

CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is hereby given that the City Council of Caribou will hold a City Council Meeting on **Monday, May 3, 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**) Pg 2
- 5. Minutes –**
 - a. April 20, 2021 Regular Council Meeting Pgs 3-7
- 6. Consent Items**
 - a. Rubbish Hauler Permit Renewal for City Sanitation Pg 8
 - b. Rubbish Hauler Permit Renewal for Crown of Maine Sanitation Pg 9
 - c. Rubbish Hauler Permit Renewal for Pine Tree Waste Pg 10
- 7. Bid Openings, Awards, and Appointments**
 - a. Award of Bids for 2020 Tax Acquired Properties Pgs 11-13
 - b. Award of Bids for Public Work Materials (Sand, Asphalt, Salt, Culverts, Paint) Pg 14
- 8. Public Hearings and Possible Action Items**
- 9. Reports by Officials and Staff**
 - a. Manager's Report Pgs 15-16
- 10. New Business, Ordinances and Resolutions**
 - a. Discussion and Possible Action Regarding TIF Credit Enhancement Agreement with Gary Gagnon Pgs 17-31
 - b. Discussion and Possible Action Regarding Functions of Library & Nylander Museum Pg 32
 - c. Discussion and Possible Action Public Access Easement on Bennett Drive Pg 33
 - d. Discussion and Possible Action Regarding Collective Bargaining Agreement with Caribou Professional Firefighters, IAFF Local 5191 Pg 34
 - e. Discussion and Possible Action Regarding Collective Bargaining Agreement with Local 220, Council No. 93, American Federation of State County and Municipal Employees, AFL-CIO Pg 34
- 11. Old Business**
 - a. Discussion and Possible Action Regarding Collective Bargaining Agreement with New England Police Benevolent Association Local 605 Pg 34
- 12. Reports and Discussion by Mayor and Council Members**
- 13. 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. Labor Negotiation items with the city's four unions under §405.6.D.
- 14. Next Meetings:** May 13 Special Meeting, May 17 Regular Meeting
- 15. 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

May 3, 2021

To: Caribou City Council
Fr: Mark & Claudette Draper
Re: Tax-acquired Property #56; 348 Belanger Rd.

Good evening Mayor Smith and members of the City Council. Thank you for the opportunity to express our thoughts regarding the bids received for the tax-acquired property referenced above.

We live at 336 Belanger Rd., which abuts the subject property. During the 18 years we have lived here, the subject property has been an abandoned, dilapidated potato house, which subsequently burned, leaving an old foundation and rubble. To our knowledge, it has been tax-acquired by the City at least twice during that time. This is our third attempt to purchase it from the City.

In this current round of bidding, we were apparently outbid by \$100 or less by the most-recent previous owner of the property, which is Land-Ho, Inc., a national land-holding company. Land-Ho apparently did not pay the taxes on the property the last time they owned it, thus resulting in this most-recent taking of the property by the City. During their previous ownership, Land-Ho made no investment in the property, with the apparent goal of simply flipping it for a profit.

As an abutter, our intention is to clean-up the property, with the hope of eventually constructing a building on it. We have never been late in paying our property taxes, and absolutely intend to do so on this property as well.

So as we see it, the Council has the choice of accepting the bid of a tax-paying, abutting land owner with a plan to improve the property; or for an additional \$100, the bid of a national land-holding company with a recent history of not paying the taxes on this exact property. If it makes any difference, we are willing to match the bid submitted by Land-Ho. We will note that, either way, this is our final attempt to purchase the property.

Thank you for your time and consideration.

Sincerely,

The image shows two handwritten signatures in black ink. The first signature is a stylized, cursive 'M' followed by a 'D', representing Mark Draper. The second signature is a more formal, cursive script that reads 'Claudette Draper'.

Mark & Claudette Draper

Council Agenda Item #1: Roll Call

The Caribou City Council held a Council Meeting on Tuesday, April 20, 2021 at 6:00 p.m. in Council Chambers with the following members present Councilors Boma, Goughan, Morrell, Theriault, Willey and Mayor Smith. Deputy Mayor Ayer was present via Zoom.

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 Ron Rosser from the Woodland First Baptist Church led an invocation.

Council Agenda Item #3: Pledge of Allegiance

Mayor Smith led the Pledge of Allegiance.

Council Agenda Item #4: Public Forum

Adam Tracy of Madawaska - He came in regarding 30 North Street and that he would like to purchase the Tax Acquired Property and would like to know if it is going to be put up for Bid. Council directed the Manager to put the property out to public bid.

Ruby Pelletier of Caribou - She contacted the manager's office because she would like another section of fence near the ravine by her property. She is concerned that other people could fall much like she did and possibly get hurt. Council directed the Manager to look into the fence history.

Kathryn Olmstead of Caribou – She wrote in regarding being in opposition of the removal of the bridge over Otter Brook on Limestone Street.

Council Agenda Item #5: Minutes

a. April 5, 2021 Regular Council Meeting

Motion made by Councilor Theriault, seconded by Councilor Willey to approve the April 5, 2021 Regular Council 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)

Council Agenda Item #6: Consent Agenda

a. Renewal of Rubbish Hauler Permit for Gil's Sanitation

b. Renewal of Rubbish Hauler Permit for Caldwell's Sanitation

c. Renewal of Rubbish Hauler Permit for McNeal's Trucking

Motion made by Councilor Morrell to approve the Consent agenda, seconded by Councilor Boma.

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 #7: Bid Openings, Awards, and Appointments

a. Resolution 04-01-2021 Spirit of America Recognition of Bob White and Jan Murchison

Manager Marker explained Resolution 04-01-2021 Spirit of America Recognition of Bob White and Jan Murchison. Both individuals have assisted in many projects and several volunteer hours with the City of Caribou, and this is to recognize and show appreciation for them.

Motion made by Councilor Theriault, seconded by Deputy Mayor Ayer to approve Resolution 04-01-2021 Spirit of America Recognition of Bob White and Jan Murchison.

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. Law Enforcement Officer Appointment – Chandler Madore

Chief Gahagan explained that he would like to bring on Chandler Madore on as a reserve officer. He has previously been a full-time officer in Van Buren.

Motion made by Councilor Theriault, seconded by Councilor Boma to accept the appointment of Law Enforcement Officer Appointment Chandler Madore as a reserve officer for the City of Caribou.

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)

c. Council Subcommittee on Public Safety Facilities

Mayor Smith explained that the safety committee is designed to potentially move forward with the public safety building and to pick up where the discussion was previously left off.

Councilors Boma, Ayer, Theriault have been appointed to the committee with Councilor Boma as the Chair.

Council Agenda Item #8: Public Hearings and Possible Action Items

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

Manager Marker noted that the Ordinance was advertised as having two different exhibits showing the rezone area and the Council needed to decide which it preferred. The Planning Board recommended that four properties remain R-1 to avoid having non-conforming lots. Staff recommended the properties be rezoned to avoid spot zoning issues.

Councilor Morrell moved to approve Ordinance No. 01, 2021 Series, Rezoning Properties near 470 Sweden Street with the staff suggestion map that includes all the properties the staff recommended exhibit with the rezoning, seconded by Deputy Mayor Ayer.

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 #9: Reports by Officials and Staff

a. March 2021 Financials

Manager Marker reviewed the March 2021 Finance report.

Motion made by Councilor Willey, seconded by Councilor Theriault to accept the March 2021 Financial report as presented.

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

b. Manager's Report

Manager Marker reviewed the City Manager's report dated April 17, 2021.

Council Agenda Item #10: New Business, Ordinances and Resolutions

a. Discussion and Possible Action Regarding Tax Acquired Property at 399 Madawaska Road

Manager Marker explained that the property is still out to bid but the prior owner would like to partially pay the back taxes and get the property back. It is the recommendation of staff that the bid process be carried out as it has already started. Council agreed with the Manager.

b. Discussion and Possible Action Regarding Reallocation of TIF funds for Façade Improvements

Manager Marker explained that the Façade Improvement program when initially created it was intended to have awards in the Spring and Fall of each year. He explained that no additional funds were set aside for a fall advertisement, but money could be moved from the land bank seed fund over to the Façade Improvement fund to be able to spread some more money this year for the businesses.

Councilor Goughan expressed concern about putting more money into a new government program that has little track record. The City should monitor costs and investments associated with the program for a year before allocating more money. He expressed concern about the overall administration of the program. Manager Marker noted that the program was strictly reimbursement, and no money is distributed until work is done and bills are paid. Christina Kane-Gibson is monitoring the program.

Motion made by Councilor Morrell, seconded by Deputy Mayor Ayer to table the moving of TIF Funds for additional Façade Improvements.

