CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is hereby given that the City Council of Caribou will hold a Regular City Council Meeting on **Tuesday, May 27, 2025**, in the Council Chambers located at 25 High Street, **6:00 pm**.

THE MEETING WILL BE BROADCAST ON CABLE CHANNELS 8 & 1301 AND THE CITY'S YOUTUBE CHANNEL.

- 1. Roll Call / Determine Quorum
- 2. Call Meeting to Order
- 3. Invocation / Inspirational Thought
- 4. Pledge of Allegiance
- 5. Declaration of any Conflict of Interest
- 6. 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)

7.	Acceptance of Minutes	<u>Pages</u>
	a. April 28, 2025, City Council Regular Meeting minutes	02-12
8.	Bid Openings, Awards, and Appointments	
	a. Recognizing Sue Ouellette and David Ouellette on their retirement	13
	b. Public Works' Belanger Road culvert project bids	14
	c. City Office janitorial contract bid	15-20
9.	Public Hearings and Possible Action Items	
	a. Public hearing for liquor license approval for Jade Palace	21-32
10.	. Reports by Staff and Committees	
	a. April Financial Reports – Finance Director	33-52
	b. Parks & Rec Foundation project – Caribou Mill Pond (CDS funded)	53-81
	c. Committee Reports: Highway Protection, Municipal Buildings, Public Safety Building	82-85
	d. City Manager's Report	86
11.	. Unfinished Business	
	a. Tax Acquired property process update	87-109
	b. Property tax abatement request	110-113
	c. Medical cannabis caregiver retail update	114-123
	d. Acceptance of deed – 49 Herschel Street	124-132
12.	. New Business, Ordinances and Resolutions	
	a. Maine DOT Greenlaw Brook Bridge #5625 detour route	133-140
	b. Maine DOT Slope Stabilization & Safety Improvements on Grimes Road	141-156
	c. Library Policy Manual – Library Director Peter Baldwin	157-227
	d. Police department schedule change, adoption of MOU	228-231
	e. Fee Schedule for EMS event support when required	232-239
	f. Auditor letter to be reviewed and accepted by City Council	240-247
	g. June 10, 2025, RSU#39 Budget Validation warrant	248-253
	h. Introduction of Ordinance 1, 2025 Series, Anti – Blight Ordinance	254-260
	i. Introduction of Ordinance 2, 2025 Series, Anti – Nuisance Ordinance	261-264
13.	. Reports and Discussion by Mayor and Council Members	<u>Reports</u>
14.	. Next Regular Meetings: June 16, 2025	265-302

- 15. Executive Session(s) (May be called to discuss matters identified under MRSA, Title 1, §405.6)
 - a. Executive Session for union negotiations pursuant to 1 MRSA §405.6.D (Fire Department Union)

16. 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 Clerk 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:	:	Danie	lle	Brissette,	City	Cle	rk

MEMO

To: Mayor and City Council Members From: Penny Thompson, City Manager

Date: May 27, 2025

Re: City Council Meeting Minutes



Tonight, the City Clerk and City Council Secretary has minutes for the previous meeting on April 28, 2025.

Requested Action

Please review.

Motion to accept the minutes of:

April 28, 2025, Regular City Council meeting

Second

Discussion

Vote

Council Agenda Item #1: Roll Call

The Caribou City Council held a regular City Council meeting on Monday, April 28, 2025 in the Council Chambers with the following members present: Mayor Boma, Deputy Mayor Smith, Councilors Lovewell, Theriault and Watson. Councilor Kelley was present via Zoom. Councilor Bagley was absent from the meeting.

Council Agenda Item #2: Call Meeting to Order

Mayor Boma called the meeting to order at 6:00 PM.

Council Agenda Item #3: Invocation/Inspirational Thought

Deputy Mayor Smith read the invocation.

Council Agenda Item #4: Pledge of Allegiance

Mayor Boma led the Pledge of Allegiance.

Council Agenda Item #5: Declaration of any Conflict of Interest

There were no declarations made.

Council Agenda Item #6: Public Forum

Mayor Boma read the rules for addressing the City Council.

Bruce Hagelstein, Caribou Resident

Mr. Hagelstein came in concerning last month's meeting about the budget. He stated that the department heads should have their feet held to the fire because they were given a letter asking to cut their budgets by 10%, and he is disappointed that it did not happen. He extended an offer to go through the budget and perform the 10% cuts for each department.

Michelle Blackstone, Caribou Resident

Ms. Blackstone came in tonight to express her frustration regarding the lack of response to the flood on Grimes Rd. She stated that several tax paying residents were stranded for 3 days surrounded by high flood waters and that her 78-year-old father was included. The unfortunate event happened over a weekend, and timing was poor, but emergencies don't always happen Mondy to Friday. Ms. Blackstone explained that nobody reached out to make her father aware of the sudden rise in the flood levels, or to check if he needed anything. She explained that postings were plastered on Social media, but that her father does not have Facebook or any similar mediums. Ms. Blackstone continued that a simple phone call to her father to make him aware of the situation. Ms. Blackstone stated that on Saturday evening she learned from AKEMA that they needed to be contacted by the City manager to engage any type of Action. She explained that her hope going forward, is a clear chain of command and accountability will be developed so that the situation isn't handled in the same way again.

Alexsea Cholewa, Caribou Resident

Ms. Cholewa came in to explain that there have been several failed businesses over the years, and that Richardson's is more then just a place for Cannabis. She explained that they give back to the community, they make donations to different events such as the Mud Bowl and by hosting a fireworks show over the Forth of July.

Scott Walker, Caribou Resident

Mr. Walker came in because he would like a tax abatement on his property and has been asking since 2021. He explained that he believed that he would have been in executive session to discuss the abatement.

Manager Thompson explained that he would need to complete his application for the abatement before it would be discussed in Executive session. She also informed him that the next board of Assessors Meeting would be on May 7, 2025.

Jim Cyr, Caribou Resident

Mr. Cyr came in regarding his concern for cannabis sales. He explained that he believes that he appreciates the businesses in Caribou, but that there should be limited access to cannabis. He explained that there have been decades of results and that the city should stand strong.

Jennifer Belcher, President of Cannabis Union

Ms. Belcher came in to speak about the medical cannabis ordinance. She explained that the state law language has changed, and she would like to assist the City with bringing their ordinance up to date to allow current shops to continue to operate. The proposed ordinance would allow Cannabis caregiver shops that were operating prior to 2018 permission to continue to operate. She explained that they are not asking for a change just for the city to follow along with the state law.

Rona Hart, Caribou Resident

Ms. Hart came in to speak in support of Richardsons Remedies and a proposed ordinance change. She explained that Richardsons is not just a place to go because you want it. She explained that she was hooked on other medications and with their help she was able to get away from those and get back parts of her life that she had lost. She explained the personalized care and how they would listen and even call her to check up on her to see how she was doing. She said using their remedies helped to calm things down.

Lisa Groff, Caribou Resident

Ms. Groff explained that she is a cancer survivor and that she has used medical marijuana as part of her treatments. She explained that the treatments are helpful to people in need.

James Bacon, Caribou taxpayer

Mr. Bacon explained he is an adult use cultivator. He would like to use his shop on Washburn Street in Caribou to be able to cultivate cannabis rather than renting other locations when he has one that he could use.

Derrell Richardson, Caribou Resident

Mr. Richardson came in and stated that he needs permission to continue to run as in the past. He stated that the location would be strictly medical and that he would like to have the City's support.

Sandra Hill, Treasurer of the Maine Cannabis Union

Ms. Hill came to offer her support and background experience with medicinal cannabis. She explained that she has worked in the medical profession for many years and that cannabis has helped many people.

Council Agenda Item #7: Minutes

- a. January 2, 2025, City Council Organizational Meeting Minutes
- b. January 13, 2025, City Council Regular Meeting Minutes
- c. January 27, 2025, City Council Regular Meeting Minutes
- d. February 24, 2025, City Council Regular Meeting Minutes
- e. March 10, 2025, City Council Regular Meeting Minutes
- f. March 17, 2025, City Council Regular Meeting Minutes

Motion was made by Deputy Mayor Smith, seconded by Councilor Watson to move the slate and accept all of the City Council minutes as presented.

Roll Call Vote: J. Kelley – Yes, T. Lovewell – Yes, J. Theriault – Yes, P. Watson – Yes, C. Boma – Yes (So voted)

Council Agenda Item #8: Bid Openings, Awards and Appointments

a. Civil Air Patrol

Deputy Mayor Smith explained that on April 23rd City Manager Penny Thompson was pleased to be able to attend a ceremony held at the VFW in Caribou which honored four Civil Air Patrol members who received the Brigadier General Billy Mitchell award to commemorate their completion of Phase II of the Civil Air Patrol Cadet Program. This award recognizes sustained excellence in all four areas of cadet life: leadership, aerospace, fitness and character.

At the ceremony last week, the cadets were joined by Colonel Mark Hyland, the Wing Commander. They received sentiments from Maine Governor Janet Mills, both houses of the Maine Legislature, U S Representatives Jared Golden and Chellie Pingree, and United States Senators Angus King and Susan Collins.

This evening the Caribou City Council would like to commend the Cadets Abigail Mierzwa, Gloria Dionne, Ian Lister, and Reece Lister on their achievements.

Mayor Boma presented the cadets with certificates congratulating them on their achievements.

b. Recognition of CCS Show Choir – Gold Recipients

Deputy Mayor Smith explained that Caribou Citizens have a lifelong interest in all aspects of music. A love of music is often instilled through our Caribou School department with programs like band, strings, and choir. From an early age, young people sing in their church choir and start dance lessons at the Maine Dance Academy. Over the years, several national acts have played at the Caribou Performing Arts Center and on Thursdays on Sweden Street, the local bands play to an enthusiastic crowd. It is safe to say that performing is a passion shared by many in our community.

The Caribou City Council is pleased to welcome members of the Caribou Community School Show Choir to be recognized for their dedication to this vibrant music program that combines singing with choreographed dancing. Your success continues the long-standing tradition of Show Choir and Jazz Choir in the Caribou School System, thanks to talented and devoted program staff. Students and advisers, your commitment to learning the songs and dance routines and hours of practice paid off with a "Gold" at the state level competition.

It is also an acknowledgement of the parents who devote a significant amount of effort into promoting their child's participation in musical theater. From providing rides and snacks for practice to sewing costumes and listening to the same songs hundreds of times to cheering on the performances downstate, it's the parents who provide love and encouragement for this high level of creativity and self-expression.

In addition to team Gold, the CCS show Choir won the Choreography Award, and several musicianship awards came home to Caribou for Bailey Cochran, Bella Belyea, and Benson Belanger.

Mayor Boma presented the students and staff members of the CCS Show Choir with certificates.

Sadie Hunter Michaela Rhinebolt

Emma Graves Morgan Lahey

Mallory Maynard Meredith Lahey

Katelyn Stedman Izzy Goodwin

Isabella Albert Benson Belanger*

Marleia Stevens Isabella Belyea*

Brooklyn Boutot Quinn Gervais

Bailey Cochran* Alexa Guyette

Hailey Johnson Sophia Beaulieu

Georgianna Anderson Camilla Boma

Evan Hamilton Jorja Raymond

Elizabeth Powers Ava Rosser

Jack Gibson Adilynn Powers

Kaydence Mauny Paityn Wing

Lexie Ouellette Emma Adams

Nevaeh Anderson

Amy Hunter, CCS Show Choir Director

Amy Stedman, CCS Show Choir Assistant

c. Recognition of CHS Jazz Choir – Gold Recipients

Deputy Mayor Smith explained that the Caribou City Council is pleased to welcome members of the Caribou High School Jazz Choir to be recognized for their dedication to elevating their musical performance and interpretation skills. Students and advisors, your perfect harmony and hours of practice paid off with a "Gold" at the state level competition for the Jazz Choir.

A signature feature of the Jazz Choir is the rhythm section, so we also give our thanks to: Rebekkah Willey, Jennifer Holmes and Kjetil Rossignol for the part they played in the success of these students.

Sincere appreciation goes to the parents and other family members of these talented student performers. It has been said that the community is a strong supporter of the musical arts in the Caribou Schools, from donating set supplies to food to travelling to cheer on the choirs during their competitions. The value of this support cannot go unrecognized

In addition to earning a team Gold at the state competition, the CHS Jazz Choir won several musicianship awards for Aydin St. Pierre, Heather Gustin, Madison Thibault, and Sadielee Violette.

Mayor Boma presented the students and staff of the CHS Jazz Choir with certificates.

^{*} Asterisk denotes that this student also received a musicianship award at the state competition.

Chloe Boma Madison Thibault*

Aydin St. Pierre* Kaytlin Crouse

Heather Gustin* Kassidy Saucier

Maggie Bell Emmett Singer

Dean Gibson Jadyn Holmes

Madelyn Cote Amy Hunter, CHS Jazz Chori Director

Charlotte Plourde Amy Stedman, CHS Jazz Choir Assistant

Trevor LaPlante

Elizabeth Robbins

Sadielee Violette*

d. Public Works' materials results of bid openings

Councilor Boma explained that the Public Works department solicited bids for materials that have been budgeted for use in 2025.

Dave Ouellette, Public Works Director presented the Council with the bid results and was available to answer questions regarding the results and prior experience with products.

Motion made by Deputy Mayor Smith, seconded by Councilor Watson to accept the following bids:

Culverts 2025	Paris Farmers	South Paris, ME	\$17,158.00
Street Paint 2025	Haney's Building Supply	Caribou, ME	\$12,584.30
Shim & Patch 2025	Northeast Paving	Presque Isle, ME	\$81.00
Country Paving 2025	Northeast Paving	Presque Isle, ME	\$91.40
In Town Paving	Trombley Industries	Limestone, ME	\$97.65
Sand 2025	JBBC Sand	Fort Kent, ME	\$16.45

Roll Call Vote: J. Kelley – Yes, T. Lovewell – Yes, J. Theriault – Yes, P. Watson – Yes, C. Boma – Yes (So voted)

e. Appointments to fill open board/committee positions

Mayor Boma explained that there are two appointments to be made to citizen committees, one on the Caribou Riverfront Redevelopment Committee and one on the Citizen's Airport Advisory committee. These will fill positions that are currently vacant due to the resignation of Andrea Flannery.

^{*} Asterisk denotes that this student also received a musicianship award at the state competition.

Motion made by Deputy Mayor Smith, seconded by Councilor Watson to appoint Ken Murchison to the Caribou Riverfront Redevelopment Committee and Shane McDougall to the Airport Advisory Committee, each for the remainder of the term expiring December 31, 2025.

Roll Call Vote: J. Kelley – Yes, T. Lovewell – Yes, J. Theriault – Yes, P. Watson – Yes, C. Boma – Yes (So voted)

f. Unsolicited bids on tax-acquired properties received

Mayor Boma explained that there have been discussions since the Tyler vs. Hennepin County Supreme Court decision about the properties that have been tax-acquired by the City of Caribou prior to that decision. After that decision, the City has been waiving foreclosure on tax-acquired properties.

The City has continued to receive interest in the properties currently held. Graydon Mahoney has expressed interest in 15 Nancy Street because he owns a neighboring property. Additionally, the Northern Financial Home Mortgage Corporation has offered to purchase several properties which are listed on the following page.

Unfortunately, the State has dictated a process to sell properties that have been acquired through the automatic lien foreclosure process. Since the City of Caribou has not gone through this process on these properties, they cannot be sold at this time.

Deputy Mayor Smith stated that the City should come up with a plan to deal with our tax acquired property situation and possibly put out an RFQ for realtors.

Manager Thompson explained that there would be several different steps to the process including brokers, and appraisals.

Motion made by Deputy Mayor Smith, seconded by Councilor Watson to reject the unsolicited bids on the tax acquired properties.

Roll Call Vote: J. Kelley – Yes, T. Lovewell – Yes, J. Theriault – Yes, P. Watson – Yes, C. Boma – Yes (So voted)

Council Agenda Item #9: Public Hearings and Possible Action Items

a. No public Hearings at this meeting

Council Agenda Item #10: Reports by Staff and Committees

a. February and March Financial Reports – Finance Director

Carl Grant (Finance Director) reviewed the February Financial report for the City of Caribou.

Deputy Mayor Smith asked about accounts such as Tax Acquired tax account balances and mobile home park balances and if the money could potentially be moved and the accounts closed.

Mr. Grant explained that it is something that could be done.

Motion made by Deputy Mayor Smith, seconded by Councilor Watson to accept the February Financial report as presented.

Roll Call Vote: J. Kelley – Yes, T. Lovewell – Yes, J. Theriault – Yes, P. Watson – Yes, C. Boma – Yes (So voted)

Mr. Grant reviewed the March Financial report for the City of Caribou.

Councilor Watson explained that regarding the comments made earlier regarding the budget, there is still time, they are not pretending that there are no cuts available but are planning to look at it more in the future.

Motion made by Deputy Mayor Smith, seconded by Councilor Lovewell to accept the march Financial Report as presented.

Roll Call Vote: J. Kelley – Yes, T. Lovewell – Yes, J. Theriault – Yes, P. Watson – Yes, C. Boma – Yes (So voted)

b. Committee Reports: Airport and Police Station

Mayor Boma explained that there has been a City Council Public Safety Building Committee that met on Thursday April 24 to finalize decisions relating to the RFP for the Police Station project. The project officially goes out for bid today. It will be advertised in various places and sent to contractors who have expressed interest in the project.

Some significant dates are:

Option pre-bid meeting: May 21, 2025 at 1:00 pm in person and via zoom Bid Opening: June 12, 2025 at 2:00 pm in person and via zoom Information will be available on the City's website.

Councilor Bagley is absent from the meeting but details regarding the airport meeting can be found on page 114 of the City Council Packet.

c. City Manager's Report

Manager Thompson reviewed the Grant Project updates for April of 2025 and the City Manager's report dated April 28, 2025.

Manager Thompson also thanked Jan Murchison, Christina Kane-Gibson and Mayor Courtney Boma for their continued support and work on the projects. Councilor Watson stated that he would like to see the teachers and county workers tighten their belts like the rest of us with their budgets.

Council Agenda Item #11: Unfinished Business

a. No unfinished business this meeting

Council Agenda Item #12: New Business, Ordinances and Resolutions

a. June 10, 2025, RSU #39 Budget Validation Election Motions

Motion made by Deputy Mayor Smith, seconded by Councilor Watson to set the start time as 8:00 AM, appoint Danielle Brissette as Election Warden, Kristina Drinkall, and Amber Madore as Deputy Wardens for the June 10, 2025 Election.

Roll Call Vote: J. Kelley – Yes, T. Lovewell – Yes, J. Theriault – Yes, P. Watson – Yes, C. Boma – Yes (So voted)

b. Community Resilience Partnership Resolution

Mayor Boma explained that in 2021, the City of Caribou, along with the towns of Washburn and Ft. Fairfield, participated in a pilot program for the Community Resilience Partnership, an initiative of the Governor's Office of Policy Innovation and the Future. During the process, many community stakeholders participated in a series of zoom meetings facilitated by the GOPIF and the Nature Conservancy. At the end, the City received a grant to try the TextMyGov community notification messaging service and the Caribou Fire Department was able to upgrade their emergency response system to "I am Responding".

Something that came out of the pilot program was that communities could enroll in the partnership and become eligible for Community Action Grants to undertake additional planning efforts or to implement the priorities identified with the Community Resilience Self-Evaluation. This was a step that the City of Caribou did not complete. The City of Caribou is hoping to take advantage of grant opportunities in the future, so a resolution needs to be adopted.

Motion made by Deputy Mayor Smith, seconded by Councilor Watson to adopt Resolution #2, 2025 Series, A Resolution of the Caribou City Council to enroll in the State of Maine Community Resilience Partnership.

Roll Call Vote: J. Kelley – Yes, T. Lovewell – Yes, J. Theriault – Yes, P. Watson – Yes, C. Boma – Yes (So voted)

c. Date Change for the City Council May Regular Meeting

Mayor Boma explained that the District Budget Meeting for RSU#39 will be on Wednesday May 21 and the referendum vote on June 10, 2025. Since the City Council is required to countersign the warrant for election passed at the District Budget Meeting, the City Council meeting should be changed from May 19 to May 27 (Monday May 26 is Memorial Day).

