof and agrees not to restrain or levy upon such property or assert any lien, right of restraint or other claim against the same. Without mitigation of the foregoing, Tenant, in its sole discretion, shall be entitled to file one or more precautionary financing statements, including fixture filings in such jurisdictions as it deems appropriate with respect to the Project.
- (b) All components of the Project constructed, installed, or placed on the Leased Premises by Tenant pursuant to this Lease may, subject to compliance with any other applicable limitations provided herein, be moved, replaced, repaired, or refurbished by Tenant on the Leased Premises at any time without Landlord's consent. Unless otherwise agreed to in writing by Landlord, upon the termination of this Lease, Tenant shall remove all of the components of the Project (except for replacement of any trees or shrubbery removed by Tenant and removal of any mounting pads, support structures and access roadway constructed by Tenant) and shall reclaim and restore to the extent practicable the Leased Premises to its condition prior to installation of the Project, reasonable wear and tear excepted, within sixty (60) days after this Lease terminates ("Decommissioning Period"). During the Decommissioning Period, Landlord grants Tenant a license to access the Leased Premises solely for the purpose of performing its obligations to decommission the Project and restore the Leased Premises in accordance with this section. If Tenant fails to remove any component of the Project required to be removed in accordance with this Section 5.3 within the Decommissioning Period, or if Landlord agrees to waive the requirement for Tenant to remove one or more components of the Project, such components of the Project may be considered, at Landlord's option, as abandoned by Tenant and Tenant hereby relinquishes any and all right, title and interest in and to any such property in such event. Landlord may retain or remove any components of the Project deemed abandoned by Tenant from the Leased Premises and use or dispose of them in its sole discretion without notice or liability to Tenant. If Landlord incurs costs to decommission and remove any of the components of the Project due to Tenant's failure to do so within the Decommissioning Period, Tenant hereby agrees to indemnify Landlord for such costs and agrees to reimburse Landlord for those amounts reasonably incurred.
- (c) Tenant shall demonstrate financial assurance of decommissioning by providing a cash payment paid into an escrow account established with the Landlord, or a performance bond, a security bond or a letter of credit (hereafter "Guarantee") in favor of the Landlord. Such guarantee shall be secured annually in the amount of \$125,000 divided by the number of years in the Initial Lease Term and for the full amount thereafter during any Renewal Term.

The Guarantee or any portion thereof shall survive in Landlord's favor upon any assignment of this Lease by Tenant as provided in Section 8. Landlord will release the bond obligation proportionally to decommissioning work completed minus a 10% retainer to be held until substantial completion of the work. If Tenant fails to remove any component of the Project required to be removed in accordance with Section 5.3 within the Decommissioning Period, Landlord may use the Guarantee to complete the decommissioning process following written notice to Tenant and providing Tenant with a reasonable time period to address such removal requirement. If Landlord incurs costs which exceed the Guarantee, Tenant hereby agrees to indemnify Landlord for such reasonable out of pocket costs actually incurred by Landlord and agrees to reimburse Landlord for those amounts.

Section 5.4 Hazardous Materials

- (a) Tenant shall not use, dispose of, or release on the Leased Premises any Hazardous Material, except in such quantities as may be required in its normal business operations and in full compliance with all applicable Environmental Laws. Tenant shall, and shall cause its agents and contractors to, comply in all respects with applicable Environmental Laws and regulations. Tenant agrees to indemnify, defend, and hold harmless Landlord and its members, officers, directors, employees, and agents from any Environmental Liabilities and Obligations or other claims, costs, penalties or liabilities incurred or arising as a result of its failure to abide by and/or perform its obligations hereunder.
- (b) Landlord and Tenant acknowledge and agree that Tenant shall not be liable for any conditions on the Land or any Environmental Liabilities and Obligations (i) arising from or related to acts or omissions occurring prior to the Effective Date (and including, without limitation, any matters related to the landfill situated on the Land), or (ii) Hazardous Materials which are present prior to the Effective Date, or which are brought onto the Land by Landlord or its employees, agents or contractors during the Term, and no costs incurred in connection with the clean-up, removal, or treatment of such excluded Hazardous Materials shall be allocated to Tenant.

Section 5.5 Insurance

Tenant shall procure and maintain, at its cost and expense, in full force and effect throughout the term of this Lease, policies of insurance described in Exhibit D – Insurance Requirements attached hereto and incorporated herein by reference. Such insurance coverage for the Project and the Leased Premises may be provided as part of a blanket policy provided the limits required herein apply separately to occurrences related to the Project and Tenant's activities on the Leased Premises. Any such policies providing for liability coverage shall name Landlord as an additional insured. All policies shall provide for thirty (30) days' prior written notice to Landlord of any cancellation, contain a waiver of subrogation clause, and be issued by an insurance company with an A.M. Best rating of at least A-. Tenant shall provide Landlord with certificates of insurance, as well as additional insured endorsements, evidencing this coverage prior to the Effective Date and annually during the Term; provided, however, that upon Landlord's request, Tenant shall provide Landlord with copies of all applicable policies and endorsements.

ARTICLE VI Landlord's Representations, Warranties and Covenants

Landlord covenants, represents, and warrants to Tenant as follows:

Section 6.1 Title and Authority

Landlord is the sole owner of the Leased Premises in fee simple subject only to permitted exceptions listed on Exhibit E attached hereto and made a part hereof (collectively, the “Permitted Exceptions”). Each person or entity signing the Lease on behalf of Landlord has the full and unrestricted authority to execute and deliver this Lease and to grant the easement and rights granted herein. The execution, delivery and performance of the Lease have been duly and validly authorized by all necessary action by the Landlord. When signed by Landlord, this Lease constitutes a valid and binding agreement enforceable against Landlord in accordance with its terms. There are no leases, options to purchase, license agreements, third party rights to use or possess the Leased Premises, or, any encumbrances or liens against the Leased Premises except the Permitted Exceptions.

Section 6.2 Quiet Enjoyment

Tenant shall have the quiet use, possession and enjoyment of the Leased Premises in accordance with the terms of this Lease without disturbance¹. Landlord shall not, nor shall Landlord authorize or contractually enable any other party to use or possess the Leased Premises such that it would interfere with the use of the Leased Premises by Tenant for the purposes set forth herein. Nonetheless, Tenant agrees to provide Landlord with access to the Lease Premises in order to inspect and maintain the Property in accordance with Maine DEP requirements as a landfill. Landlord shall not access the fence enclosed portion of the Leased Premises without first notifying Tenant and providing Tenant with the opportunity to accompany Landlord during such access.

Section 6.3 Cooperation

Landlord agrees, at Tenant’s request, cost and expense, to cooperate and to execute all documents, permits, petitions and statements reasonably necessary in connection with Tenant’s efforts to obtain all necessary zoning, land use and other approvals for the development, construction and operation of the Project on the Leased Premises, including Tenant’s efforts to interconnect the Project with the local electric utility.

Section 6.4 [Reserved]

Section 6.5 No Brokers

Neither Landlord nor any affiliate of Landlord nor any of their respective officers, directors, or employees has employed any broker or finder or incurred any liability for any brokers’ fees, commissions or finders’ fees as a result of the execution of this Lease.

Section 6.6 Condition of Property.

- (a) Landlord has no actual knowledge that the Leased Premises is not suitable for the installation, construction and operation of the Project or that there are any site conditions or construction requirements, including, without limitation, any Environmental Condition that would increase the cost of installing the Project on or at the Leased Premises or create any potential additional liabilities for Tenant. For the purposes of this Lease, the term

¹ NTD Landlord – The use of “quiet” here is a legal term of art, meaning that Tenant’s possession of the Leased Premises will be undisturbed in accordance with the Lease terms. There is no objection to noise created by ATVs.

“Environmental Condition” shall mean any of the following; (a) the violation or alleged violation of any Environmental Laws at or on the Leased Premises; (b) the Release (past or present) or potential Release of any Hazardous Material at, on or from the Leased Premises; and/or (c) any other environmental matter adversely affecting the Leased Premises (and including, without limitations, any matters related to the landfill located on the Land), in each case, except as directly caused by Hazardous Materials brought onto the Property by or on behalf of Tenant. Landlord further represents and warrants to Tenant that it has no knowledge of any claim having been made by any Governmental Authority that a violation of Applicable Laws (including Environmental Laws) exists with regard to the Land, or any part thereof, as of the Effective Date.

- (b) Landlord acknowledges and agrees that upon execution of this Lease it retains ownership and control of the landfill and all operations, maintenance, monitoring, permitting and compliance matters related thereto, and that this Lease does not in any way transfer ownership or control of the landfill to Tenant, implicate Tenant as an “operator”, “responsible party” or “potentially responsible party” (as such terms are defined by applicable Environmental Laws) of the landfill, delegate to Tenant any obligations or liabilities of an “operator”, “responsible party” or “potentially responsible party” of the landfill, or otherwise subject Tenant to any Environmental Liabilities and Obligations with respect to the landfill. Landlord acknowledges that Landlord shall at all times, and at its sole cost and expense and obligation, keep and maintain the landfill in strict compliance with all Applicable Laws and all applicable permits, licenses and other authorizations and approvals related thereto. Landlord further acknowledges and agrees that notwithstanding anything herein to the contrary, Tenant shall have no obligation to reimburse or fund any costs of Landlord to the extent that they are incurred defending against claims relating to the landfill area of the Leased Premises and/or the actions or inactions of Landlord in relation to the landfill and/or any other Landlord obligations imposed under this Lease.
- (c) Landlord has no actual knowledge that there has been any Release and no Hazardous Materials have been manufactured or are present on the Land except in accordance with Environmental Laws.
- (d) Landlord agrees to defend, indemnify, and hold Tenant, and its members, officers, directors, employees, contractors and agents harmless from and against all Environmental Liabilities and Obligations related to pre-existing contamination or the operation, maintenance and permitting of the landfill, except to the extent such Environmental Liabilities and Obligations arise out of Hazardous Materials brought onto the Leased Premises by Tenant or its agents, employees or contractors after the Effective Date.

Section 6.7 Legal Proceedings.

- (a) Except as otherwise disclosed in Tenant in writing prior to the Effective Date, neither Landlord nor any affiliate of Landlord is a party to any, and to Landlord’s actual or constructive knowledge, there are no pending or threatened legal, administrative, arbitral or other proceedings, claims, actions or governmental or regulatory investigations of any kind or nature whatsoever pertaining to the Land or challenging the validity or propriety of this Lease and/or transactions contemplated in this Lease.
- (b) Except as otherwise disclosed in Tenant in writing prior to the Effective Date, there is no injunction, writ or governmental order, judgment or similar decree applicable to Landlord or any of its affiliates which imposes any restrictions on Landlord or any of its affiliates

with respect to the Lease, the Leased Premises or the rights provided to Tenant hereunder.

- (c) There are no bankruptcy, insolvency, reorganization, receivership or other comparable proceedings pending or being contemplated by or against Landlord or any of Landlord's assets nor are any being contemplated by Landlord or threatened against Landlord or any of Landlord's assets.

Section 6.8 Restrictive Covenants.

Landlord has not received any written notice that the Land is not in compliance with any restrictive covenants or deed restrictions affecting the Leased Premises or any governmental requirements regarding zoning, building, health, traffic, flood control, fire safety or handicap access.

Section 6.9 Insurance

Landlord shall maintain throughout the Term, policies of insurance customary to the property and by virtue of the Landlord being a governmental entity in the State of Maine.

ARTICLE VII
Indemnification

Section 7.1 Indemnification by Tenant

In addition to the environmental related indemnification provided in Section 5.4(a), Tenant agrees to defend, indemnify, save and hold harmless the Landlord and Landlord's officers, directors, shareholders, members, managers, employees, attorneys, representatives, mortgagees, and agents (collectively the "Landlord Indemnified Parties") from and against any and all claims, actions, demands, and liabilities for physical damage to property or injury to any person, including but not limited to any employees of Tenant, or any other losses, damages or expenses (including without limitation reasonable attorneys' fees) of the Landlord Indemnified Parties, in each case to the extent resulting from or arising out of (i) any negligent or intentional act or omission on the part of the Tenant, its employees, contractors or agents or (ii) any breach of this Lease by the Tenant. This indemnification shall not apply to losses, damages, claims, expenses, and liabilities to the extent caused by any negligent or intentional act or omission on the part of any Landlord Indemnified Party. This indemnification shall survive the termination of this Lease.

Section 7.2 Indemnification by Landlord

In addition to the environmental related indemnification provided in Section 6.6(b), Landlord agrees to defend, indemnify, save and hold harmless the Tenant and Tenant's officers, directors, shareholders, members, managers, employees, attorneys, representatives, mortgagees and agents (collectively, the "Tenant Indemnified Parties") from and against any and all claims, actions, demands, and liabilities for physical damage to property or injury to any person, including but not limited to any employees of Landlord, or any other losses, damages or expenses (including without limitation reasonable attorneys' fees) of the Tenant Indemnified Parties, in each case to the extent resulting from or arising out of (i) any negligent or intentional act or omission on the part of Landlord, its employees, contractors or agents; or (ii) any breach of this Lease by the Landlord. This indemnification shall not apply to losses, damages, claims, expenses and liabilities to the extent caused by any negligent or intentional act or omission on the part of any Tenant Indemnified Party. This indemnification shall survive the termination of this Lease.

NOTWITHSTANDING THE ABOVE, THE LANDLORD'S OBLIGATION TO DEFEND, INDEMNIFY SAVE AND HOLD HARMLESS TENANT SHALL NOT EXTEND TO ANY MATTER FOR WHICH LANDLORD IS IMMUNE FROM LIABILITY UNDER THE MAINE TORT CLAIMS ACT.

Section 7.3 Limitation on Damages

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LEASE, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LANDLORD AND TENANT HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, IN CONNECTION WITH THIS LEASE. THE FOREGOING LIMITATION WILL NOT BE CONSTRUED AS LIMITING THE INDEMNIFICATION OBLIGATIONS OF EITHER PARTY WITH RESPECT TO THIRD PARTY CLAIMS PROVIDED IN THIS SECTION 7 OR ANY LOSSES ARISING OUT OF THE FRAUD OR WILLFUL MISCONDUCT OF THE INDEMNIFYING PARTY. LANDLORD HEREBY AGREES THAT THE VALUE OF ANY LOST ELECTRIC REVENUES, ENVIRONMENTAL ATTRIBUTES AND INCENTIVES AND TAX INCENTIVES AND BENEFITS ARE DIRECT DAMAGES TO TENANT AND SPECIFICALLY RECOVERABLE UNDER THIS ARTICLE VII.

Section 7.4 Waiver of Jury Trial

EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS LEASE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS LEASE WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS LEASE.