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)

c. Introduction of Ordinance No. 03, 2021 Series, Approving Ogren Dump Lease

Deputy Mayor Ayer Introduced Ordinance No. 03, 2021 Series, Approving Ogren Dump Lease

d. Introduction of Ordinance No. 04, 2021 Series, Regarding Tax Acquired Property Disposal Policy

Mayor Smith introduced Ordinance No. 04, 2021 Series, Regarding Tax Acquired Property Disposal Policy

e. Introduction of Ordinance No. 05, 2021 Series Charter Amendment – Councilor Qualifications

Councilor Theriault introduced Ordinance No. 05, 2021 Series Charter Amendment – Councilor Qualifications

f. Introduction of Ordinance No. 06, 2021 Series, Charter Amendment – Attendance of Councilors

Councilor Theriault introduced Ordinance No. 06, 2021 Series, Charter Amendment – Attendance of Councilors

g. Introduction of Ordinance No 07, 2021 Series, Charter Amendment – Public Notice Methods

Councilor Theriault introduced Ordinance No 07, 2021 Series, Charter Amendment – Public Notice Methods

Public hearings for all introduced Ordinances will be set for the second meeting scheduled in May (May17, 2021)

h. Discussion and Possible Action Regarding Collective Bargaining Agreement with New England Police Benevolent Association Local 605

This item was moved to executive session.

Council Agenda Item #11: Reports and Discussion by Mayor and Council Members

Councilor Morrell would like an Ambulance Advisory board to research revenue loss.

Deputy Mayor Ayer would like to see the fence at the airport repaired, it would look better and provide more security.

Councilor Theriault stated the Nylander board is going to be meeting on Thursday.

Councilor Willey stated that the library board is currently doing fundraising and preparing for the yearly perennial sale.

Council Agenda Item #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

Motion made by Councilor Theriault, seconded by Councilor Willey to enter executive session at 7:24 p.m. 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 9:00 p.m.

Mayor Smith called for a special meeting to be held on May 13 with the only agenda item being an executive session to discuss personnel matters regarding the new City Manager position.

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

Motion made by Councilor Theriault, seconded by Councilor Willey to enter executive session at 9:02 p.m. to discuss Real Estate and Economic Development matters under §405.6.C

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 9:28 PM.

No action was taken.

Council took a 2-minute recess.

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

Motion made by Councilor Willey, seconded by Councilor Theriault to enter executive session at 9:30 p.m. to discuss labor relations 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 10:12 p.m.

Motion made by Councilor Theriault, seconded by Councilor Boma to table the action on the labor agreement between Caribou City and New England Police Benevolent Association Local 605.

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 #13: May 3 & 17 Regular Meetings. May 13 Special Meeting

Council Agenda Item #14: Adjournment

Motion made by Councilor Theriault, seconded by Councilor Boma to adjourn the meeting at 10:14 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>Rick Chapman</u>			DOB
Business Name: <u>City Sanitation</u>			
Business Address: <u>78 River Rd</u>			
Mailing Address: <u>Same</u>			
Phone: <u>498-3973</u>	Home: <u>Same</u>	Business: <u>Same</u>	Cell: <u>N/A</u>
Email: <u>N/A</u>	Fax: <u>N/A</u>		
Number of Vehicles: <u>2</u>	Name(s) of Driver(s): <u>Rick Chapman - Ryan Cousins</u>		
Do you carry Liability Insurance? <u>yes</u>		If so, How Much? <u>500,000</u> <u>1,000,000</u>	
Do you carry Property Insurance? <u>yes</u>		If so, How Much? <u>500,000</u> <u>1,000,000</u>	
Name & Address of Insurance Company: Provide Proof of Insurance <u>Kreffers INS 101 High St</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: 4-26-21

Owner of: City Sanitation

Application Received By: [Signature]
(Signature of Clerk)

FOR OFFICE USE:

Approved: _____

Rejected: _____

Reason: _____

By: _____





City of Caribou, Maine

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

RUBBISH HAULER'S LICENSE APPLICATION

Name of Applicant: <u>Nathan E Haney</u>			DOB: _____	
Business Name: <u>Crown of Maine Sanitation</u>				
Business Address: <u>172 Haney Rd Connor Township</u>				
Mailing Address: <u>Same</u>				
Phone: <u>207-498-2586</u>		Home: <u>Same</u>		Business: <u>Same</u>
Email: _____		Fax: _____		Cell: <u>4980791</u>
Number of Vehicles: <u>1</u>		Name(s) of Driver(s): <u>2 Nathan Haney</u> <u>Dave McGraw</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>\$ 1,000,000</u>				
Name & Address of Insurance Company: <u>Provide Proof of Insurance</u> <u>Gallaghers Ins. Southmain St. 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: Nathan E Haney Date: 4/13-21

Owner of: Crown of Maine Sanitation

Application Received By: Danielle 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>Pine tree waste</u>		DOB:	
Business Name: <u>Pine tree waste</u>			
Business Address: <u>Po Box 528 Houlton ME 04730</u>			
Mailing Address: <u>Po Box 528 Houlton ME 04730</u>			
Phone: <u>(207) 532-6804</u>	Home:	Business:	Cell:
Email:		Fax:	
Number of Vehicles: <u>1</u>	Name(s) of Driver(s): <u>David Ingraham</u>		
Do you carry Liability Insurance? <u>yes</u> If so, How Much? <u>Million Dollars</u>			
Do you carry Property Insurance? <u>yes</u> If so, How Much? <u>Million Dollars</u>			
Name & Address of Insurance Company: <u>Provide Proof of Insurance</u> <u>Noyle w Johnson Ins Agency Inc 119 River St</u> <u>Po Box 279 Mont Pelier VT 05601-0279</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: _____

Date: 4-13-21

Owner of: Pine tree waste Site Manager

Application Received By: _____

(Signature of Clerk)

FOR OFFICE USE:

Approved: _____
Rejected: _____
Reason: _____
By: _____



PUBLIC BID OPENINGS

DATE: 04/27/2020

Bid #	Tax Map/Lot	Prop. Address	Minimum Bid	Name of Bidder	Bid Amount	Check 10% Yes/No
Bid # 1	027-008	11 Lower Washington St	\$ 2,500.00	1. Daniel Jarose 2. Tiffany Baldwin	\$ 3,000.00 \$ 2,600.00	\$ 300.00 \$ 260.00
Bid # 2	025-066	15 Nancy St.	\$ 7,700.00	NO BIDS	\$	\$
Bid # 12	028-093-C	Fontaine Dr.	\$ 1,300.00	1. Land Ho, Inc. 2. Douglas Lagasse	\$ 1,801.00 \$ 1,401.00	\$ 180.10 \$ 140.10
Bid # 23	028-139	16 Sincok St.	\$ 2,500.00	1. Land Ho, Inc.	\$ 2,601.00	\$ 260.10
Bid # 28	025-149-AA	142 Lower Lyndon St.	\$ 75,000.00	1. Robbie Caldwell (Caldwell Auto, LLC)	\$ 10,000.00	\$ 1,000.00
Bid # 47	031-024	34 Collins St.	\$ 3,500.00	NO BIDS	\$	\$
Bid # 48	034-138	25 Liberty St.	\$ 24,700.00	NO BIDS	\$	\$
Bid # 54	022-004-A	Van Buren Rd.	\$ 600.00	1. Land Ho, Inc. 2. Leonard Lednum	\$ 2,012.00 \$ 615.00	\$ 201.20 \$ 61.50
Bid # 56	018-011-A	399 Madawaska Rd.	\$ 5,000.00	1. Chad & Chelsea Cavagnaro 2. Jason Jagnecki 3. Sam Schwartz 4. Lena Giggey	\$ 10,000.00 \$ 7,500.00 \$ 5,500.00 \$ 5,000.00	\$ 1,000.00 \$ 750.00 \$ 550.00 \$ 750.00
Bid # 57	017-031-C	348 Belanger Rd.	\$ 1,200.00	1. Land Ho, Inc. 2. Mark and Claudette Draper	\$ 1,501.00 \$ 1,425.00	\$ 150.10 \$ 142.50
Bid # 58	030-163-C	Broadway St.	\$ 800.00	1. Land Ho, Inc. 2. Nor'Easter Exposure (Justin Powers)	\$ 1,433.00 \$ 1,200.00	\$ 143.30 \$ 120.00

PUBLIC BID OPENINGS

DATE: 04/27/2020

Bid #	Tax Map/Lot	Prop. Address	Minimum Bid	Name of Bidder	Bid Amount	Check 10% Yes/No
Bid # 59	028-082	14 Haines St.	\$ 3,700.00	1. Dean R. Scoble	\$ 10,025.00	\$ 1,025.00
				2. JSQ Properties, LLC	\$ 5,800.00	\$ 580.00
				3. James and Samantha Jasmin	\$ 5,600.00	\$ 560.00
				4. Paul Rossignol	\$ 5,050.00	\$ 505.00
				5. Sam Schwartz	\$ 4,200.00	\$ 420.00
Bid # 60	013-017-001	544 Van Buren Rd.	\$ 1,600.00	NO BIDS	\$	\$
Bid # 63	028-119	66 York St.	\$ 3,300.00	NO BIDS	\$	\$
Bid # 66	032-042	110 Washburn St.	\$ 2,600.00	1. Diana Ouellette	\$ 2,700.00	\$ 270.00