Motion made by Councilor Watson to change the date of the May 2025 City Council meeting from Monday May 19, 2025 to Tuesday, May 27, 2025.

Roll Call Vote: J. Kelley – Yes, T. Lovewell – Yes, J. Theriault – Yes, P. Watson – Yes, C. Boma – Yes (So voted)

<u>Council Agenda Item #13:</u> Reports and Discussion by Mayor and Council Members

Councilor Theriault extended her gratitude to Jan Murchison for all of her assistance regarding the work for the new Police Station.

Deputy Mayor Smith stated that he would like to see the City change to a fiscal year rather than calendar year, and reminded everyone of the Circus for the upcoming weekend.

Council Agenda Item #14: Next Regular Meetings: Tuesday, May 27, 2025

<u>Council Agenda Item #15:</u> Executive Session(s) (May be called to discuss matters identified under MRSA, Title 1, §405.6)

Council did not enter into executive session.

Council Agenda Item #16: Adjournment

Motion made by Councilor Watson, seconded by Councilor Theriault to adjourn the meeting at 7:56 PM

Roll Call Vote: J. Kelley – Yes, T. Lovewell – Yes, J. Theriault – Yes, P. Watson – Yes, C. Boma – Yes (So voted)

Danielle Brissette, Secretary

MEMO

To: Mayor and City Council Members From: Penny Thompson, City Manager

Date: May 27, 2025

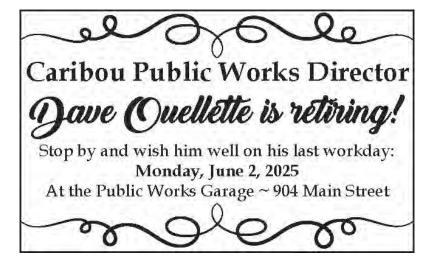
Re: Retirement of Public Works Director David Ouellette and FSS Coordinator Susan Ouellette

Tonight, we recognize the retirement of David Ouellette and Susan Ouellette.

David Ouellette has worked for 27 years with the City of Caribou in the Public Works Department. Dave started as a mechanic and is retiring as the Public Works Director.

Susan Ouellette has worked as the FSS Coordinator in the Caribou Housing Agency department for twelve years. Sue's last day was in April.

We thank Mr. and Mrs. Ouellette for their service to the City and wish them well as they start their next adventure in retirement. Dave's last day is Monday June 2 and all are invited to stop by and wish him well in retirement.



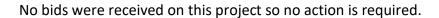


MEMO

To: Mayor and City Council Members From: Penny Thompson, City Manager

Date: May 27, 2025

Re: Public Works' Belanger Road culvert projects bids





MEMO

To: Mayor and City Council Members From: Penny Thompson, City Manager

Date: May 27, 2025

Re: 25 High Street janitorial bids



One bid was received for the 25 High Street janitorial bid solicitation. This is for the cleaning of all three floors of the municipal building. The police department is cleaned more often due to it being a 24-hour facility. The bid came from B & P Cleaners, who currently have the contract for the work at 25 High Street.

There is an increase over the 2024 contracted fee of:

\$967.50 monthly for the two City Office floors

\$1,075.00 monthly for the Police Department

The new contract is attached and proposes these rates:

City Office: \$1,100 monthly for 2025, \$1,125 monthly for 2026, and \$1,150 monthly for 2027.

Police Dept: \$1,200 monthly for 2025, \$1,225 monthly for 2026, and \$1,250 monthly for 2027.

Suggested action:

If acceptable, please make a motion to approve the contract with B and P Cleaners for the janitorial services at 25 High Street and authorize City Manager Penny Thompson to execute the same.

Second

Discussion

Vote

SCHEDULE B-STATEMENT OF QUALIFICATIONS

- * Names and qualifications of principals and staff who will be assigned to perform the work, a summary of their individual roles and responsibilities. Please refer to Section B-2.
- * The firm's professional qualifications and relevant experience, including a list of projects of similar scope.
- * Bidder's capacity to complete the work within the stated deadline(s), if any.

City of Caribou EXPERIENCE STATEMENT

Please answer all questions with clear, comprehensive data; if needed, add additional pages.

I	Name of Bidder.
	BPCLEANERS
ļ	Permanent main office address.
	20 CEDAR ST
	PRESQUE ISLE ME 04769
	When organized.
	6-1-2001
	How many years have you been engaged in the contracting business under your present firm name? Also state names and dates of previous firm names, if any. $24 \sqrt{\text{EARS}}$
	State work of a similar nature to that stated in the Bid Proposal, including 3 references that will assist the City to judge experience, skill and business standing:

7.	General character of work performed by your company.
	COMMERCIAL CLEANING - DATLY CLEANING
	CARPET CLEANING
	FLOOR MAINTENENCE
8.	Have you ever failed to complete any work awarded or defaulted on a janitorial contraction (No) (Yes)
	If yes, where, and why?
9.	List your major equipment available for this contract.
	VACUOMS - WALL MOPS - All CLEANERS
	HYDRO TUBE WINDOW CLEANING SYSTEM
	CARPET EXTRACTORS + MANY MORE
10.	List your key personnel such as Project Superintendent and supervisors available fo this contract.
	JEFF BURT
	JEH IOUKI
11,	List any subcontractors whom you would expect to use and the general components of the Project for which they will be responsible. Indicate other projects on which the proposed subcontractor has worked with you. (If applicable).

Dated at TUESDAY	this 13%	day of/	MAY	, 2025
BP Clanu - Pau	l Morean		l	
(Name of Bidder)	8			
By: Authorized Representative				
Its:				

SCHEDULE C - STATEMENT OF FEES & COSTS

City of Caribou

BID FORM CLEANING SERVICES

In accordance with the Advertisement for the Request for Proposals, Instructions and General Conditions, Specifications and Official Proposal Form, all of which we recognize as part of the

City of Caribou

25 High Street

Office of the City Manager

Cleaning Services Proposal, we submit the following:

Caribou, Maine 04736

To:

BIDDER'S NAME: BPCLEANERS

A. CLEANING SERVICES: Of manner to the following City factorized in Schedules and the services of the control of the services	cilities: City Office and		
B. The City will award the co contract for two additional one			
Contract Year 1 – July 1, 2025 – J	lune 30, 2026		
	Base Monthly Cost Per Building		Base Annual Cost Per Building
a. City Officeb. Police Department	\$ <u>1100</u> \$ <u>1200</u>	X 12 = X 12 =	\$ 13200 \$ 14,400
TOTAL CONTRACT PRICE YE	AR 1		\$ 27,000
CONTRACT PRICE SUM IN W	ORDS:		
TWENTY SEVEN THO (Amounts are to be both words and fig			shown shall apply)

Base Annual Cost Base Monthly Cost Per Building Per Building c. City Office d. Police Department **TOTAL CONTRACT PRICE YEAR 2** CONTRACT PRICE SUM IN WORDS: TWENTY EIGHT THOUSAND TWO HUNDRED (Amounts are to be both words and figures. In case of discrepancy, the written word shown shall apply) Contract Year 3 - July 1, 2027 - June 30,2028 Base Monthly Cost **Base Annual Cost** Per Building Per Building \$ \frac{115000}{2} \text{ X 12 = \$ \frac{13.800.00}{2} \text{ X 12 = \$ \frac{15.000}{2} \text{ X 12 e. City Office f. Police Department **TOTAL CONTRACT PRICE YEAR 3** CONTRACT PRICE SUM IN WORDS: (Amounts are to be both words and figures. In case of discrepancy, the written word shown shall apply)

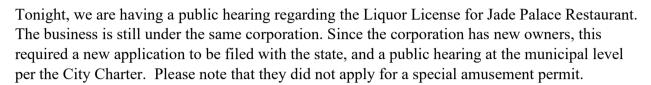
Per work hour charge if additional work is authorized by mutual agreement ________

MEMO

TO: Caribou City Council Members FROM: Danielle Brissette, City Clerk

RE: Jade Palace Liquor License Application

DATE: May 20, 2025



Timeline:

On May 12, 2025 the City Clerk's office received the application from the State of Maine's Liquor Licensing division for Jade Palace Restaurant located at 30 Skyway Drive in Caribou.

On May 15, 2025 payment was received from Jade Palace Restaurant for the liquor license application to be processed and the public hearing advertisement.

Once receiving the application, City Clerk Danielle Brissette forwarded the application to Code, Police and Fire for review, and the premises were called and reminded to submit their license fees to the City.

Code Enforcement (5/14/2025) stated that they would hope that the bathrooms at the facilities would be addressed, and that would be their concern.

Police Department (5/19/2025) stated that they are good with the renewal of the license.

Fire Department (5/20/2025) stated that CFD approves.

Additionally, the City Clerk checked with the state on numerous occasions to see what staff could do to expedite the process.

Recommended Action:

Open the Public Hearing and ask for any comments.

Close the Public Hearing.

Move to "approve the new liquor license for Jade Palace Restaurant as presented and authorize City Manager Penny Thompson to approve the online application through the State of Maine".

Second

Ask for any discussion

Vote



ARTICLE VIII SPECIAL AMUSEMENT PERMITS

Sec. 7-801 Title

This Article shall be known and may be cited as the Special Amusement Article of the City of Caribou, Maine.

Sec. 7-802 Purpose

The purpose of this Article is to control the issuance of special permits for music, dancing or entertainment in facilities licensed by the State of Maine to sell liquor as required by 28 MRSA §702.

Sec. 7-803 Definitions

- 1. Entertainment. For the purposes of this Article, "entertainment" shall include any amusement, performance, exhibition or diversion for patrons or customers of the license premises whether provided by professional entertainers or by full time or part time employees of the licensed premises whose incidental duties include activities with an entertainment value.
- 2. Licensee. For purposes of this Section, "licensee" shall include the holder of a license issued under the Alcoholic Beverages Statutes of the State of Maine, or any person, individual, partnership, firm, association, corporation, or other legal entity, or any agent, or employee of any such licensee.

Sec. 7-804 Permit Required

- 1. Music, dancing and entertainment. No licensee for the sale of liquor to be consumed on his licensed premises shall permit, on his licensed premises, any music, except radio or other mechanical device, any dancing or entertainment of any sort unless the licensee shall have first obtained from the City a special amusement permit.
- 2. Application for permit. Applications for all special amusement permits shall be made in writing to the City and shall state: the name of the applicant; his residence address; the name of the business to be conducted; his business address; the nature of his business; the location to be used; whether the applicant has ever had a license to conduct the business therein described either denied or revoked and, if so, the applicant shall describe those circumstances specifically; whether the applicant, including all partners or corporate officers, has ever been convicted of a felony, and, if so, the applicant shall describe specifically those circumstances; and any additional information as may be needed by the City in the issuing of the permit, including but not limited to a copy of the applicant's current liquor license.
- 3. Compliance with all local laws. No permit shall be issued for any thing, or act, or premises, if the premises and building to be used for the licensed purposes do not fully comply with all ordinances, articles, bylaws, or rules and regulations of the municipality.
- 4. Fee. The fee for a special amusement permit shall be \$30.00, plus publication costs.
- 5. Public hearing. The City Council shall, prior to granting an initial permit and after reasonable notice to the municipality and the applicant, hold a public hearing within 15 days of the date of the request was received, at which the testimony of the applicant

- and that of any interested members of the public shall be taken. Renewals of permits do not need a public hearing and may be authorized by the City Manager.
- 6. Factors in issuing permit. The municipal officers shall grant a permit unless they find that issuance of the permit will be detrimental to the public health, safety or welfare, or would violate municipal ordinances, or rules and regulations, articles, or bylaws.
- 7. Term of license. A permit shall be valid only for the license year of the applicant's existing liquor license.

Historical Note: Sec. 7-804(4) as amended April 8, 2013; Amended by Ordinance No. 2, 2018 Series on April 9, 2018; effective May 9, 2018.

Sec. 7-805 Suspension or Revocation of a Permit

The City may suspend or revoke any special amusement permits which have been issued under this Article on the grounds that the music, dancing, or entertainment so permitted constitutes a detriment to the public health, safety, or welfare, or violates any municipal ordinances, articles, bylaws, or rules and regulations.

Historical Note: Amended by Ordinance No. 2, 2018 Series on April 9, 2018; effective May 9, 2018.

Sec. 7-806 Rules and Regulations

The City Manager or designees are hereby authorized to establish written rules and regulations governing the issuance, suspension and revocation of special amusement permits. These rules and regulations may specifically determine the location and size of permitted premises, the facilities that may be required for the permitted activities on those premises, and the hours during which the permitted activities are permitted.

Historical Note: Amended by Ordinance No. 2, 2018 Series on April 9, 2018; effective May 9, 2018.

Sec. 7-807 Permit and Appeal Procedures

- 1. Notice of decision. Any licensee requesting a special amusement permit from the City shall be notified in writing of the City's decision no later than fifteen (15) days from the date of decision. In the event that a licensee is denied a permit, the licensee shall be provided with the reasons for the denial in writing. The licensee may not reapply for a permit on the same premises within 30 days after an application for a permit which has been denied.
- 2. Appeal. Any licensee who has requested a permit and has been denied, or whose permit has been revoked or suspended, may, within 30 days of the denial, suspension or revocation, appeal the decision to the municipal board of appeals as defined in 30 MRSA §2411. The municipal board of appeals may grant or reinstate the permit if it finds that the permitted activities would not constitute a detriment to the public health, safety or welfare, or that the denial, revocation or suspension was

arbitrary or capricious, or that the denial, revocation, or suspension was not based by a preponderance of the evidence on a violation of any ordinance, article, bylaw, or rule or regulation of the municipality.

Historical Note: Amended by Ordinance No. 2, 2018 Series on April 9, 2018; effective May 9, 2018.

Sec. 7-808 Admission

A licensed hotel, Class A restaurant, Class A tavern or restaurant malt liquor licensee who has been issued a special amusement permit may charge admission in designated areas approved by the municipal special amusement permit.

Sec. 7-809 Penalty

Whoever violates any of the provisions of this Article shall be punished by a fine of not more than Fifty Dollars (\$50) for the first offense, and up to One Thousand Dollars (\$1,000) for subsequent offenses, to be recovered, on complaint, to the use of the City of Caribou.

Sec 7-810 Separability

The invalidity of any provision of this Article shall not invalidate any other part.

Historical Note: Originally effective on July 1, 1978; amended June 4, 1980.

Cross Reference: Chapter 13, Art. I, Sec. 13-107.

ARTICLE XII LICENSES FOR THE SALE OF LIQUOR

7-1201 Purpose 7-1202 Permit Required 7-1203 Suspension of Revocation of a Permit 7-1204 Permit and Appeal Procedures

7-1205 Penalty 7-1206 Separability

ARTICLE XII LICENSES FOR THE SALE OF LIQUOR

Section 1201 Purpose

Section

The purpose of this Article is to set forth the process for any person, organization or commercial establishment, hereafter collectively referred to as Establishment(s), to obtain or maintain a license for the sale of spirits, wine or malt liquor to be consumed on or off the licensed premises in the times, places and manners as may be specified in the license, pursuant to Title 28-A MRSA Chapter 27 and as permitted by the State of Maine.

Section 1202 Permit Required

- 1. Operation of a Licensed Establishment: No establishment may offer for sale spirits, wine or malt liquor within city limits without first having a license issued by the State with prior approval by the municipal officers as set forth below.
- 2. Applications for permit: Applications for a liquor license shall be made in writing on forms provided by the Department of Public Safety Bureau, submitted to the City Clerk's Office and shall be complete as will be submitted to the Bureau.
- 3. Compliance with all laws: No license shall be issued unless the Establishment can demonstrate full compliance with all applicable State and Local Ordinances pertaining to the type, operation, and location to be permitted.
- 4. Fee: Establishments shall pay a fee of \$10 for the initial issuance or annual renewal of a liquor license plus applicable public notice costs if a public hearing is required.
- 5. Public Hearing and Approving Authority:
 - a. The City Council shall be the approving authority and conduct a public hearing for new annual license applications, requests to increase annual license certifications, and if there is cause to question the past operation of an Establishment seeking license renewal.
 - b. The City Manager, after review by the public safety and code enforcement departments, may without conducting a public hearing approve applications for annual license renewals, seasonal/temporary licenses, off-premises catering, taste testing events and extensions of existing licenses.
 - c. The City Clerk shall provide notice of a public hearing at the applicant's prepaid expense, stating the date, time and place of hearing, to appear the week before the hearing in a weekly newspaper having general circulation in the municipality and by a minimum 7-day posting.
- 6. Factors in issuing permit: In granting or denying an application, the approving authority shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:
 - a. Conviction of the Applicant of any Class A, Class B, or Class C crime;
 - b. Noncompliance of the licensed premise or its use with any local zoning ordinance or land use ordinance not directly related to liquor control;
 - c. Conditions of record such as waste disposal violations, health or safety violations or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with, or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner;
 - Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises;
 - e. Any violation of State Law or Caribou Code directly related to the operation under the provisions of law of the licensed premise.
 - f. A determination by the municipal officers that the purpose of the application is to circumvent the provisions of Title 28-A MRSA Section 601;

- g. Additional factors which may be considered: (1) character of any applicant; (2) location of the establishment; (3) manner in which the establishment has been operated and (4) whether the operation has endangered the safety of persons in or on areas surrounding the establishment's place of operation.
- 7. Term of License: A permit shall be valid for only one (1) year from the date of first issuance and shall be subject to meeting all requirements as set forth in this Chapter for subsequent renewal.

Section 1203 Suspension or Revocation of a Permit

The City Manager shall report to the municipal officers any findings that may impact the decision to renew a license pursuant to Section 1202. The City Council may, after public hearing preceded by notice to the Applicant and interested parties, suspend, or revoke any permit issued for the operations of the licensed premise, which has been issued under this Article, on the grounds that the continued operations of the facility would constitute a detriment to the public health, safety, or welfare, or violates any municipal ordinances, articles, bylaws, or rules and regulations.

Section 1204 Permit and Appeal Procedures

- 1. Notice of decision. Any applicant requesting a liquor license from the city shall be notified in writing of the approving authority's decision no later than fifteen (15) days from the date the request was received by the City Clerk. In the event that an applicant is denied a liquor license, the applicant shall be provided with the reasons for the denial in writing. The applicant may not reapply for a permit within 30 days after an application for a permit which has been denied.
- Appeal. Any applicant who has requested a liquor license and has been denied, or whose
 liquor license has been revoked or suspended, may, within 15 days of the receipt of the
 written decision of the approving authority, appeal the decision to the Bureau of Liquor
 Enforcement.

Section 1205 Penalty

Whoever violates any of the provisions of this Article shall be punished by a fine of not more than One Hundred (\$100) for the first offense, and up to Twenty-five Hundred Dollars (\$2,500) for subsequent offenses, to be recovered, on complaint, to the use of the City of Caribou. Penalties are set pursuant to Title 30-A MRSA §4452, 3 Civil Penalties, paragraph B, the minimum penalty for a specific violation is \$100.00, and the maximum penalty is \$2,500.00.

Section 1206 Separability

The invalidity of any provision of this Article shall not invalidate any other part.

Historical Note: Article XII adopted by City Council May 9, 2011; amended September 8, 2020.