ARTICLE VIII
Assignment; Encumbrance

Section 8.1 Right of Tenant to Encumber

- (a) Tenant may at any time mortgage all or any part of its interest in the Lease and rights under this Lease or enter into a collateral assignment of all or any part of its interest in the Lease or rights under this Lease to any entity providing financing for the Project (each such entity, a "Lender") without the consent of Landlord. If requested by Tenant in connection with such collateral assignment, Landlord will deliver to Lender a consent to assignment containing the provisions in Exhibit C, or such other provisions as may be mutually agreed. Tenant will provide prompt notice to Landlord of any mortgage or collateral assignment made pursuant to this Section 8.1(a).
- (b) Notwithstanding any provision of Section 8.2 to the contrary, in connection with the exercise of the rights of Tenant's rights hereunder, Tenant, shall also have the right, with

Landlord's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed: (a) to grant directly to, or (b) cause Landlord to promptly grant to, any party (each such party a "Grantee") Additional Rights, which rights may be permanent rights that extend beyond the Term. "Additional Rights" mean any right or interest to be granted in or to the Leased Premises that is reasonably necessary for the exercise of Tenant's use of the Leased Premises with respect to and serving the Project, including, without limitation, easements and similar associated rights to construct, operate, and maintain transmission, collection, distribution, interconnection or switching lines or facilities with respect to and servicing the Project pursuant to a standard form of easement or other similar agreement, lot line adjustments, lot line mergers, right-of-way dedications, or rights of abandonment. It is agreed that it would be unreasonable for Landlord to withhold, condition, or delay its consent to any of the Additional Rights to the extent that the grant of the right or interest is necessary with respect to and serving the Project. At Tenant's election and subject to the foregoing, Landlord agrees to (i) grant any approved Additional Rights directly to Grantee or (ii) convey title to such portion of the Leased Premises to the Grantee by deed or other conveyance after mutually agreed terms and compensation is provided. Landlord also agrees to promptly take actions and deliver all documents reasonably required to effectuate the Tenant's use of the Property, including any documents required by a Governmental Authority.

Section 8.2 Assignment

- (a) Tenant shall not have the right to assign, sublease, transfer, or convey all or any part of its interests in or obligations under this Lease without Landlord's prior written consent; *provided*, that without Landlord's consent Tenant may (i) collaterally assign or mortgage its rights under this Lease to any Lender in accordance with Section 8.1, (ii) assign this Lease to any purchaser of the Project, to any entity succeeding to all or substantially all of the assets of Tenant, or to any entity in connection with a tax equity financing, provided the assignee or transferee shall be subject to all of the obligations, covenants, and conditions applicable to the Tenant.
- (b) Landlord may assign this Lease without consent in connection with any transfer or conveyance of Landlord's interests in the Leased Premises made in accordance with Section 8.3.
- (c) Any purported assignment of this Lease not permitted by this Section 8.2 shall be void.

Section 8.3 Landlord's Transfer or Encumbrance of Leased Premises

- (a) Landlord may transfer, sell or convey the Leased Premises to any person or entity, with the prior written consent of Tenant, which shall not be unreasonably withheld, conditioned or delayed; provided, however, that Landlord may, without Tenant's prior written consent sell a fee interest in the Leased Premises to an affiliate of Landlord, and in any such event of transfer, sale or conveyance, this Lease and the leasehold interest, easements and other interests created herein shall survive such transfer, sale or conveyance and continue in effect with respect to the Leased Premises and the Land. Landlord will notify Tenant of any transfer, sale or conveyance of the Leased Premises permitted hereunder, and Tenant shall, if so requested, provide written acknowledgement of its attornment to the transferee thereof, provided such transferee agrees to assume all obligations of Landlord in the Lease. Upon transfer of the Leased Premises and assumption of this Lease by the transferee

thereof in accordance with this Section 8.3(a), Landlord shall have no further obligations or liability under this Lease, other than liabilities accrued prior to such transfer.

- (b) Landlord may mortgage, pledge, grant a lien on, collaterally assign or grant a deed of trust on, in or over the Leased Premises (any such mortgage, pledge, lien, collateral assignment or deed of trust a “Fee Mortgage”) to any Person that provides financing to Landlord without the prior written consent of Tenant only if (i) Landlord shall procure from any such mortgagee for the benefit of Tenant and Tenant’s Lenders and financing parties an SNDA acknowledging (A) the Tenant’s continuing right to occupy and use the Leased Premises in accordance with this Lease upon any foreclosure or exercise of rights by such mortgagee, and (B) such mortgagee has no interest in the equipment comprising the Project and shall not gain any such interest as a result of the grant of the mortgage or any exercise of remedies by such mortgagee; (ii) the grant of such Fee Mortgage shall be subordinate to and shall not be a lien prior to this Lease or any mortgage placed thereon; and (iii) any such Fee Mortgage shall be subject to the terms of this Lease. In any event, no Fee Mortgage shall give any such assignee (x) any greater rights than Landlord hereunder; or (y) the right to cancel the Lease unless there is an Event of Default on the part of Tenant (which remains uncured by either Tenant or the Leasehold Mortgagee) which, under the terms of this Lease, gives Landlord a right to cancel this Lease. As used in this Lease, the term “Fee Mortgage” collectively includes any commercial bank, trust company or national banking association or other financial institution, the United States agency or branch of a foreign bank, any insurance company, employees’ pension or retirement fund system, corporate profit-sharing or pension trust, any publicly traded real estate investment trust, a “hedge fund” or “private equity fund” or other person or entity that from time to time provides financing to or for the benefit of Tenant or its affiliate, and any agent, security agent, collateral agent, indenture trustee, loan trustee, loan participant or participating or syndicated lenders involved in whole or in part in such financing, and their respective representatives, successors and assigns.

ARTICLE IX

Condemnation; Force Majeure

Section 9.1 Condemnation

- (a) If all of the Leased Premises are taken by eminent domain, or any material portion of the Leased Premises is taken by eminent domain, and as a result of such taking, the continued construction, installation or operation of the Project on the Leased Premises would become impossible or impracticable, then Tenant shall have the option to terminate this Lease as of the effective date of such taking, and upon such termination neither Party shall have any further obligations other than with respect to the distribution of proceeds as set forth in Section 9.2 below, the obligation of Tenant to remove the Project as set forth in Section 5.3 below, or any payment or indemnification obligations of either Party accrued prior to termination. For purposes of this Section 9.1(a), a partial taking shall not be deemed to have rendered construction, installation or operation of the Project impossible or impracticable if, after giving effect to such taking, the Project’s generating capacity has been reduced by less than 25%.
- (b) If any portion of the Leased Premises is taken by eminent domain but this Lease has not been terminated in accordance with subsection (a) or (b) above, then the Parties shall use

commercially reasonable efforts to amend this Lease to reflect any necessary reduction or, at the mutual agreement of the Parties, relocation of the Project which will preserve the value and benefit of the Lease to Tenant to the extent possible following such taking.

Section 9.2 Proceeds

In the event any award or payment is made in connection with a taking by eminent domain, Tenant shall be entitled to that portion of such award, equal to (i) the reasonable costs of removing or relocating the Project or any components of the Project, (ii) the loss of the Project or any components of the Project, or (iii) the ability of Tenant to operate the Project on the Leased Premises pursuant to this Lease; and (iv) any loss of income from the Project and loss of goodwill. Tenant shall have the right to participate in any condemnation proceedings, including settlement and negotiations, to the extent affecting Tenant's portion of such award, and Landlord shall not enter into any binding settlement agreement without the prior written consent of Tenant in connection with such proceedings. All other awards or payments made in connection with a taking by eminent domain, including without limitation any award made in respect of the fee simple interest in the Leased Premises or the rent payable to Landlord pursuant to this Lease, shall be the exclusive property of Landlord.

Section 9.3 Waiver Relating to Condemnation

The Parties intend that the provisions of this Lease shall govern their respective rights and obligations in the event of a condemnation. Accordingly, but without limiting any right to terminate this Lease to the extent expressly provided in this Lease, Landlord and Tenant each hereby waive the provisions of any Applicable Law allowing either Party to petition for a termination of this Lease upon a partial taking of the Leased Premises or any improvements thereon.

Section 9.4 Casualty

If during the Term, all or part of the Leased Premises or the Tenant's improvements are damaged by fire, wind, flood, earthquake or other casualty, with the result that, in Tenant's sole and absolute discretion, it would not be commercially or economically reasonable or desirable to repair and restore the Leased Premises and Tenant's improvements, then Tenant may terminate this Lease by providing Landlord with written notice of the same and vacating the Leased Premises in compliance with Section 5.3(b) hereof. Upon such termination, except for any obligations which have accrued prior to the termination of this Lease or any indemnity obligations which shall survive any termination of this Lease, Landlord and Tenant shall have no further rights, liabilities or obligations hereunder or otherwise with respect to this Lease. Tenant, or its successor in interest, shall be entitled to 100% of any proceeds from casualty insurance policies maintained by Tenant.

Section 9.5 Waiver Relating to Casualty

If there is any damage to or destruction of the Leased Premises or the Project, this Lease shall not terminate. The Parties hereto intend that this Lease fully govern all of their rights and obligations in the event of any damage or destruction of the Leased Premises and the Project, and, accordingly, the Landlord and Tenant each hereby waives the provisions of any Applicable Law permitting the termination of a lease agreement in the event of damage or destruction under any circumstances.

Section 9.6 Force Majeure

Neither Party will be required to perform its obligations under this Lease to the extent and for the time that performance thereof is prevented by reason of any occurrence beyond such Party's control that

could not be avoided through the exercise of reasonable diligence (each such occurrence, a “Force Majeure Event”), including without limitation any act of God, pandemics or epidemics, strike national or regional in scope, delay in receiving any permit or other action of any Governmental Authority (except to the extent attributable to the acts or omissions of the affected Party), flood, earthquake, hurricane, or fire. The Party affected by any such occurrence will give prompt notice thereof to the other Party, keep the other Party notified of its efforts to remedy such occurrence, and resume performance of its obligations as soon as such performance is no longer prevented.

ARTICLE X

Default

Section 10.1 Events of Default

Each of the following shall constitute an event of default (an “Event of Default”) by a Party:

- (a) any failure by such Party to pay any amounts required to be paid pursuant to this Lease when due, if the failure to pay continues for sixty (60) days after written notice from the other Party;
- (b) such Party makes an assignment of this Lease other than as permitted by Section 8.1 or 8.2.
- (c) any representation or warranty made by such Party in this Lease is false or misleading in any material respect when made or when deemed made;
- (d) such Party fails to observe or perform any other material obligation of such Party in this Lease, which failure continues for a period of thirty (30) days after written notice of default from the other Party or, if the nature of such default is such that cure will take longer than thirty (30) days and such Party initiates such cure within thirty (30) days, then the period of time necessary to effect such cure (not to exceed ninety (90) days in total) as long as such Party is making continuous and diligent efforts to cure during that time and the extension of such cure period would not result in damage to any person or property or result in the violation of any Applicable Law; and
- (e) such Party initiates any voluntary petition for bankruptcy, reorganization, insolvency, liquidation, or receivership, or any such petition is initiated against such Party by a third party and not dismissed within sixty (60) days;

Section 10.2 Remedies

Upon the occurrence and during the continuation of an Event of Default by a Party, the other Party may (i) cure such Event of Default, in which event the other Party shall reimburse the curing Party on demand for all sums so expended by the curing Party; (ii) enforce by all proper and legal suits and other means, its rights hereunder and pursue any other rights it may have in law or equity; and (iii) terminate this Lease by notice to the other Party, which notice will be effective upon receipt or such other date as may be specified therein.

Section 10.3 Surrender

Upon the termination or expiration of this Lease, Tenant shall peaceably surrender the Leased Premises to Landlord and, as and to the extent set forth in Section 5.3, remove all of the components of the Project from the Leased Premises and restore the Leased Premises at Tenant’s expense (except where this

Lease is terminated by Tenant for a Landlord Event of Default, in which case, Landlord shall be fully responsible for the costs and expenses of such removal and restoration).

Section 10.4 Specific Performance

Landlord acknowledges and agrees that should Landlord breach any of its obligations hereunder or otherwise fail to permit Tenant to exercise any of the rights and privileges granted herein, Tenant shall have the right to specific enforcement of this Lease, in addition to all of Tenant's remedies at law, in equity or under this Lease.

ARTICLE XI Miscellaneous

Section 11.1 Notice

Notices, consents, or other documents required or permitted by this Lease must be given by personal delivery, email, delivered by Federal Express or other reputable overnight courier, or sent by registered mail or certified mail, return receipt requested, and postage prepaid and shall be sent to the respective Parties as follows:

To Landlord:	City of Caribou Attention: City Manager 25 High Street Caribou, ME 04736 citymanager@cariboumaine.org
To Tenant:	SynerGen Caribou, LLC Attention: Managing Member 600 Reisterstown Road, Suite 310 Pikesville, MD 21208 Hillel.Halberstam@synergensolar.com

All notices, communications and waivers to Landlord's lenders or other financiers under this Lease shall be to the name and address specified in a notice from Landlord to Tenant. All notices sent pursuant to the terms of this Section 11.1 shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by reputable overnight, express courier, then on the next business day immediately following the day sent, (iii) if sent by registered or certified mail, then on the day when actually received, or (iv) if sent by email, then on the day when receipt is acknowledged.

Section 11.2 No Third-Party Beneficiaries

No provision of this Lease 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 Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any person not a party to this Lease.

Section 11.3 Entire Agreement

It is mutually understood and agreed that this Lease and the Exhibits hereto constitute the entire agreement between Landlord and Tenant and supersede any and all prior oral or written understandings, representations or statements, and that no understandings, representations or statements, verbal or written,

have been made which modify, amend, qualify, or affect the terms of this Lease. This Lease may not be amended except in a writing executed by both Parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct, or absence of a response to a unilateral communication, other than a written amendment shall be binding on either Party.

Section 11.4 Governing Law; Jurisdiction

This Lease is made in and shall be governed by the laws of the state of Maine (without regard to its conflict of laws principles). Each Party hereto expressly and irrevocably subjects itself to the jurisdiction of the courts of the State of Maine, and the United States courts located in the State of Maine, and agrees that suit may be brought only in such courts with respect to any matters arising from this Lease. The prevailing Party in any litigation arising under this Lease shall be entitled to its reasonable attorneys' fees, expert fees and expenses and costs.

Section 11.5 Further Assurances

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 Lease and to fulfill the obligations of the respective Parties.

Section 11.6 Waiver

Neither Party shall be deemed to have waived any provision of this Lease 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 Lease shall not be deemed a waiver with respect to any subsequent or other matter.

Section 11.7 Relationship of Parties

The duties, obligations and liabilities of each of the Parties are intended to be several and not joint or collective. This Lease shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Landlord and Tenant or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. Landlord and Tenant shall not 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.