Tuesday, April 27, 2021

HAND DELIVERED

Finance/Tax Collector's Office
Caribou City Office
25 High Street
Caribou, ME 04736

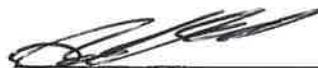
RE: Property #28
Tax Map 25, Lot 149 - AA

Caldwell's Auto, LLC, a Maine limited liability company, submits a bid of TEN THOUSAND & 00/100 DOLLARS (\$10,000.00) subject to the following conditions:

1. Phase 1 and Phase 2 approval by Maine DEP relevant to the property.
2. Caldwell's Auto, LLC will demolish¹ the existing structures on the property and remove all debris, leaving the property beneath said structures at cement grade.
3. Caldwell's Auto, LLC will incur all costs of demolition.
4. After demolition is complete, Caldwell's Auto, LLC, will deliver the property back to the City of Caribou for the sum of \$1.00, which the City shall accept at that time.
5. The City of Caribou will indemnify and hold harmless Caldwell's Auto, LLC from any soil contamination and/or damage done to the existing foundations / slabs, including but not limited to easement rights thereunder.
6. The City of Caribou and Caldwell's Auto, LLC, shall sign a contract acceptable to both parties incorporating the terms set forth herein.

The high costs associated with demolishing the existing structures in comparison with the prospective profit which may be had, does not justify an offer in excess of \$10,000.00. We hope that you will consider this bid with the same good faith in which it is being offered.

Dated: 4-27-21



Robbie Caldwell
Caldwell's Auto, LLC

Enclosure: Earnest Money Deposit - \$1,000.00 certified check.

¹ Demolition to include, but not be limited to, controlled blasting.

*PO Box 361
Limestone ME 04750*

207-551-9604

Bid Results - Culverts 2021

EJ Prescott	Gardiner, ME	207.582.2006	David Hayward	<u>\$7,391.80</u>
Paris Farmers	South Paris, ME	800.639.3603	Matt Bracket	<u>\$7,538.00</u>
WH Shurtleff	Portland, ME	800.663.6149	Malcolm Poole	

Bid Results - Street Paint 2021

Franklin Paint	Franklin, MA	800.486.0304	Norma Resley	<u>\$11,159.54</u>
Sherwin Williams	Cleveland, OH	800.597.2929	Joanna Carr	
PPG Paints	Portland Me.	772.6236	Fred Shaw	

Bid Results - Shim & Patch 2021

Lane Construction	Presque Isle, ME	207.764.4137	Wayne Berry	
Trombley Industries	Limestone, ME	207.328.4503	Craig Trombley	<u>\$78.50</u>
Soderberg Const.	Caribou Me.	207.498.6300	Carl soderberg	<u>\$72.00</u>

Country Paving 2021

Lane Construction	Presque Isle, ME	207.764.4137	Wayne Berry	<u>\$77.80</u>
Soderberg Const.	Caribou Me.	207.498.6300	Carl Soderberg	<u>\$79.00</u>
Trombley Industries	Limestone, ME	207.328.4503	Craig Trombley	<u>\$83.45</u>

Bid Results - Sand 2021

Soderberg Construction	Caribou, ME	207.498.6300	Carl Soderberg	
K&M Sand & Gravel	Grand Falls, NB	506.479.0701	Keith Savage	<u>\$10.75</u>
O'Neal	Limestone, ME	506.273.0597	Michael Murphy	
Lanes Construction	Presque Isle ME	207.551.7702	Chip Sheldon	

IN Town Paving 2021

Lane Construction	Presque Isle, ME	207.764.4137	Chip Sheldon	<u>\$81.00</u>
Soderberg Const.	Caribou Me.	207.498.6300	Carl Soderberg	<u>\$81.00</u>
Trombley Industries	Limestone, ME	207.328.4503	Craig Trombley	<u>\$86.45</u>



City Manager's Report

April 30, 2021

Economic Projects

River Front - Powerplants	MEDEP has issued their RFP for environmental study of the power plant property. One bid was received for the property, which can be discussed with the other tax acquired property bids.
Broadband Initiative	Have meeting with Spectrum scheduled for May 5 at 11am to discuss options for expanding infrastructure in Caribou.
Ogren Dump Solar Project	This will be on the next agenda for a public hearing and Council action.
2021 CDBG Applications	This will be on the next agenda for a public hearing and Council action.
Events and Marketing	Kayak race on Aroostook River will be May 15. Starting at 10am. Working with Northern Maine Brewing Company to host a "Thursdays on ..." concert in June.
Landbank	This will be on the next agenda for a public hearing and Council action.
Title 13 ReWrite	This will be on the next agenda for a ordinance introduction.
Federal American Rescue Plan Act	Still waiting for final amounts and restrictions. Must be spent by December 2024 or returned to treasury.
Blight Cleanup	Asbestos study was done on building at 864 Main. Bids were received for demolition of the building pending asbestos results. Multiple dangerous buildings have failed to demonstrate abatement progress. Preparing notices of violation of terms and moving forward with plans to have building demolished.
Birdseye Cleanup	Still waiting final approval from DEP before putting out RFP to do final soils cleanup.
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.
Façade Improvement Program	See Council packet for discussion item.
Hilltop Senior Living	Waiting for open house date from developer.
Sitel Building	Resent 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	Backburner

Other Administrative Projects

New City Manager Recruitment	Seven applications submitted to MMA. Expanding focused advertising area. First review will be May 7. Special meeting on May 13.
Union Negotiations.	Will be discussed in executive session during the upcoming meeting.
Tax Acquired Property Policy	Ordinance No. 4 on next agenda for adoption.
Fire Structural Work	Supplies delivered for membrane work. Contractor delayed with work down state. Should be completed in May.
Teague Park	Waiting on contractor and subs to mobilize.
Public Safety Building	Will meet with Council Public Safety Committee on Monday, May 3 at 1pm to discuss next steps of evaluating police station and fire station renovations.
Fire Station Renovations	Met with local architects to understand options and limitations to renovating basement area for additional bunks, bathroom and shower facilities. If bunks are added or even moved then the entire building must be fire-sprinkled according to state fire marshal. Seeking bids for sprinkler system to understand cost.
Investment Policy	Received notice from bank. Investment savings account rates have dropped. Looking at options for moving funds.
Trailer Park Closure	Ready to have another committee meeting and update on closure progress.
Fish Hatchery Bridge	This item will be on the May 17 agenda for discussion with MDOT personnel. MDOT is considering removing the bridge that connects the Limestone business area to Access Highway.
Cable Franchise Renewal	State legislation being considered to have all franchises regulated by state.
Airport	Hangars continue to be full. Receiving inquiries about availability.
City Hall Boiler Systems	Need to complete RFP to have all thermostats and valves replaced.
Chambers AV System	Still waiting on final piece of equipment that will allow the manager to share screen to cable system.
River Road	No additional movement at this time. Survey of Chomka property will be completed in three weeks.
New LED Street lights	Identified more than 10 lights needing to be repaired/replaced under maintenance. Work orders submitted.
General Plan Update	Still working on the current land use survey, which is needed for future land use discussions.
Wage Policy	No further action at this time.
COVID-19 Status	Monitoring and implementing Governor's latest opening dates and regulations.
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.
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: City Council
FROM: Dennis Marker, City Manager
RE: TIF Credit Enhancement Agreement with Gagnon's Rental Properties, LLC
DATE: April 16, 2021

Mr. Gary Gagnon, who represents Gagnon's Rental Properties LLC (Gagnon's), is requesting the City consider a credit enhancement agreement (CEA) within the Downtown TIF District to help defray costs associated with relocating a dental office in town to their property at 14 Access Highway. Gagnon's will be leasing space to Northern Maine Dental for 15 years.

Dr. Meagan Thompson acquired Northern Maine Dental, LLC from Dr. David Smith who has operated the business from his home at 157 Main Street since 1981. Dr. Thompson will be expanding the business and needs the larger space available through Gagnon's. She plans to bring another dentist into the area, increase staffing and services.

Gagnon's plans to spend in \$900,000 in renovation costs and Dr. Thompson will bring over \$640,000 of new equipment into the city.

A credit enhancement agreement is a tool allowed under the state Tax Increment Finance program. These CEAs outline what portion of increment funds can be used to offset infrastructure or development costs. The amount of available funds is based on the prior year taxes (2020) and the new taxes generated after the investment (new taxes – taxes before CEA = potential increment funds). The timeframe for such an agreement may not exceed the life of the TIF district, which is 15 more years in this case. City Planning laws indicate that 5-year agreements are preferred. City laws also provide that an agreement cannot provide more than 80% of the increment amount to the other party in any given year.