Application Copy

File Number: 71276 Job Type: New Application

LICENSE TYPE APPLICATION DATE RECEIVED

On-Premises: Beer, Wine & Spirits 2025-05-12

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME LICENSEE TYPE

Great Wall Inc Limited Liability Company

DOING BUSINESS AS CORPORATE NUMBER

Jade Palace Restaurant 19821661 D

INCORPORATION DATE

1982-06-07

CORRESPONDENCE ADDRESS

30 Skyway Dr Caribou ME 04736

MAILING ADDRESS

PHYSICAL ADDRESS

CONTACT NAME	PREFERRED CONTACT METHOD
Karen chen	Email
CONTACT PHONE (917) 291-5548	ALTERNATE PHONE (207) 498-3648
FAX	Jadepalace48@gmail.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	P	ARENT COMPANY	% INTEREST
Xu chen	Treasurer	Gı	reat Wall inc	15
Did Miao Chen	Treasures	Gı	reat Wall inc	15
Wen Duran chen	Vice-president	Gı	reat Wall inc	30
Wen rui chen	President	Gı	reat Wall inc	40
ADDITIONAL INFORM	MATION			
MANAGED BY AGEN	Т			
PREMISES TYPE			PREMISES NAME	
Class A Restaur	ant/Lounge		Jade palace restaurar	nt
OPERATOR				
Karen chen				
PHYSICAL ADDRESS				
30 skyway dr Ca	ribou ME 04736			
MAILING ADDRESS				
30 skyway dr Ca	ribou ME 04/36			
CONTACT NAME			PREFERRED CONTACT ME	ETHOD
Karen Chen		Email		
CONTACT PHONE		ALTERNATE PHONE		
(917) 291-5548			(207) 498-3648	
FAX			EMAIL	
			jadepalace48@gmail.	com

On-Premises: Beer, Wine & Spirit

1. Is your business (including any DBA) registered and in good standing with the Maine Secretary of State?

Answer "No" if you are a Sole Proprietor.

Yes

19821661 D

2. What is your expected start date?

May 1, 2025

3. Has/have applicant(s) formerly held a Maine liquor license?
No

4. Does the licensee or applicant(s) have any interest in any other Maine Liquor License?

Yes

My tai restaurant CARL-11-10498

Is the applicant/licensee an individual, partnership, or association?

6. Are all licensees/applicants residents of the State of Maine?

No

Xu Chen Just move here, not update yet Xiu Miao Che Just move here, not update yet Wen duan Chen. Just move here, not update yet

7. Is your license for a club with a membership?

No

8. Is your license application for Vessel Corporation?

No

9. Do you have a valid and current health license issued by Maine Department of Health and Human Services OR the Department of Agriculture?"

No

10 Do you allow dancing or entertainment on the licensed premises?
If so, You need to have a a license from the Maine State Fire Marshal.
See https://www.maine.gov/dps/fmo/plans-review/applications for more information.

No

11 Will any law enforcement officer directly benefit financially from this license, if issued?

No

12 Is the licensee or applicant for a license receiving, directly or indirectly, any money, credit, thing of value, endorsement of commercial paper, guarantee of credit or financial assistance of any sort from any person or entity within or without the State, if the person or entity is engaged, directly or indirectly, in the manufacture, distribution, wholesale sale, storage or transportation of liquor.

No

13 Is the licensee/applicant(s) directly or indirectly giving aid or assistance in the form of money, property, credit, or financial assistance of any sort, to any person or business entity holding a liquor license granted by the State of Maine?

No

14 Do you have a manager employed?

Yes

Karen Chen

15 Has any of the listed applicants, an immediate family member of an applicant, or an employed manager been denied a liquor license or had a liquor license revoked within the last 5 years?

No

16 Is any of the listed applicants the spouse, father, mother, child or other immediate family member of a person whose liquor license has been revoked or denied in the last 6 months?

No

17 Has any licensee/applicant or employed manager ever been convicted of any violation of the liquor laws in Maine or any State of the United States within the last 5 years?

No

18 Has the licensee/applicant(s) or manager ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States?

No

19 Does the licensee/applicant(s) own the premises?

No (document uploaded)

- 20 At which address are your business records located? 30 skyway dr,caribou,Maine 04736
- 21 What will be your business hours? Please indicate each day's open and close times.

Mon - thur 11:00 -9:00 Fri-sat. 11:00-10:00 Sun : 12:00-9:00

22 Please provide the name and distance from the premises to the nearest school, school dormitory and place of place of worship, measured from the main entrance of the premises to the main entrance of the school, school dormitory and place of worship by the ordinary course of travel.

Caribou Comm. school 1 mile

23 Is your application for a Hotel or Bed & Breakfast?

24 Do you have a food menu?

Yes (document uploaded)

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Food Menu	IMG_0003.jpeg	Menu
Food Menu	IMG_0004.jpeg	Menu
Corporate Supplemental Form	IMG_0005.jpeg	
Premises Floor Plan	IMG_0006.jpeg	Floor plan
Lease/Rental Agreement	IMG_0007.jpeg	
Lease/Rental Agreement	IMG_0008.jpeg	
Lease/Rental Agreement	IMG_0009.jpeg	
Lease/Rental Agreement	IMG_0010.jpeg	
Lease/Rental Agreement	IMG_0011.jpeg	
Lease/Rental Agreement	IMG_0012.jpeg	

APPLICANT

Karen Chen

DECLARATION

☑ I certify that I am the applicant as described in this application, or that I am duly authorized to submit this application on the applicant's behalf.

All information provided in this application is accurate and correct. I understand that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.



TO: Caribou City Council Members FROM: Penny Thompson, City Manager

DATE: May 27, 2025

RE: April Financial Report, presented by Finance Director Carl Grant



Finance Director Carl Grant will present the April Financial Reports.

Suggested action:

After the presentation, please make a motion "to accept the April Financial Report as presented".

Second

Discussion

Vote

FINANCIAL NOTES

For period ending April 30, 2025

GENERAL LEDGER

Assets for the month ended at 11,329,293.62, with a cash balance of 4,782,943.85. 2024 tax receivables for the month came in at 90,368.82 collected for the month of April. A rate of 94% collected, compared to last year at this same time we were at 95.2%, about 1.2% less than last year. 2025 collection in prepayments was 38,710.60 for the month and are at 202,927.60 for the total.

Liabilities came in at 7,590,158.04 and the fund balance ended at 3,739,135.58.

Expenses

April expenses for the month were a total of 834,332.34 with a YTD percentage to budget of 25.6%, down 7.7% to budget.

Revenues

Revenues for the month were at 552,294.03 with a YTD percentage to budget of 18.2%, this is a 15.2% decrease to the budget.

Excise tax collection was at 177,496.83 for the month with a YTD collection of 524,639.28, this is under budget by 2.6%.

Revenue Sharing came in at 112,727.60 for the month with a YTD collection of 678,349.66 this is under budget by 4.4% or 102,317.01.

*Please find the addition of a bar graph of Revenue Sharing collected over the last five years.

05/14/2025 Page 1

Fund(s): ALL April

	Beginning	Beg Bal	Curr Mnth		Y T D	Balance
Account	Balance	Net	Net	Debits	Credits	Net
	F WILLIAM	7 10 12 10 10 10				
	6 722 00	211 276 00	0.00	26,429,194.37	26,740,570.37	0.00
1 - Gen Fund Assets	6,723.90 15,289,483.18	311,376.00 15,221,282.37		5,533,030.74		11,329,293.62
101-00 CASH (BANK OF MACHIAS)	8,482,337.07	8,314,805.68	-1,109,892.61	3,208,026.55	6,739,888.38	4,782,943.85
102-00 RECREATION ACCOUNTS	79,708.37	69,492.32	0.00	0.00	0.00	69,492.32
103-00 NYLANDER CHECKING	1,808.58	1,807.89	-0.70	0.00	2.80	1,805.09
110-00 SECTION 125 CHECKING FSA	27,671.88	27,980.15	-1,034.76	15,419.77	4,551.57	38,848.35
110-10 2024 SECTION 125 CHECKING HRA	55,649.87	48,256.43	0.00	0.00	11,707.42	36,549.01
110-11 2025 SECTION 125 CHECKING HRA	0.00	0.00	-6,675.40	86,750.00	8,777.32	77,972.68
111-00 RETIREMENT INVESTMENT	1,500,427.14	1,500,427.14	0.00	0.00	0.00	1,500,427.14
111-00 RETIREMENT INVESTMENT SECUREI	1,500,000.00	1,500,000.00	0.00	0.00	0.00	1,500,000.00
115-00 AMERICAN RESCUE PLAN ACT-NEU'S	489,545.58	490,569.87	0.00	0.00	0.00	490,569.87
116-01 CD NORSTATE FEDERAL CREDIT UN	245,000.00	245,000.00	0.00	0.00	0.00	245,000.00
116-02 CD COUNTY FEDERAL CREDIT UNI	183,903.34	185,860.43	0.00	1,934.66	0.00	187,795.09
116-03 CD TD	245,111.76	247,437.67	0.00	2,309.13	0.00	249,746.80
116-04 CD ACADIA FEDERAL CREDIT UNION	215,626.39	217,856.94	0.00	2,204.46	0.00	220,061.40
116-05 CD KATHDIN TRUST COMPANY	235,522.67	237,652.28	0.00	2,649.63	0.00	240,301.91
117-00 RLF #10 INVESTMENT	254,851.77	255,387.30	0.00	1,481.94	0.00	256,869.24
120-00 PETTY CASH	960.00	960.00	0.00	0.00	0.00	960.00
123-00 DIESEL INVENTORY	38,340.66	8,699.23	7,937.68	123,475.00	107,738.15	24,436.08
124-00 GAS INVENTORY	21,226.73	13,059.28	8,428.58	32,325.00	35,432.09	9,952.19
125-00 ACCOUNTS RECEIVABLE	75,327.05	120,435.03	58,259.98	338,737.95	306,375.85	152,797.13
130-00 COMSTAR RECEIVABLES	169,728.00	295,323.52	-16,749.52	614,415.48	575,770.92	333,968.08
140-00 RESERVE FOR UNCOLLECTIBLE TAX	-669.87	-669.87	0.00	0.00	0.00	-669.87
174-00 CDC LOANS REC (1280)	28,311.38	28,311.38	0.00	0.00	0.00	28,311.38
180-00 DR. CARY CEMETERY INVESTMENT	994.89	995.41	0.00	0.49	0.00	995.90
181-00 HAMILTON LIBRARY TR. INVEST	1,929.56	1,948.64	0.00	18.84	0.00	1,967.48
182-00 KNOX LIBRARY INVESTMENT	11,138.28	11,255.59	0.00	115.95	0.00	11,371.5 4
183-00 CLARA PIPER MEM INV	677.62	677.97	0.00	0.35	0.00	678.32
184-00 JACK ROTH LIBRARY INVEST	14,807.48	14,963.45	0.00	154.16	0.00	·
185-00 KEN MATTHEWS SCHOLARSHIP FUN	7,974.39	8,053.16	0.00	81.83	0.00	•
187-00 DOROTHY COOPER MEM INV	50,442.68	51,082.37	0.00	633.64	0.00	
189-00 MARGARET SHAW LIBRARY INV	14,103.89	14,262.58	0.00	119.57	0.00	14,382.15
190-00 GORDON ROBERTSON MEM INV	12,473.36	12,612.52	0.00	137.57	0.00	12,750.09
191-00 MEMORIAL INVESTMENT	6,322.63	6,335.58	0.00	12.69	0.00	
192-00 G. HARMON MEM INV	7,344.55	7,426.50	0.00	81.00	0.00	7,507.50
193-00 BARBARA BREWER FUND	4,884.41	4,950.55	0.00	41.50	0.00	
194-00 RODERICK LIVING TRUST	4,244.11	4,296.69	0.00	15.82		
196-00 PHILIP TURNER LIBRARY INV	7,832.92	7,920.85	0.00	82.45		
198-00 TAX ACQUIRED PROPERTY	107,272.69	60,732.73	0.00	0.00	0.00	
198-17 TAX ACQUIRED PROPERTY 2017	0.00	0.00		27,888.91	27,888.91	
198-18 TAX ACQUIRED PROPERTY 2018	0.00	0.00	0.00	18,651.05		
200-24 2024 TAX RECEIVABLE	904,462.02	904,462.02				
200-25 2025 TAX RECEIVABLE	-53,251.88	-53,251.88				The second second
205-19 2019 LIENS RECEIVABLE	61.38	0.00		61.38		
205-20 2020 LIENS RECEIVABLE	204.89	204.89				
205-21 2021 LIENS RECEIVABLE	9,013.76	9,013.76				
205-22 2022 LIENS RECEIVABLE	69,087.19	69,087.19				
205-23 2023 LIENS RECEIVABLE	177,929.79	177,929.79				
210-12 2012 PP TAX RECEIVABLE	4,645.51	4,645.51				
210-13 2013 PP TAX RECEIVABLE	4,936.98	4,936.98				
210-14 2014 PP TAX RECEIVABLE	5,657.51	5,657.51				
210-15 2015 PP TAX RECEIVABLE	10,944.67	10,944.67	0.00	0.00	0.00	10,944.67

General Ledger Summary Report Fund(s): ALL April

05/14/2025 Page 2

	Beginning	Beg Bal	Curr Mnth	\	Y T D	Balance
Account	Balance	Net	Net	Debits	Credits	Net
1 - Gen Fund CONT'D	JET 1 - 1918	18 1 18 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		to the state of the	1 1	
210-16 2016 PP TAX RECEIVABLE	10,241.16	10,241.16	0.00	0.00	46.67	10,194.49
210-17 2017 PP TAX RECEIVABLE	10,948.59	10,948.59	0.00	0.00	0.00	10,948.59
210-18 2018 PP TAX RECEIVABLE	11,450.12	11,450.12	0.00	0.00	0.00	11,450.12
210-19 2019 PP TAX RECEIVABLE	12,524.08	12,524.08	0.00	0.00	0.00	12,524.08
210-20 2020 PP TAX RECEIVABLE	14,026.03	14,026.03	0.00	0.00	0.00	14,026.03
210-21 2021 PP TAX RECEIVABLE	12,210.73	12,210.73	0.00	0.00	0.00	12,210.73
210-22 2022 PP TAX RECEIVABLE	12,760.77	12,760.77	0.00	0.00	0.00	12,760.77
210-23 2023 PP TAX RECEIVABLE	14,565.35	14,565.35	0.00	0.00	0.00	14,565.35
210-24 2024 PP TAX RECEIVABLE	12,901.26	12,901.26	-86.76	0.00	270.80	12,630.46
210-25 2025 PP TAX RECEIVABLE	-79.11	-79.11	-57.00	0.00	168.63	-247.74
302-00 COURT ORDER	0.00	0.00	0.00	484.62	484.62	0.00
303-00 FEDERAL WITHHOLDING	0.00	0.00	0.00	164,777.67	164,777.67	0.00
304-00 FICA W/H	18.26	18.26	0.00	222,224.14	222,224.14	18.26
305-00 MEDICARE WITHHOLDING	4.27	4.27	0.00	51,970.68	51,970.68	4.27
306-00 STATE WITHHOLDING	0.00	0.00	0.00	74,856.61	74,856.61	0.00
307-00 M.S.R.S. W/H	-167.65	-167.65	0.00	59,998.85	59,998.85	-167.65
307-01 MSRS EMPLOYER	-2,436.03	-2,436.01	0.03	93,159.24	93,159.07	-2,435.84
308-00 AFLAC INSURANCE	-1.08	0.00	-0.10	2,222.88	2,223.28	-0.40
309-00 DHS WITHHOLDING	0.00	0.00	0.00	4,879.00	4,879.00	0.00
312-00 HEALTH INS. W/H	-29,785.12	-29,785.12	-438.09	96,720.09	96,519.31	-29,584.34
315-00 TEAMSTERS W/H	0.00	0.00	0.00	1,738.00	1,738.00	0.00
315-01 FIREFIGHTERS UNION W/H	0.00	0.00	0.00	3,514.48	3,514.48	0.00
316-00 COUNCIL #93 W/H	0.00	0.00	0.00	1,434.68	1,434.68	0.00
318-00 MMA INCOME PROTECTION	-8,995.59	-8,995.59	97.50	15,260.12	15,092.27	-8,827.74
319-00 REAL ESTATE TAX W/H	0.00	0.00	0.00	8,957.00	8,957.00	0.00
320-00 ICMA RETIREMENT CORP	0.00	0.00	0.00	88,930.77	88,930.77	0.00
320-01 ICMA EMPLOYER MATCH	0.00	0.00	0.00	11,641.99	11,641.99	0.00
321-01 PRIMERICA SHAREHOLDER SERVICE	0.00	0.00	-216.57	232.25	232.25	0.00
322-00 RETIRED HEALTH INS PROGRAM	-23.21	-23.21	0.00	7,016.21	7,016.21	-23.21
323-00 MMA SUPP. LIFE INSURANCE	-2,552.93	-2,552.93	44.38	4,884.64	4,922.25	-2,590.54
323-01 LIFE OVER 50K	-5.04	-5.04	0.00	0.00	0.00	-5.04
324-00 MISC. WITHHOLDING	0.00	0.00	0.00	474.00	474.00	0.00
324-01 PAID FAMILY MEDICAL LEAVE	0.00	0.00	216.57	11,246.25	11,246.25	0.00
325-00 DED. FOR VALIC	0.00	0.00	0.00	11,533.65	11,533.65	0.00
325-01 VALIC EMPLOYER MATCH	0.00	0.00	0.00	2,228.53	2,228.53	0.00
329-00 SALES TAX COLLECTED	-52.79	-52.85	0.00	52.85	0.00	0.00
330-00 VEHICLE REG FEE (ST. OF ME)	-2,969.00	2,874.00	-9,976.50	73,768.83	95,831.83	-19,189.00
331-00 BOAT REG FEE INLAND FISHERIES	0.00	0.00	-2,451.00	136.00	2,638.00	-2,502.00
332-00 SNOWMOIBLE REG (F&W)	-7,660.25	0.00	1,198.25	19,279.61	19,279.61	0.00
333-00 ATV REGISTRATION (F&W)	0.00	0.00	0.00	125.00	125.00	0.00
335-00 PLUMBING PERMITS (ST. OF ME)	-2,336.35	0.00	-20.00	0.00	105.00	-105.00
336-00 CONCEALED WEAPON PERMIT	985.00	985.00	0.00	330.00	330.00	985.00
338-00 CONNOR EXCISE TAX	3.76	3.76	-409.72	14,488.11	21,086.49	-6,594.62
339-00 CONNOR BOAT EXCISE	68.80	68.80	-44.80	0.00	44.80	24.00
340-00 DOG LICENSES (ST. OF ME)	-854.00	0.00	54.00	1,042.00	1,086.00	-44.00
341-00 FISHING LICENSES (ST. OF ME)	-375.00	0.00	-197.00	881.00	1,381.00	-500.00
342-00 HUNTING LICENSES (ST. OF ME)	-1,455.50	0.00	-130.00	1,600.25	1,953.25	-353.00
347-00 NEPBA UNION PD	0.00	0.00	0.00	2,430.00	2,430.00	0.00
Liabilities	9,615,457.41	10,136,133.53	-928.907.80	2,930,349.87	384,374.38	7,590,158.04
	•	0.00	0.00	0.00	0.00	0.00
and Fund	0.00		-928,907.80	2,930,349.87	384,374.38	7,590,158.04
Balances	9,615,457.41	10,136,133.53	-920,907.80	/0.0,5 الا الدور الدور 2	JU1,J/T.JU	7,390,130.01