Section 11.8 Confidentiality

The Parties acknowledge that during the course of the performance of their respective obligations under this Lease, either Party may need to provide information to the other Party, which the disclosing Party deems to be confidential, proprietary, or a trade secret. Any such information, which is marked confidential or otherwise indicated as confidential, shall be treated confidentially by the receiving Party and shall not be disclosed to any other person without the prior consent of the disclosing Party. The receiving Party agrees that it shall make disclosure of any such confidential information only to attorneys, consultants, or agents (each individually its "Representative" and collectively, its "Representatives") to whom disclosure is reasonably necessary during the course of the performance of their respective obligations under this Lease. The receiving Party shall appropriately notify such Representatives that the disclosure is made in confidence and shall be kept in confidence in accordance with this Lease. The receiving Party shall be responsible for the failure of such Representatives to comply with the terms hereof. The terms and conditions of this Lease shall be deemed confidential and subject to the provisions of this Section 11.8.

Section 11.9 Counterparts

This Lease may be executed in two or more counterparts and by different Parties on separate counterparts, all of which shall constitute one and the same agreement and each of which shall be deemed an original, and may be delivered by electronic mail.

Section 11.10 Memorandum of Lease

Landlord and Tenant shall execute in recordable form, and Tenant shall then record, a “Memorandum of Lease” in the form attached as Exhibit B. Such Memorandum of Lease will be executed by the Parties simultaneously with this Lease and recorded in the real estate records of the county or counties where the Leased Premises is located. Upon the termination or expiration of this Lease, Tenant shall upon request deliver termination of lease documentation in appropriate form for recording. Tenant hereby grants Landlord a power of attorney, coupled with an interest, to sign such documentation on Tenant’s behalf as may be required to record the termination of this Lease in the event Tenant fails to deliver such documentation upon request.

Section 11.11 Survival

The provisions of Section 5.3, Section 5.4, Article VII, Section 10.1, Section 10.3, this Article XI, and any other indemnification or payment obligations accrued prior to termination, shall survive any termination of this Lease.

Section 11.12 Construction

The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Lease and is hereby waived.

Section 11.13 Partial Invalidity

Should any provision of this Lease be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void, or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Lease, the Parties agree that in no event shall the term of this Lease be longer than, respectively, the longest period permitted by applicable law.

Section 11.14 Time is of the Essence

The Parties agree and acknowledge that time is of the essence in the performance by each Party of its obligations herein.

Section 11.15 Estoppel Certificate

Each Party acknowledges that the other Party may from time to time request an estoppel certificate in connection with any financing, sale, or investment in connection with such Party’s interest in this Lease and the Project. Each Party agrees that, if requested by the other Party on behalf of any third party with whom such requesting Party is undertaking any such transaction, the other Party agrees to address such matters in an estoppel to be provided, to the extent that the request is commercially reasonable.

IN WITNESS WHEREOF, this Lease has been duly executed on the day and date set forth below the respective signatures of Landlord and Tenant to be effective as of the last date executed by a party hereto.

Landlord

Tenant

CITY OF CARIBOU

SYNERGEN CARIBOU, LLC

By: _____
Name: Dennis Marker
Title: City Manager

By: _____
Name: Hillel Halberstam
Title: Managing Member

Acknowledgments

Acknowledgement of Landlord

STATE OF MAINE

County of _____, ss.

On the ____ day of _____ in the year 2021 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence, to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that (he) (she) (they) executed the same in (his) (her) (their) capacity(y)(ies), and that by (his) (her) (their) signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Acknowledgement of Tenant

STATE OF MARYLAND

County of _____, ss.

On the ____ day of _____ in the year 2021 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence, to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that (he) (she) (they) executed the same in (his) (her) (their) capacity(y)(ies), and that by (his) (her) (their) signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

EXHIBIT A-1

DESCRIPTION OF LAND

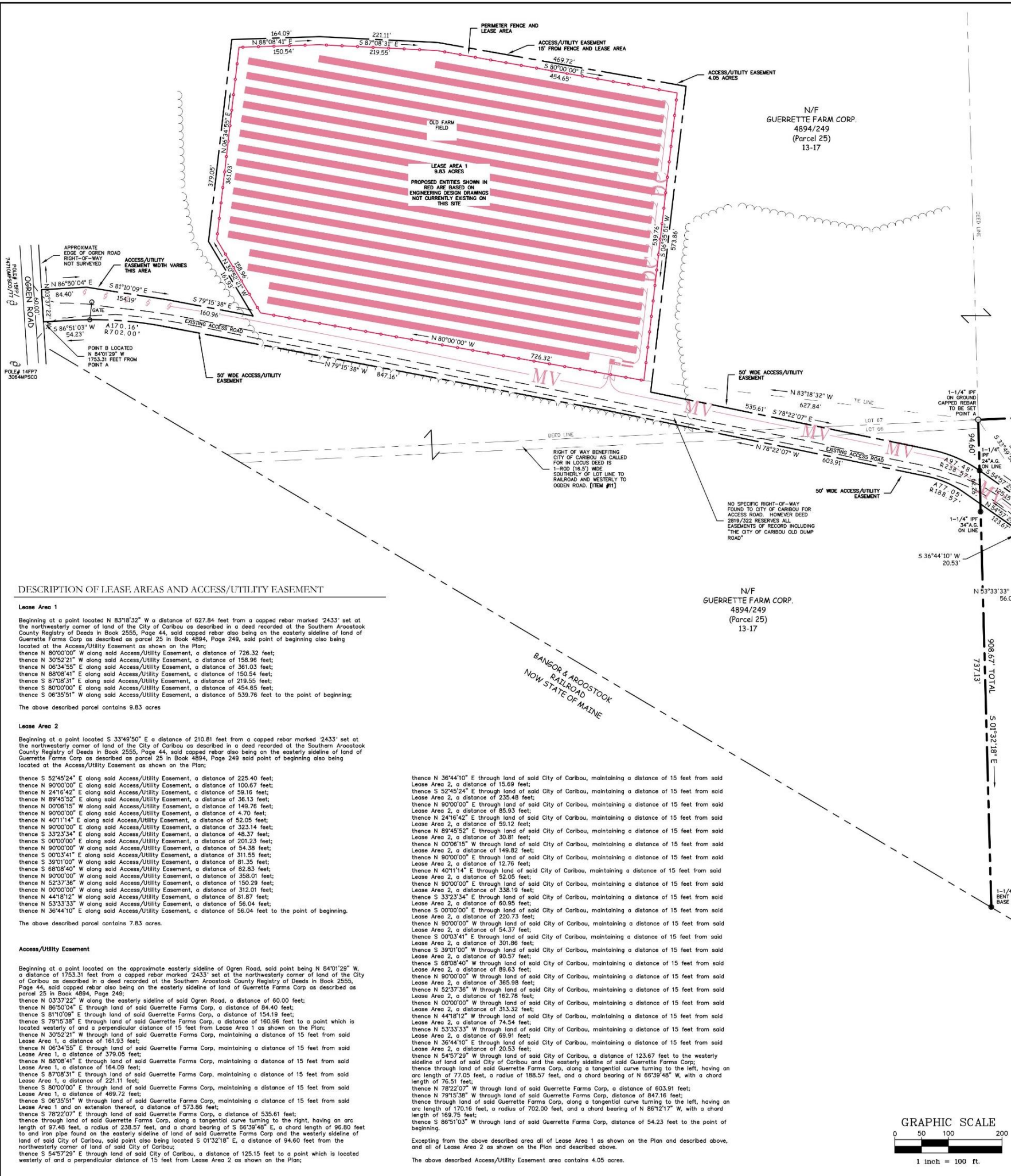
**That property conveyed to the City of Caribou by Quit Claim deed as recorded at the Southern
Aroostook County Registry of Deeds in Book 2555 at Pages 044 on April 21, 1993.**

EXHIBIT A-2

DESCRIPTION OF LEASED PREMISES

[ALTA and Metes and Bounds to be inserted]

[Lease area to include “Access/Utility Easement” extents on City Property; and per Section 2.3 the final survey depicting the easement areas will be included here]



DESCRIPTION OF LEASE AREAS AND ACCESS/UTILITY EASEMENT

Lease Area 1
Beginning at a point located N 83°18'32" W a distance of 627.84 feet from a capped rebar marked '2433' set at the northwesterly corner of land of the City of Caribou as described in a deed recorded at the Southern Arroostook County Registry of Deeds in Book 2555, Page 44, said capped rebar also being on the easterly sideline of land of Guerrette Farms Corp as described as parcel 25 in Book 4894, Page 249, said point of beginning also being located at the Access/Utility Easement as shown on the Plan;
thence N 80°00'00" E along said Access/Utility Easement, a distance of 726.32 feet;
thence N 30°22'21" W along said Access/Utility Easement, a distance of 158.96 feet;
thence N 06°34'55" E along said Access/Utility Easement, a distance of 361.03 feet;
thence N 88°08'41" E along said Access/Utility Easement, a distance of 150.54 feet;
thence S 87°08'31" E along said Access/Utility Easement, a distance of 219.55 feet;
thence S 80°00'00" E along said Access/Utility Easement, a distance of 454.65 feet;
thence S 06°35'51" W along said Access/Utility Easement, a distance of 539.76 feet to the point of beginning;
The above described parcel contains 9.83 acres

Lease Area 2
Beginning at a point located S 33°40'50" E a distance of 210.81 feet from a capped rebar marked '2433' set at the northwesterly corner of land of the City of Caribou as described in a deed recorded at the Southern Arroostook County Registry of Deeds in Book 2555, Page 44, said capped rebar also being on the easterly sideline of land of Guerrette Farms Corp as described as parcel 25 in Book 4894, Page 249, said point of beginning also being located at the Access/Utility Easement as shown on the Plan;
thence S 52°45'24" E along said Access/Utility Easement, a distance of 225.40 feet;
thence N 90°00'00" E along said Access/Utility Easement, a distance of 100.67 feet;
thence N 24°16'42" E along said Access/Utility Easement, a distance of 59.16 feet;
thence N 89°45'52" E along said Access/Utility Easement, a distance of 36.13 feet;
thence N 00°00'00" E along said Access/Utility Easement, a distance of 149.76 feet;
thence N 90°00'00" E along said Access/Utility Easement, a distance of 4.70 feet;
thence N 40°11'14" E along said Access/Utility Easement, a distance of 52.05 feet;
thence N 90°00'00" E along said Access/Utility Easement, a distance of 323.14 feet;
thence S 33°23'34" E along said Access/Utility Easement, a distance of 48.37 feet;
thence S 00°00'00" E along said Access/Utility Easement, a distance of 201.23 feet;
thence N 90°00'00" W along said Access/Utility Easement, a distance of 54.38 feet;
thence S 00°34'11" E along said Access/Utility Easement, a distance of 311.55 feet;
thence S 33°23'34" E along said Access/Utility Easement, a distance of 81.35 feet;
thence S 88°08'40" W along said Access/Utility Easement, a distance of 82.83 feet;
thence N 90°00'00" W along said Access/Utility Easement, a distance of 358.01 feet;
thence N 52°37'36" W along said Access/Utility Easement, a distance of 150.29 feet;
thence N 00°00'00" W along said Access/Utility Easement, a distance of 312.01 feet;
thence N 44°18'12" W along said Access/Utility Easement, a distance of 81.87 feet;
thence N 53°33'33" W along said Access/Utility Easement, a distance of 56.04 feet;
thence N 36°44'10" E along said Access/Utility Easement, a distance of 56.04 feet to the point of beginning;
The above described parcel contains 7.83 acres

Access/Utility Easement
Beginning at a point located on the approximate easterly sideline of Ogren Road, said point being N 84°01'29" W, a distance of 1753.31 feet from a capped rebar marked '2433' set at the northwesterly corner of land of the City of Caribou as described in a deed recorded at the Southern Arroostook County Registry of Deeds in Book 2555, Page 44, said capped rebar also being on the easterly sideline of land of Guerrette Farms Corp as described as parcel 25 in Book 4894, Page 249;
thence N 03°37'22" W along the easterly sideline of said Ogren Road, a distance of 60.00 feet;
thence N 86°30'04" E through land of said Guerrette Farms Corp, a distance of 84.40 feet;
thence S 81°10'09" E through land of said Guerrette Farms Corp, a distance of 154.19 feet;
thence S 79°15'38" E through land of said Guerrette Farms Corp, a distance of 160.96 feet to a point which is located westerly of and a perpendicular distance of 15 feet from Lease Area 1 as shown on the Plan;
thence N 30°22'21" W through land of said Guerrette Farms Corp, maintaining a distance of 15 feet from said Lease Area 1, a distance of 161.93 feet;
thence N 06°34'55" E through land of said Guerrette Farms Corp, maintaining a distance of 15 feet from said Lease Area 1, a distance of 379.05 feet;
thence N 88°08'41" E through land of said Guerrette Farms Corp, maintaining a distance of 15 feet from said Lease Area 1, a distance of 164.09 feet;
thence S 87°08'31" E through land of said Guerrette Farms Corp, maintaining a distance of 15 feet from said Lease Area 1, a distance of 221.11 feet;
thence S 80°00'00" E through land of said Guerrette Farms Corp, maintaining a distance of 15 feet from said Lease Area 1, a distance of 469.72 feet;
thence S 06°35'51" W through land of said Guerrette Farms Corp, maintaining a distance of 15 feet from said Lease Area 1 and an extension thereof, a distance of 573.86 feet;
thence S 78°22'07" E through land of said Guerrette Farms Corp, a distance of 603.91 feet;
thence through land of said Guerrette Farms Corp, along a tangential curve turning to the right, having an arc length of 97.48 feet, a radius of 238.57 feet, and a chord bearing of S 66°39'48" E, a chord length of 96.80 feet to and iron pipe found on the easterly sideline of land of said Guerrette Farms Corp and the westerly sideline of land of said City of Caribou, said point also being located S 0°32'18" E, a distance of 94.60 feet from the northwesterly corner of land of said City of Caribou;
thence S 54°57'29" E through land of said City of Caribou, a distance of 125.15 feet to a point which is located westerly of and a perpendicular distance of 15 feet from Lease Area 2 as shown on the Plan;

TITLE COMMITMENT EXCEPTIONS:

THE FOLLOWING TITLE EXCEPTIONS ARE LISTED ON SCHEDULE B PART II OF THE CATIC(CONNECTICUT ATTORNEYS TITLE INSURANCE COMPANY) COMMITMENT NO. 121520-01, AS DATED NOVEMBER 30, 2020:

ITEMS #1-10 - [Not a survey matter, general in nature, or noted as "Intentionally omitted" in Exceptions]

ITEM #11. Such state of facts including notes as depicted on unrecorded plan entitled "ALTANSPS Land Title Survey of Solar Lease Area Ogren Road, Caribou, Maine" for SynerGen Solar, dated January 8, 2021 by Jones Associates Inc., Project #20-019CU. [Reference is to this plan]

Parcel 1 (City of Caribou) Exceptions:

ITEM #12. Rights of others in and to the right of way, reservation of farm rights and use restrictions set forth in Quitclaim Deed with Covenant from Jeffrey J. Robertson to The City of Caribou dated April 21, 1993 and recorded at the Southern Arroostook County Registry of Deeds in Book 2555, Page 44. [City of Caribou Locust Deed includes Right of way as shown, farm rights described in Note 8]

Parcel 2 (Guerette Parcel) Exceptions:

ITEM #13. Notice of Taking by the State of Maine for Railroad Bed, dated December 14, 1994 and recorded at the Southern Arroostook County Registry of Deeds in Book 2750, Page 239. [Does not affect Lease Areas, or Access/Utility Easements]



LOCATION PLAN

- NOTES:**
- RECORD OWNERS: CITY OF CARIBOU, GUERRETTE FARMS CORP.
 - CITY OF CARIBOU PARCEL DEED REFERENCE: SEE PARCEL 25 OF DEED FROM JEFFREY J. ROBERTSON TO CITY OF CARIBOU DATED APRIL 21, 1993, RECORDED AT THE SOUTHERN DISTRICT AROOSTOOK COUNTY REGISTRY OF DEEDS IN BOOK 2555, PAGE 44. (CITY OF CARIBOU, TAX MAP 16, LOT 30)
 - GUERRETTE FARMS CORP. PARCEL DEED REFERENCE: SEE DEED FROM LELA M. GUERRETTE TO GUERRETTE FARMS CORP. DATED DECEMBER 1, 2010, RECORDED AT THE SOUTHERN DISTRICT AROOSTOOK COUNTY REGISTRY OF DEEDS IN BOOK 4894, PAGE 249. (CITY OF CARIBOU, TAX MAP 13, LOT 17)
 - ALL BOOK AND PAGE REFERENCES REFER TO THE SOUTHERN DISTRICT AROOSTOOK COUNTY REGISTRY OF DEEDS.
 - ALL BEARINGS ARE REFERENCED TO NAD83 MAINE STATE PLANE GRID NORTH.
 - ELEVATIONS SHOWN ARE TIED TO NAVD88 BY OPUS GPS OBSERVATIONS.
 - THE LOCATION, SIZE, AND DEPTH OF UNDERGROUND UTILITY LINES, TANKS, AND/OR STRUCTURES NOT DETERMINED BY THIS SURVEY.
 - CITY OF CARIBOU LOCUS DEED BOOK 2555, PAGE 44, RESERVES TO HENRY MORRELL 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". THIS PARCEL IS CURRENTLY COMPOSED OF CLOSED LANDFILL AREA AND WOODED OR WETLAND AREAS WITHOUT ANY ADDITIONAL TILLAGEABLE LAND. [ITEM #11]
 - PLAN REFERENCES:
 - A.) TOPOGRAPHIC SURVEY OF OLD CARIBOU DUMP, IN CARIBOU, AROOSTOOK COUNTY, MAINE, DATED JULY 28-AUGUST 24, 1992.
 - B.) PART OF LOT 65, CARIBOU, AROOSTOOK MAINE, FOR THE CITY OF CARIBOU, LEE A. DOODY JR., DATED MAY 21 1976.
 - C.) PLAN OF CARIBOU, NOT DATED, RECORDED IN PLAN BOOK 5, PAGE 43A.
 - D.) PARTIAL BOUNDARY SURVEY OF LAND OF CITY OF CARIBOU, OGDEN ROAD, CARIBOU, MAINE FOR SYNERGEN SOLAR, DATED JULY 22, 2020 BY JONES ASSOCIATES.

LEGEND

- SUBJECT BOUNDARY LINE
- ABUTTER OR RIGHT OF WAY LINE
- TREELINE
- N/F NOW OR FORMERLY
- 000/000 DEED BOOK PAGE REFERENCE
- 000-000 TAX MAP AND LOT NUMBER
- MF GRANITE MONUMENT FOUND
- IPF/IRF/RBF IRON PIPE/ROD/REBAR FOUND
- DHF DRILL HOLE FOUND
- CRBS 5/8" REBAR W/ CAP TO BE SET
- UP UTILITY POLE

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1.	1-19-21	ADDED METES AND BOUNDS AND DESCRIPTIONS	MH
2.	1-25-21	UPDATED CERTIFICATION ENTITIES	MH
3.	1-28-21	UPDATED WITH NEW TITLE COMMITMENT	MH

DRAFT ALTANSPS LAND TITLE SURVEY OF
SOLAR LEASE AREA
OGREN ROAD
CARIBOU, MAINE

PREPARED FOR: SYNERGEN SOLAR
600 REISTERSTOWN, SUITE 310
PIKESVILLE, MARYLAND

RECORD OWNERS:
CITY OF CARIBOU
25 HIGH STREET
CARIBOU, MAINE
GUERRETTE FARMS CORP.
3 WATSON MEMORIAL DRIVE
CARIBOU, MAINE

PREPARED BY:
JONES ASSOCIATES INC.
Foresters, Surveyors and
Environmental Consultants
280 POLAND SPRING ROAD, AUBURN, MAINE 04210
(207) 241-0235

PLAN DATE:
JANUARY 8, 2021

SCALE: 1"=100'

PROJ. #: 20-019CU

CERTIFICATION:
TO SYNERGEN CARIBOU, LLC AND CATIC(CONNECTICUT ATTORNEYS TITLE INSURANCE COMPANY):

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1,3,4,11,13,17,18 OF TABLE A THEREOF. THE FIELD WAS COMPLETED ON 7/16/2020.

DRAFT

MICHAEL A. HARTMAN, P.L.S. #2433
FOR JONES ASSOCIATES INC.

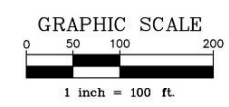


EXHIBIT B

“MEMORANDUM OF LEASE”

TO

**LAND LEASE
BETWEEN**

City of Caribou

and

SynerGen Caribou, LLC

Return after recorded to:

MEMORANDUM OF LEASE

This Memorandum of Land Lease ("Memorandum") is made as of the _____ day of _____ 2021, by and between City of Caribou ("Landlord") and SynerGen Caribou, LLC ("Tenant").

WHEREAS:

(A) Landlord is the owner of the property described on attached Exhibit A-1 (the "Land")

(B) The Parties entered into a Land Lease (the "Lease") for a portion of the Land described on Exhibit A-2 (the "Leased Premises") as of the ____ day of _____, 2021 (the "Effective Date"), with a term of 20 years from the Commercial Operation Date described therein.

(C) The Parties desire to enter into this Memorandum which is to be recorded in order that third parties may have notice of the interest of Tenant in the Leased Premises, the Solar Easement, the Access Easement and the Interconnection Easement as more particularly described on Exhibit B.

NOW, THEREFORE, in consideration of the rent and other payments and covenants provided in the Lease to be paid and performed by the Tenant, Landlord hereby leases, lets and demises the Leased Premises to Tenant, and hereby grants to Tenant those easements with respect to the Access Easement Land and Interconnection Easement Land as more particularly described in the Lease. All of the terms, conditions, provisions, and covenants of the Lease are hereby incorporated into this Memorandum by reference as though fully set forth herein, and the Lease and this Memorandum shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum and the Lease, the terms of the Lease shall prevail.

IN WITNESS HEREOF, the Parties have executed this Memorandum as of the date set forth above.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Acknowledgement of Landlord

STATE OF MAINE

County of _____, ss.

On the ____ day of _____ in the year 2021 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence, to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that (he) (she) (they) executed the same in (his) (her) (their) capacity(y)(ies), and that by (his) (her) (their) signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Acknowledgement of Tenant

STATE OF MARYLAND

County of _____, ss.

On the ____ day of _____ in the year 2021 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence, to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that (he) (she) (they) executed the same in (his) (her) (their) capacity(y)(ies), and that by (his) (her) (their) signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

EXHIBIT C

FORM OF CONSENT AND AGREEMENT

LANDLORD CONSENT, AGREEMENT AND ESTOPPEL CERTIFICATE

THIS LANDLORD CONSENT, AGREEMENT AND ESTOPPEL CERTIFICATE (this “Consent and Agreement”), dated as of [___] is by and among City of Caribou, an incorporated municipality of Aroostook County in the State of Maine (the “Landlord”), SynerGen Caribou, LLC, a Maryland limited liability company (the “Tenant”), and [___], (“Lender”).

RECITALS

WHEREAS, Landlord and Tenant entered into that Land Lease dated as of [___], (as amended, supplemented, modified and in effect from time to time, collectively the “Lease”) covering certain land owned by Landlord in the City of Caribou, Aroostook County, Maine;

WHEREAS, the Tenant and the Lender have entered into the [Credit Agreement] dated as of [___], (as amended, modified, supplemented, and in effect from time to time, the “Credit Agreement”) pursuant to which the Lender has agreed to finance certain expenditures in connection with the Project that Tenant is developing;

WHEREAS, it is a condition precedent to the obligations of the Lender under the Credit Agreement that the Tenant execute and deliver (i) a [Mortgage, Deed of Trust, Security Agreement, Assignment and Financing Statement] dated as of [___], pursuant to which the Tenant will mortgage, pledge, grant a lien on and security interest to Lender in Tenant’s interests in the Lease, (ii) a [Security Agreement] granting to the Lender a security interest in all of the improvements, fixtures, equipment and other personal property now or hereafter owned by the Tenant now or hereafter located on the Leased Premises or the Interconnection Easement Land (the “Personal Property”), (iii) and other related security documents and instruments (the agreements and instruments described in clauses (i), (ii) and (iii), as the same may be amended, modified, supplemented, and in effect from time to time, are collectively herein called the “Security Documents”), all as collateral security for the performance and observance of the obligations of the Tenant under the Credit Agreement;

WHEREAS, pursuant to the terms of the Lease, the Tenant is permitted to pledge, grant a lien on and assign the Lease to the Lender; and

WHEREAS, it is the condition precedent to the advancement of funds under the Credit Agreement that the Parties shall have executed this Consent and Agreement.

NOW, THEREFORE, Landlord, Tenant and Lender agree as follows:

1. Definitions. Unless otherwise defined, all terms used herein which are defined in the Lease (whether by reference to another agreement or otherwise) shall have their respective meanings as so defined.

2. Representations and Warranties. The Landlord hereby represents and warrants to the Lender that:

a. The Landlord is an incorporated municipality of Aroostook County in the State of Maine, duly organized, validly existing and in good standing under the laws of the State of Maine, is qualified to do business and in good standing in the State of Maine, and has all requisite power and authority to conduct its business, to own its properties, and to execute and deliver, and to perform its obligations under, this Consent and Agreement and the Lease.

b. The execution, delivery and performance by the Landlord of this Consent and Agreement and the Lease have been duly authorized by all necessary corporate action, and do not and will not (i) require any consent or approval of Landlord's board of directors or any other Person which has not been obtained, (ii) violate any provisions of the Landlord's certificate of incorporation, or by-laws or any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award having applicability to the Landlord, or (i) result in any breach of or constitute a default under any agreement relating to the management or affairs of the Landlord or any indenture or loan or credit agreement or other material agreement, lease or instrument to which the Landlord is a party or by which it or its properties may be bound or affected.

c. As of the date hereof, the Lease is in full force and effect and is a legal, valid, binding and enforceable obligation of the Landlord in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting the rights of creditors generally.

d. There is no pending or, to the best knowledge of the Landlord, threatened action or proceeding affecting the Landlord before any court, governmental agency, regulatory body or arbitrator, which could materially adversely affect the ability of the Landlord to perform its obligations under, or which purports to affect the legality, validity or enforceability of, the Lease.

e. To the best knowledge of the Landlord, the Tenant is not in default under any material covenant or obligation under the Lease and no such default has occurred prior to the date hereof. To the best knowledge of the Landlord after giving effect to the mortgage by the Tenant of the Lease to the Lender pursuant to the Security Documents, and after giving effect to the acknowledgement of and consent to such mortgage by the Landlord, there exists no event or condition which would constitute a default, or which would, with the giving of notice or lapse of time or both, constitute a default under the Lease.

f. The Tenant has duly performed and complied with all covenants, agreement(s) and conditions contained in the Lease required to be performed or complied with by it on or before the date hereof, and the Lease, as of the date hereof, is in full force and effect and has not been amended, and none of the Tenant's rights under the Lease have been waived.

g. All rent, fees and payments due under the Lease through and including the date hereof have been paid and, as of the date hereof, no other fees or other payments are presently due under the Lease.

h. To the knowledge of Landlord, there are no pending or contemplated condemnation or eminent domain proceedings with respect to the Land (including the Leased Premises), the Access Easement Land, the Interconnection Easement Land or any portion thereof.

3. Consents and Agreement. The Landlord hereby agrees that, up to and until the date on which all of the Tenant's obligations under the Credit Agreement have been paid and satisfied (the "Termination Date"):

a. The Lender and any designee or assignee thereof shall be entitled to perform any and all obligations of the Tenant under the Lease in accordance with the terms of the Lease and the Landlord shall accept such performance on behalf of Tenant. Without limitation to the foregoing, the Lender and any designee or assignee thereof shall have the right, but not the obligation, to pay all sums due under the Lease and to perform any other act, duty or obligation required of the Tenant thereunder at any time. Nothing herein shall require the Lender or such designee or assignee to cure any default of the Tenant under the Lease or to perform any act, duty or obligation of the Tenant under the Lease, but shall only give them the option to do so.

b. Landlord acknowledges that the Personal Property is owned by and shall remain the personal property of Tenant (and not fixtures) notwithstanding the manner or mode of attachment to the Leased Premises, and Landlord consents and agrees to Lender's (or its assignee's, nominee's or designee's) removal of any Personal Property from the Leased Premises.

c. Landlord will deliver to Lender, simultaneously with delivery thereof to Tenant, any notice of default by Tenant. Lender will have a period equal to the later of (i) thirty (30) days from such notice, or (ii) the period provided for cure of such default in the Lease, to cure or cause to be cured such default on behalf of Tenant. Landlord will not terminate the Lease by reason of any Tenant default during the period provided for Lender to cure such default. With respect to any event of default that cannot be cured without possession by Lender of the Leased Premises, if Lender has initiated and is diligently prosecuting foreclosure proceedings in order to acquire Tenant's interest in the Leased Premises and the Project, and has cured all other Tenant defaults capable of cure, Landlord will not terminate the Lease during the pendency of such foreclosure proceedings provided Lender continues to diligently pursue such proceedings, and further provided that the period for completion of such foreclosure proceedings will not exceed six (6) months from notice to Lender of such Tenant default.

d. Landlord acknowledges that any amendment or modification to the Lease by Tenant after the date hereof requires the consent of Lender, and will not make or accept any such amendment or modification from Tenant without the consent of Lender.

e. A foreclosure or other exercise of remedies under the Security Documents or any sale thereunder by the Lender or its assignee or designee, whether by judicial proceedings or under any power of sale contained therein, or any conveyance from the Tenant to the Lender or such assignee or designee, in lieu thereof, shall not require the consent of the Landlord or constitute a default under the Lease.