A credit enhancement has been drafted for the Council to consider as a first read. The agreement (see attached) generally outlines a period of 15 years with an 80% reimbursement of increment funds.

CREDIT ENHANCEMENT AGREEMENT

THIS CREDIT ENHANCEMENT AGREEMENT (hereinafter “Credit Enhancement Agreement” or “Agreement”) dated as of _____, 2021, is hereby made between the **City of Caribou**, a municipal body corporate and politic and a political subdivision of the State of Maine (hereinafter the “City”), and **Gagnon’s Rental Properties, LLC**, with a place of business in Caribou, Maine (hereinafter the “Company”).

WITNESSETH THAT:

WHEREAS, the City has designated an Omnibus Downtown Tax Increment Financing District as amended (hereinafter the “District”) pursuant to Title 30-A M.R.S.A. Chapter 206 by vote at a City Council Meeting duly noticed and held on September 9, 2013, (the “Vote”); and

WHEREAS, pursuant to the Vote the City adopted a Omnibus Development Program and Financial Plan for the District (herein the “Development Program”); and

WHEREAS, the District and the Development Program has been reviewed and approved by Maine Department of Economic and Community Development on March 7, 2014; and

WHEREAS, the Development Program authorizes the execution and delivery of a credit enhancement agreement between the City and the Company; and

WHEREAS, the City and Company desire to execute and deliver a credit enhancement agreement contemplated by and described in the Development Program, with such terms and provisions not inconsistent with the Development Program; and

WHEREAS, the City designated the District, adopted the Development Program, and now desires to enter into this Agreement in order to induce the Company to complete the Project by enabling the City to contribute toward the capital cost of the Project the amounts contemplated by the Development Program and this Agreement.

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

ARTICLE I DEFINITIONS

Section 1.1. Definitions.

As used in this Agreement, unless the context otherwise indicates, the following terms shall have the following meanings:

“Act” means chapter 206 of Title 30-A of the Maine Revised Statutes and regulations adopted thereunder, as amended from time to time.

“Captured Assessed Value” shall mean the amount, stated in a percentage, of Increased Assessed Value that is retained in the District with respect to each Tax Year as specified in this Agreement during the term of the District.

“Captured Assessed Value – Gagnon Tract” shall mean the amount, stated in a percentage, of Increased Assessed Value that is retained in the District with respect to each Tax Year and which is attributable to the Gagnon Tract as specified in this Agreement during the term of the District.

“City Cost Subaccount” means that portion of the Project Cost Account of the Development Program Fund for the District as defined in the Financial Plan Section of the Development Program and established and maintained according to Article II hereof.

“City Improvements” means the improvements described in the Development Program, as such may be approved by the City from time to time.

“Current Assessed Value” means the assessed value of the District certified by the municipal assessor as of April 1st of each year that the Development District remains in effect.

“Current Assessed Value – Gagnon Tract” means the assessed value of the Gagnon Tract certified by the municipal assessor as of April 1st of each year that the Development District remains in effect.

“DECD” means the Maine Department of Economic & Community Development.

“Development Program Fund” means the Downtown Municipal Development and Tax Increment Financing District Program Fund described in the Financial Plan section of the Development Program and established and maintained pursuant to Article II hereof and 30-A M.R.S. § 5227(3)(A). The Development Program Fund shall consist of a Sinking Fund (as necessary) and a Project Cost Account with at least two subaccounts.

“District” means the Downtown Tax Increment Financing District.

“Financial Plan” means the financial plan described in the “Financial Plan” section of the Development Program.

“Fiscal Year” means January 1 to December 31 or such other fiscal year as the City may from time to time establish.

“Gagnon Tract” means that tract of property identified as Map 11 Lot 004-B

“Increased Assessed Value” means, for each Tax Year during the term of this Agreement, the amount by which the Current Assessed Value – Gagnon Tract for such year exceeds the Original Assessed Value – Gagnon Tract. If the Current Assessed Value – Gagnon Tract is equal to or less than the Original Assessed Value – Gagnon Tract in any given Tax Year, there is no Increased Assessed Value in that year.

“Gagnon Cost Subaccount” means the portion of the Project Cost Account of the Development Program Fund set aside for the Developer contemplated in this Agreement and as described in the Financial Plan section of the Development Program and established and maintained pursuant to Article II hereof.

“Original Assessed Value – Gagnon Tract” means \$690,200 the taxable assessed value of the Gagnon Tract as of March 31, 2020 [April 1, 2020]. This amount is used for purposes of this Agreement and does not alter the original assessed value indicated in the 2005 Development Program Fund adopted by the City.

“Project” means the conversion of a general office building space to a medical office to be used for oral health care purposes on the Gagnon Tract.

“Project Costs” means any costs incurred or expected to be incurred that are authorized by Title 30-A MRSA Section 5225, as may be amended.

“Property Tax” means any and all ad valorem property taxes levied, charged, or assessed against real and personal property located in the District by the City, or on its behalf.

“Sinking Fund Account” means the development sinking fund account described in the Financial Plan Section of the Development Program and established and maintained pursuant to 30-A M.R.S.A. § 5227(3)(A)(2) and Article II hereof.

“Tax Increment” means all property taxes assessed and paid to the City in any given Tax Year, in excess of any state, county or special district tax, upon the Captured Assessed Value of the property in the District.

“Tax Increment – Gagnon Tract” means all property taxes assessed and paid to the City in any given Tax Year, in excess of any state, county or special district tax, upon the Captured Assessed Value – Gagnon Tract.

“Tax Payment Date” means the date as determined by the City from time to time on which property taxes assessed by the City are due and payable without interest from owners of property located within the City.

“Tax Year” shall have the meaning given such term in 30-A M.R.S.A. § 5222(18), as amended, to wit: April 1 to March 31.

Section 1.2. Interpretation and Construction.

In this Agreement, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this Agreement, refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before, the date of delivery of this Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) All approvals, consents and acceptances required to be given or made by any signatory hereto shall not be withheld unreasonably.

(f) All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.

(g) If any clause, provision or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof.

ARTICLE II

DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

Section 2.1. Creation of Development Program Fund.

The City has created and established a segregated fund in the name of the City designated as the “Downtown Tax Increment Financing District Program Fund” (hereinafter the “Development Program Fund”) pursuant to, and in accordance with the terms and conditions of, the Development Program and 30-A M.R.S.A. § 5227(3), as amended from time to time. The Development Program Fund consists of: (i) a Project Cost Account that is pledged to and charged with the payment of Project Costs as outlined in the Financial Plan of the Development Program and as provided in 30-A M.R.S.A. § 5227(3)(A)(1); and (ii) the Sinking Fund Account (as necessary) that is pledged to and charged with the payment of municipal indebtedness as outlined in the Financial Plan of the Development Program and as provided in 30-A M.R.S.A. § 5227(3)(A)(2). The Project Cost Account shall also contain two subaccounts designated as the “City Cost Subaccount” (the City’s Project Cost subaccount) and the “Gagnon Cost Subaccount” (the Company’s Project Cost subaccount).

The Gagnon Cost Subaccount referred to in this Agreement shall be specific to the Gagnon project. Other developer project cost subaccounts may be established for other projects within the District that have qualified for tax increment financing assistance.

Section 2.2. Timing for Deposits into Gagnon Cost Subaccount.

The City shall deposit the Company Tax Increment Revenues in the Gagnon Cost Subaccount within fifteen (15) days of each Tax Payment Date, or, if not a business day, on the next succeeding business day consistent with the terms of this Agreement.

Section 2.3. Captured Assessed Value; Deposits into Development Program Fund.

(a) Each year during the term of this Agreement, commencing with the City’s 2021 Tax Year and continuing thereafter for up to a maximum of fourteen (14) Tax Years to and including the City’s 2035 Tax Year, the City shall retain in the District one hundred percent (100%) of the Increased Assessed Value – Gagnon Tract as Captured Assessed Value – Gagnon Tract.

(b) Each year during this Agreement, the City shall deposit into the Development Program Fund contemporaneously with each payment of Property Taxes during the term of this Agreement an amount equal to one hundred percent (100%) of that portion of the property tax payment constituting Gagnon’s Tax Increment Revenues. The Development Program Fund is pledged to and charged with the payment of costs in the manner and priority provided in 30-A M.R.S.A. § 5227(3)(B).