General Ledger Summary Report

05/14/2025 Page 3

Fund(s): ALL April

	Beginning	Beg Bal	Curr Mnth	Y	T D	Balance
Account	Balance	Net	Net	Debits	Credits	Net
	Dalance	E-15-WEAD PROCE	THE STATE OF THE S			
1 - Gen Fund CONT'D	10 749 02	19,748.93	0.00	0.00	0.00	19,748.93
352-00 NYLANDER MUSEUM RESERVE	19,748.93 3,000,427.14	3,000,427.14	0.00	0.00	0.00	3,000,427.14
360-00 RETIREMENT INV FUND	· ·	490,569.87	0.00	0.00	0.00	490,569.87
360-01 AMERICA RESCUE PLAN ACT-NEU'S	489,545.58	30,000.00	0.00	7,200.00	0.00	22,800.00
360-02 RIVERFRONT COMMITTEE RESERVE	20,000.00	•	0.00	1,800.00	0.00	82.50
360-03 GENERAL ASSISTANCE RESERVE	1,882.50	1,882.50	-26,888.31	26,888.31	0.00	-66,422.07
360-04 DOT VPI	-22,762.58	-39,533.76	0.00	0.00	0.00	3,200.00
360-06 GASB AUDIT RESERVE	0.00	3,200.00			0.00	-14,792.00
360-07 ANIMAL SHELTER RESERVE	0.00	14,792.00	-14,792.00	29,584.00 0.00	5,872.00	5,872.00
360-08 SOLAR RECYCLING	0.00	0.00	367.00		1,481.94	256,869.24
362-00 RLF #10 RESERVE	254,851.77	255,387.30	0.00	0.00 2,355.74	0.00	19,431.94
365-02 REC CENTER IMPROVEMENTS	21,787.68	21,787.68	0.00	2,333.74	0.00	8,340.00
365-03 LAND ACQUISTIONS/EASEMENTS	8,340.00	8,340.00	0.00			3,222.38
365-04 RAILS TO TRAILS PROGRAM	2,057.75	2,057.75	0.00	0.00	1,164.63	3,176.71
365-05 PARK IMPROVEMENT RESERVE	3,176.71	3,176.71	0.00	0.00	0.00	-114.00
365-07 REC/PARKS COMPUTER RESERVE	2,396.00	2,396.00	0.00	2,510.00	0.00	
365-09 RECREATION EQUIPMENT RESERVE	-15,808.33	-15,808.33	0.00	0.00	0.00	-15,808.33
365-10 REC LAWN MOWER RESERVE	13,595.44	13,595.44	0.00	0.00	0.00	13,595.44
365-12 CRX/TOS RESERVE	27,764.87	27,712.87	500.00	267.08	4,200.00	31,645.79
365-13 RECREATION - COLLINS POND	8,136.09	8,136.09	0.00	0.00	0.00	8,136.09
365-17 RECREATION VAN RESERVE	13,000.00	13,000.00	0.00	0.00	0.00	13,000.00
365-18 REC SCHOLARSHIPS	2,551.22	2,551.22	0.00	0.00	0.00	2,551.22
365-20 SKI TRAIL/SNOW SHOE RENTAL	2,830.72	2,830.72	0.00	0.00	70.00	2,900.72
365-22 NON APPROP SKI RENTAL PROGRAM	13,682.74	13,542.50	0.00	0.00	1,280.00	14,822.50
365-25 COMMUNITY BULLETIN BOARD	200.00	200.00	0.00	0.00	0.00	200.00
365-26 SPLASH PAD RESERVE	22,350.56	22,350.56	0.00	0.00	0.00	22,350.56
365-27 PARK VEHICLE RESERVE	44,730.00	44,730.00	0.00	0.00	0.00	44,730.00
365-28 VETERAN MEMORIAL PARK RESERVE	5,153.80	5,153.80	0.00	0.00	0.00	5,153.80
365-29 LAKERS RESERVE	42,407.80	42,407.80	-185.91	273.60	5,000.00	47,134.20
366-01 LIBRARY BUILDING RESERVE	73,317.79	72,999.06	-860.26	2,022.00	0.00	70,977.06
366-02 LIBRARY MEMORIAL FUND	35,426.81	35,420.21	-155.99	1,254.29	2,452.14	36,618.06
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
366-14 LIBRARY BOARD OF TRUSTEES RESE	4,023.75	4,023.75	0.00	0.00	960.00	4,983.75
366-15 MCA CONNECTIVITY HUB GRANT	457,307.00	457,307.00	-53,696.00	53,696.00	0.00	403,611.00
367-01 POLICE DONATED FUNDS	-1,349.49	-1,349.49	0.00	360.64	50.00	-1,660.13
367-02 POLICE DEPT EQUIPMENT	199,705.22	199,705.22	-26,931.77	34,742.53	50,604.41	215,567.10
367-03 POLICE CAR RESERVE	382.73	382.73	0.00	0.00	0.00	382.73
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	17,200.11	17,200.11	0.00	0.00	0.00	17,200.11
367-06 PD COMPUTER RESERVE	6,058.22	6,058.22	0.00	0.00	0.00	6,058.22
367-07 POLICE DIGITAL FILING	5,437.00	5,437.00	0.00	0.00	0.00	5,437.00
367-08 MAJOR SYSTEMS REPLACEMENT	78,122.49	78,122.49	0.00	0.00	0.00	78,122.49
367-09 NEW POLICE STATION	-88,093.15	-89,538.15	-293,167.72	295,745.34	0.00	-385,283.49
367-10 POLICE OFFICER RECRUITMENT RES	122,313.45	121,258.47	0.00	3,991.95	0.00	117,266.52
367-12 COPPS NEW POLICE STATION	10,500.00	10,500.00	0.00	0.00	0.00	10,500.00
368-01 FIRE EQUIPMENT RESERVE	-116,126.64	-97,370.77	0.00	0.00	0.00	-97,370.77
368-02 FIRE HOSE RESERVE	14,995.17	14,995.17	0.00	0.00	0.00	14,995.17
368-03 FIRE DEPT FOAM RESERVE	7,392.50	7,392.50	0.00	0.00	0.00	7,392.50
368-04 FIRE TRAINING BLDG RESERVE	3,226.25	3,226.25	0.00	0.00	0.00	3,226.25
368-06 FIRE/AMB COMPUTER RESERVE	3,597.90	3,597.90	0.00	1,450.00	0.00	2,147.90
368-07 FIRE DISPATCH REMODEL	2,390.00	2,390.00	0.00	0.00	0.00	2,390.00
368-08 FIRE SMALL EQUIPMENT	6,151.96	5,651.80	-2,365.37	8,206.65	290.76	-2,264.09
368-09 FEMA TRUCK GRANT	1,881.00	1,881.00	0.00	1,876.00	0.00	5.00
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General Ledger Summary Report

05/14/2025 Page 4

Fund(s): ALL April

	Beginning	Beg Bal	Curr Mnth	Y	T D	Balance
Account	Balance	Net	Net	Debits	Credits	Net
1 - Gen Fund CONT'D		1 3 / 1 2 A 11 P			H. J. A. C.	
368-10 FIRE/AMB BUILDING RESERVE	-130,754.66	-130,754.66	0.00	0.00	0.00	-130,754.66
368-12 FIRE/AMB UNIFORM RESERVE	95.05	7,178.59	0.00	0.00	0.00	7,178.59
368-13 FIRE/AMB LADDER TEST RESERVE	0.00	2,512.15	-1,470.00	1,470.00	0.00	1,042.15
369-01 AMBULANCE SMALL EQUIP RESERVE	-82,683.34	-82,683.34	80.00	0.00	160.00	-82,523.34
369-02 AMBULANCE STAIRCHAIRS	2,084.31	2,084.31	0.00	0.00	0.00	2,084.31
369-03 AMBULANCE RESERVE	102,454.67	102,454.67	0.00	0.00	0.00	102,454.67
369-05 EMS STABILIZATION GRANT	13,593.59	8,833.64	-846.92	6,102.92	0.00	2,730.72
370-03 PW EQUIPMENT RESERVE	155,505.11	155,505.11	4,540.00	158,687.00	4,540.00	1,358.11
370-04 STREETS/ROADS RECONSTRUCTION	358,041.83	358,041.77	-34,033.00	37,408.84	30,404.66	351,037.59
370-05 CURBING RESERVE	45,178.30	45,178.30	0.00	0.00	0.00	45,178.30
370-06 FUEL TANK RESERVE	5,301.64	-7,546.11	745.48	0.00	5,257.43	-2,288.68
370-07 PW BUILDING RESERVE	34,279.57	34,279.57	0.00	0.00	0.00	34,279.57
370-09 RIVER ROAD RESERVE	-44,881.75	-44,881.75	0.00	0.00	0.00	-44,881.75
370-10 AIRPORT FUEL TANK RESERVE	1,992.48	10,051.86	0.00	0.00	0.00	10,051.86
371-01 ASSESSMENT REVALUATION RESERV	60,606.91	60,606.91	0.00	0.00	0.00	60,606.91
371-02 ASSESSING COMPUTER RESERVE	435.50	435.50	0.00	0.00	0.00	435.50
371-05 ASSESSING TRAVEL & TRAINING	0.00	1,200.00	0.00	0.00	0.00	1,200.00
372-01 AIRPORT RESERVE	164,900.96	164,900.96	-36,396.88	36,396.88	6,325.35	134,829.43
372-04 AIRPORT HANGER SECURITY DEPOS	1,635.00	1,635.00	0.00	0.00	0.00	1,635.00
373-01 GEN GOVT COMPUTER RESERVE	11,537.97	11,537.97	-715.00	715.00	0.00	10,822.97
373-02 CITY COMPREHENSIVE PLAN	29,638.54	29,638.54	-2,518.75	3,162.50	0.00	26,476.04
373-03 MUNICIPAL BUILDING RESERVE	38,328.03	37,416.96	0.00	6,153.00	0.00	31,263.96
373-04 VITAL RECORDS RESTORATION	8,276.50	8,276.50	0.00	0.00	0.00	8,276.50
373-07 T/A PROPERTY REMEDIATION RESER	12,039.20	12,039.20	0.00	0.00	0.00	12,039.20
373-08 HRA CONTRIBUTION RESERVE	65,753.82	80,742.37	0.00	0.00	0.00	80,742.37
373-10 FLEET VEHICLES	1,221.20	1,221.20	0.00	0.00	0.00	1,221.20
373-17 LADDER ENGINE TRUCK 2016	57,704.20	56,006.71	0.00	0.00	0.00	56,006.71
373-20 CDBG USDA 60 ACCESS/BIRDSEYE	16,899.26	18,369.26	0.00	3,600.00	0.00	14,769.26
373-24 2024 HRA RESERVE	55,649.87	48,256.43	0.00	11,707.42	0.00	36,549.01
373-25 2025 HRA RESERVE	0.00	0.00	-6,675.40	8,777.32	86,750.00	77,972.68
373-50 2022 CAPITAL IMPROVEMENT LOAN	-0.01	-0.01	-13,883.73	57,133.74	0.00	-57,133.75
373-51 GENERAL GOVERNMENT TRAINING	1,758.06	4,758.06	0.00	0.00	4,360.97	9,119.03
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	19,487.42	19,487.42	-1,440.00	6,083.00	0.00	13,404.42
374-05 FACADE RESERVE	17,983.33	21,566.66	0.00	7,500.00	0.00	14,066.66
374-03 FACADE RESERVE 374-06 BLIGHT RECOVERY FUND RESERVE	329.55	329.55	0.00	0.00	0.00	329.55
380-05 BROWNFIELD GRANT	0.00	-1,572.50	1,572.50	0.00	1,572.50	0.00
	-8,160.00	-14,067.50	6,528.00	0.00	12,435.52	-1,631.98
380-06 NBRC RIVERFRONT/WATER REDEVE 385-00 COMMUNITY DEVELOPMENT MATCH	22,326.74	22,326.74	0.00	0.00	0.00	22,326.74
	-1,110.79	-1,110.79	0.00	0.00	0.00	-1,110.79
387-00 BOUCHARD TIF	9,367.54	9,367.54	0.00	0.00	0.00	9,367.54
388-00 HILLTOP TIF	6,241.09	6,241.09	0.00	0.00	0.00	6,241.09
392-00 PLANNING/ENGINEERING RESERVE	79,708.37	69,492.32	0.00	0.00	0.00	69,492.32
398-00 RECREATION ACCTS FUND BALANCE	4,309.03	4,309.03	0.00	0.00	0.00	4,309.03
399-00 PARKING LOT MAINTENANCE RES	240,000.00	240,000.00	0.00	0.00	0.00	240,000.00
402-00 CDC ECONOMIC DEVELOPMENT	405,920.18	412,590.99	0.00	0.00	0.00	412,590.99
403-00 CDC REVOLVING LOAN	44,222.42	44,156.85	0.00	0.00	0.00	44,156.85
406-00 TRAILER PARK RESERVE	2.13	2.13	0.00	0.00	0.00	2.13
407-00 COUNTY TAX		1,000.00	0.00	0.00	0.00	1,000.00
414-00 CEMETARY RERSERVE	200.00 16,056.20	16,056.20	0.00	0.00	0.00	16,056.20
415-00 LIONS COMMUNITY CENTER RESERV	•	-26,487.62	-13,049.45	61,146.10	0.00	-87,633.72
417-00 COMPENSATED ABSENCES	-26,487.62	28,311.38	0.00	0.00	0.00	28,3 <u>11.</u> 38
419-00 DUE FROM CDC (1280)	28,311.38	20,311.30	0.00	3.00	0,00	

General Ledger Summary Report Fund(s): ALL April

	Beginning	Beg Bal	Curr Mnth	Y	T D	Balance
Account	Balance	Net	Net	Debits	Credits	Net
	Dalarice		ore mile seeks			ricor in 18
1 - Gen Fund CONT'D 421-00 DEFERRED TAX REVENUE	1,119,840.98	1,298,571.79	0.00	0.00	0.00	1,298,571.79
422-00 KEN MATTHEWS SCHOLARSHIP FUN	7,974.39	8,053.16	0.00	0.00	81.83	8,134.99
423-00 DR. CARY CEMETERY TRUST FUND	994.89	995.41	0.00	0.00	0.49	995.90
424-00 HAMILTON LIBRARY TRUST FUND	1,929.56	1,948.64	0.00	0.00	18.84	1,967.48
	11,138.28	11,255.59	0.00	0.00	115.95	11,371.54
425-00 KNOX LIBRARY MEMORIAL FUND 426-00 CLARA PIPER MEM FUND	677.62	677.97	0.00	0.00	0.35	678.32
427-00 JACK ROTH LIBRARY MEM FUND	14,807.48	14,963.45	0.00	0.00	154.16	15,117.61
429-00 BARBARA BREWER FUND	4,884.41	4,950.55	0.00	0.00	41.50	4,992.05
430-00 D. COOPER MEM FUND	50,442.68	51,082.37	0.00	0.00	633.64	51,716.01
432-00 MARGARET SHAW LIBRARY MEMORI	14,103.89	14,262.58	0.00	0.00	119.57	14,382.15
433-00 GORDON ROBERTSON MEM FUND	12,473.36	12,612.52	0.00	0.00	137.57	12,750.09
434-00 MEMORIAL INVESTMENT	6,322.63	6,335.58	0.00	0.00	12.69	6,348.27
435-00 RODERICK LIVING TRUST	4,244.11	4,296.69	0.00	0.00	15.82	4,312.51
436-00 AMBULANCE REIMBURSEMENT	18,284.78	18,284.78		0.00	0.00	18,284.78
437-00 DEFERRED AMBULANCE REVENUE	235,559.56	295,323.52	0.00	0.00	0.00	295,323.52
438-00 PHILIP TURNER LIBRARY MEMORIAL	7,832.92	7,920.85	0.00	0.00	82.45	8,003.30
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
448-00 NYLANDER DONATIONS	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00
456-00 TAX REFIEF FUNDS 2021	194,790.77	194,790.77	0.00	0.00	0.00	194,790.77
456-03 2025 TAXPAYER RELIEF FUND	0.00	310,000.00	0.00	0.00	0.00	310,000.00
457-00 HOMELAND SECURITY RESERVE	2,277.92	2,277.92	0.00	0.00	0.00	2,277.92
460-00 YARD SALE	-177.47	-177.47	0.10	284.90	285.00	-177.37
461-00 CRAFT FAIR	17,006.26	17,006.26	0.00	0.00	78.00	17,084.26
462-00 CDBG HOUSING REHABILITATION	3,879.87	3,879.87	0.00	0.00	0.00	3,879.87
463-00 MISC EVENTS	4,203.55	4,203.55	0.00	829.38	0.00	3,374.17
465-00 THURSDAYS ON SWEDEN	105.00	105.00	0.00	0.00	0.00	105.00
465-01 STORY OF CARIBOU	5,732.00	5,732.00	0.00	0.00	0.00	5,732.00
465-02 CARIBOU CARES ABOUT KIDS	3,579.00	8,079.00	0.00	4,500.00	0.00	3,579.00
466-00 HERITAGE DAY	-8,000.00	-8,000.00	0.00	0.00	0.00	-8,000.00
467-00 MARATHON	-45,252.36	-45,252.36	0.00	0.00	0.00	-45,252.36
467-01 SMALL BUSINESS SATURDAY	245.00	245.00	0.00	0.00	0.00	245.00
469-00 DENTAL INSURANCE	3,105.16	3,105.16	-51.63	7,976.58	8,015.63	3,144.21
470-00 EYE INUSRANCE	685.68	685.68	3.44	1,214.37	1,237.87	709.18
471-00 RC2 TIF	243,989.63	243,989.63	0.00	0.00	0.00	243,989.63
472-00 ANIMAL WELFARE	22,473.21	22,423.21	191.00	0.00	1,844.00	24,267.21
473-00 DOWNTOWN TIF	15,420.00	15,420.00	0.00	0.00	0.00	15,420.00
474-00 CADET RESERVE	200.00	200.00	0.00	0.00	0.00	200.00
476-00 FLEET VEHICLE ACCOUNT	100.00	100.00	0.00	0.00	0.00	100.00
477-00 LED STREET LIGHTS	88,575.53	88,575.53	0.00	0.00	0.00	88,575.53
478-00 G. HARMON MEM FUND	7,344.55	7,426.50	0.00	0.00	81.00	7,507.50
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	1,295,867.07	1,305,867.07	77,000.00	0.00	79,416.30	1,385,283.37
483-03 DUE TO FUND 3	1,202,756.00	1,219,006.32	16,467.93	0.00	48,357.91	1,267,364.23
483-04 DUE TO FUND 4	595,023.08	600,555.08	0.00	0.00	12,014.66	612,569.74
483-05 DUE TO FUND 5	5,321,360.64	5,321,360.64	54.62	0.00	4,992.04	5,326,352.68
484-02 DUE FROM FUND 2	-1,248,195.47	-1,248,818.71	-3,022.26	53,086.38	0.00	-1,301,905.09
484-03 DUE FROM FUND 3	-1,098,430.63	-1,101,941.30	-24,338.47	74,074.40	0.00	-1,176,015.70
484-04 DUE FROM FUND 4	-529,111.26	-529,218.06	-5,126.63	18,682.81	0.00	-547,900.87
484-05 DUE FROM FUND 5	-3,977,489.86	-4,064,122.49	-15,942.11	51,492.76	0.00	-4,115,615.25
486-00 RETIREMENT RESERVE	4,139.00	4,139.00	0.00	0.00	0.00	4,139.00
488-01 BUSINES DISTRCT HOLIDAY LIGHTS	7,140.00	579.30	0.00	3,174.60	0.00	-2, 5 95.30
490-00 T/A PROPERTY REMEDIATION RES	31,481.77	31,481.77	0.00	0.00	0.00	31,481 77