f. In the event that the Lender or its designee or assignee succeeds to the Tenant's interest in the Lease, whether by foreclosure or otherwise, the Lender or its designee or assignee shall be entitled to exercise all rights of the Tenant in the Lease, and shall assume liability for all of the Tenant's obligations under the Lease; provided however, that such liability shall not include any liability for claims of the Landlord against the Tenant arising from the Tenant's failure to perform during that period prior to the Lender's or such designee's or assignee's succession to the Tenant's interest in and under the Lease, or to the date on which Lender received notice of default in accordance with subparagraph (c) above, whichever is earlier, so long as all monetary defaults are cured (regardless of whether such monetary defaults occurred

prior to or after the assumption of Tenant's Lease obligations by Lender). Except as otherwise set forth in the immediately preceding sentence, neither the Lender nor any designee or assignee of the Lender shall be liable for the performance or observance of any of the obligations or duties of the Tenant in the Lease and the assignment of the Lease by the Tenant to the Lender pursuant to the Security Documents shall not give rise to any duties or obligations whatsoever on the part of Lender or any designee or assignee of Lender owing to the Landlord.

g. Upon the exercise by the Lender of any of the remedies set forth in the Security Documents, the Lender may assign its rights and interests and the rights and interests of the Tenant under the Lease to any purchaser or transferee of the Project, if such purchaser or transferee shall assume all of the obligations of the Tenant under the Lease. Upon such assignment and assumption, the Lender shall be relieved of all obligations under the Lease arising after such assignment and assumption.

h. In the event that (i) the Lease is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding involving the Tenant or (ii) the Lease is terminated as a result of any bankruptcy or insolvency proceeding involving the Tenant, and if within thirty (30) days after such rejection or termination, the Lender or its designee or assignee shall so request and shall certify in writing to the Landlord that it intends to perform the obligations of the Tenant as and to the extent required under the Lease, the Landlord will execute and deliver to the Lender or such designee or assignee a new lease, pursuant to which the Landlord shall agree to perform the obligations contemplated to be performed by the Landlord under the original Lease and which shall be for the balance of the remaining term under the original Lease before giving effect to such rejection or termination and shall contain the same conditions, terms, provisions and limitations as the original Lease (except for any requirements which have been fulfilled by the Tenant prior to such rejection or termination). References in this Consent and Agreement to "Lease" shall be deemed also to refer to such new lease.

i. The Landlord shall deliver to the Lender at the address set forth on the signature pages hereof, or at such other address as the Lender may designate in writing from time to time to the Landlord, concurrently with the delivery thereof to the Tenant, a copy of each material notice, request or demand given by the Landlord pursuant to the Lease.

4. Miscellaneous.

a. This Consent and Agreement shall be binding upon the successors and assigns of the Landlord, Lender and the Tenant and shall inure, together with the rights and remedies of the Lender, Landlord and the Tenant hereunder, to the benefit of the Landlord, the Tenant, the Lenders and their respective permitted successors, transferees and assigns.

b. No amendment or waiver of any provisions of this Consent and Agreement or consent to any departure by the Landlord, Lender or the Tenant from any provisions of this Consent and Agreement shall in any event be effective unless the same shall be in writing and signed by the Lender and Landlord and, in the case of an amendment, waiver or consent sought prior to the occurrence of an event of default, the Tenant (provided that such right of the Tenant to consent to an amendment, waiver or consent shall be solely with respect to amendments, waivers or consents which could have a material adverse affect on the Tenant's rights under the Lease), and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

c. THIS CONSENT AND AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF MARYLAND. THE LANDLORD, THE LENDER AND THE TENANT HEREBY SUBMIT TO THE NONEXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF

BALTIMORE COUNTY AND OF ANY MARYLAND STATE COURT FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS CONSENT AND AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH OF THE LANDLORD, THE LENDER AND THE TENANT IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

d. EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS CONSENT AND AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONSENT AND AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS CONSENT AND AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS CONSENT AND AGREEMENT.

e. This Consent and Agreement may be executed in one or more counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

f. No failure on the part of the Landlord or Lender to exercise, and no delay in exercising, any right under this Consent and Agreement shall operate as a waiver of such right nor shall any single or partial exercise of any right under this Consent and Agreement, preclude any further exercise of such right or the exercise of any other right. The rights, remedies, powers and privileges provided in this Consent and Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

g. All notices to be given under this Consent and Agreement shall be in writing and shall be delivered personally, sent by certified or registered first-class mail, postage prepaid, or dispatched by tested telex or telefacsimile, or courier to the intended recipient at its address as set forth on the signature pages below, and all payments to be made under this Consent and Agreement shall be made by wire transfer of immediately available funds or check representing immediately collectible funds to the account or address of the intended recipient as set forth on the signature pages hereto, unless the recipient has given notice of another address or account for receipt of notices or payments.

h. This Consent and Agreement will terminate on the Termination Date, without the need of any further documentation. The Lender shall provide the Landlord notice promptly upon occurrence of the Termination.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned by its officer duly authorized has caused this Consent and Agreement to be duly executed and delivered as of the first date written above.

EXHIBIT D

INSURANCE REQUIREMENTS

- 1) Commercial General Liability Policy with a limit of \$1,000,000 each occurrence and \$2,000,000 aggregate.
- 2) Automobile liability insurance, including coverage for owned, non-owned and hired automobiles for both bodily injury and property damage in accordance with statutory legal requirements, with combined single limits of no less than \$1,000,000 per accident.
- 3) Umbrella liability coverage, written on an occurrence basis, with a combined single limit of not less than \$5,000,000.
- 4) Workmen's compensation insurance in amounts required by applicable law or statute covering all persons employed in connection with any work done on or about the Leased Premises.
- 5) Commercial property insurance on a replacement cost basis for Tenant's fixtures, equipment and personal property on the Leased Premises.

EXHIBIT E
PERMITTED EXCEPTIONS

Ordinance Introduced by Councilor _____
on _____, 2021

Ordinance No. 03, 2021 Series
City of Caribou
County of Aroostook
State of Maine

AN ORDINANCE ADOPTING POLICIES PERTAINING TO MANAGEMENT OF TAX ACQUIRED PROPERTIES

Short Title: Tax Acquired Properties Ordinance

WHEREAS, the City of Caribou is a Local Unit of Government under the State of Maine and is granted home rule authority under Maine Revised Statutes, Title 30-A, §3001; and

WHEREAS, Maine Revised Statutes, Title 36 further gives the City power to tax and lien properties to secure the payment of all taxes legally assessed; and

WHEREAS, the City previously adopted a policy regarding the management and disposal of properties acquired by tax lien; and

WHEREAS, the City now desires to codify its tax acquired property policy in order to be more transparent about the processes of acquisition and disposal of such properties as well as to formalize those processes in ordinance form.

NOW THEREFORE, the City Council of the City of Caribou, County of Aroostook, State of Maine, pursuant to the requirements of the City of Caribou Charter, Section 2.11, does ordain the following:

Section I. Official Policy for Tax Acquired Property

The City hereby creates Chapter 19 of the Caribou Code, which shall read as shown in the attached Exhibit A, and which by this reference is made part of this ordinance.

Section II. Severability

If any part of this ordinance or the application thereof to any person or circumstances shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance or the application thereof to other persons and circumstances, but shall be confined to its operation to the section, subdivision, sentence or part of the section and the persons and circumstances directly involved in the controversy in which such judgment shall have been rendered. It is hereby declared to be the intent of the City Council that this section would have been adopted if such invalid section, provisions, subdivision, sentence or part of a section or application had not been included.

Section III. Posting and Effective Date

This ordinance, being introduced on April 5, 2021 and a public hearing being held on April 20, 2021 was duly passed by the City Council of the City of Caribou, Maine, this ____ day of _____ 2021. This ordinance shall become effective 14 days after adoption by the Council.

Jody Smith, Mayor

Thomas Ayer, Deputy Mayor

Courtney Boma, Councilor

R. Mark Goughan, Councilor

Doug Morrell, Councilor

Joan Theriault, Councilor

Louella Willey, Councilor

Attest:

Danielle Brissette, City Clerk

Chapter 19: POLICY FOR TAX ACQUIRED PROPERTY

Section 1.0 General Purpose Statement

The purpose of this policy is to establish procedures and guidelines for the management and disposition of real property acquired for non-payment of taxes, service charges or fees as provided for in State law under MRSA Title 36 as amended from time to time. However, nothing in these guidelines shall limit or restrict the authority of the City Council to manage or dispose of tax acquired property, as granted under City Charter and State law, within the best interest of the City of Caribou.

All Properties as may be subject to Tax Lien from time to time shall be treated as in MRSA Title 36 of State Law and as further outlined in this Chapter. Special considerations of all Properties may be granted under Sections 1.0 - 4.0, as amended. All other Properties as NOT acted upon under Sections 1.0-4.0 of this Policy shall be subject to and acted upon by the tax laws of the State of Maine and this Chapter.

Section 2.0 Pre-Foreclosure Review and Evaluation of Liened Property

2.1 At the same time that Notice of Foreclosures are sent, pursuant to MRSA Title 36 §943, the Tax Collector shall make available for review the list of pending properties. Said properties shall be reviewed by City Administration to include, but not limited to, the Tax Collector, City Manager, Code Enforcement Officer, Assessor and Fire Chief for the purposes of conducting the Review of Property under Section 2.2.

2.2 Review of the Property as defined under Section 2.1 shall be initially conducted by City Administration. City Administration shall examine such Properties for such factors as situations involving known deposits or exposures of hazardous waste, conditions of Properties that might be considered a public safety or health hazard, terms and or conditions that might preclude or prevent reasonable foreclosure by tax lien, landlord related claims, market value at time of foreclosure and any other factors deemed within the best interest of the City. The Review of Property shall be conducted as an assessment to the City's ability to perfect such liens and reasonable collection, as a minimum, the net sum of all back taxes owed at time of foreclosure.

2.3 If necessary, after completion of the Review of Property by City Administration, a list of Properties shall be compiled with description of said property, location by Map and Lot and a recommendation as to why the Property should not be subject to automatic tax lien foreclosure pursuant to MRSA Title 36.

2.4 City Administration shall complete a checklist documenting the steps of the process described in this policy for each tax acquired property.

Section 3.0 Consideration of Lien Waivers

City Administration shall present the list derived under 2.3 to the City Council for final approval. Review and approval by the City Council shall determine a final list of Properties that will not expire under automatic tax lien foreclosure processes, pursuant to MRSA Title 36. Properties identified under Section 2.3 that are acted upon by the Council and or Designee shall be subject to a Waiver of Foreclosure Action under section 4.0.

Section 4.0 Waiver of Foreclosure

Any Properties as identified and acted upon under Section 3.0 shall be subject to a Waiver of Foreclosure, pursuant to MRSA Title 36 §944. The Tax Collector shall prepare, prior to redemption of tax lien, the Waiver of Foreclosure form and shall submit the same to the appropriate Registry of Deeds for

Exhibit A

recording. The City shall retain all rights as granted under MRSA Title 36 for continued actions of equitable relief as amended from time to time.

Section 5.0 Tax Acquired Properties Management

5.1 The City reserves all rights provided under MRSA Title 14 regarding protection of claims.

5.2 Following the foreclosure of tax lien Property, the Tax Collector shall

- (a) within 15 days after foreclosure, notify the owner of record at the last known address by certified mail, return-receipt that his/her right to redeem said Property has expired, pursuant to MRSA Title 36. Such notification shall advise the owner of record that the Property may be reclaimed at the sole discretion of the City Council and in accordance with this chapter. Notice will also indicate the prior owner's potential rights to have the property sold in accordance with 36 M.R.S. §943-C.

5.3 In the event that a tax-acquired property remains or becomes vacant for 60 consecutive days following the date of foreclosure of the tax liens under which the City becomes the owner of a property,

- (a) City Administration shall obtain liability coverage for the property.
- (b) For those acquired properties which are abandoned and contain structures,
 - (1) City Administration shall cause the property to be posted with no trespassing signs and secure the structures from entry.
 - (2) City Administration shall send notice to the prior owner of record notifying them of the city's securing actions and the means by which the owner can access the property to retrieve personal property. This notice shall also indicate that personal property unclaimed within 30 days shall be considered abandoned and may be disposed of at the discretion of the City in accordance with M.R.S.A Title 30-A, Section 3106 Disposition of abandoned property.
- (c) For properties acquired and which may be occupied, the city affirms its rights of protection from any obligations or responsibility under verbal or written contracts made prior to foreclosure. It is the city's intent that no situation nor obligation occur in which the city will act in a landlord role.
 - (1) The city shall expeditiously dispose of any properties under this part by public bid or conveyance under Section 6.1
 - (2) If the city intends to dispose of the property but will continue to own and control it beyond 60 days after foreclosure, the city shall send notice to the property tenants and inform them of the city's ownership in the property and advise the tenant to seek legal counsel with regard to any matters between them and the prior owner or future owner.
 - (3) If the city intends to retain the property under 6.1(c), the city shall, within 5 days of Council decision to retain the properties, notify the prior land owner and any tenants of the property that the city has ownership and that the tenants will have 60 days from Council decision or until April 30, whichever is later, to vacate the premises.

5.4 The Tax Collector shall, not more than 60 days after expiration of a tax lien, prepare a listing of all tax acquired Properties and submit the same to the City Council for determination of preferred disposal method as allowed under Section. 6.0.

Section 6.0 Disposal of Tax Acquired Properties

6.1 The Council may exercise the following four options for disposal of tax acquired property:

- (a) permit the prior owner to reclaim their property as provided under Section 7.0,

Exhibit A

(b) Place acquired properties for public bid or sale as outlined under Section 8.0,

(c) Retain acquired properties for public purpose. Considerations for such determinations shall include, but not be limited to, property that may have recreational or open space values, economic importance, potential for necessary present or future public easements, location or additions for public facilities or other criteria as determined by the Council, or

(d) After abating past due taxes, convey the property to a local non-profit organization approved by the Council as a landbank entity for the city and in order to have the property restored or redeveloped. Public Bid procedures are not necessary for properties to be conveyed under this part so long as contractual agreements are made which provide, as a minimum, for the city to be fully compensated for taxes abated within one year from conveyance, and the city will receive payments in lieu of taxes if the property remains in non-profit status longer than one year from conveyance.

6.2 Properties not reclaimed by the prior owner, conveyed to a non-profit or directed for retention under 6.1 (c) or (d) shall be placed for sale by Public Bid, pursuant to Section 8.0.

6.3 After Council determination of the preferred disposal method under Section 6.0, they may, by majority action, alter the preferred method for any or all properties up until the properties are disposed.

Section 7.0 Reclaiming Property After Foreclosure

At the discretion of the City Council, the prior owner of a tax acquired property may reclaim their property if, by January 31 of the year after foreclosure, all past due taxes, fees and costs related to the acquired property have been paid. Furthermore, if blight conditions are evident, as determined by the City Council, a consent agreement may be required that stipulates timeframes and requirements for cleanup and restoration of the property in accordance with city building and property maintenance codes.

Section 8.0 Public Bid Process for Tax Acquired Properties

8.1 Upon the positive vote of the City Council under Section 5.4, properties shall be placed for competitive Public Bid under this section, except that the special sale process required by 36 MRSA 943-C for qualifying homestead property shall be used if the property is to be sold to anyone other than the former owner(s).