(c) The City shall allocate Company Tax Increment Revenues so deposited in the Development Program Fund between the Gagnon Cost Subaccount of the Project Cost Account, and the City as set forth below:

Allocation of Eligible Tax Increment Reimbursement

Tax Year	Company Allocation	City Allocation
2021-2035	80% of Tax Increment – Gagnon Tract	20% of Tax Increment – Gagnon Tract

It is understood and agreed that the credit to the Company Reimbursement Account as specified above shall be due and payable solely from such Property Tax payments by Company.

The City shall retain one hundred percent of any City Tax Increment Revenues after Tax Year 2035 associated with the Increased Assessed Value – Gagnon Tract; the Company is not entitled to reimbursement of any portion of these City Tax Increment Revenues.

Section 2.3. Use of Monies in the Development Program Fund.

Monies credited in the Development Program Fund contemplated in this Agreement that are allocable to and/or deposited in the Gagnon Cost Subaccount shall be in all cases used and applied to fund fully the City’s payment obligations to Company in accordance with the terms of this Agreement.

Section 2.4. Monies Held By City

All monies actually paid by the Company to the City pursuant to this Agreement and credited to the City Cost Subaccount under the provisions hereof and the provisions of the Development Program shall be held by the City in accordance with the terms and conditions of this Agreement.

Section 2.5. Allocation of Partial Tax Payments

If in any year during the term of this Agreement, the Company fails to pay any portion of the Property Taxes assessed by the City, the Property Taxes actually paid by the Company shall be applied: (a) first to the payment of Property Taxes due on the Original Assessed Value of Company property in the District for any and all outstanding Tax Years; (b) second to payment of Property Taxes with respect to Increased Assessed Value – Gagnon Tract for the year or years concerned (including any delinquent taxes from prior Tax Years), and (c) third, to the extent of funds remaining, to payment of the Company’s share of Tax Increment Revenues contemplated in this Agreement to the Gagnon Cost Subaccount.

**ARTICLE III
PAYMENT OBLIGATIONS**

Section 3.1. Company Payments

Within fifteen (15) days following the payment of Property Taxes by Company on the Gagnon Tract, or, if not a business day, on the next succeeding the Company all amounts then on deposit in the Gagnon Cost Subaccount, exclusive of any deduction or withholding required by Federal or State law.

All payments made to Company contemplated in this Agreement shall be utilized consistent with this Agreement and the Act.

Section 3.2. Manner of Payments.

The payments provided for in this Article III shall be paid in immediately available funds directly to the Company in the manner provided hereinabove for its own use and benefit.

Section 3.3. Obligations Unconditional.

Subject to compliance with the terms and conditions of this Agreement, the Obligations of the City to make the payments described in this Agreement in accordance with the terms hereof shall be absolute and unconditional, and the City shall not suspend or discontinue any payment hereunder or terminate this Agreement for any cause, other than by court order or by reason of a final judgment by a court of competent jurisdiction that the District is invalid or otherwise illegal.

Section 3.4. Limited Obligation.

The City's obligations of payment hereunder shall be limited obligations of the City payable solely from Tax Increment Revenues attributable to the Gagnon Tract and any earnings thereon, pledged under this Agreement. The City's obligations hereunder shall not constitute a general debt or a general obligation on the part of the City or a general obligation or charge against or pledge of the faith and credit or taxing power of the City, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from the Tax Increment Revenues received by the City, and any earnings thereon.

This Agreement shall not directly or indirectly or contingently obligate the City, the State of Maine, or any other municipality or political subdivision to levy or to pledge any form of taxation whatever therefore or to make any appropriation for payment due under this Agreement, excepting the City's obligation to assess property taxes upon the Project and to appropriate the Tax Increment Revenues, and earnings thereon, pledged under this Agreement.

ARTICLE IV FURTHER INSTRUMENTS

The City shall, upon the reasonable request of the Company, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such instruments or actions shall pledge the credit of the City, materially disadvantage the City, or materially change this Agreement.

ARTICLE V LIENS

The City shall not create any liens, encumbrances or other interests of any nature whatsoever, nor shall it hypothecate the Gagnon Cost Subaccount or any funds therein or revenues resulting from investment of funds therein, other than those interests created in favor of the Company hereunder; provided, however, nothing herein shall prohibit creation of real and personal property tax liens on the Company's property in accordance with, and entitled to the priority provided under, Maine law.

ARTICLE VI ACCESS TO BOOKS AND RECORDS.

All books, records and documents in the possession of the City relating to the District, the Development Program, the Agreement and the monies, revenues and receipts on deposit or required to be deposited into the Development Program Fund contemplated by this Agreement shall be open to inspection by the Company, its agents and employees during normal business hours upon 48 hours written notice.

ARTICLE VII DEFAULTS AND REMEDIES

Section 7.1. Events of Default.

Each of the following events shall constitute and be referred to in this Agreement as an “Event of Default”:

(a) Any failure by the City to pay any amounts due to the Company when the same shall become due and payable;

(b) Any failure by the City to credit to the Gagnon Cost Subaccount as and when due;

(c) Any failure by the City or the Company to observe and perform in all material respects any respective covenant, condition, agreement or provision contained herein on the part of the City or the Company respectively to be observed or performed which failure is not cured within thirty (30) days following written notice thereof;

(d) If a receiver, conservator or liquidator is appointed for the Company by any court of competent jurisdiction; or if the Company should file a voluntary petition in bankruptcy or fail to have a petition in bankruptcy dismissed within a period of 90 consecutive days following its filing; or if a court of competent jurisdiction orders the winding up or liquidation of the Company.

Section 7.2. Remedies on Default.

Whenever any Event of Default referred to in Section 7.1 hereof shall have occurred and be continuing for a period of thirty (30) days after a party's receipt from the other party of written notice of an Event of Default by the party, the other party may (a) specifically enforce the performance or observance of any obligations, agreements or covenants of the defaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder or (b) suspend its performance under this Agreement for so long as the Event of Default continues or remains uncured.

Section 7.3. Remedies Cumulative.

No remedy herein conferred upon or reserved to the Company or City is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to the remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon

any default or to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of a default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the rights to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by either party with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such default be continued or repeated.

Section 7.4. Agreement to Pay Attorney's Fees and Expenses.

Notwithstanding the application of any other provision hereof, in the event a party should default under any of the provisions of this Agreement and the other party shall require and employ attorneys or incur other expenses or costs for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the party herein contained, the prevailing party in any litigation to enforce the provisions of this Agreement shall be entitled to be reimbursed for reasonable attorneys fees from the party in default.

Section 7.5. Tax Laws.

The parties acknowledge that all laws of the State now in effect or hereafter enacted with respect to taxation of property shall be applicable and that the City, by entering into this Agreement, is not excusing any non-payment of taxes by Company. Without limiting the foregoing, the City and the Company shall always be entitled to exercise all rights and remedies regarding assessment, collection and payment of taxes assessed on Company's property.

Section 7.6. Failure of Company to timely pay property taxes.

Should the Company fail to pay its assessed Property Taxes for the Gagnon Tract for two consecutive years the City is under no further obligation for payments to the Company, except in the case of a pending property tax valuation appeal. In the case of a pending property tax valuation appeal, the Company shall pay any uncontested amount by the Property Tax due date and the remainder immediately upon resolution of the appeal.

ARTICLE VIII TERM

Section 8.1. Effective Date

Except as otherwise provided in this Agreement, this Agreement shall remain in full force and effect and shall expire upon the end of Tax Year 2035 or upon the payment of all amounts due to the Company hereunder and the performance of all obligations on the part of the City and Company hereunder (the "Term").

Section 8.2. Expiration of Term.

Upon the expiration of the Term, or the earlier termination of this Agreement, and following full payment of all amounts due and owing to the Company hereunder or provision for payment

thereof, the City and the Company shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement. No such expiration or termination shall affect any rights or obligations then outstanding.

ARTICLE IX ASSIGNMENT AND PLEDGE OF COMPANY'S INTEREST

Section 9.1. Consent to Pledge and/or Assignment.

The City hereby acknowledges that the Company may pledge and assign its right, title and interest in, to and under this Agreement as collateral for financing for the Project, although no obligation is hereby imposed on the Company to make such assignment or pledge. Recognizing this possibility, the City does hereby consent and agree to the pledge and assignment of all the Company's right, title and interest in, to and under this Agreement and in, and to the payments to be made to Company hereunder, to third parties as collateral or security for indebtedness or otherwise, on one or more occasions during the term hereof.

Section 9.2. Pledge, Assignment or Security Interest.

The City hereby consents to the pledge, assignment or granting of a security interest by the Company of its right, title and interest in, to and under this Agreement to any lender which is financing the Project in whole or part.

Section 9.3. Assignment

The Company shall have the unrestricted right to transfer and assign all or any portion of its rights in, to and under this Agreement, at any time, and from time to time, as Company may, in its sole discretion, deem appropriate.