General Ledger Summary Report Fund(s): ALL April

05/14/2025 Page 6

	Beginning	Beg Bal	Curr Mnth		- Y T D	Balance
Account	Balance	Net	Net	Debits	Credits	Net
1 - Gen Fund CONT'D			F Vs III I I I			1-1-1
493-00 RSU 39 COMMITMENT	-1,082,828.32	-1,082,828.32	-458,448.51	1,833,794.04	0.00	-2,916,622.36
494-00 TRI COMMUNITY/AWS	324,082.00	324,082.00	0.00	0.00	0.00	324,082.00
496-00 BIRTH RECORDS STATE FEE	76.00	0.00	54.40	302.40	459.60	157.20
497-00 DEATH RECORDS STATE FEE	143.20	0.00	-61.00	562.00	763.80	201.80
498-00 MARRIAGE RECORDS STATE FEE	24.00	0.00	50.80	107.40	181.40	74.00
Fund Balance	5,667,301.87	4,773,772.84	-282,038.31	17,965,813.76	16,931,176.50	3,739,135.58
500-00 EXPENDITURE CONTROL	0.00	0.00	-834,332.34	3,572,140.59	13,641,112.52	10,068,971.93
510-00 REVENUE CONTROL	0.00	0.00	552,294.03	12,549,590.17	2,978,687.98	-9,570,902.19
600-00 FUND BALANCE	5,667,301.87	4,773,772.84	0.00	1,844,083.00	311,376.00	3,241,065.84
2 - Snowmoible Trail Maintenance	0.00	0.00	0.00	213,502.68		0.00
Assets	0.00	0.00	0.00	0.00	0.00	0.00
Liabilities	-1,288.83	-10,665.59	3,022.26	79,416.30	132,502.68	42,420.79
and Fund	0.00	0.00	0.00	0.00	0.00	0.00
Balances	-1,288.83	-10,665.59	3,022.26	79,416.30		42,420.79
365-11 TRAIL MAINTENANCE RESERVE	46,382.77	46,382.77	77,000.00	0.00		125,799.07
483-01 DUE TO FUND 1	1,248,195.47	1,248,818.71	3,022.26	0.00	•	1,301,905.09
484-01 DUE FROM FUND 1	-1,295,867.07	-1,305,867.07	-77,000.00	79,416.30	•	-1,385,283.37
10 1 01 00 00 mm m m m m m m m m m m m m	_,,	_,, -	,	·		
Fund Balance	1,288.83	10,665.59	-3,022.26	134,086.38	81,000.00	-42,420.79
500-00 Expense Control	0.00	0.00	-3,022.26	53,086.38	75,787.00	22,700.62
510-00 Revenue Control	0.00	0.00	0.00	81,000.00		-81,000.00
600-00 Fund Balance	1,288.83	10,665.59	0.00	0.00	5,213.00	15,878.59
			2.00	245 750 24	245 250 21	0.00
3 - Housing Department Assets	0.00 0.00	0.00	0.00 0.00	345,750.31 0.00		0.00
Liabilities	-42,929.19	-55,668.84	7,870.54	48,357.91		-29,952.35
and Fund	0.00	0.00	0.00	0.00		0.00
Balances	-42,929.19	-55,668.84	7,870.54			-29,952.35
409-00 HOUSING RESERVE	61,396.18	61,396.18	0.00	0.00		61,396.18
483-01 DUE TO FUND 1	1,098,430.63	1,101,941.30	24,338.47	0.00		1,176,015.70
484-01 DUE TO FUND 1	-1,202,756.00	-1,219,006.32	-16,467.93	48,357.91	0.00	-1,267,364.23
Fund Balance	42,929.19	55,668.84	-7,870.54	297,392.40	271,675.91	29,952.35
500-00 Expense Control	0.00	0.00	-24,338.47	74,074.40	223,318.00	149,243.60
510-00 Revenue Control	0.00	0.00	16,467.93	223,318.00	48,357.91	-174,960.09
600-00 Fund Balance	42,929.19	55,668.84	0.00	0.00	0.00	55,668.84
		0.00	0.00	126,185.47	126,185.47	0.00
4 - FSS Assets	0.00 0.00	0.00 0.00	0.00 0.00			0.00
Liabilities	-36,273.79	-26,938.31	5,126.63			-20,270.16
and Fund	0.00	0.00	0.00	0.00	0.00	

General Ledger Summary Report

05/14/2025 Page 7

Fund(s): ALL April

	Beginning	Beg Bal	Curr Mnth		Y T D	Balance
Account	Balance	Net	Net	Debits	Credits	Net
4 - FSS CONT'D						
Balances	-36,273.79	-26,938.31	5,126.63	12,014.66	18,682.81	-20,270.16
409-00 HOUSING RESERVE	29,638.03	44,398.71	0.00	0.00	0.00	44,398.71
483-01 DUE TO FUND 1	529,111.26	529,218.06	5,126.63	0.00	18,682.81	547,900.87
484-01 DUE FROM FUND 1	-595,023.08	-600,555.08	0.00	12,014.66	0.00	-612,569.74
Fund Balance	36,273.79	26,938.31	-5,126.63	114,170.81	107,502.66	20,270.16
500-00 Expense Control	0.00	0.00	-5,126.63	18,682.81	95,488.00	76,805.19
510-00 Revenue Control	0.00	0.00	0.00	72,088.00	12,014.66	-60,073.34
600-00 Fund Balance	36,273.79	26,938.31	0.00	23,400.00	0.00	3,538.31
				457 404 00	CET 40C 00	0.00
5 - ECONOMIC DEV	0.00	0.00	0.00	657,486.00 0.00	657,486.00 0.00	0,00 0.00
Assets	0.00	0.00	0.00	7,500,000	(0)17(3/6)	
Liabilities	-627,087.00	-540,454.37	15,942.11	4,992.04	56,484.80	-488,961.61
and Fund	0.00	0.00	0.00	0.00	0.00	0.00
Balances	-627,087.00	-540,454.37	15,942.11	4,992.04	56,484.80	-488,961.61
473-00 DOWNTOWN TIF	433,867.10	433,867.10	0.00	0.00	0.00	433,867.10
474-00 TRAIL GROOMER RESERVE	32,764.72	32,764.72	54.62	0.00	4,992.04	37,756.76
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	3,977,489.86	4,064,122.49	15,942.11	0.00	51,492.76	4,115,615.25
484-01 DUE FROM FUND 1	-5,321,360.64	-5,321,360.64	-54.62	4,992.04	0.00	-5,326,352.68
Fund Balance	627,087.00	540,454.37	-15,942.11	652,493.96	601,001.20	488,961.61
500-00 Expense Control	0.00	0.00	-15,942.41	51,493.96	515,812.00	464,318.04
510-00 Revenue Control	0.00	0.00	0.30	601,000.00	1.20	-600,998.80
600-00 Fund Balance	627,087.00	540,454.37	0.00	0.00	85,188.00	625,642.37
Final Totals	6,723.90	311,376.00	0.00	27,772,118.83	28,083,494.83	0.00

Expense Summary Report

Fund: 1 April 05/15/2025 Page 1

Account	Budget Net	Curr Mnth Net	YTD Net	Unexpended Balance	Percent Spent
10 - GENERAL GOVERNMENT	943,856.00	80,091.07	271,219.87	672,636.13	28.74
17 - HEALTH & SANITATION	279,748.00	22,700.00	90,800.00	188,948.00	32.46
18 - MUNICIPAL BUILDING	75,726.00	6,816.41	26,861.25	48,864.75	35.47
20 - GENERAL ASSISTANCE	52,571.00	7,545.55	17,032.44	35,538.56	32,40
22 - TAX ASSESSMENT	286,676.00	7,361.02	43,143.48	243,532.52	15.05
25 - LIBRARY	305,536.00	21,070.93	97,629.89	207,906.11	31.95
31 - FIRE/AMBULANCE DEPARTMENT	2,795,218.00	220,196.81	818,424.21	1,976,793.79	29.28
35 - POLICE DEPARTMENT	2,748,476.00	181,445.35	749,433.03	1,999,042.97	27.27
38 - PROTECTION	387,144.00	36,002.60	132,625.83	254,518.17	34.26
39 - CARIBOU EMERGENCY MANAGEMENT	17,492.00	382.26	1,432.67	16,059.33	8.19
40 - PUBLIC WORKS	3,108,801.00	173,518.97	893,801.66	2,214,999.34	28.75
50 - RECREATION DEPARTMENT	673,258.00	49,719.40	212,608.13	460,649.87	31.58
51 - PARKS	191,553.00	11,813.58	54,067.13	137,485.87	28.23
60 - AIRPORT	72,801.00	7,517.88	31,133.44	41,667.56	42.77
61 - CARIBOU TRAILER PARK	1,834.00	94.93	668.54	1,165.46	36.45
65 - CEMETERIES	7,575.00	0.00	0.00	7,575.00	0.00
70 - INS & RETIREMENT	145,500.00	7,575.01	29,144.35	116,355.65	20.03
80 - UNCLASSIFIED	30,675.00	480.57	847.15	29,827.85	2.76
85 - CAPITAL IMPROVEMENTS	1,415,405.00	0.00	0.00	1,415,405.00	0.00
Final Totals	13,539,845.00	834,332.34	3,470,873.07	10,068,971.93	25.63

Caribou 10:15 AM

Expense Summary Report

05/15/2025 Page 1

Fund: 2 April

Account	Budget Net	Curr Mnth Net	YTD Net	Unexpended Balance	1022 101
52 - SNOWMOIBLE TRAIL MAINTENANCE	75,787.00	3,022.26	53,086.38	22,700.62	70.05
Einal Totals	75 787 00	3.022.26	53.086.38	22,700.62	70.05

Caribou 10:16 AM

Expense Summary Report

05/15/2025 Page 1

Fund: 3 April

Account	Budget Net	Curr Mnth Net	YTD Net	Unexpended Balance	
24 - HOUSING	223,318.00	24,338.47	74,074.40	149,243.60	33.17
Final Totals	223 318 00	24.338.47	74.074.40	149,243.60	33.17

Caribou 10:17 AM

Expense Summary Report Fund: 4

05/15/2025 Page 1

April

Account	Budget Net	Curr Mnth Net	YTD Net	Unexpended Balance	5/24/00/5/00/54/00
96 - SECTION 8 - FSS PROGAM	95,488.00	5,126.63	18,682.81	76,805.19	19.57
Final Totals	95,488.00	5.126.63	18,682.81	76,805.19	19.57

Caribou 10:18 AM

Expense Summary Report

05/15/2025 Page 1

Fund: 5 April

Account	Budget Net	Curr Mnth Net	YTD Net	Unexpended Balance	Percent Spent
11 - ECONOMIC DEVELOPMENT	455,601.00	12,922.68	32,711.76	422,889.24	7.18
12 - NYLANDER MUSEUM	60,211.00	3,019.73	18,782.20	41,428.80	31.19
Final Totals	515,812.00	15,942.41	51,493.96	464,318.04	9.98

Revenue Summary Report Fund: 1 April

05/15/2025 Page 1

Account	Budget Net	Curr Mnth Net	YTD Net	Uncollected Balance	Percent Collected	
10 - GENERAL GOVERNMENT	8,057,740.00	326,850.84	1,347,711.81	6,710,028.19	16.73	
20 - GENERAL ASSISTANCE	14,400.00	2,467.63	10,356.79	4,043.21	71.92	
22 - TAX ASSESSMENT	1,278,500.00	0.00	200.00	1,278,300.00	0.02	
23 - CODE ENFORCEMENT	6,700.00	360.00	1,335.00	5,365.00	19.93	
25 - LIBRARY	3,500.00	504.75	1,200.99	2,299.01	34.31	
31 - FIRE/AMBULANCE DEPARTMENT	1,932,389.00	204,199.28	698,823.80	1,233,565.20	36.16	
35 - POLICE DEPARTMENT	102,471.00	120.00	825.00	101,646.00	0.81	
39 - CARIBOU EMERGENCY MANAGEMENT	2,400.00	0.00	600.00	1,800.00	25.00	
40 - PUBLIC WORKS	230,942.00	11,964.65	47,858.66	183,083.34	20.72	
50 - RECREATION DEPARTMENT	22,100.00	647.50	5,515.00	16,585.00	24.95	
51 - PARKS	220.00	0.00	110.00	110.00	50.00	
60 - AIRPORT	44,400.00	5,179.38	10,322.76	34,077.24	23.25	
Final Totals	11,695,762.00	552,294.03	2,124,859.81	9,570,902.19	18.17	

Caribou 10:20 AM

Revenue Summary Report

05/15/2025 Page 1

Fund: 2 April

Account	Budget Net	Curr Mnth Net	YTD Net	Uncollected Balance	Percent Collected	
52 - SNOWMOIBLE TRAIL MAINTENANCE	81,000.00	0.00	0.00	81,000.00	0.00	
Final Totals	81 000 00	0.00	0.00	81.000.00	0.00	

Caribou 10:22 AM

Revenue Summary Report

05/15/2025 Page 1

Fund: 3 April

Account	Budget Net	Curr Mnth Net	YTD Net	Uncollected Balance	Percent Collected	
24 - HOUSING	223,318.00	16,467.93	48,357.91	174,960.09	21.65	
Final Totals	223,318.00	16,467.93	48,357.91	174,960.09	21.65	

Caribou 10:23 AM

Revenue Summary Report

05/15/2025 Page 1

Fund: 4 April

Account	Budget Net	Curr Mnth Net	YTD Net	Uncollected Balance	Percent Collected	
96 - SECTION 8 - FSS PROGAM	72,088.00	0.00	12,014.66	60,073.34	16.67	
Final Totals	72,088.00	0.00	12,014.66	60,073.34	16.67	

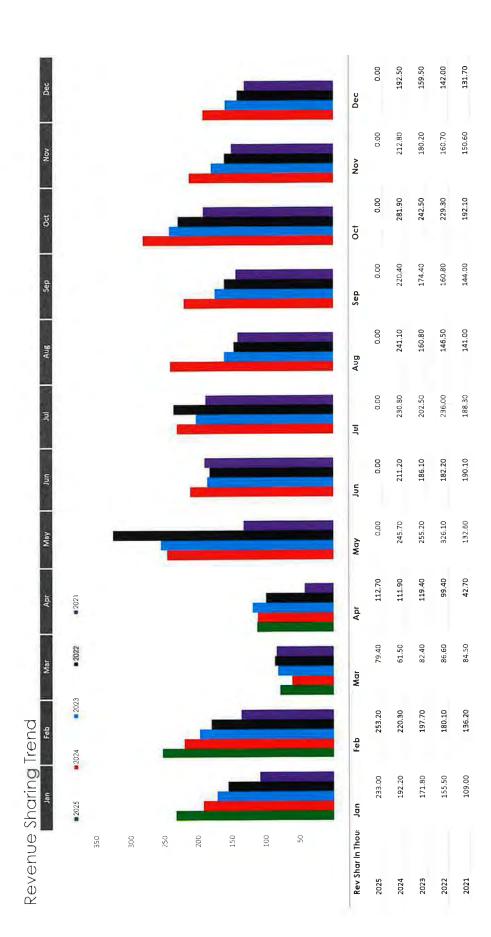
Caribou 10:24 AM

Revenue Summary Report

05/15/2025 Page 1

Fund: 5 April

Account	Budget Net	Curr Mnth Net	YTD Net	Uncollected Balance	Percent Collected	
11 - ECONOMIC DEVELOPMENT	600,000.00	0.00	0.00	600,000.00	0.00	
12 - NYLANDER MUSEUM	1,000.00	0.30	1.20	998.80	0.12	
Final Totals	601,000.00	0.30	1.20	600,998.80	0.00	



CARIBOU PARKS & RECREATION DEPARTMENT 55 BENNETT DR.
CARIBOU, ME. 04736
207-493-4224
207-493-4225 Fax

MEMO

TO: Mayor Courtney Boma

CC: Caribou City Council/ City Manager Thompson

FROM: Gary Marquis

RE: Project Manager Caribou Pond Project

DATE: May 27,2025

Mayor Boma and City Councilors:

Tonight, Aviest engineering will be presenting to the council the formal scope of work and engineering services that the Company will be doing for the Caribou Pond project. Shane McDougal of Aviest Engineering will be presenting. The funds for this contract will come from the CDS monies that have been allocated for the project through Senator Collins office. Attached is the proposal from Aviest Engineering. I unfortunately will not be able to attend this meeting as I will be out of town. Thank you for your time and consideration with this project.

Thank you:

Gary Marquis Supt. Of Parks & Recreation

Caribou Pond Park Rehabilitation Project

Project/Site History

The Caribou Dam has been in place since the early 1800's when it was used to sort logs for local sawmill operations. This dam was originally built using a rock-timber crib design. Caribou stream and Caribou Pond is held back by this dam and is a tributary of the Aroostook River. Caribou stream is listed as an Urban Impaired Stream which is the only stream with this designation in Aroostook County. During the spring of 2019, the Caribou Pond dam was breached by an excessive amount of snowmelt runoff. The timbers used in the original dam construction finally succumbed to mother nature which in turn gave instability to the rock and boulders. The massive amount of water pushed these rocks downstream and out of the way reducing the water level of the dam by more than three feet. With this failure, water levels of the pond could not be sustained and this natural resource was reduced to a small stream.

Shortly after the dam breach, the City Recreation Director, Mr. Gary Marquis, contacted Aviest Engineering to assist with services to permit rehabilitating he dam. This included replacing the boulders and rocks that had been moved downstream. During the pre-permitting meetings, Maine IF&W conveyed that to support rebuilding the dam, a fishway would need to be added to the project scope. Fish passage has not been possible since the dam's original construction, so any improvements to allow native species to travel up Caribou stream would provide new fisheries habitat. Since the original scope was seeking to utilize local City funding, the addition of a fishway substantially increased the project budget. This prompted a search for additional funding. In May of 2024, the City was awarded \$4.5 Million in Congressionally Delegated Spending funds for the project. Since then, the City procured Aviest Engineering to manage the project and provide design, environmental permitting, and construction oversight services.







Figure 2 - 2024 Aerial

Project Scope

The proposed rehabilitation project has three key components; first, rehabilitating the dam structure to its original height; second, constructing a fishway, potentially utilizing the existing outfall rock formations; and third, excavating the exposed silt and sedimentation from the pond that is currently exposed. The dam rehabilitation could be considered maintenance in nature as 75% of the dam is in-tact and at its original



height. The City is seeking to replace the rocks that were previously relocated down stream as well as utilize existing clay material from the pond to reinforce the structure. It should be noted that the exact design of how the dam will be rehabilitated is in preliminary stages and final design drawings and details



will be incorporated into environmental permit applications. Based on current data, the water level has decreased by approximately 2-3 feet. It is the intention of the design to obtain this water level once construction activities are complete.



During initial project review, Aviest Engineering coordinated with the Fish Passageway Engineering team of US Fish & Wildlife. Ms. Jessica Pica and her team provided an initial site visit to survey the stream and gather information which provided an initial report of findings and potential solutions for fish passage. It is Aviest's intent to continue consultation with Ms. Pica and US Fish & Wildlife to move the design into preliminary and final stages. In addition, Maine IF&W, specifically Mr. Frank Frost, lead fish biologist will be providing design review of the new fishway.

Lastly, it has always been the intent of the City to revitalize this habitat and natural area for the community to once again enjoy. The pond has seen 100 years of stream siltation and the removal of some material will ensure water levels will continue to provide both a recreational area and wildlife habitat. As such, the initial scope of work will include the removal of approximately 1-2' of material across approximately 80% of the exposed 14-acre pond area. Initial estimates are the excavation of approximately 60,000 cubic yards of material. This will allow for 3-4' of pond depth once maintenance on the dam has been conducted.

Project Permitting

The current project team has had many discussions with MaineDEP, IF&W, and Army Corps staff regarding this project, starting in 2019. Most recently, a pre-permit meeting was held with Region 5 staff including Scott Belair and Bill Sheehan. In addition, Frank Frost with Maine IF&W was present as well as Shawn Mahaney with Maine ACOE. Initial discussion lent to requiring a NRPA Permit-By-Rule. Chapter 305, Section 13, Habitat Creation or Enhancement and Water Quality Improvement Activities allows for the use of a PBR if IF&W provide a supervisory role in the project. The main purpose of the project is to reclaim the migratory bird habitat that existing when the pond had water as well as create additional fish habitat within the Caribou Stream watershed. Since the scope of this project includes a fishway installation and maintenance of the dam structure, it fits neatly into these definitions and section of the rules. IF&W has given an initial approval of this supervisory role with more detail to be determined. In addition, a Beneficial Use permit application is applicable to the project as the earthen materials being removed may be considered dredge materials. In anticipation of this, County Environmental was hired by the City in August of 2022 to conduct sampling of the exposed sedimentation areas of the pond. They tested with the assumption materials removed by the project would be used as construction material and the results determined no contamination.

In addition to MaineDEP permitting, and based on the above-mentioned scope of work, Mr. Shawn Mahaney of Maine ACOE determined that a General Permit would be required along with the usual agency coordination which includes the Maine Historic Preservation Commission, Natural Areas Program, and the Native Tribes.