8.2 The City Administration shall provide a minimum 10-day notice of properties available for public bid. Such notice shall be advertised at least once in the local paper and on the city's website.

- (a) Advertisement of a property or properties shall contain a notification to potential Bidders that it shall be the responsibility of any successful Bidder to establish any tenant owner relationships or to evict any current occupants.
- (b) All advertisements shall list the property by Map and Lot and 911 address, shall give a minimal description, contain any minimum bid information, a statement advising bidders and additional information request contacts. Such advertisements shall substantially contain at least the following context:

FOR SALE BY BID

City of Caribou

The **City of Caribou** is soliciting competitive sealed bids for the sale of Tax Acquired Property.

Exhibit A

Property #1: Tax Map ___ Lot ___ – (Description example *a 1972 Westbrook 12 x 60 mobile home unit, no land, located in the Caribou Trailer Park, N. Main Street. Unit must be removed from the Park within 30 days of acquisition.*) Minimum Bid - _____

Interested parties must submit their bids in writing in a sealed envelope with the words “Property Bid # 1 Map ___ Lot___ addressed and delivered to Caribou City Office, 25 High Street, Caribou, Maine 04736, no later than 2:00PM on [Day of Week, Month, Date, Year] and will be publicly opened by City Administration in the Council Chambers at that time. All bids must include a 10% deposit of bid amount in the form of a certified check or money order, return address and phone contact information to be considered. Any bids not containing proper deposit will be rejected. Deposits will be return to unsuccessful bidders. Bids will be acted upon by the City Council at 7:00PM on [Date] during the [Regular or Special] Council meeting. The City Council reserves the right to accept or reject any or all bids deemed to be within the best interest of the City of Caribou. Purchasers of City-owned property will be issued Quitclaim deeds for the City’s interest under Maine law and should verify any or all encumbrances against the property outside those held by municipal tax lien or deed. No warranties or guaranties can be granted by the municipality to the successful bidder. Property is currently occupied and it shall be the sole responsibility of the Buyer to establish any tenant-occupant contract or to effect legal eviction actions and the Buyer shall bear all expenses in effecting such actions, pursuant to Maine law. Bids not paid within 30 days shall be deemed void and deposit will be forfeited to the municipality as damages.

8.3 The City Manager, with approval of the Council, shall set minimum bids for all properties. Considerations for the minimum Bid shall include at least the amount of outstanding taxes in total, any liens for water or sewer held by the Caribou Utilities District, fees for legal work or advertising or any other associated costs.

8.4 All bids shall be submitted with an Administration provided Notice and Acknowledgement form, on which the bidder/buyers acknowledge inherent risks associated with the purchase/acquisition of property by municipal quitclaim deed per an expired tax lien.

8.4 The City Administration shall provide a summary of all submitted bids for Council consideration. Upon review of the submitted bids, the Council may accept, not accept, or reject any or all bids for the properties advertised. The Council shall provide within their bid approving motion any pre-authorization to administration for actions subsequent to a void of an accepted Bid, namely should an accepted bid be deemed void pursuant to non-payment within 30 days of bid acceptance, administration shall move to the next highest bid deemed by the City Manager to be within the City’s best interest.

8.5 Should the City Council reject or choose not to accept any Bids, or an accepted Bid becomes void or no bids were received, the City Manager may take any of the following actions:

- a) Provided the selling price is not lower than the advertised minimum bid, offer by negotiated sale by Quitclaim deed the property to last owner of record, any abutting landowner, other bidders on the property, or other interested Parties,
- b) Re-Advertise the property for competitive Bid
- c) Retain the Property subject to Section 5.0, or
- d) other actions as deemed by the City Manager to be within the best interest of the City.

8.6 Unless waived or amended by the City Council, a portion of net receipts from the sale of properties shall be deposited into G-1-490-00 Tax Acquired Property Remediation Reserve to be used to secure, plan, remediate, and re-employee tax acquired properties for future sale to private ownership and to return said properties to the taxable base. A portion of not less than 20% of the net receipts from the sale of the property, after satisfying the past due taxes, lien costs, and interest shall be deposited to the Reserve. The remaining balance of sale receipts shall be credited to the non-property tax revenue

Exhibit A

account of R-10-01-05 City Owned Property. The Council may waive or amend the amount of the deposit to Reserve at anytime dependent upon the Reserve balance versus the need as determined within the best interest of the City at such time.

Section 9.0 Savings Clause

In the event that this Policy or any part of it shall at any time be held to be contrary to law, void, or invalid by any court of competent and final jurisdiction or any administrative agency having final jurisdiction, or the City Council, such determination shall not prevent the appropriate collection of real property taxes as set forth under MRSA Title 36 as amended from time to time.

Ordinance Introduced by Councilor _____
on _____, 2021

Ordinance No. 05, 2021 Series
City of Caribou
County of Aroostook
State of Maine

AN ORDINANCE TO AMEND THE CITY CHARTER BY CLARIFYING CITY COUNCILOR ELIGIBILITY REQUIREMENTS

Short Title: Councilor Eligibility Amendments

WHEREAS, the City of Caribou is a Local Unit of Government under the State of Maine and is granted home rule authority under Maine Revised Statutes, Title 30-A, §3001; and

WHEREAS, the City's Charter outlines the city's form of government and means by which a City Councilor is eligible to hold, retain or forfeit their elected position; and

WHEREAS, owing to disputes about interpretation of the Councilor eligibility standards, the City Council believes it is prudent to clarify the Councilor eligibility standards; and

WHEREAS, any ordinance seeking to amend the charter must be approved by a vote of the citizens at the next general election.

NOW THEREFORE, the City Council of the City of Caribou, County of Aroostook, State of Maine, pursuant to the requirements of the City of Caribou Charter, Section 2.11, and Maine Revised Statutes, Title 30-A, §2104, presents for consideration of the voters, the following changes to the Charter.

Section I. Councilor Eligibility Requirements Amendments

A. Caribou City Charter Section 2.01 Composition, Eligibility, Election and Terms paragraph b is amended as follows: (underlined text is added, stricken text is deleted)

(b) Councilor Eligibility. Each sitting City Councilor must:

(1) Only Be qualified voters of the City,

(2) Not hold any other City Office or hold a position that has its wages based upon the City Council approved annual expense budget, and

(3) , who are current for On or before December 31st of each year, have all annual personal and real property taxes due to the city paid in full on or before December 31st of the previous year, shall be eligible to hold the office of Councilor. None of the above eligibility requirements shall be interpreted to preclude someone from running for public office.

B. Caribou City Charter Section 2.05 Prohibitions is amended as follows: (underlined text is added, stricken text is deleted)

(a) ~~Holding other office. Except where authorized by law, no Councilor shall hold any other City Office or hold a position that has its salary determined by the City Council or its designee(s).~~

(b) a Appointments and removals. Neither the Council nor any of its members shall in any manner dictate the appointment or removal of any city administrative officers or

employees whom the Manager or any of his/her subordinates are empowered to appoint, but the Council may express its views and fully and freely discuss, with the Manager, anything pertaining to appointment and removal of such officers and employees.

(e**b**) Interference with administration. Except for the purpose of inquiries and investigation under Section 2.08, the Council or its members shall deal with City officers and employees who are subject to the direction and supervision of the Manager, solely through the Manager, and neither the Council nor its members shall give orders to any such officer or employee, either publicly or privately.

Section II. Severability

If any part of this ordinance or the application thereof to any person or circumstances shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance or the application thereof to other persons and circumstances, but shall be confined to its operation to the section, subdivision, sentence or part of the section and the persons and circumstances directly involved in the controversy in which such judgment shall have been rendered. It is hereby declared to be the intent of the City Council that this section would have been adopted if such invalid section, provisions, subdivision, sentence or part of a section or application had not been included.

Section III. Posting and Effective Date

This ordinance, being introduced on _____, 2021 and a public hearing being held on _____, 2021 was duly passed by the City Council of the City of Caribou, Maine, this ____ day of _____ 2021. This ordinance shall become effective 24 hours after affirming vote of the citizens during the November 2021 election.

Jody Smith, Mayor

Thomas Ayer, Deputy Mayor

Courtney Boma, Councilor

R. Mark Goughan, Councilor

Doug Morrell, Councilor

Joan Theriault, Councilor

Louella Willey, Councilor

Attest:

Danielle Brissette, City Clerk

Ordinance Introduced by Councilor _____
on _____, 2021

Ordinance No. 06, 2021 Series
City of Caribou
County of Aroostook
State of Maine

AN ORDINANCE TO AMEND THE CITY CHARTER BY CLARIFYING CITY COUNCILOR MEETING ATTENDANCE REQUIREMENTS

Short Title: Councilor Attendance Requirements

WHEREAS, the City of Caribou is a Local Unit of Government under the State of Maine and is granted home rule authority under Maine Revised Statutes, Title 30-A, §3001; and

WHEREAS, the City's Charter outlines the city's form of government and means by which a City Councilor is eligible to hold, retain or forfeit their elected position; and

WHEREAS, owing to disputes about interpretation of the subject standards, the City Council believes it is prudent to clarify the Councilor meeting attendance standards; and

WHEREAS, any ordinance seeking to amend the charter must be approved by a vote of the citizens at the next general election.

NOW THEREFORE, the City Council of the City of Caribou, County of Aroostook, State of Maine, pursuant to the requirements of the City of Caribou Charter, Section 2.11, and Maine Revised Statutes, Title 30-A, §2104, presents for consideration of the voters, the following changes to the Charter.

Section I. Councilor Eligibility Requirements Amendments

- A. Caribou City Charter Section 2.04 General Powers and Duties** is amended as follows: (underlined text is added, stricken text is deleted)

All powers of the City shall be vested in the Council except as otherwise provided by law or this Charter and the Council shall provide for the exercise thereof and for the performance of all duties and obligations imposed on the City by law.

Councilors are expected to attend all regular council meetings, city budget workshop meetings, and meetings of councilor committees to which they have been assigned, unless excused by the council.

- B. Caribou City Charter Section 2.06 Vacancies; Forfeiture of Office; filling of Vacancies** paragraph (b)(4) is amended as follows: (underlined text is added, stricken text is deleted)

(4) fails to attend ~~three consecutive~~ 80% of regular meetings of the Council without being excused by the Council,

- C. Caribou City Charter Section 2.06 Vacancies; Forfeiture of Office; filling of Vacancies** paragraph (b)(7) is amended as follows: (underlined text is added, stricken text is deleted)

(7) fails to attend, in a calendar year, at least 80% of all budget workshop meetings and meetings of councilor committees to which they have been assigned, unless excused by the council. Community boards or meetings where a Councilor acts in a liaison role are excluded from this requirement.

Section II. Severability

If any part of this ordinance or the application thereof to any person or circumstances shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance or the application thereof to other persons and circumstances, but shall be confined to its operation to the section, subdivision, sentence or part of the section and the persons and circumstances directly involved in the controversy in which such judgment shall have been rendered. It is hereby declared to be the intent of the City Council that this section would have been adopted if such invalid section, provisions, subdivision, sentence or part of a section or application had not been included.

Section III. Posting and Effective Date

This ordinance, being introduced on _____, 2021 and a public hearing being held on _____, 2021 was duly passed by the City Council of the City of Caribou, Maine, this ____ day of _____ 2021. This ordinance shall become effective 24 hours after affirming vote of the citizens during the November 2021 election.

Jody Smith, Mayor

Thomas Ayer, Deputy Mayor

Courtney Boma, Councilor

R. Mark Goughan, Councilor

Doug Morrell, Councilor

Joan Theriault, Councilor

Louella Willey, Councilor

Attest:

Danielle Brissette, City Clerk

Ordinance Introduced by Councilor _____
on _____, 2021

Ordinance No. 7, 2021 Series
City of Caribou
County of Aroostook
State of Maine

AN ORDINANCE TO AMEND THE CITY CHARTER BY CLARIFYING PUBLIC NOTICE REQUIREMENTS

Short Title: Publication Requirements

WHEREAS, the City of Caribou is a Local Unit of Government under the State of Maine, recognized as a body corporate and granted home rule authority under Maine Revised Statutes (M.R.S.), Title 30-A, §3001; and

WHEREAS, the City Charter mandates the posting of public notices for meetings and ordinances to be considered by the City Council; and

WHEREAS, The Council desires to alter the public notice requirements in order to reach a broader audience, utilize modern technology and methods of community outreach, and reduce city expenses.

NOW THEREFORE, the City Council of the City of Caribou, County of Aroostook, State of Maine, pursuant to the requirements of the City of Caribou Charter, Section 2.11, and Maine Revised Statutes, Title 30-A, §2104, presents for consideration of the voters, the following changes to the Charter.

Section I. Amendments to Actions Requiring an Ordinance

Caribou City Charter Section 2.12 Ordinances in General paragraph (e) is amended as follows: (underlined text is added, stricken text is deleted)

(e) "Publish" defined. As used in this section, the term "publish" means to provide notice of the ordinance to ~~print in~~ one or more newspapers of general circulation in the City, ~~in addition to~~ be ~~public notice is~~ posted to the City's website, social media sources and public access station, and notice is posted in three public locations along with ~~when available: (1) the ordinance or a brief summary thereof of the ordinance,~~ and (2) the places where copies have been filed and the times when they are available for public inspection.

Section II. Severability

If any part of this ordinance or the application thereof to any person or circumstances shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance or the application thereof to other persons and circumstances, but shall be confined to its operation to the section, subdivision, sentence or part of the section and the persons and circumstances directly involved in the controversy in which such judgment shall have been rendered. It is hereby declared to be the intent of the City Council that this section would have been adopted if such invalid section, provisions, subdivision, sentence or part of a section or application had not been included.

Section III. Posting and Effective Date

This ordinance, being introduced on _____, 2021 and a public hearing being held on _____, 2021 was duly passed by the City Council of the City of Caribou, Maine, this ____ day of _____ 2021. This ordinance shall become effective 24 hours after affirming vote of the citizens during the November 2021 election.