ARTICLE X NO ADDITIONAL DEVELOPMENT

It is understood and agreed that any additional development within the District by Company not within the scope of the original Project or any additional development within the District by any person other than the Company shall be outside the scope of this Agreement. The City shall have no obligations to make any payments into the Development Program Fund from any increased revenues received by the City from assessments made against such additional development.

ARTICLE XI MISCELLANEOUS

Section 11.1 Successors.

In the event of the dissolution of the Company or any sale or other transfer of all or substantially all of the Project, the covenants, stipulations, promises and agreements set forth herein, by or on behalf

of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred.

Section 11.2 Parties in Interest.

Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City and the Company or its assigns any right, remedy or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the City and the Company; provided, however, that if the payment obligations of the City to the Company hereunder are held by a final and binding proceeding to be illegal or invalid, this Agreement shall terminate. In such event all obligations of the parties shall terminate, and no party shall have any further liability to the other hereunder.

Section 11.3 Severability.

In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 11.4 No Personal Liability of Officials of the City.

No covenant, stipulation, obligation or agreement of the City contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the City in his or her individual capacity and neither the members of the City Council, City Council members nor any official, officer, employee or agent of the City shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 11.5 Counterparts.

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

Section 11.6 Governing Law.

The laws of the State of Maine shall govern the construction and enforcement of this Agreement in all respects.

Section 11.7 Notices.

All notices, certificates, requests, requisitions or other communications by the City or the Company pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, addressed as follows: If to the City:

City of Caribou
Attn: City Manager
25 High Street
Caribou, Maine 04736

With copies, which shall not constitute notice, to:

Solman & Hunter, P.A.
P.O. Box 665
Caribou, Maine 04736

If to the Company:

With a copy, which shall not constitute notice, to:

Either of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

Section 11.8 Amendments.

This Agreement may only be amended with the concurring written consent of both of the parties hereto.

Section 11.9 Benefit of Assignees or Pledgees.

The City agrees that this Agreement is executed in part to induce assignees or pledgees to provide financing for the Project and accordingly all covenants and agreements on the part of the City as to the amounts payable hereunder are hereby declared to be for the benefit of any such assignee or pledgee from time to time of the Company's right, title and interest herein.

Section 11.10 Integration.

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

Section 11.11 No Obligation to Build Project

The Company and the City agree, and the City hereby acknowledges that the Company shall have no obligation to go forward with the capital projects referred to herein or in the Development Program. All such projects are subject to final approval by the Company. Failure of Company to go forward with the capital projects referred to herein shall result in termination of this Agreement.

Section 11.12 Authority of City

The Company and the City waive any right which either may have to contest, and shall not take any action to challenge, the other's authority to enter into, perform or enforce the Agreement or to carry out the Development Program or the validity or enforceability of this Agreement, the District or the Development Program. The City and the Company shall each utilize their respective best efforts to uphold the District, the Development Program, this Agreement and the City's authority to enter into this Agreement and the validity and enforceability of the District, the Development Program and this Agreement, including without limitation opposing, to the extent permitted by law, any litigation or proceeding challenging such authority, validity or enforceability.

Section 11.13 Indemnification.

The Company shall at its own expense defend, indemnify, and hold harmless the City, its officers, agents, and employees from and against any and all liability, claims, damages, penalties, losses, expenses, or judgments relating in any manner to, or arising out of the Development Program or this Agreement, except to the extent that such liability, claims, damages, penalties, losses, or expenses, result in whole or in part from any negligent act or intentional omission of the City, its officers, agents, employees or servants. Company shall, at its own cost and expense, defend any and all suits or actions, just or unjust which may be brought against City upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen, and suppliers. In cases in which the City is a party, the City shall have the right to participate at its own discretion and at its own expense and no such suit or action shall be settled without prior written consent of the City. Notwithstanding any other provision of this Agreement, this section shall survive any termination of this Agreement.

In the event of any litigation or proceeding challenging this Agreement or the authority of the parties to enter into or perform hereunder, the Company shall indemnify and hold harmless the City against all costs, including the cost of defense and legal fees resulting from such challenges. Provided, however, that if the Company assumes the defense of all challenges, the City agrees to let the Company's attorney represent both parties at Company's expense.

SECTION XII CITY COSTS.

The Company shall pay or reimburse the City for all reasonable fees, expenses and other charges of the City and its consultants, including the City's attorneys and the City's Consultant, in connection with the negotiation, execution and approval of this Agreement and the negotiation, approval and approval of the Development Program. The amount of these fees shall not exceed \$500. If this is not done, the City shall deduct such payment due from credit enhancement payments due the

Company. Notwithstanding any other provision of this Agreement, this section shall survive any termination of this Agreement.

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

CITY OF CARIBOU

By _____
Dennis Marker, City Manager
Duly Authorized

Witness

Gagnon Rental Properties, LLC

By _____
Name:
Its:
Duly Authorized

Witness

Exhibit A: Gagnon Office Site



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



MEMO

TO: City Council
FROM: Dennis Marker, City Manager
RE: Functions of Library and Nylander Museum
DATE: April 16, 2021

DISCUSSION ITEM

Ms. Hope Rumpca, City Librarian, recently submitted a letter of resignation to be effective in August. While we will miss Hope's contagious optimism and exclamations of love and joy for learning, we wish her and her family well as they move to Alaska.

While planning to advertise for a new City Librarian, I would like to propose that the new Librarian's duties include oversight of the Nylander Museum as a special collection. There are many parallel activities conducted with collections maintenance, expansion, accessibility, programming, and public engagement needed at both venues. This new assignment would include the city hiring a part-time special collections staff member that can help with collections management in both buildings, would give direct supervision of Nylander personnel and operations to a department head instead of the volunteer Nylander Board, and provide expertise necessary to complete assessments of the museum and its collection.

As part of this effort, Dr. Anastasia Weigle, former Caribou Librarian and current volunteer in the Caribou Archives is recommending that the city fund an assessment of the Nylander Museum. The assessment would look at the collection and the management policies and practices in place. It would outline needed changes, recommendations for improvement, and can include potential methods of increasing revenues. These assessments can run \$5,000-8,000 and would take 1-2 weeks to conduct. This assessment would essentially be a game plan for the Nylander and a guide for the new special collections staff to follow.

Due to timing of the assessment and hiring Hope's replacement, the new position would not likely start until 4th Quarter 2021. A 20 hour per week position at that point could have a \$4,000-\$5,000 budget impact. The city budgeted \$7,500 for Nylander wages in 2021.

City Charter requires that any action of the Council to alter any City Department, office or agency, must be adopted by Ordinance. If the Council is agreeable to this plan of action, an ordinance will be drafted for future Council consideration.



MEMO

TO: City Council
FROM: Dennis Marker, City Manager
RE: Public Access Easement on Bennett Drive
DATE: April 30, 2021

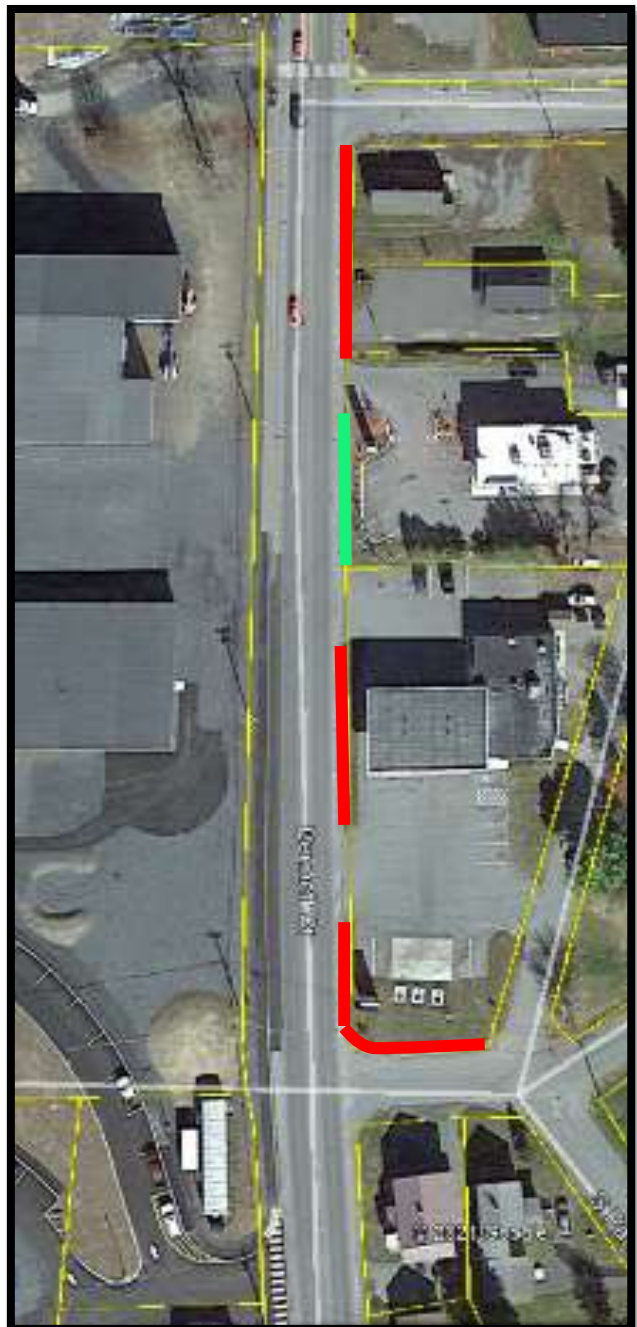
DISCUSSION AND POSSIBLE ACTION

The RSU 39 school project has some final landscaping and site improvements to finish. One of those planned improvements is 360' of sidewalk on the east side of Bennet Drive between the wellness center and Liberty Street. The intent is to provide an improved path for pedestrians so there is less potential for pedestrian/vehicle conflicts along the Bennett Drive shoulder.