Project Enhancements/Benefits



The primary enhancement to this area is to get back what has long been a unique feature of the City. There is rich history with Caribou Pond and its role in shaping the community. Its current state provides a desolate area that, as time goes on, garners more and more questions from the community on when the dam will be fixed and the return of the pond. Secondly, the City's recreation department has long seen this area as place for citizens to visit and enjoy with activities from enjoying the water to bird watching.

Currently, a 1.5 mile walking trail encircles the pond for walking, biking, picnic areas, playgrounds and other amenities for people to enjoy. When this area was a pond, hundreds of Canada geese flock to the safety of the pond according to the Maine Birding Trail. Rare geese, including cackling, greater white-fronted and barnacle, make autumn appearances. The goose abundance encourages many other species

of waterfowl and shorebirds, despite the popularity of the park's walking trail. Hooded mergansers and ruddy ducks join the more common waterfowl, while short-billed dowitchers, solitary sandpipers, and greater and lesser yellowlegs number among the shorebirds. Lastly, but certainly not least, is the ability to allow native fisheries, once again, the ability to migrate up Caribou Stream and into it's tributaries. Providing additional habitat for Brook Trout specifically, only aids in keeping this species and other fish thriving in Northern Maine.



Summary

The City of Caribou seeks to rehabilitate this area of its downtown that will allow for recreational activities including boating, kayaking, and fishing to be available to the community as well as bring back the migratory bird and native fish habitat that once existed. The City sees maintaining the structure and the habitat regained far outweighing how most dam projects are directed which typically is the removal of structures. Any potential negative environmental affects to the existing project area will be construction related in nature which can be easily mitigated utilizing standard Best Management Practices along with conventional construction techniques. The City seeks to work through the necessary permitting process with a common-sense approach while providing all parties the chance to review, comment, and agree on the final scope of permitting.

Respectfully Submitted By:

Shane McDougall, PE

Project Manager/Engineer (207) 227-1057

smcdougall@aviestme.com



PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is made and entered into effective ______ ("Agreement Date") by and between the **City of Caribou**; herein referred to as "**CLIENT**" and **Aviest Engineering, LLC**; a Maine based organization with its place of business at 120 Rabbit Ridge Road, Woodland, Maine 04736, herein referred to as "**AVIEST**." The CLIENT acts to hire the CONSULTANT to provide professional engineering services for Caribou Pond Park Rehabilitation project in Caribou, Maine herein referred to as the "**PROJECT**"

DESCRIPTION OF WORK: AVIEST shall render the services described in Attachment "A" (hereinafter called the "SERVICES") in accordance with this AGREEMENT. AVIEST may, at its discretion and at any stage, engage subconsultants to perform all or any part of the SERVICES. The CLIENT and AVIEST, by written amendment to this AGREEMENT, may from time to time make changes to the SERVICES. All changed work shall be carried out under this AGREEMENT. The time for completion of the SERVICES shall be adjusted accordingly.

COMPENSATION: Charges for the SERVICES rendered will be made in accordance with the CONTRACT PRICE indicated in Attachment "A", or, if no CONTRACT PRICE is indicated, in accordance with AVIEST's Rate Schedule of Fees and Expenses.

Invoices shall be paid by the CLIENT for the SERVICES provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this AGREEMENT and will entitle AVIEST, at its option, to suspend or terminate this AGREEMENT and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at 1.5 percent per month.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of the CLIENT and AVIEST. All notices required by this AGREEMENT to be given by either party shall be received within five (5) business days if made in writing to the other party by email or standard mail.

CLIENT'S RESPONSIBILITIES: The CLIENT shall provide to AVIEST in writing, the CLIENT's total requirements in connection with the PROJECT, including the PROJECT budget and time constraints. The CLIENT shall make available to AVIEST all relevant information or data pertinent to the PROJECT which is required by AVIEST to perform the SERVICES. AVIEST shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the CLIENT, including information and data originating with other consultants employed by the CLIENT whether such consultants are engaged at the request of AVIEST or otherwise. Where such information or data originates either with the CLIENT or its consultants then AVIEST shall not be responsible to the CLIENT for the consequences of any error or omission contained therein.

The CLIENT shall give prompt consideration to all documentation related to the PROJECT prepared by AVIEST and whenever prompt action is necessary shall inform AVIEST of CLIENT's decisions in such reasonable time so as not to delay the schedule for providing the SERVICES.

When applicable, the CLIENT shall arrange and make provision for AVIEST's entry to the PROJECT site as well as other public and private property as necessary for AVIEST to perform the SERVICES.

AVIEST's RESPONSIBILITIES: AVIEST shall furnish the necessary qualified personnel to provide the SERVICES. AVIEST represents that it has access to the experience and capability necessary to and agrees to perform the SERVICES with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the

PROFESSIONAL SERVICES AGREEMENT

performance of the SERVICES at the time when and the location in which the SERVICES were performed. This undertaking does not imply or guarantee a perfect PROJECT and in the event of failure or partial failure of the product of the SERVICES, AVIEST will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure AVIEST's performance. There are no other representations or warranties expressed or implied made by AVIEST. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the SERVICES provided by AVIEST nor shall AVIEST warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond AVIEST's reasonable control. AVIEST does not warrant the SERVICES to any third party and the CLIENT shall indemnify and hold harmless AVIEST from any demands, claims, suits or actions of third parties arising out of AVIEST's performance of the SERVICES.

In performing the SERVICES under this AGREEMENT, AVIEST shall operate as and have the status of an independent contractor and shall not act as, or be an employee of, the CLIENT. The SERVICES performed by AVIEST shall be subject to the inspection and the review of the CLIENT at all times, but such inspection and review shall not relieve AVIEST from its responsibility for the proper performance of the SERVICES.

TERMINATION: Either party may terminate this AGREEMENT without cause upon thirty (30) days' written notice. If either party breaches this AGREEMENT, the non-defaulting party may terminate this AGREEMENT after giving seven (7) days' written notice to remedy the breach. On termination of this AGREEMENT, the CLIENT shall immediately pay AVIEST for the SERVICES performed to the date of termination. Non-payment by the CLIENT of AVIEST's invoices within 30 days of AVIEST rendering same is agreed to constitute a material breach of this AGREEMENT and, upon written notice as prescribed above, the duties, obligations and responsibilities of AVIEST are terminated.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: AVIEST shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the PROJECT and as they are published at the time SERVICES commence. Furthermore, AVIEST shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the SERVICES. However, it is expressly acknowledged and agreed by the CLIENT that as the PROJECT progresses such building codes, by-laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of AVIEST, through no fault of AVIEST, and any extra costs necessary to conform to such changes or interpretations during or after execution of the SERVICES will be paid by the CLIENT.

COST AND SCHEDULE OF CONSTRUCTION WORK: In providing opinions of probable cost and project schedule, it is recognized that neither the CLIENT nor AVIEST has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on AVIEST's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the CLIENT's budget or schedule or from any opinion of probable cost or project schedule prepared by AVIEST. Exact costs and times will be determined only when bids have

PROFESSIONAL SERVICES AGREEMENT

been received for the PROJECT and when the construction work has been performed and payments finalized.

ADMINISTRATION OF CONSTRUCTION CONTRACTS: When applicable, AVIEST shall provide field services during the construction of the PROJECT only to the extent that such SERVICES are included and defined in this AGREEMENT. The performance of the construction contract is not AVIEST's responsibility nor are AVIEST's field services rendered for the construction contractor's benefit.

It is understood and agreed by the CLIENT and AVIEST that only work which has been seen during an examination by AVIEST can be said to have been appraised and comments on the balance of any construction work are assumptions only.

AVIEST shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT. When field services are provided, no acceptance by AVIEST of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the CLIENT for the proper performance of such work or services and further, AVIEST shall not be responsible to the CLIENT or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by AVIEST or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the PROJECT, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto. AVIEST shall report to the owner known deviations from the contract documents as well as any defects and deficiencies observed.

JOBSITE SAFETY: Neither the professional activities of AVIEST, nor the presence of AVIEST or its employees and subconsultants at a construction site, shall relieve the contractor, CLIENT and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, AVIEST and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. It is the responsibility of the contractor for jobsite safety.

LIMITATION OF LIABILITY: The CLIENT releases AVIEST from any liability and agrees to defend, indemnify and hold AVIEST harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the negligence or willful misconduct of AVIEST.

It is further agreed that the total amount of all claims the CLIENT may have against AVIEST under this AGREEMENT or arising from the performance or non-performance of the SERVICES under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to AVIEST for the SERVICES or \$10,000. No claim may be brought against AVIEST in contract or tort more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against AVIEST and not against any of AVIEST's employees, officers or directors.

PROFESSIONAL SERVICES AGREEMENT

AVIEST's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and AVIEST shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and loss of markets.

DOCUMENTS: All documents prepared by AVIEST or on behalf of AVIEST in connection with the PROJECT are instruments of service for the execution of the PROJECT. The CLIENT retains the property and AVIEST retains the copyright to these documents. Payment to AVIEST of the compensation prescribed in this AGREEMENT shall be a condition precedent to the CLIENT's right to use documentation prepared by AVIEST. These documents may not be used for any other purpose without the prior written agreement of AVIEST. The CLIENT shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the SERVICES rendered by AVIEST in connection with the PROJECT, for the life of the PROJECT. The CLIENT shall not use, infringe upon or appropriate such concepts, products or processes without the express written agreement with AVIEST. In the event AVIEST's documents are subsequently reused or modified in any material respect without the prior consent of AVIEST, the CLIENT agrees to indemnify AVIEST from any claims advanced on account of said reuse or modification.

Any document produced by AVIEST in relation to the SERVICES is intended for the sole use of CLIENT. The documents may not be relied upon by any other party without the express written consent of AVIEST, which may be withheld at AVIEST's discretion. Any such consent will provide no greater rights to the third party than those held by the CLIENT under the contract and will only be authorized pursuant to the conditions of AVIEST.

AVIEST cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold AVIEST, its officers, employees, subconsultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without AVIEST's written consent.

FORCE MAJEURE: Any default in the performance of this AGREEMENT caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

GOVERNING LAW: This AGREEMENT shall be governed, construed and enforced in accordance with the laws of the State of Maine.

ATTORNEYS FEES: In the event that either party institutes any action or proceeding against the other, the party not substantially prevailing in such action or proceeding, will reimburse the substantially prevailing party, to the extent it prevailed, for the proportional amount of tits reasonable attorneys' fees, and all fees, costs, and expenses incurred in connection with such action or proceeding, including any post-judgement fees, costs, or expenses incurred on any appeal or in collection of any judgement. To substantially prevail on a claim, a party must obtain a judgement that exceeds 50% of the amount claimed or defend a claim so that the claiming party receives less than 50% of the amount claimed.



PROFESSIONAL SERVICES AGREEMENT

ASSIGNMENT AND SUCCESSORS: Neither the CLIENT nor AVIEST shall, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations of this AGREEMENT or any part hereof. This AGREEMENT shall habituate to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

ENTIRE AGREEMENT: This AGREEMENT constitutes the sole and entire agreement between the CLIENT and AVIEST relating to the PROJECT and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This AGREEMENT may be amended only by written instrument signed by both the CLIENT and AVIEST. All attachments referred to in this AGREEMENT are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this AGREEMENT, the terms and conditions of this AGREEMENT shall take precedence.

SEVERABILITY: If any term, condition or covenant of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this AGREEMENT shall be binding on the CLIENT and AVIEST.

The CLIENT and AVIEST, intending to be legally bound, have made, accepted and executed this AGREEMENT as of the Agreement Date noted above:

AVIEST ENGINEERING, LLC
Shane McDougall, PE, Owner Print Name and Title
Signature May M
May 6, 2025
Date

PROFESSIONAL SERVICES AGREEMENT

ATTACHMENT "A"

Attached to and forming part of the AGREEMENT between City of Caribou, hereinafter referred as "CLIENT" and AVIEST ENGINEERING, LLC, hereinafter referred as "AVIEST", effective

This Attachment details the SERVICES, CONTRACT TIME, CONTRACT PRICE, ADDITIONAL CONDITIONS and ADDITIONAL ATTACHMENTS forming part of the above-described AGREEMENT.

SERVICES: AVIEST shall perform the following SERVICES:

Refer to the attached Scope of Services; herein referred to as "SERVICES"

CONTRACT TIME: Commencement Date:

Estimated Completion Date: December 31, 2026

CONTRACT PRICE: Subject to the terms below, CLIENT will compensate AVIEST as

follows:

Lump Sum price of \$240,565.00 (Two Hundred Forty Thousand, Five Hundred, Sixty-Five Dollars and No Cents)

Project specific charges, such as subconsultants; travel, accommodations and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs; and other significant project-specific expenses will be invoiced in addition to labor fees.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third-party charges will be charged as invoiced to AVIEST plus a ten percent (00%) markup. Unless otherwise specified, charges for SERVICES are based on AVIEST's hourly billing rate schedule ("Charge Rate Schedule"), attached hereto.

ATTACHMENTS:

Scope of Services Fee Schedule

INSURANCE: Before any services are provided under this agreement, AVIEST shall procure, and maintain in effect during the term of this agreement, insurance coverage in amounts and on terms not less than set forth below.

General Liability: Commercial general liability insurance for personal and bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence and not less than \$2,000,000 in the aggregate.



PROFESSIONAL SERVICES AGREEMENT

Automobile Liability: Automobile liability insurance for bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence.

Professional Liability: Professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by AVIEST in the amount of \$1,000,000 per claim and in the aggregate.

Workers' Compensation: As prescribed by applicable law.

Certificates: Upon request, AVIEST shall provide certificates of insurance evidencing coverage required above. Each certificate shall provide that the coverage therein afforded shall not be cancelled except with thirty (30) days prior written notice to the CLIENT.

SCOPE OF WORK

CARIBOU POND REHABILITATION

The City of Caribou (OWNER) began investigating the failure of the Caribou Pond dam during the spring of 2018. Prior to this, large winter runoff events damaged the dam enough that most of the water being held creating the pond was lost which reverted the waterway to a narrow stream. At that time, the Caribou Parks & Recreation Director, Mr. Gary Marquis, met with Aviest Engineering (CONSULTANT) and staff with the Maine Department of Environmental Protection and Army Corps of Engineers. The group determined the level of permitting needed to repair the dam so that the area would once again hold water and reestablish as a pond. Shortly after beginning the permitting phase, Aviest Engineering's progress was halted due to Maine Inland Fisheries and Wildlife (IF&W) staff would not agree to the project unless a fishway was incorporated into the dam repair design. This request increased the project budget considerably and required the City to seek additional funding.

Aviest Engineering assisted City staff with developing project costs that included the original repair of the dam, a new fishway as well as dredging the pond. Caribou Stream has transported silt from adjacent farm runoff and deposited into Caribou Pond since the dams construction and the scope of the project was always to revitalize this unique feature of Caribou into a better recreational area as well as return it to the waterfowl habitat it used to be. In 2023, the City received Congressionally Directed Spending grant funding in the amount of \$4.5 million dollars to rehabilitate the pond to include the three aforementioned tasks of the project. HUD has been established as the lead federal agency which will oversee the project and disperse funding.

The CONSULTANT has kept the regulatory agencies up to date and feels that the environmental permitting required for the project will be as follows. First, a MaineDEP Natural Resource Permit-By-Rule with the understanding that state IF&W staff will take a supervisory role with the project. In addition, a MaineDEP Beneficial Use permit will be required to dispose of the dredge materials. Lastly, it is our understanding in speaking with the Maine Army Corps of Engineers that a Maine General Permit is needed for the project along with a copy of the MaineDEP permitting. On a federal level, HUD is the funding agency for the project. As such, the project is required to undertake an environmental review. The National Environmental Policy Act (NEPA) statutes require either a Part 50 or Part 58 review. After discussions with HUD staff and sponsors of other HUD projects, the OWNER has elected to provide NEPA review through a Part 58 which assumes the City responsible for what HUD typically assumes for environmental responsibilities.

To begin, Aviest Engineering will need to collect data from the site which will include survey data, soils data, and natural resource data. A topographic survey will provide necessary information to develop final dam height and calculation of dredging quantities. Boring samples will be required to determine suitability of existing subterranean composition. Finally, natural resource data will provide information for permitting efforts for federal and state agencies. Once

permitting is underway, preliminary design of the dam rehabilitation can begin along with fishway design and plans for dredging the pond. It is the CONSULTANT's understanding that the original concept of reconstructing the dam utilizing existing materials already on-site with some supplementing of other materials to recreate a rock-crib dam. The CONSULTANT will work with an experienced engineering subconsultant to develop a fishway design. Finally, plans and quantities will be established to outline dredging of silt and soil from the pond area. Design plans and contract specifications will be drafted and reviewed with the OWNER at preliminary and final stages. These documents will be utilized for the bid phase of the project. In summary, the CONSULTANT's scope of services for this project shall include Data Collection, Environmental Permitting, Engineering Design, Bidding, and Project Administration Services. All meetings shall be conducted in person unless otherwise noted. The following tasks outline in more detail the services the CONSULTANT will provide.

TASK A - COLLECTION OF DATA

During the beginning of each project, it is imperative to understand existing conditions and data in order to successfully draft design documents. Based on the information gathered through discussions with the OWNER and state regulatory agency staff, obtaining existing condition information will be required with the major efforts being topographic survey, geotechnical investigations and natural resource review. Listed below are tasks we feel are needed to establish a good understanding of the project fundamentals prior to engineering design.

1.0 Topographic Survey. Perform topographic survey for the proposed pond area, dam, and downstream area of Caribou Stream. This will include approximately 14 acres in and around the pond and 400 feet length of outlet stream data. In addition to the topographic survey, control points will be established adjacent to the project site for future use during construction activities. Work will be coordinated with a surveying subconsultant.

Topographic survey will be conducted during the spring months of 2025 where topographic survey data will be adequate to allow generation of ½ foot contours of the study area. Survey points on existing turf areas shall be taken to the nearest 0.10 feet. Field survey shall be tied into the horizontal datum Maine State Plane Coordinate System of 2000 East Zone (North American Datum of 1983 (NAD83)) and vertical datum North American Vertical Datum of 1988 (NAVD 88.)

- **2.0 Existing Conditions Plan.** Reduce and plot topographic survey data including the generation of planimetrics and contours. Based on the survey data, prepare an existing condition plan suitable for design purposes.
- **3.0 Geotechnical Investigation.** Arrange, coordinate, and perform geotechnical subsurface investigation of existing dam area. Perform a field survey to mark out all test borings and test pits as required for DigSafe and for use by the geotechnical drilling subconsultant. Meet the subconsultant on-site to review the project requirements and remain on-site to oversee the geotechnical work. The subsurface investigation will include:

- 3.1 Test Boring Explorations. Perform 2 test borings explorations to depths of 30 feet or refusal at locations adjacent to the upstream side of the dam and provide detailed test boring logs. Samples shall be collected and preserved for future analysis as required by the subconsultant. Borings will provide information for the design of sheet piling which is the preliminary design option for the rehabilitation of the dam. Data required for final design includes understanding the composition of native materials, groundwater conditions and bedrock location.
- **Test Pits.** Perform 6 test pits of the potential dredge material to determine type and consistency. Results of these test pits will determine disposition and information for the Beneficial Use permit application.
- **4.0 Natural Resource Review.** Prior to drafting permit applications, review of the project area in coordination of local, state, and federal agencies will be required. This scope will involve a desktop analysis by reviewing published resource mapping. Based on the permitting required, field work is not anticipated for this task. This task will provide preliminary data to determine the necessary requirements of the Beneficial Use permit application.
- **On-Site Meeting.** Attend one on-site meeting with representatives of the OWNER and permitting agencies to discuss the proposed scope of work.
- **Stake-holder Communication.** Confer with representatives of OWNER and IF&W regarding specific design requirements of the project.