Jody Smith, Mayor

Thomas Ayer, Deputy Mayor

Courtney Boma, Councilor

R. Mark Goughan, Councilor

Doug Morrell, Councilor

Joan Theriault, Councilor

Louella Willey, Councilor

Attest:

Danielle Brissette, City Clerk

CITY CLERK'S OFFICE REPORT	January		February		March		April		YTD	
	# of transactions	amount collected	# of transactions	amount collected	# of transactions	amount collected	# of transactions	amount collected	Total # of Transactions	Total Amount Collected
ATV REGISTRATION	0	\$ -	0	\$ -	1	\$ 47.00			1	\$ 47.00
BIRTH RECORDS	37	\$ 615.00	27	\$ 456.00	54	\$ 866.00			118	\$ 1,937.00
BOAT REG	3	\$ 163.50	1	\$ 56.00	10	\$ 1,049.00			14	\$ 1,268.50
BUILDING PERMITS	4	\$ 300.00	4	\$ 200.00	0	\$ -			8	\$ 500.00
CITY OWN PROPERTY	0	\$ -	0	\$ -	0	\$ -			0	\$ -
CONNOR BOAT	1	\$ 49.00	0	\$ -	0	\$ -			1	\$ 49.00
DEATH RECORDS	33	\$ 984.00	19	\$ 616.00	30	\$ 780.00			82	\$ 2,380.00
DOG LICENSES	225	\$ 2,009.00	48	\$ 369.00	35	\$ 262.00			308	\$ 2,640.00
FAX FEE & PHOTO COPY	5	\$ 20.25	4	\$ 7.75	4	\$ 31.25			13	\$ 59.25
FISHING LICENSE	23	\$ 621.00	6	\$ 137.00	2	\$ 54.00			31	\$ 812.00
HUNTING LICENSE	31	\$ 1,053.00	14	\$ 591.00	7	\$ 315.00			52	\$ 1,959.00
IN TOWN REG	0	\$ -	2	\$ 347.26	0	\$ -			2	\$ 347.26
MARRIAGE RECORDS	13	\$ 215.00	17	\$ 390.00	18	\$ 345.00			48	\$ 950.00
MISC. INCOME	0	\$ -	0	\$ -	0	\$ -			0	\$ -
MISC. LICENSES	3	\$ 30.00	4	\$ 80.00	3	\$ 50.00			10	\$ 160.00
MISC. RECEIPTS	1	\$ 350.00	0	\$ -	2	\$ 860.00			3	\$ 1,210.00
MOTOR VEHICLE	444	\$ 82,889.08	350	\$ 85,286.38	681	\$ 150,913.11			1475	\$ 319,088.57
NOTARY FEES	9	\$ 150.00	11	\$ 225.00	9	\$ 200.00			29	\$ 575.00
PERSONAL PROPERTY PMNT	14	\$ 13,101.72	7	\$ 646.00	11	\$ 7,868.08			32	\$ 21,615.80
PLUMBING PERMITS	3	\$ 280.00	2	\$ 90.00	0	\$ -			5	\$ 370.00
PYMTS. IN LIEU OF TAX	0	\$ -	0	\$ -	0	\$ -			0	\$ -
REAL ESTATE PAYMENT	277	\$ 124,945.15	261	\$ 96,292.89	375	\$ 188,006.11			913	\$ 409,244.15
REZONING REQUEST			1	\$ 100.00	0	\$ -			1	\$ 100.00
SIGN PERMITS	1	\$ 50.00	0	\$ -	1	\$ 50.00			2	\$ 100.00
SITE DESIGN REVIEW	1	\$ 90.00	0	\$ -	0	\$ -			1	\$ 90.00
SNOWMOBILE REGISTRATION	121	\$ 8,071.88	100	\$ 7,029.00	40	\$ 2,755.75			261	\$ 17,856.63
TAX ACQUIRED REAL ESTATE	5	\$ 4,661.54	1	\$ 1,008.45	0	\$ -			6	\$ 5,669.99
TAX ACQUIRED LIEN PAYMENT	13	\$ 9,599.59	2	\$ 2,446.41	0	\$ -			15	\$ 12,046.00
TAX LIEN PAYMENT	28	\$ 14,631.12	21	\$ 15,704.24	17	\$ 4,444.62			66	\$ 34,779.98
TRAILER PARK LOT RENT	10	\$ 1,230.00	9	\$ 1,200.00	9	\$ 1,120.00			28	\$ 3,550.00
TOTAL:	1305	\$ 266,109.83	911	\$ 213,278.38	1309	\$ 360,016.92	0	\$ -	3525	\$ 839,405.13

Police Department Monthly Report

2020														% Change from Prev. Year
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total	
COMPLAINTS	2388			1258	1894	2055	1703	1800	2108	1727	1540		16,473	-29.3%
M/V ACCIDENTS	34			7	18	20	8	18	16	19	20		160	-30.4%
ESCORTS	4			0	2	3	2	5	3	2	2		23	-34.3%
THEFT COMPLAINTS	14			15	18	20	12	20	9	9	10		127	15.5%
ANIMAL COMPLAINTS	4			6	21	14	9	10	7	8	6		85	9.0%
DOMESTIC COMPLAINTS	10			11	11	8	11	13	0	10	8		82	13.9%
BURGLARY COMPLAINTS	6			4	2	6	0	5	1	4	2		30	-11.8%
O.U.I.	5			4	3	2	4	4	1	1	2		26	44.4%
M/V THEFTS	2			0	0	3	3	3	1	1	0		13	44.4%
MISSING PERSONS	1			2	1	2	0	2	2	1	3		14	-17.6%
JUVENILE COMPLAINTS	0			2	1	1	0	2	6	2	0		14	-33.3%
CIVIL COMPLAINTS	6			3	7	0	0	0	0	9	4		29	61.1%
PROWLER COMPLAINTS	0			0	0	0	0	0	0	0	0		-	#DIV/0!
ASSIST OTHER AGENCY	42			16	20	26	36	27	29	29	26		251	11.6%
ASSAULT ARREST	3			1	0	6	2	1	1	4	3		21	90.9%
THEFT ARRESTS	7			6	7	9	3	15	4	1	8		60	93.5%
SPEEDING	21			0	6	16	11	8	12	8	5		87	-65.9%
STOPS/CHECKS M/V	1867			935	1481	1548	1157	1254	1673	1306	1160		12,381	-35.0%
PARKING TICKETS	0			0	0	0	0	0	0	0	0		-	#DIV/0!
HANDLING PRISONERS	59			13	13	19	14	25	26	25	21		215	-39.4%
WARRANT ARRESTS	33			0	10	4	5	8	15	15	5		95	-25.8%
UNLAWFUL SEX. CONTACT	2			0	0	1	1	0	1	0	0		5	-50.0%
GROSS SEX. ASSAULT	0			0	0	2	0	1	0	1	0		4	33.3%
BUSINESS ALARMS	9			9	8	8	12	16	9	14	14		99	-9.2%
BURGLARY ARRESTS	1			3	0	3	0	8	0	0	3		18	80.0%

2021														% of Previous Year (25% thru)
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total	
COMPLAINTS		1571	1910										3,481	21.1%
M/V ACCIDENTS		9	28										37	23.1%
ESCORTS		1	1										2	8.7%
THEFT COMPLAINTS		3	7										10	7.9%
ANIMAL COMPLAINTS		5	1										6	7.1%
DOMESTIC COMPLAINTS		6	6										12	14.6%
BURGLARY COMPLAINTS		1	1										2	6.7%
O.U.I.		1	2										3	11.5%
M/V THEFTS		1	2										3	23.1%
MISSING PERSONS		0	1										1	7.1%
JUVENILE COMPLAINTS		9	3										12	85.7%
CIVIL COMPLAINTS		7	7										14	48.3%
PROWLER COMPLAINTS		0	0										-	#DIV/0!
ASSIST OTHER AGENCY		19	21										40	15.9%
ASSAULT ARREST		1	0										1	4.8%
THEFT ARRESTS		5	0										5	8.3%
SPEEDING		3	6										9	10.3%
STOPS/CHECKS M/V		1298	1568										2,866	23.1%
PARKING TICKETS		0	4										4	#DIV/0!
HANDLING PRISONERS		13	21										34	15.8%
WARRANT ARRESTS		9	4										13	13.7%
UNLAWFUL SEX. CONTACT		0	0										-	0.0%
GROSS SEX. ASSAULT		1	0										1	25.0%
BUSINESS ALARMS		11	10										21	21.2%
BURGLARY ARRESTS		0	0										-	0.0%

Monthly Permit Report

March 2021

	CURRENT MONTH	YEAR TO DATE	PRIOR YEAR MONTH	PRIOR YEAR TO DATE
BUILDING PERMITS	0	8	2	5
HOMES	0	0	0	0
MOBILE HOMES	0	1	0	0
MULTI-FAMILY	0	0	0	0
COMMERCIAL	0	5	2	4
EXEMPT	0	1	0	0
PLUMBING PERMITS				
INTERNAL	0	5	1	2
EXTERNAL	0	0	0	0
DEMO PERMITS	2	2	0	0
SIGN PERMITS	1	2	0	1

Year-to-Date is January 2021 to March 2021



Board of Directors
March 1, 2021
5:30 p.m.

Present: Doug Plourde, Chairman, Carl Soderberg, Sue White, Chris Bell, Neal Griffeth, Kevin Barnes, Dennis Marker, Mike Gahagan, Dr. Shawn Laferriere, Dr. Irene Djuanda, Kris Doody, RN, CEO; Chelsea Desrosiers, CFO; Dr. Regen Gallagher, CMO, Dr. Carl Flynn, COS; Leslie Anderson, COO, Paula Parent, RN, HR; Penny Wickstrom, HR; Jen Plant, RN, CNO; Sam Brown, QHR and Peg McAfee

Welcome: Doug Plourde, Chairman, Board of Directors welcomed Sam Brown, QHR.

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 5:33 p.m.	Informational.	
2. Review and Approval of Minutes	Upon motion duly made and seconded, it was so VOTED to approve the February 8, 2021 meeting minutes as presented.	Informational.	
3. Report of Chief of Staff	<p>Dr. Flynn provided the following updates from the February 24th Medical Staff Executive Committee Meeting:</p> <ul style="list-style-type: none"> Inpatient Core Measure Sepsis was reviewed noting compliance declined to 67% in November from 100% in October. Sepsis continues to be a focus of the Medical Staff for 2021. Physician Capital Equipment Requests includes a new request by OB providers for an ultrasound machine. Information was presented at the MSEC meeting on two options: Sparq (\$46,000) and Lumify (\$13,000). Discussion ensued at the meeting. Both Dr. Laferriere and Dr. Collamore spoke highly about the Lumify option. It was recommended to have a product review/trials of both options for the OB providers. Peer Review has been reviewed by Dr. Gallagher and Dr. Flynn. Peer Review will be reinstituted with reminders sent to providers to complete all outstanding peer review. 2021 Proposed Physician Recruitment Plan was reviewed and approved noting it is a fluid document and is subject to change throughout the year. The plan will be brought to the Board of Directors in April. Cary Medical Center reported Monoclonal Antibody Treatment is now available through outpatient services. <p>COVID-19 Pandemic Disaster Privilege Request – Anne Naclerio, MD – Dr. Naclerio completed the request for the COVID-19 Pandemic Disaster Privileges. Upon motion duly made and seconded, it was so VOTED to recommend approving the COVID-19 Pandemic Disaster Privileges as requested for Anne Naclerio, M.D. This recommendation was forwarded to the Board of Directors for action.</p>	<p>Upon motion duly made and seconded, it was so VOTED to approve the Report of Chief of Staff as presented.</p> <p>Upon motion duly made and seconded, it was so VOTED to approve the COVID-19 Pandemic Disaster Privileges as</p>	



Board of Directors
March 1, 2021
5:30 p.m.

AGENDA TOPIC	ISSUE DISCUSSED & CONCLUSION	PLAN OF ACTION	PERSON RESPONSIBLE
		requested for Anne Naclerio, M.D.	
4. Quality Management Committee Patient Safety Committee Dashboard	<p>Dr. Regen Gallagher provided the following updates from the February 17th meeting:</p> <p>Utilization and Case Management – Delays in Stay have decreased as there has been a reduction in patients on letters of denial as nursing homes once again began accepting patients.</p> <p>Joint Commission Follow-up – The QHR Readiness survey was completed February 2nd – 5th. The survey results have been received. Recommendations have been made for some departments with Paula Parent overseeing the process the specific departments. A follow-up call with members of leadership at Cary is scheduled for March 15th with Rachel Witt, QHR.</p> <p>Quality Management Compliance Indicators – Indicators were reviewed from Radiology, Pharmacy, OR, Jefferson Cary Cancer Center and Rehab. Only reports not in compliance get reported at the monthly QM meetings.</p> <p>Quality Management Plans – The following plans were reviewed and approved by the QM Committee: L’Acadie, One Day Surgery and UR Plan.</p> <p>Hand Hygiene – A subgroup of the QM Committee was established to review product options to capture hand hygiene data and staff compliance.</p> <p>Patient Safety Committee – The minutes were included in the packet for information.</p> <p>Dashboard – Dr. Gallagher reported on the Sepsis Inpatient Core Measure, an overview of Medical Staff Quality Indicators and Departmental Quality Indicators.</p> <p>Customer Satisfaction Results – Leslie Anderson provided an overview of the customer satisfaction results, hospital compare overall rating noting there are not much changes. Discussion ensued regarding patients rating of the hospital and whether this was occurring nationwide. Ms. Anderson reported she has reviewed Press Ganey information and overall ratings have dipped throughout the nation during the pandemic.</p> <p>2021 Dashboard – The new 2021 Dashboard will be presented at the April Board of Directors Meeting.</p>	<p>Upon motion duly made and seconded, it was so VOTED to approve the Quality Management Committee report as presented.</p>	



Board of Directors
March 1, 2021
5:30 p.m.

AGENDA TOPIC	ISSUE DISCUSSED & CONCLUSION	PLAN OF ACTION	PERSON RESPONSIBLE
<p>5. Report of Chairman, Board of Directors – Doug Plourde – Chairman</p> <p>a. Report from Board Members – PHS</p> <p>MSEC Meeting</p> <p>Departmental Leadership</p> <p>b. Board Self Appraisal Results</p>	<p>Doug Plourde provided the following updates:</p> <p>Pines Health Services Board of Directors – Dennis Marker reported he was unable to attend the meeting due to a City Council Meeting.</p> <p>MSEC Meeting – Dr. Djuanda reported Dr. Flynn covered the information from the meeting and she had no additional information to report.</p> <p>Departmental Leadership Meeting – Carl Soderberg reported the following items were reviewed at the meeting: ED Renovation activities, Berry Dunn audit, updates to IT hardware and merging of Cary and Pines IT Departments, Annual Relias training and everyone is welcome to enjoy the Cary Medical Center trails for walking, snowshoeing and fat tire biking.</p> <p>Board Self Appraisal Results – Kris Doody provided a presentation on the Board Self Appraisal Results for 2020. Items covered included: a summary of highlights, graph comparisons (2010-2020) for Board/Medical Staff Relationship, Board/Administration Relationship, Finances, Quality Management/Patient Safety, QHR Relationship, Legal Responsibilities, Board specific questions, suggested priorities, suggested educational offerings and education priorities for 2021. Plans are to have educational sessions at future Board Meetings on the following topics: Legal Responsibilities by Kozak & Gayer.</p>	<p>Informational.</p>	
<p>6. Report of CEO – Kris Doody</p> <p>a. Physician Recruitment</p>	<p>Kris 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"> Pathology – Dr. Bhunesh Maheshwari is processing through an O-1 Visa application. He is traveling to Aroostook County in mid-March to look for housing. He and his family will be arriving first quarter 2021. Dr. Porter is planning to retire at the end of 2021. Pediatrics – Zoom interviews are being scheduled with four pediatricians. Anesthesia (CRNA) – Zoom interviews are being scheduled with two CRNA's this week. Ongoing Recruitment – Recruitment is ongoing for pediatrics, internal medicine, orthopedics, anesthesia (CRNA) and hematology/oncology. 	<p>Informational.</p>	



Board of Directors
March 1, 2021
5:30 p.m.