There is sidewalk along Dunkin Donuts now (see green length in Figure), but several lengths are still needed to complete the planned work (see red lengths in Figure). The proposed (red) sidewalk will be on private property and thus require approval from the property owners. The RSU is willing to engage the property owners and acquire public access easements for the sidewalk.

The sidewalks would be made of asphalt materials and would require long term maintenance similar to other sidewalks in the city.

The RSU is asking the city to accept the access easements and improvements if the RSU provides all costs associated with their acquisition and installaiton.



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



MEMO

TO: City Council
FROM: Dennis Marker, City Manager
RE: Collective Bargaining Agreements with City Unions
DATE: April 30, 2021

Information pertaining to the collective bargaining agreements will be shared and discussed with the City Council under executive session. All information is confidential in accordance with state statute and agreed terms of negotiation. The agreements will be public documents after approval by the City Council and the respective bargaining units.

**Housing Choice Voucher Program
Mainstream Voucher Program**

WAITING LIST STATISTICS

	Jan-21	Feb-21	Mar-21	YTD
Applicants in Jurisdiction	25	31	9	65
VAWA Preference	0	0	2	2
Veteran's Preference	0	0	0	0
Natural Disaster	0	0	0	0
Living in Caribou	14	18	4	36
Mainstream	4	5	1	10

HOUSING CHOICE VOUCHER PROGRAM

	Jan-21	Feb-21	Mar-21	YTD
HUD Allocated Vouchers	193	193	193	1930
Total Vouchers Leased	184	186	185	370
Port Out Vouchers	3	3	3	9
Homeownership Vouchers	1	1	1	3
All Other Housing Choice Vouchers	180	182	181	543

YTD Openings	9	7	8	24
Vouchers on Street	5	5	9	19

Total HAP Expense	\$ 78,718	\$ 79,975	\$ 80,040	\$ 238,733
All Other Voucher	\$ 72,164	\$ 72,302	\$ 72,271	\$ 216,737
Utility Reimbursements, Participants	\$ 174	\$ 289	\$ 282	\$ 745
Port Out Payments	\$ 1,144	\$ 1,161	\$ 1,199	\$ 3,504
Homeownership HAP	\$ 300	\$ 300	\$ 300	\$ 900
FSS Escrow, Participants Account	\$ 4,936	\$ 5,923	\$ 5,988	\$ 16,847

Ave. Per Unit Cost	\$ 428	\$ 430	\$ 433	\$ 645
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Lease Up Rates	Jan-21	Feb-21	Mar-21	YTD
HUD Allocated -vs- Leased	95%	96%	96%	96%
HUD Funded -vs- HAP Expense	101%	105%	102%	103%

MAINSTREAM VOUCHERS

	Jan-21	Feb-21	Mar-21	YTD
Number of Participants	4	4	4	12
Mainstream HAP	\$ 1,766	\$ 1,925	\$ 1,925	\$ 5,616

FOSTER YOUTH TO INDEPENDENCE

	Jan-21	Feb-21	Mar-21	YTD
Number of Participants	1	1	1	3
FYI HAP	\$ 658	\$ 583	\$ 583	\$ 1,824

HOUSING QUALITY STANDARDS INSPECTIONS

	Jan-21	Feb-21	Mar-21	YTD
Initial	4	1		5
Annual Inspection	0	0		0
Tenant/Landlord Requested	0	0		0
				0
Other, Public Housing Authority Inspections	0	0		0

SPECIALITY PROGRAM - FAMILY SELF-SUFFICIENCY

	Jan-21	Feb-21	Mar-21	YTD
Number of Participants	42	44	43.00	129
Number Earning Escrow	15	17	19.00	51
FSS Escrow, Participants Account	\$ 4,936	\$ 5,923	\$ 5,988	\$ 16,847
FSS Famlies, Disbursement	1	0		1
FSS Disbursement Amount	\$ 215.00	\$ -		\$ 215
FSS Graduate, Families	1	0	2	3
FSS Graudate, Escrow	\$ 6,430.00	\$ -		\$ 6,430
FSS Forfeiture, Families	1	0		1
FSS Forfeiture, Escrow	\$ 1,688.00	\$ -		\$ 1,688

CHA Bulletin

Published by Caribou Housing Agency for Section 8 Housing Choice Voucher Participants and Landlords
Spring 2021



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Caribou ME 04736

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Monday – Friday
8:30 AM – 4:30 PM



EVERYONE WHO APPLIES FOR HOUSING HAS THE RIGHT TO BE TREATED EQUALLY

April is National Fair Housing Act, an act that was established a mere seven days after the assassination of Martin Luther King, Jr. Originally, in 1968 the Federal Fair Housing Act only protected four classes of people. Those were: religion, national origin, race and color. Throughout the years, several amendments were made to the Act, adding more classes. Today, there seven protected classes:

Color	Disability	Familial Status
National Origin	Race	Religion
	Sex	

According to the National Fair Housing Alliance (NFHA), in 2019, about 28,800 housing discrimination complaints were filed; 86.75% of those in rental housing. Discrimination is not always obvious.

Advertising: Using phrases such as “great for a couple” or “nice quiet mature neighborhood”. Instead of describing the ideal tenant, it is best to focus on the best qualities of the rental unit.

Screening Applicants: Screening a potential tenant is not against the law, if the landlord follows the same policies and practices for EVERY potential tenant. While questions about prior tenancies may be asked, landlords should not ask questions such as “how many children” they have. It is better to ask how many household members may be living in the unit.

Reasonable Accommodation: First and fore-most it is illegal to deny housing to a person with a service animal. Disability is a protected class. Whether or not the landlord allows pets, the landlord must not use a service animal as the basis for denying housing to a prospective tenant.

Apartment Rules: Many landlords have “house rules” which apply to all residences of a unit. It is important that they be written using phrases like “residents or guests” instead of singling out a specific group such as children.

(continued page 2)

Fair Housing cont.

Reasonable Modifications: Sometimes a potential tenant may need modifications to a unit to use it (i.e., wheelchair ramp, or grab bars in bathroom). Depending on the request landlords, may require the tenant to pay for the modification or remove them from the unit when they leave.

Do your research. At the federal level, the Fair Housing Act only protects seven classes of people. Many states have enacted laws that extend this coverage to more classes of people. In Maine, the Maine Human Rights Act (“MHRA”) has protected classes for housing. Those protected classes are race, color, national origin, ancestry, sex, sexual orientation, physical or mental disability, religion, familial status, and receipt of public assistance (i.e., General Assistance, and rental assistance).

For more information on housing discrimination under the Fair Housing Act, look at:

https://www.hud.gov/program_offices/fair_housing_equal_opp/fair_housing_act_overview# The Fair Housing



INSPECTION SEASON IS JUST AROUND THE CORNER

In just a couple of months, Caribou Housing Authority will start setting up Housing Quality Standards (HQS) Inspection appointments on units that were not inspected last year (2020) and on new lease ups that have not been inspected yet. We want to make your HQS inspection process run more smoothly and eliminate unnecessary failed items. Here are some tips straight from the inspector’s tool belt!

1. Conduct inspections yourself through the year and especially a week or two prior to the scheduled inspection. This will enable you to make necessary repairs in a proactive manner.
2. During your inspection, check batteries in all smoke detectors and carbon monoxide detectors and replace as needed.
3. Working ground-fault circuit-interrupted (GFCI) protection must be installed for all outlets within 6’

of any water source (i.e., kitchen/bathroom/laundry area).

4. All oil and gas furnaces and boilers must be serviced annually and a dated inspection tag must be affixed to the burner.
5. All living rooms and bedroom must have at least one window.
6. Significant deteriorated interior and exterior painted surfaces will be failed even if there is not a child under the age of 6 in the unit.
7. All bedroom and rooms used for sleeping must have an egress window which provides a minimum clear area of 5.74 square fee and meets NFPA 101 Life Safety Code.
8. Uncovered light fixtures, light fixtures without bulbs, or light fixtures hanging by wires will be marked as failed.
9. Bathrooms without an openable window, must have a working exhaust fan.
10. Caribou Housing Authority inspectors will not conduct an HQS inspection without a person 18 years of age or older present in the unit.