TASK B – ENVIRONMENTAL PERMITTING

Understanding the required federal, state and local permitting efforts is key for a smooth project and a foundation for the schedule of design and construction. Based on the initial information provided by the OWNER and initial discussion with regulatory agency staff, it is the CONSULTANT's understanding that a Natural Resource Protection Act Permit-By-Rule is required along with a Beneficial Use Permit for disposal of pond dredge materials. In addition, an Army Corps of Engineers General Permit will be drafted and submitted. Finally, with the lead funding agency being the US Department of Housing & Urban Development (HUD), the National Environmental Policy Act (NEPA) will require vetting due to federal funding participation.

1.0 Natural Resource Protection Act Permit-By-Rule. As the project area is within and adjacent to a natural resource, the Natural Resource Protection Act governs land permitting efforts. A permit-by-rule level permit will be required as the Maine IF&W staff will provide a supervisory role in the project. Per section 4, Replacement of Structures, and section 12 of Chapter 305. Permitting efforts will require the submission of the Permit-By-Rule application form, a location map, site pictures of the project area, and a scaled drawing. Also included will be the process of submitting the permit fee.

- 2.0 Beneficial Use Permit. Chapter 418 of the solid waste management rules outlines the requirements for utilizing the dredge materials from the pond for construction fill. It is the intention for the project to dredge the pond 1-2 feet deep and require the contractor to dispose of the material as construction fill. This task will involve addressing 13 submissions including:
 - Activity description
 - Construction schedule
 - Activity map location
 - Title, right, or interest
 - Abutters
 - Notices
 - Financial Ability

- Technical Ability
- Disclosure Statement
- Other Authorizations
- Traffic
- Air Quality
- Handling & Use Plan

In addition, analytical testing will be conducted and revised as necessary as well as permit fee requirements. This task will be performed once a contractor has been established and the disposition and use of the dredge material is known.

- 3.0 Army Corp of Engineers General Permit. The proposed project has coordinated with staff of ACOE since the beginning. Through many discussions and meetings, it was determined that a General Permit would be required. Based on the requirements of the General Permit, it is assumed that this project falls within the Habitat Restoration, Establishment, and Enhancement activity. It is our understanding that a Pre-Construction Notification (PCN) will be required. This process will require the following submissions:
 - **3.1 Application Form**. The CONSULTANT shall complete the required form with the pertinent information about the project.
 - 3.2 Maine Historic Preservation Commission (MHCP) and Tribal Notifications. This requires a project summary to be drafted along with project sketches that depict the proposed work. This task will include any follow-up necessary based on agency comments and questions. Documentation will be attached to the permit application
 - 3.3 Official Species List. The CONSULTANT shall investigate and determine the endangered species list from the US Fish & Wildlife iPAC information website. This packet of information shall be attached to the permit application submission.
 - **3.4 Drawings & Plans.** Project plans, sketches and details of the proposed work shall be drafted and submitted with the application packet. This includes all components of work as well as a locus map and site plan. Plans and details shall include dredging details, dam rehabilitation details, and fishway details. A restoration plan shall also be provided.
 - **3.5** Additional information for this application will include:

- Project photographs of the proposed work areas
- Summary of purpose and need of the project
- Abutting land owner information
- 4.0 HUD NEPA Part 58 Review. Due to the proposed project and the utilization of federal funds, the CONSULTANT shall review the environmental impacts associated with the dam rehabilitation, pond dredging, and fishway improvements. Due to the potential for limited environmental impacts and the unlikelihood of "extraordinary circumstances" associated with this project, the CONSULTANT shall correspond with state and federal agencies regarding potentially regulatory any sensitive (historic/archaeological, rare & endangered or threatened species, etc.) that may be impacted by the proposed project. If it is determined that protected environmental resources will not be impacted by the proposed actions, the CONSULTANT will provide to the City of Caribou the documentation indicating that the project may be categorically excluded from additional environmental review under the National Environmental Policy Act (NEPA) of 1969.

This scope of work DOES NOT include, should it be determined that extraordinary circumstances arise due to potential impacts to state or federally protected resources, the preparation of an Environmental Assessment pursuant to NEPA or HUD standards.

- **4.1 Environmental Documentation.** The CONSULTANT shall coordinate and compile data for the applicable laws and authorities of NEPA review. The review will provide coordination with appropriate agencies and file worksheets outlined in the agency consultation and prepare the required Categorical Exclusion documentation.
- 5.0 City Shoreland Zoning Compliance. The Mandatory Shoreland Zoning Act requires municipalities to adopt, administer and enforce activities within 250 feet of natural resources. As such, the CONSULTANT shall coordinate with the City Code Enforcement Officer to adhere to the City standards required for the proposed project. This task will include meeting with the City of Caribou Planning Board to discuss the project as required.
- **6.0 City Floodplain Permit.** The Maine State Floodplain Management Program assists municipalities in determining the extend of a projects impacts within the floodway and in turn provides documents for the City to utilize for the project. The CONSULTANT will assist the City with filing these applications and determining that the Base Flood Elevation will not increase due to the project. Included in this task, a Hydrologic and Hydraulic (H&H) study will be performed by a subconsultant to determine flood levels and quantities in the event the proposed actions effect the existing flood map data.
- **7.0 Environmental Agency Coordination.** The above-mentioned permitting efforts will require numerous conversations, emails, and correspondence with state agency staff. The CONSUTLANT shall coordinate these efforts and provide information to City staff as required.

TASK C - DESIGN, DRAWINGS, & SPECIFICATIONS

The design phase of the proposed developments for the rehabilitation of Caribou Pond Park will provide preliminary and final drawings, specifications and contract documents. Each task below will be evaluated at the preliminary phase (50%) and final phase (90%) for stakeholder review and comment. The dredging component of the project will provide details regarding location and depth of excavation, access points, and restoration activities as required. The dam rehabilitation component of this project will be a design-build process with the selected contractor. It is anticipated that sheet piling will be utilized to stabilize the dam structure which will include coordination with a qualified sheet pile contractor who has experience with similar type projects. The fishway design will be in coordination with a qualified fish passage engineering subconsultant in conjunction with Maine IF&W Fish Biologist. The fishway is expected to be of a step-pool design, incorporating the existing dam rock/rip-rap outlet and supplementing with materials to meet fish passage parameters. Below are the specific tasks that will produce design documents for the bidding phase:

- 1.0 Title and Site Plan. Prepare the project drawings title sheet, site plan, and site plan notes. The site plan shall describe all major work items and clearly depict all areas on the site where work is proposed. The site plan shall also depict contractor's haul routes, equipment staging areas, and temporary material stockpiles areas. Site plan notes shall include the following:
 - · Location, maintenance, and restoration of haul route
 - Special drainage and erosion control measures
 - · Responsibility for location and maintenance of underground utilities
 - Requirements for marking and lighting of contractor's equipment and vehicles
 - Special work requirements with regard to environmentally sensitive areas
- **2.0 Existing Conditions Plan.** Prepare a construction safety/phasing plan and associated notes. Phasing notes shall include general phasing requirements and a detailed sequence of work proposed for each phase including time limitations for each phase.
- **3.0 Construction Safety/Phasing Plan.** Prepare a construction safety/phasing plan and associated notes. Phasing notes shall include general phasing requirements and a detailed sequence of work proposed for each phase including time limitations for each phase.
- **4.0 Pond Dredging Plan.** Prepare a plan that depicts the areas of dredging to include existing and proposed contours, access points, mean high and low water lines, shoreland zone boundaries, typical sections, and associated notes and details for construction activities.

- **5.0 Dam Rehabilitation Plan & Sections.** Prepare plans and sections that depict the rehabilitation efforts of the dam structure. This includes a general section of the dam as well as plan view of the improvements. General notes and details shall be established to provide overall boundaries of the proposed dam structure rehabilitation. Details of this construction activity will be finalized once a contractor is selected.
- **6.0 Fishway Plans & Profiles.** Prepare plans and profiles of the proposed fishway. This task will include coordination with the fish passage design subconsultant. Details and notes regarding access points, construction methods, and materials shall be included. This task involves the coordination with this subconsultant.
- 7.0 Erosion & Sedimentation Control Plan. Prepare an erosion control plan which complies with Maine Department of Environmental Protection (MaineDEP) and federal Environmental Protection Agency (EPA) requirements. All necessary details and notes will be included, prepared in accordance with Maine Erosion and Sedimentation Controls BMP's (1991, as revised 2014). Details will include siltation fence and hay bale barriers, riprap inlets and outfalls, temporary stone check dams, and erosion control mesh installation details.
- **8.0 Site and Civil Details.** Prepare details for general site, civil, and geotechnical requirements for the project.
- **9.0 Contract Specifications.** Prepare contract specifications including bidding documents, general provisions, and technical specifications for work included in the project in accordance with HUD Construction Standard Specifications, recognized engineering standard and principles in the field, and any supplements thereto.
- 10.0 Material Quantity Takeoffs and Cost Opinions. Prepare detailed material quantity takeoff and cost opinions for the proposed rehabilitation improvements. The cost opinions provided will furnish the necessary cost data to serve as a basis for judging the merit of bids to be received for construction. Since the consultant has no control over the cost of labor and materials, or over competitive bidding and market conditions, the opinions of probable costs provided for herein are to be made on the basis of their experience and qualifications, but the consultant does not guarantee the accuracy of such opinions as compared to the contractors' bids or the final project cost.
- 11.0 Quality Control Design Reviews. Perform in-house quality control and design reviews, which provide selected experienced representatives of the consultant with the opportunity to perform an independent analysis of the plans and specifications at the preliminary and final design stages to ensure accuracy, completeness, and constructability. Subsequent to these independent reviews, a special in-house project review meeting will be conducted to discuss the findings of the individuals. The recommendations of the internal design review will be incorporated into the final plans and specifications.
- **12.0 Meetings.** Attend design meetings with the OWNER & IF&W staff to review the progress of the project contract drawings and specifications and obtain comments.

13.0 Reproduction. Prepare and distribute the preliminary drawings, specifications, and contract documents at the completion of the preliminary design stage; and prepare and distribute the final drawings, specifications, and contract documents at the completion of the final design stage to the OWNER as required.

TASK D - BIDDING & ARRANGEMENT FOR CONSTRUCTION

The following tasks will provide the necessary documentation for prospective bidders. This task will prepare the necessary documents and arrange for construction bids.

- **1.0 Bid Documents.** Prepare up to 10 sets of bid documents for distribution to potential bidders, plan rooms, and material suppliers and prepare bid advertisement. The CONSULTANT shall also prepare electronic bid documents for distribution.
- **2.0** Advertisements. Submit advertisement for bids to Construction Summary of Maine. In addition, coordinate the bid advertisement on the OWNER's website. The City of Caribou will be responsible for the payment of all advertising fees.
- **3.0 Document Distribution.** Distribute bid documents, both through conventional delivery service and electronically, to bidders and maintain plan holder's list.
- **4.0 Bidder Questions/Addenda.** Answer questions from bidders during the bid period and issue addenda as required.
- **5.0 Pre-Bid Meeting.** Arrange and conduct a pre-bid site reconnaissance meeting for prospective bidders after the contract is advertised anticipated to be early summer of 2025.
- **6.0 Bid Opening.** Arrange and attend the bid opening at the City of Caribou City Offices.
- **7.0 Bid Analysis.** Analyze the proposals for conformance and make written recommendations to the project committee on the award of the contract.
- **8.0 Construction Contracts.** Prepare four (4) sets of construction contracts for execution by the Contractor and the OWNER. File these construction contracts electronically with the HUD.

TASK E - PROJECT ADMINISTRATION

This federally funded project will require several project administrative tasks that will support defining the project and enabling tasks to be completed, deadlines to be met, and coordinating stakeholders of the project with the information their entity requires.

1.0 Scoping Meeting. Arrange and attend a scoping meeting with the OWNER to review project design requirements, project schedule, funding issues, proposed work phasing,

and to formulate the strategy for project construction. Meeting minutes will be provided and distributed to meeting attendees.

- 2.0 Prepare Project Scope & Fee. Prepare a detailed project scope to reflect the effort required for the design and environmental permitting services as outlined herein. Discuss the project with the project team and provide additional information as necessary to ensure a full mutual understanding of the proposed requirements.
- 3.0 Process Reimbursement Requests. Collect and approve cost data, and prepare federal reimbursement requests. It is expected that a 10 reimbursement requests will be prepared. Assist the OWNER in the coordination and the tracking of payments between the HUD and the City's fiscal officer and applicant's payment system and report results to the OWNER in writing when requested to do so.
- **4.0 Housing & Urban Development Compliance.** As HUD is a federal partner in this project and providing the financing, several administrative tasks shall be completed in order to comply with the grant funding process. These tasks include completing and filing the Bid Document Review Checklist, the Site Certificate Checklist, and the Equipment Proposal Evaluation Checklist.
 - **4.1 HEROS Application.** The CONSULTANT shall obtain an account of the HUD Environmental Review Online System in order to coordinate and file information as required by this funding partner.
- **5.0 Project Administration**. The consultant shall perform the administrative work required because of federal participation in the project, specifically, the consultant shall consult and correspond, as necessary, with City's financial office on the following:

5.1 Grant Eligible Costs

- Obtaining data on funds expended and determining, in conjunction with the appropriate City and HUD officials, which funds are eligible for participation in federal grant payments.
- Obtaining data on the OWNER's administration costs and determining, in conjunction with the appropriate project officials, the eligibility of such costs to satisfy federal participation.

5.2 Audit Preparation

- The consultant shall consult as necessary with the Federal Auditor or State Auditor in connection with the preparation of a final audit.
- Retain records for seven (7) years in a file system ready for final auditing if necessary.
- **5.3 Quarterly Reporting.** The consultant shall prepare project performance reports as required by the HUD on a quarterly basis. The Quarterly Performance Report form

- shall be utilized and include actual accomplishment and baseline goal schedules, any explanations of goal slippage and a summary of cost overruns as applicable.
- **5.4 Federal Financial Reporting.** The Federal Form SF-425 will be filed with HUD on a semi-annual basis throughout the life of the project for periods ending March 31 and September 30.
- **5.5 Sponsor & Funding Agency Coordination.** The CONSULTANT shall coordinate HUD project related tasks, questions, requests, etc. as required during the course of the project.

PROJECT SCHEDULE

Award Engineering Contract	May 2025
HUD NEPA Review Complete	July 2025
MaineDEP & ACOE Permitting Complete	August 2025
Preliminary Design (50%) Complete	June 2025
Final Design (90%) Complete	August 2025
Advertise for Bids	September 2025
Open Bids	October 2025
Award Construction Contract	November 2025

ASSUMPTIONS

- 1. The scoped project is a habitat enhancement project to rehabilitate Caribou Pond and its infrastructure. As such, the permitting process, based on pre-project meetings, has been determined based on assumptions that the environmental impacts will be minor in nature. As part of this, Maine IF&W staff has agreed to provide a supervisory role with this project which is the driving factor of reduced permitting procedures. Should federal, state, or local agencies require additional environmental permitting or review outside of this scope of work, the CONSULTANT shall coordinate a supplemental agreement with the OWNER.
- 2. Due the timing of the kick-off of design services, much of the data collection task will utilize previous and historic data along with GIS data and current mapping with

augmentation of certain existing information such as boring data.

- 3. The Maine Army Corps of Engineers staff project manager has retired just prior to the commencement of permitting and engineering. The CONSULTANT has reached out to ACOE regarding who from their agency will be coordinating this project.
- 4. The proposed schedule is preliminary and contingent on finalizing the environmental reviews and permits. Should items arise that delay these permits, final design and bidding milestone deliverable dates shall be adjusted accordingly.
- 5. During preliminary discussions with MaineDEP solid waste department staff, it has been preliminarily determined that the dredge material from Caribou Pond shall be utilized for construction fill activities. This permit shall be applied for once a contactor has been selected. Should the disposal of this material change, the contractor will be responsible for coordinating additional testing requirements and will be responsible for any additional costs associated with testing that may be required.
- 6. The CONSULTANT has estimated fees for subconsultant tasks. All subconsultant invoices will be paid for actual cost of services.





SUMMARY OF FEES FOR **ENGINEERING SERVICES**

CARIBOU POND REHABILTIATION PROJECT

CITY OF CARIBOU MARCH 1, 2025

FI XED FEE

TASK	A COLLECTION OF DATA	\$33,466
TASK	B ENVIRONMENTAL PERMITTING	\$85,953
TASK	C DESIGN, CONSTRUCTION DRAWINGS, & SPECIFICATIONS	\$73,584
TASK	D BIDDING & ARRANGEMENT FOR CONSTRUCTION	\$14,095
TASK	E PROJECT ADMINISTRATION	\$33,467

TOTAL ENGINEERING SERVICES FEE \$240,565

TASK A - COLLECTION OF DATA

CLIENT: CITY OF CARIBOU

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	<u>DISCIPLINE</u>					
	<u>SUBTASK</u>	PROJECT	PROJECT	CIVIL	CAD	ADMIN
	<u>SUBTASK</u>	MANAGER	ENGINEER	DESIGNER	TECHNICIAN	ASSISTANT
	1.0 TOPOGRAPHIC SURVEY	8	6		2	
	2.0 EXISTING CONDITIONS PLAN	1	6		12	
	3.0 GEOTECHNICAL INVESTIGATION	2	12	12	6	
	4.0 NATURAL RESOURCE REVIEW	4	12	16	4	
	5.0 ON-SITE MEETING	4	4			
\mathcal{L}	6.0 STAKEHOLDER COMMUNICATION	6	4		2	
LABOR						
	TOTAL HOURS	25	44	28	26	0
	HOURLY RATE	\$85	\$60	\$42	\$35	\$25
	DIRECT LABOR COST	\$2,125	\$2,640	\$1,176	\$910	\$O
				TOTAL DIR	ECT LABOR COST	\$6,851
					RATE @ 142.0%	\$9,728
					TAL LABOR COST	\$16,579
					FIXED FEE (15%)	\$2,487
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	MEALS				Ų 0.0,	\$ -
	LODGING					\$ -
	MISCELLANEOUS				<u> </u>	\$ 1,200
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Q					TOTAL LABOR	\$ 16,579
				TO	TAL FIXED FEE	•
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				IOIAL SUB	CONSULTANTS	\$ 13,200
OTAL						
				TAS	SK A TOTAL	\$ 33,466

TASK B - ENVIRONMENTAL PERMITTING

CLIENT: CITY OF CARIBOU

PROJECT: CARIBOU POND PARK REHABILITATION

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<u>SUBTASK</u>	MANAGER	ENGINEER	DESIGNER	TECHNICIAN	ASSISTANT
1.0 NRPA PERMIT-BY-RULE	8	12	16	6	2
2.0 BENEFICAL USE PERMIT	12	16	24	8	2
3.0 ARMY CORPS GENERAL PERMIT					
3.1 APPLICATION FORM	4				2
3.2 MHCP & TRIBAL NOTIFICATIONS		2	6		
3.3 SPECIES LIST	1	4	8		
3.4 DRAWINGS & PLANS	4	8	12	16	
3.5 ADDITIONAL INFORMATION	8	12	16	6	8
4.0 HUD NEPA PART 58 REVIEW					
4.1 ENVIRONMENTAL DOCUMENTATION	40	36	48	16	18
5.0 CITY SHORELAND ZONING	8	12	6	2	
6.0 CITY FLOODPLAIN PERMIT	6	12	8		2
7.0 ENV. AGENCY COORDINATION	24	16	4		6
TOTAL HOURS	115	130	148	54	40
HOURLY RATE	\$85	\$60	\$42	\$35	\$25
DIRECT LABOR COST	\$9,775	\$7,800	\$6,216	\$1,890	\$1,000
			OVERHEAD TO	ECT LABOR COST RATE @ 142.0% TAL LABOR COST	\$26,681 \$37,887 \$64,568 \$9,685
	TA	SK S	QUANTITY	RATE	TOTAL
MILEAGE MEALS				\$ 0.67	\$ -
				<u> </u>	\$ -
LODGING					\$ -
REPRODUCTION					
MISCELLANEOUS					\$ 1,20

TOTAL EXPENSE COST \$ 1,200

TASK C - DESIGN, DRAWINGS & SPECIFICATIONS

CLIENT: CITY OF CARIBOU

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	<u>SUBTASK</u>	PROJECT	PROJECT	CIVIL	CAD	ADMIN
	<u>SUBTASK</u>	MANAGER	ENGINEER	DESIGNER	TECHNICIAN	ASSISTANT
	1.0 TITLE & SITE PLAN	1	1		4	
	2.0 EXISTING CONDITIONS PLAN		2	8	12	
	3.0 CONSTRUCTION SAFETY & PHASING	4	6	8	12	
	4.0 POND DREDING PLAN	2	8	12	24	
	5.0 DAM REHABILITATION PLANS	4	8	6	16	
	6.0 FISHWAY PLANS & PROFILES	24	8		8	
	7.0 EROSION CONTROL PLAN	2	4		8	
	8.0 SITE & CIVIL DETAILS		4	12	10	
	9.0 CONTRACT SPECIFICATIONS	16	20	24		16
\mathbf{m}	10.0 MATERIAL QTYS & COST OPINIONS	4	8	12	6	
	11.0 QUANITY CONTROL DESIGN REVIEWS	8				
LABOR	12.0 MEETINGS	8	8		2	4
\vdash	13.0 REPRODUCTION				4	8
	TOTAL HOURS	73	77	82	106	28
	HOURLY RATE	\$85	\$60	\$42	\$35	\$25
	DIRECT LABOR COST	\$6,205	\$4,620	\$3,444	\$3,710	\$700
					<u> </u>	
					ECT LABOR COST	\$18,679
					RATE @ 142.0%	\$26,524
				TO	TAL LABOR COST	\$45,203
				TOTAL	FIXED FEE (15%)	\$ 6,780
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SUBSEX	MEALS LODGING REPRODUCTION MISCELLANEOUS			TOTAL SUBC	S O.67 L EXPENSE COST IGN (ESTIMATED) DNSULTANT COST	\$ - \$ - \$ 600 \$ 600 TOTAL \$ 21,000
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SUBSEX	MEALS LODGING REPRODUCTION MISCELLANEOUS			TOTAL SUBC	S O.67 L EXPENSE COST IGN (ESTIMATED) DNSULTANT COST TOTAL LABOR TAL FIXED FEE	\$ - \$ - \$ 600 \$ 600 TOTAL \$ 21,000 \$ 21,000 \$ 45,203 \$ 6,780
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SUBSEX	MEALS LODGING REPRODUCTION MISCELLANEOUS			TOTAL SUBCE	S O.67 L EXPENSE COST IGN (ESTIMATED) DNSULTANT COST TOTAL LABOR TAL FIXED FEE	\$ - \$ - \$ 600 \$ 600 TOTAL \$ 21,000 \$ 21,000 \$ 45,203 \$ 6,780 \$ 600
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TASK D - BIDDING & ARRANGEMENT OF CONST.