AGENDA TOPIC	ISSUE DISCUSSED & CONCLUSION	PLAN OF ACTION	PERSON RESPONSIBLE
<p>b. COVID – 19</p>	<p>COVID – 19 – Kris Doody noted that the consortia of Houlton Regional Hospital, Northern Maine Medical Center, Cary Medical Center and Hebert’s Pharmacy has been approved by the Maine CDC and DHHS. The approval was received in February and is the first in Aroostook County. The Pfizer vaccine will be delivered to Hebert’s Pharmacy and mutually allocated between HRH, NMMC, Hebert’s Pharmacy and CMC.</p> <p>Kris Doody reported that a call took place with the Consortia today. The Maine CDC will be providing 1000 doses of the Johnson & Johnson vaccine. This vaccine will be used to continue vaccinating those 70 years and older, including homebound patients.</p> <p>Updates from Kris, Dr. Gallagher and Dr. Dumont continue to be provided to staff and board members of Cary and Pines. Dr. Gallagher has coordinated all Cary and Pines vaccinations. The team is currently in the process of reviewing how to vaccinate the public. The process may be moved to the Wellness Center, however we need to obtain the vaccine first. Everything hinges on access to vaccine supply.</p> <p>Dr. Gallagher reports that Cary Medical Center and Pines Health Services will use whichever COVID-19 vaccine is available. The efficacy is similar once everyone has been vaccinated. Every vaccine is effective. Dr. Flynn tells everyone to get the vaccine that is available and offered.</p>		
<p>c. CARES & Relief Funds</p>	<p>CARES & Relief Funds – The matrix is included in the packet for review. Additional information will be provided in Chelsea’s financial report. Kris shared that Chelsea has done an exceptional job with tracking the information included on the spreadsheet.</p>		
<p>d. SCH Appeal/340b Update</p>	<p>SCH Appeal/340b Update – Kris Doody reported that Chelsea Desrosiers has contacted the review board regarding the SCH appeal. Cary Medical Center has a 3-year window to appeal. Plans are to have the appeal completed prior to the 3-year deadline. Obtaining the Sole Community Hospital status would allow Cary Medical Center to qualify for 340b status.</p>		
<p>e. ER/Front Entrance Renovation</p>	<p>ER/Front Entrance Renovation – Kris Doody reported that the ER/Front Entrance Renovation construction is underway. There is approximately 10 weeks left for the project. The members of the Caribou Hospital District were provided a tour last week at the end of their meeting. The project is flowing well and contractor, Rick Nadeau is doing a good job. This project is being covered with COVID-19 funds.</p>		



Board of Directors
March 1, 2021
5:30 p.m.

AGENDA TOPIC	ISSUE DISCUSSED & CONCLUSION	PLAN OF ACTION	PERSON RESPONSIBLE
<p>f. Maternal/Child Renovations</p> <p>g. Air Handling Review</p> <p>h. Other</p>	<p>Maternal/Child Renovations – Kris Doody shared that once the ER/Front Entrance Renovation is completed, plans are to begin renovations to Maternal/Child. The final layout plans were reviewed with the OB/GYN providers and Maternal/Child staff at recent meetings. Color schemes and other items are currently being finalized.</p> <p>Air Handling Review – Kris Doody noted that review of the air handling system is underway. The upgrades to the system will also be covered with COVID-19 funds.</p> <p>Other:</p> <ul style="list-style-type: none"> • Microbiology Lab Renovation - Kris Doody reported that review is being completed on renovation of the Microbiology Lab area. The area has not been upgraded since the hospital was constructed. • One Day Surgery - Plans to renovate the One Day Surgery area have been put on hold due to the pandemic. • VA Clinic - Dennis Marker shared that John DeVeau spoke to the City Council regarding upcoming changes to the VA Clinic with their plans to leave the Cary campus. Kris Doody reported that Cary Medical Center has been working with the Veterans Administration for over 10 years about their desire to have additional square footage of Clinic space. Mr. Ellis, contractor, received the bid to construct the new facility. His bid is to construct the facility in Presque Isle. Mr. Marker proposes a sit down meeting with John DeVeau, the City Council and Kris Doody to discuss the concerns about the clinic leaving the Cary campus. Kris Doody recommends to include the local Veterans that are very active in Aroostook County. She noted that Vaughn Hardacker and Percy Thibodeau are also both great advocates for the Veterans. Mr. DeVeau wants to also meet with Congressman Jared Golden about the concerns. Ms. Doody noted that a letter of support from Senator Susan Collins and Congressman Jared Golden was included in the original bid packet sent to the VA from Cary Medical Center. Doug Plourde stated that the concern is regarding the VA Clinic and not the residential care facility. Mr. Marker and Ms. Doody will have a telephone conversation in the next week or two regarding these concerns. 		
<p>7. Report of Finance & Personnel Committee</p> <p>a. December Financials</p>	<p>Chelsea Desrosiers provided the following updates:</p> <p>December Financials – An overview was provided of the revised December financials, including net operating income, total expenses, net income and the balance sheet. It was noted that Cary received \$2M forgiveness from Pines Health Services on contract revenue and the remaining entry from Pines for December reconciliation. Cary Medical Center's bottom line for year-end 2021 is</p>	<p>Upon motion duly made and seconded, it was so VOTED to approve the report of the Finance &</p>	



Board of Directors
March 1, 2021
5:30 p.m.

AGENDA TOPIC	ISSUE DISCUSSED & CONCLUSION	PLAN OF ACTION	PERSON RESPONSIBLE
<p>b. January Financials</p>	<p>\$905K.</p> <p>January Financials - Chelsea Desrosiers provided an overview of the January 2021 Financials for Cary Medical Center, including review of: gross patient revenue, net operating revenue, expenses, COVID funding and net income (loss) for January. Ms. Desrosiers reviewed cash flow and accounts receivable. Accounts receivable is currently over 80 days. This is being reviewed with staff for opportunity for improvement.</p> <p>Financial Assistance Policy (FAP) – The Finance and Personnel Committee reviewed and approved the Financial Assistance Policy (FAP) included in the packet. The Finance and Personnel Committee recommends approval of the Financial Assistance Policy by the Board of Directors.</p> <p>COVID Matrix Review – The matrix was included in the packet for review. Of note, Cary is expected to receive \$38,000 from MHA for procurement of supplies and equipment in accordance with CDC guidelines to screen and treat patients during the pandemic.</p> <p>2020 Audit – Cary Medical Center is currently in the process of finalizing their audit with Berry, Dunn.</p>	<p>Personnel Committee as reported.</p> <p>Upon motion duly made and seconded, it was so VOTED to approve the Financial Assistance Policy (FAP) as presented.</p> <p>Informational.</p> <p>Informational.</p>	
<p>8. Compliance Quarterly Report</p>	<p>Dr. Regen Gallagher provided the following updates from the Compliance Quarterly Report:</p> <ul style="list-style-type: none"> • There were no new policies or revisions • Audits that have been completed: Benefits, 1-9, OIG Enrollment on Healthicity, Joint Commission Readiness Survey, Monthly audits include: bad debt calls, prior authorizations and free care; Fiscal Services completed the following audits: Medicare quarterly credit balance, Annual Audit (in process), BAA listing review, uniform guidance audit (in process), re-credentialing apps with payors, documentation on additional funds from MHA for COVID relief submitted 2/22/21k HHS portal registration for COVID funds, SHIP Grant quarterly report • Compliance Hotline continues to have no calls and is advertised widely • Healthicity is used for OIG exclusion checks and audit and investigation filing • Contracts – 1 CRNA renewal, 1 update to terms, 1 Physician renewal. • Monitoring and Auditing Plan (MAP) – compliance focus has shifted to ensure government COVID funds are properly allocated and used in accordance with current rules and regulations. • Annual Compliance Training will be conducted at the April Board of Directors Meeting by 	<p>Upon motion duly made and seconded, it was so VOTED to approve the Compliance Quarterly Report as presented.</p>	



Board of Directors
March 1, 2021
5:30 p.m.

AGENDA TOPIC	ISSUE DISCUSSED & CONCLUSION	PLAN OF ACTION	PERSON RESPONSIBLE
	Dr. Gallagher.		
9. Nursing Quarterly Report	<p>Jen Plant provided the following Nursing Quarterly Report updates:</p> <ul style="list-style-type: none"> Nursing overview of position status: 97 full time RNs, 12 part time RNs and 43 on-call RNs for 2021. These numbers of positions are within the range over the past 5 years. Recruitment is ongoing for ACU, Oncology, ER, OR, Case Management, Infection Prevention and Respiratory Therapy. Interviews are ongoing, some staff are shifting positions from other departments, three RNs are in Masters/FNP programs; the OR has 3 preceptorships. Travelers continue to be used in some departments. Retirement is being reviewed for the next 5-10 years. There are 30-40 potential retirements within nursing. UMFK 2020 nursing graduates, 26% planned to remain in Aroostook County. UMFK has added UMPI to its nursing program. It's importance for UMFK and UMPI to recruit local students into nursing and allied health professions as they might be more likely to stay in Aroostook County. Sue White, Admission Director at UMPI recommends inviting Tara Whitten, UMPI Allied Health Program Director to provide an overview of UMPI's Allied Health Program as an educational session at a Board of Directors Meeting. Nursing 2021 Focus includes: Fall prevention by adding visual cues; nursing documentation by fully evaluating current documentation and getting input and recommendations from QHR; skin care and assessments to include additional training and updates to documentation; competencies and education especially for floats to other departments. Nursing Safety Measures include: Medication Barcode Scanning audits shows a need for improvement; inpatient falls audit indicates there are a lot of repeat falls as there were a high number of patients on letters of denial, however Cary's goals were still met; additional supplies have been added to patient rooms as well as visual cues to aid in fall prevention. Recent activities in nursing include: recruitment and retention; welcomed over 20 nursing students back into training; each ventilator will soon be equipped with a mini compressor for areas that don't have access to air; upcoming transition to new defibrillators. <p>Kris Doody thanked Ms. Plant for the great report. She noted that Jen has worked very hard in her new role as CNO.</p>	<p>Upon motion duly made and seconded, it was so VOTED to approve the Nursing Quarterly Report as presented.</p>	



Board of Directors
March 1, 2021
5:30 p.m.

AGENDA TOPIC	ISSUE DISCUSSED & CONCLUSION	PLAN OF ACTION	PERSON RESPONSIBLE
10. Quorum Health Resources Updates	<p>Sam Brown, QHR provided the following updates:</p> <p>Sam shared:</p> <ul style="list-style-type: none"> • Talks of COVID funding have been very quiet since mid-January • Hospitals have through June 30th to use CARES funds • Learning Institute Webinars are ongoing – the next webinar is March 9th, topic: Case Management • Cary Medical Center is receiving a rebate from J&J QPA for medical devices/medications from April-September 2020. Sam noted this is outside of the HPG discounts Cary receives • QHR is including CMC on an email from Sue Dorsey regarding a tool to analyze purchased services. This is no cost analytics and can include cost savings. • Strategic Plan – QHR continues to help with Cary's planning processes, a Strategic Planning Retreat for Cary and Pines is scheduled for Q4 2021. The initial pre-consult call and market data refresh process for preparation for the retreat has been completed. • The Readiness Survey was completed February 2nd-5th with 31 participants at the Exit Conference. The final report has been provided to Cary with a follow-up phone call scheduled for March 15th to review the results. • QHR has submitted a proposal to MRHC to address their needs after completing several conference calls with Peggy Pinkham for needs of the Collaborative 	Informational.	
11. Adjournment, Other & Next Meeting	<p><u>Adjournment</u> - Upon motion duly made and seconded, it was so VOTED to adjourn the meeting at approximately 6:45 p.m.</p> <p><u>Next Meeting</u> -The next meeting of the Board of Directors is scheduled for Monday, April 5, 2021, 5:30 p.m.</p>	Informational.	

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

Respectfully submitted,

Kris Doody, RN, MSB
Chief Executive Officer

CFAD MONTHLY REPORT

March 2021

Fire Calls 17__Ambulance Calls199_Canceled Calls _3 Vaccinations ____
= Total Calls 219_

See Attached Breakdowns:

-Alarms for Fires (33)- 1
-Alarms for Rescues (66)
-Silent Alarms -16
Total Hours Pumped -1
Gallons of Water Used - 3500
Amt. of Hose used 150-'
Ladders Used (in Feet): '
(75' Aerial)_____
Thermal Imaging Camera Used -
Gas Meter Used-
Rescue Sled & Snowmobile-2
Rescue Boat-
Jaws Used -

Miles Traveled by All Units - 6862
Color Guard trng/Ceremonies -

MUTUAL AID TO:

Presque Isle Fire Dept. F 1 A-1
Fort Fairfield Fire Dept.F- A -
Limestone Fire Dept..
Washburn Fire Dept.1
Stockholm Fire Dept. .
North Lakes Fire Dept.
Crown Ambulance
Van Buren Ambulance - 1
Life Flight - 6

-ALS Calls - 98
-BLS Calls - 101
-PIFT Transfers - 5
-Amb Calls Canceled - 2
-No Transport - 38
-Long Distance Transfers -12
-Calls Turned Over - 9
- Total Out of Town Calls- 60

Est. Fire Loss, Caribou -
Est. Fire Loss, out of City
Total Est. Fire Loss -

Total Maint. Hours – 6
Total Training Hours – 224.5
Vaccinations given-

MUTUAL AID FROM:

Presque Isle Fire Dept.-
Fort Fairfield Fire Dept. -
Limestone Fire Dept.-
Washburn Fire Dept.
Stockholm Fire Dept.
North Lakes Fire Dept.
Crown Ambulance

Out of City Fire and/or Ambulance Responses/and No Transports (N/T)

Location	# of Amb. Resp./N/T's	# Of Fire Resp.	Man Hrs.
Woodland	5/2	2	
Connor	5	2	
New Sweden	3		
Stockholm	3		
Limestone	18/5		
Madawaska Lake			
Caswell	5		
Fort Fairfield			
Presque Isle	/1	1	
Van Buren	4/2		
Westmanland			
Perham		1	

Scott Susi, CFAD Chief

Fire Breakdowns

March 2021

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

Other Incidents

16. Haz-Mat (400)	
17. False Calls (740)	
18. Mutual Aid Calls (571)	2
19. Aid to Ambulance (10-55's) (322)	9
20. Aid to Police (551)	

21. Investigation (Smoke, CO ₂ , or Alarm 4	(smoke) (CO ₂) 1 (Alarm) 3
22. Service Calls (500)	1
23. Ambulance Calls (300)	199

Vaccinations given-

Canceled Calls- 3

Fire/Rescue-17

Total Calls for the Month_219__