ODDBALL HOLIDAYS TO CELEBRATE

April 25th – World Penguin Day
April 30th – National Honesty Day

May 11th – Eat What You Want Day
May 14th – Dance Like a Chicken Day
May 31st – World No Tobacco Day



June 8th – Best Friends Day
June 26th – Forgiveness Day

July 1st – International Joke Day
July 10th – Teddy Bear’s Picnic Day
July 26th – Uncle and Aunt Day

SECURITY DEPOSIT, A CHALLENGE FOR MANY



As a tenant, you are going to face many challenges. Security deposit conflicts represents one of the most common. These conflicts often arise when property damages are left behind after you move out. You may think that you returned the property in good condition, but the landlord may think otherwise. Luckily, state law helps regulate and protect both parties.

But first things first – ***what is a security deposit?*** Simply put, a security deposit is a sum of money that a tenant gives to the landlord that is separate from a rent payment. Its purpose is to cushion the landlord if a tenant breaks or violates their lease agreement.

The state of Maine, like all other states in the nation, has laws structuring how landlords should handle their tenant's security deposit. The following are frequently asked questions about Maine's Security Deposit law.

- ***How much can a landlord charge for a security deposit?*** A landlord cannot require a security deposit equivalent more than the rent for 2 months for a rental dwelling.
- ***When should a landlord return a tenant's security deposit?*** Per Maine law, landlords must either return all your security deposit or send you a letter telling you why he is not giving some or all of it back. He must send this letter to your "last known address". Therefore, you should give your landlord your new address, or make sure your mail is being forwarded so that you will receive the letter.
 - If you are a tenant at will (no written lease), the landlord has 21 days after you move out to either give back the deposit or send you the letter.
 - If you have a lease, check to see what it says. If there is nothing mentioned in the lease about return of a deposit, or the lease gives more than 30 days, then the landlord has 30 days to return the deposit or send you a letter.
- ***Why would a landlord keep a security deposit?*** Security deposits are there to protect landlords in the event of lease violations by the tenants. Landlords may keep all or part of the security deposit to cover damages beyond normal wear and tear, nonpayment of rent, or nonpayment of utility charges that the tenant was required to pay.
- ***What is normal wear and tear?*** Some examples of damage and wear and tear may be:
 - Broken/missing blinds
 - Excessive wall damage
 - Broken tiles/torn linoleum
 - Excessive dirty kitchen appliances
 - Broken washer/dryer
 - Pet damage
 - Broken windows/screens
 - Tears/burns in carpet
 - Excessive dirty bathroom
 - Broken/severely damaged kitchen/bathroom cabinets
- ***What if a landlord fails to return the security deposit?***
 - 1) Contact the landlord and ask for the security deposit back.
 - 2) If the 21 or 30 days has gone by and you still don't have the deposit, send your landlord asking for the return of the deposit within 7 days. Write that if your deposit is not returned, you may bring legal action.
 - 3) If you still have not received your deposit, you may sue your landlord in Small Claims Court.

(Per Maine Statute Title 14, Chapter 710-A; Pine Tree Legal, Rights of Tenants in Maine)

LANDLORDS' CORNER

Q. *A tenant wants to move into another one of my rental unit; they can do that any time they want, right?*

A. No! The contract you signed is for the inspected unit only. If the tenant wants to move into another one of your unit, the tenant must notify Caribou Housing Authority. A new Request for Tenancy Approval form will need to be completed along with a new Housing Quality Standards Inspection on the new unit. The new unit will need a passed inspection, lease and contract before the tenant can move in. HUD will not pay on a unit that has not passed inspection.

Q *What happens when a tenant abandons a unit and their things? Will I still get paid from Caribou Housing Authority?*

A. You need to report a tenant who abandons their unit immediately. You will be able to keep the payment you already received for the current month. For example: You received payment on the 1st, the tenant abandons the unit on the 10th you find out on the 15th and report to CHA. Any payment you receive after the month they abandoned the unit, however, will be considered an overpayment that you would be required to pay back to CHA. To prevent any overpayment, report the abandonment of your units as soon as you are aware.



EVICTIION MORATORIUM **EXTENDED TO JUNE 30,** **2021**

Monday, March 30, 2021, just two days before the expiration of the federal eviction moratorium was due to expire, the Centers for Disease Control and Prevention extended the order through June.

WHAT LANDLORDS NEED TO KNOW ABOUT VAWA

Violence Against Women Act (VAWA) outlines some landlord responsibilities. The rule does not prohibit owners from terminating assistance or evicting a tenant if a landlord can demonstrate an actual or imminent threat to other tenants or those employed at or providing services to the property (See 24 CFR 5.2005(d)(3)). Eviction or termination of assistance should only be used by a landlord when there are no other actions or remedies to reduce or eliminate the threat. The following actions may be considered to reduce or eliminate an "actual and imminent" threat:

- Barring the perpetrator from the property
- Changing the victim's locks
- Installing basic security features (better lighting or alarms)
- Encouraging the victim to seek an emergency move
- Allowing an early lease termination • Allowing the victim temporary absence from the assisted unit
- Helping the victim access available services and support and/or directing him or her to Caribou Housing Authority for assistance.

In screening potential tenants, landlord cannot discriminate based on any past or current VAWA claim that a victim may have filed. For participants, it may allow Caribou Housing Authority to offer assistance or otherwise provide service referrals to the victim.



24 Hour Hotline
1-800-439-2323

How can the 24-hour hotline help me?

Whether you are experiencing abuse and violence or you know someone
Calling Hope and Justice Project's hotline gives you access to a range of free services including:

- Confidential support with a trained advocate
- Someone to help you talk through what happened
- Develop a safety plan with advocate
- Advocate will help you without judgement & offer you options so you can decide what's best for YOU
- Advocate will provide local resources that can assist with your next step toward healing & recovery

COVID-19 has changed many things, but WE ARE STILL HERE to help & listen



PORTABILITY: MOVING WITH CONTINUED VOUCHER ASSISTANCE

One of the many benefits to the Housing Choice Voucher Program (Section 8) is the ability to move with housing assistance. It is important to know what you can and cannot do when it comes to moving in this program.

Moving to Another Jurisdiction, aka Portability Housing Choice Voucher Portability allows you to move to a unit outside the city

limits of Caribou and take your voucher with you. You are eligible for Portability if you either lived within the jurisdiction of Caribou when you first applied for a voucher or you have lived in your current unit on the HCV program longer than 12 months. If you are eligible, you can move anywhere in the country where an HCV program exists. However, you should know that every housing agency has its own set of rules. For example: → Differing Payment standards (how much rent is allowed for a unit) → Bedroom size may change I

Instructions: Portability Move Out Process You will need to:

1. Complete a "Notice to Vacate" at least 30- days prior and no more than 60 days prior to moving from your current unit.
2. Complete a "Portability Request Form" including the Housing Authority contact information you would like to move to.
3. Your Housing Specialist will provide the portability paperwork and have you sign the portability voucher.
4. Your Housing Specialist will send all required paperwork to the receiving Housing Authority.
5. You will need to contact the receiving Housing Authority to schedule an appointment.

SPRINGTIME & YARD CLEAN UP!

If you want to burn any brush this spring or have a campfire in your backyard, you need a burn permit. For a \$10.00 fee per calendar year, stop by the Caribou Fire Department, 121 High Street, to pick yours up today.

Any person who is found to be burning without a permit, could be charged with a Class E Crime.

Fires MUST be attended at all times! For any fires that get out of control, the permittee may be liable for suppression cost up to \$10,000, in addition to any damages caused to life or property.

Don't take the chance - get your burn permit today.



Caribou Fire Department



Open Burning Information





- Any and all open burning (Including, Campfires, Brush, Leaves, Agriculture) **Requires a burn permit.**
- Permits can be revoked at any time due to fire danger levels.
- NO** barrel burning allowed in Caribou

ALWAYS HAVE MEANS OF EXTINGUISHING FIRES THAT MAY GET OUT OF HAND.



DID YOU REMEMBER TO REPORT YOUR CHANGES?

To be able to assist participants in an efficient and timely manner, the Housing Agency requires that participants report **ALL** changes to their household:

The following updates must be reported in writing:

- Request to add a new household member
- Household member moved out
- New household income
- Increase/decrease in household income

Any/all changes must be reported to the Caribou Housing Agency **within 10 days** of the change/addition. Failure to report the change within a timely manner could result in a breach in your Family Obligations, and possible termination of your Section 8 Voucher assistance.

For more information, contact the Caribou Housing Authority.