CLIENT: CITY OF CARIBOU

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	<u>SUBTASK</u>	PROJECT Manager	PROJECT ENGINEER	CIVIL DESIGNER	CAD TECHNICIAN	ADMIN ASSISTANT
	1.0 BID DOCUMENTS	2	ENGINEER	3	4	6
	2.0 ADVERTISEMENTS	1		<u> </u>	1	2
	3.0 DOCUMENT DISTRIBUTION	-		6	 	2
	4.0 BIDDER QUESTIONS/ADDENDA	8	2	4	2	_
	5.0 PRE-BID MEETING	6	6		2	
	6.0 BID OPENING	4				
\sim	7.0 BID ANALYSIS	4	8	4		
	8.0 CONSTRUCTION CONTRACTS	4		6		
LABOR						
	TOTAL HOURS	29	16	23	8	10
' '	HOURLY RATE	\$85	\$60	\$42	\$35	\$25
	DIRECT LABOR COST	\$2,465	\$960	\$966	\$280	\$250
	`					
					ECT LABOR COST _	\$4,921
					RATE @ 142.0%	\$6,988
					TAL LABOR COST	\$11,909
				TOTAL	FIXED FEE (15%)	\$ 1,786
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	MEALS LODGING REPRODUCTION			TOTAL SUBC	DNSULTANT COST TOTAL LABOR TAL FIXED FEE	\$0 \$0 \$0 \$400 \$400 TOTAL \$0 \$11,909 \$1,786
	MEALS LODGING REPRODUCTION			TOTAL SUBCO	DINSULTANT COST TOTAL LABOR TAL FIXED FEE DTAL EXPENSE	\$0 \$0 \$0 \$400 \$400 TOTAL \$0 \$11,909 \$1,786 \$400
	MEALS LODGING REPRODUCTION			TOTAL SUBCO	DNSULTANT COST TOTAL LABOR TAL FIXED FEE	\$0 \$0 \$0 \$400 \$400 TOTAL \$0 \$11,909 \$1,786
	MEALS LODGING REPRODUCTION			TOTAL SUBCO	DINSULTANT COST TOTAL LABOR TAL FIXED FEE DTAL EXPENSE	\$0 \$0 \$400 \$400 TOTAL \$0 \$11,909 \$1,786 \$400 \$0
	MEALS LODGING REPRODUCTION			TOTAL SUBCE	S 0.67 L EXPENSE COST CONSULTANT COST TOTAL LABOR TAL FIXED FEE DTAL EXPENSE CONSULTANTS	\$0 \$0 \$400 \$400 TOTAL \$0 \$11,909 \$1,786 \$400 \$0
	MEALS LODGING REPRODUCTION			TOTAL SUBCE	DINSULTANT COST TOTAL LABOR TAL FIXED FEE DTAL EXPENSE	\$0 \$0 \$0 \$400 \$400 TOTAL \$0 \$11,909 \$1,786 \$400

TASK E - PROJECT ADMINISTRATION

CLIENT: CITY OF CARIBOU

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	<u>SUBTASK</u>	PROJECT	PROJECT	CIVIL	CAD		MIN
	10 COOPING METERIC	MANAGER	ENGINEER	DESIGNER	TECHNICIAN	A5515	TANT
	1.0 SCOPING MEETING	8	0	4	2		6
	2.0 PREPARE PROJECT SCOPE & FEE	12	8				6
	3.0 PROCESS REIMBURSEMENT REQ	8	10				12
	4.0 HUD COMPLIANCE	36	18	40			24
	5.0 PROJECT ADMINISTRATION	12	18	12			36
\approx							
H							
ABOR							
		7.0	4.4	10		_	7.0
	TOTAL HOURS	76	44	16	2		78
	HOURLY RATE	\$85	\$60	\$42	\$35		25
	DIRECT LABOR COST	\$6,460	\$2,640	\$672	\$70	\$1,9	950
				TOTAL DIR	ECT LABOR COST	\$11	792
					RATE @ 142.0%		,745
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					TAL LABOR COST		
				IOIAL	FIXED FEE (15%)	\$4,2	280
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ΟŽ					TOTAL LABOR		28,537
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				IAS	K D TOTAL) 3),40 <i>/</i>

City of Caribou, Maine



Meeting Minutes For:

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

City Council Highway/Protection Committee

Regular Meeting

Saturday, May 16,2025 @ 1:00pm

<u>City Council Highway/protection committee Item # 1:</u> Call meeting to Order

The meeting was called to order at 1:19 pm by Joan Theriault, Chair. The committee did roll call and confirmed that all committee members were present, Joan Theriault, Chair, Jody Smith and Paul Watson. Along with Staff David Ouellette, Public works director, and Penny Thompson, City Manager.

City Council Highway/protection committee Item # 2: Work Plan

The Belanger Road culvert project bid solicitation is out and due on 5/22/2025. The bids for the products needed for the department were approved at the April meeting, and the paving season workbook has been given to staff. Sweden St & through Hatch/Washburn, Prospect Street and to up Hershel and High Street are 100% MEDOT. The committee discussed the Municipal Partnership Initiative (MPI) which is a cost share between the City and MEDOT for the future. There are 20 intown streets and 8 country roads slated to be paved through the asphalt product purchases in 2025.

City Council Highway/protection committee Item # 3: Streetlights

The trailer park is mostly done, re-vendors on poles. An email was shared by Penny Thompson, City Manager that was sent from Timothy Todd president and Owner of R.L. Todd & Son Inc, The email states:

"We have not received the balance of the lights for the rural intersections. We expect them any day and have asked for an update. The intown lights have been installed and are energized with the exception of the following list. These need secondary power from Versant and will require the City to initiate that work order with them as the customer.

Lights without power:	Solar St.	Pole# 25980	Solar St.	Pole# 25970
	Alpha St.	Pole# 25985	Sincock St.	Pole# 120296
	Spring St.	Pole# 71679		

Note that these fixtures do not have versant power, but they are installed and ready. The balance of the fixtures are up and working. Thanks Timothy Todd"

A reminder to not forget about Steve Doody and his light and getting a connection from Versant.

City Council Highway/protection committee Item # 4: Brush Removal

This last week the brush removal took place, there was 12 men who worked 38 hours, all the brush has been picked up in town. The plan will need to be revamped as the program is being taken advantage as there is a lot of dirt, leaves and canine feces. The program was intended to pick up brush, but they pick it all up to avoid getting anything in the catch basins. There will be an ad put out that it will be the final year of brush program.

<u>City Council Highway/protection committee Item # 5:</u> River Road

The line is still on the pole, even after having a few conversations between Spectrum and Consolidated to move the line. At this time there is no eta on when the line will be addressed.

<u>City Council Highway/protection committee Item # 6:</u> High St / Bennett Dr Intersection

The discussion on the "Dog leg" that has been closed after the infrastructure fail this winter. DOT owns the island and "Dog Leg". DOT is going to see if they are able to close it, no response yet.

<u>City Council Highway/protection committee Item # 7:</u> Any Other stuff the committee wants to discuss?

Fort Street Bridge will be closed in 2027 for 2 months or more, the committee will need to figure out police/fire response during this time in the area.

<u>City Council Highway/protection committee Item # 8:</u> Set next meeting date

The next meeting will be TBD

City Council Highway/protection committee Item # 9: Adjournment

The motion to end meeting by Joan Theriault, motion was seconded by Paul Watson, the vote was unanimous adjourning the meeting at 3:07 pm.

<u>City Council Highway/protection committee Item #10:</u> Farewell and Thanks

After the meeting the committee said their farewells and thanked Dave Ouellette for the years of hard work and dedication he has provided to the Community and Public Works Department.

MEMO

To: Mayor and City Council Members From: Penny Thompson, City Manager

Date: May 27, 2025

Re: Committee Report – Municipal Buildings Committee



The Municipal Buildings Committee has put out the RFQ for the Fire Station project with the assistance of Jim Gardiner. The qualifications were received and scored. Two highly qualified firms were contacted to submit a budget for the project. These budgets were reviewed, and the next step will be for the committee to meet with the candidates.

MEMO

To: Mayor and City Council Members From: Penny Thompson, City Manager

Date: May 27, 2025

Re: Committee Report – Public Safety Building Committee



The Public Safety Building committee has put out the RFP for the Police Station project with the assistance of Artifex. The pre-bid meeting was on May 21. The bids are due June 12. The pre-bid meeting was well attended so the committee hopes that several bids will be received for this project.

Anyone who is interested can reach out to Artifex for plans and addendum.

MEMO

TO: Caribou City Council Members FROM: Penny Thompson, City Manager

DATE: May 27, 2025

RE: City Manager's Report



Since the last City Council meeting, there have been some significant updates regarding the tax bills that will be going out this summer. The County of Aroostook has passed their budget which will result in an estimated mil increase of .333 mil. The RSU#39 has held their District Budget meeting and are proposing a budget that would result in an estimated mil increase of 1.409 mil. The accepted municipal budget has the potential to raise the mil rate by 2.5 mil.

There needs to be a serious discussion about what can be done to bring that tax rate down.

I will bring more information to Tuesday's meeting.

MEMO

To: Mayor and City Council Members From: Penny Thompson, City Manager

Date: May 27, 2025

Re: Tax-Acquired Property Process Update



The City Council has asked staff to bring suggestions forward for disposing of tax-acquired properties. The latest guidance from MMA is attached.

The current City of Caribou Chapter 19 ordinance (attached) on tax-acquired property will need to be updated to reflect the new guidance.

The City will need to go out for an RFP for professional real estate services to sell the tax-acquired properties currently on the books. (sample from the City of Caribou attached)

Another thing to consider is the agreement between the City of Caribou and the CUD from 2010 (attached). This has been discussed again recently due to the property on North Street that the City of Caribou conveyed to the Business Investment Group with unpaid water and sewer liens.

Requested Action

There is no action required. This is an update.

However, if the City Council would like to form an ad-hoc committee to work with staff on this issue, that would be appreciated.



2024 CHANGES TO SALE PROCEDURES FOR TAX-ACQUIRED **PROPERTY**

MMA Legal Services Guidance

Updated May 15, 2024

In 2024 the Maine Legislature enacted a third version of 36 M.R.S. 943-C, creating significant changes to a law that had also been revised in 2023. See PL 2023, c. 640. The new 2024 sale procedures are discussed below.

Summary of 2024 changes:

- The Notice of Impending Foreclosure (36 M.R.S. § 943) is revised.
- The municipal officers must still send a pre-sale notice to the former owner of tax-acquired property 90 days before the board lists the property for sale. However, the former owner no longer must respond requesting the "special sale process;" the special sale process is now required for sales to third parties.
- Licensed real estate agents (in addition to brokers) may list tax-acquired property.
- The law clarifies when municipal officers have been "unable to list or sell property" through a real estate broker/agent (and therefore may use another sale process).
- The definition of "excess sale proceeds" is revised.
- A new post-sale notice of intent to distribute proceeds must be sent to the former owner(s) and any party that had a recorded interest in the property.
- An itemized accounting of sale proceeds may be requested by the former owner.
- A process is provided for situations where tax-acquired property will be retained for municipal use.
- Municipalities may provide the required post-sale notice of intent to distribute proceeds by publication if the former owner(s) cannot be located; unclaimed excess sales proceeds for unlocated former owners will be forwarded to State Treasurer.
- A notice must be recorded in the registry of deeds confirming distribution of excess proceeds.
- The law revises and limits the deemed waiver resulting from the former owner's acceptance of excess proceeds.
- The 2024 amendments take effect August 9, 2024.



Property subject to the law:

Like previous versions of § 943-C, the 2024 amended law applies to real estate that is tax-acquired pursuant to the tax lien mortgage foreclosure process in 36 M.R.S. § 942 – 943. The new requirements take effect August 9, 2024, and apply to decisions to sell or retain tax-acquired property for municipal use after that date regardless of the date the underlying tax lien foreclosed.

Revisions to lien forms are also required effective August 9, 2024.

Changes to tax lien forms:

Effective August 9, 2024, wording within the notice of impending foreclosure required by 36 M.R.S. § 943 must be revised to say:

"IF THE TAX LIEN FORECLOSES, THE MUNICIPALITY WILL OWN YOUR PROPERTY AND MAY SELL IT AND RETURN EXCESS SALE PROCEEDS TO YOU, IF ANY, PURSUANT TO THE MAINE REVISED STATUTES, TITLE 36, SECTION 943-C."

Sample lien forms in the appendix to our *Guide to Municipal Liens* will be revised soon.

Summary of required sale procedures:

Effective August 9, 2024, if tax-acquired real estate will be sold to someone other than the former owner:

- 1. Pre-sale notice. At least 90 days prior to listing property for sale the municipal officers or their designee must send a written notice to the last known address of the "former owner" by U.S. Postal Service certified mail, return receipt requested <u>and</u> by first-class mail, notifying the former owner(s) of the sale process required by 36 M.R.S. § 943-C. (A Maine Revenue Services form should be used to provide the notice).
- 2. Manner of sale. The municipal officers or their designee must list the property for sale with a real estate broker or agent licensed in Maine, at the highest reasonable price at which the property is anticipated to sell. The broker/agent may not hold an elected or appointed office in the municipality nor be employed by the municipality. The municipality must allow at least 12 months after listing for the property to sell.
- 3. **Inability to list or sell.** If, after three attempts, the municipal officers are unable to contract with a real estate broker or agent; or if the broker or agent is unable to sell the property within 12 months after listing, the municipal officers may sell the property in any manner authorized by the municipality's legislative body, **provided that the former owner must still receive any excess sale proceeds.**

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- 4. **Conveyance.** If the property is sold, it must be conveyed via **quitclaim deed** to the successful buyer.
- 5. **Return of funds**. Regardless of the sale method, if any "excess sale proceeds" exist after sale, they must be paid to the former owner (see below for information on proceeds).
- 6. Post-sale notice of intent to pay excess proceeds. If excess proceeds exist, at least 30 days before they distribute the proceeds to the former owner(s), the municipal officers must provide notice of the proceeds to (1) the former owner(s) and (2) any record holder of an interest in the property. Notice must be sent by first class mail <u>and</u> certified mail, return receipt requested. The former owner(s) may request a written accounting of the amount of excess sale proceeds, and an itemization of any deductions allowed in § 943-C(3)(C) (discussed below).
- 7. Failure to locate former owner. If the former owner(s) cannot, after reasonable diligence, be located in order for the municipal officers to send the written notice of intent to distribute proceeds, the board may publish notice once a week for three consecutive weeks in a newspaper of general circulation in the county. The published notice must contain the name of the former owner, a description of the property, the amount of excess proceeds, and the date by which the proceeds must be claimed. If the former owner fails to claim the excess proceeds within 30 days after the final notice is published, the proceeds must be transferred to the Unclaimed Property Fund in the State Treasurer's office.
- 8. Recorded notice. Within 10 days after excess sale proceeds are paid to the former owner(s), the municipality must record a notice in the registry of deeds confirming the distribution of proceeds. A form will be provided by Maine Revenue Services; it must be signed by the municipal officers and include information required in the statute (see discussion below).

Who is the "former owner"?

"Former owner" is defined in the law as the "owner or owners of record at the time of foreclosure and if deceased, the former owner's heirs, devisees, or personal representative."

If tax-acquired property was owned by more than one person when the lien foreclosed:

If tax-acquired property was co-owned by more than one person at the time the lien foreclosed (e.g., by one or more tenants in common or joint tenants), the required notice of special sale process should be sent to each co-owner at least 90 days before the tax-acquired property is listed for sale.



Calculating the amount of "excess" sale proceeds:

The excess proceeds to be returned to the former owner is equal to the amount of sale proceeds remaining after the municipality deducts the following amounts (see § 943-C(3)(C)):

- a. All taxes owed on the property.
- b. Total property taxes that would have been assessed on the property after foreclosure while the property was owned by the municipality.
- c. All accrued interest.
- d. Fees, including advertising, mailing, recording, property listing and real estate broker's or agent's fees, to the extent that those fees are not included in the broker or agent fee agreement.
- e. Any other expenses incurred by the municipality in selling, maintaining or improving the property, including, but not limited to, documented administrative costs and reasonable attorney's fees.
- f. The municipality's lien and foreclosure process costs, including but not limited to, reasonable attorneys' fees.
- g. Unpaid sewer, water or other utility charges and reasonable fees imposed by the municipality.

Required notice forms:

Municipalities must provide notice to the former owner(s) on a form provided by the State Tax Assessor, Maine Revenue Services (MRS). The MRS has not yet issued an updated form consistent with the 2024 amendments.

Contact MRS at (207) 624-5600 with questions about the forms and contact MMA Legal Services or the municipality's attorney for advice on providing notice before the law becomes effective on August 9, 2024.

May property be sold back to the former owner?

Yes, assuming the municipal legislative body has provided that authority. If property is sold to the former owner, the sale procedures and notices required in 36 M.R.S. § 943-C do not apply.

Note that neither the statute nor the U.S. Supreme Court's *Tyler* decision (discussed below) addresses the price the municipality may require a former owner to pay to repurchase taxacquired property. Based on the principles stated in the *Tyler* decision, we advise municipalities to base the repurchase price for the former owner on the total taxes, interest, fees and administrative costs associated with the property. The list of costs contained in 36 M.R.S. § 943-C(3)(C) may be helpful guidance.



Retaining tax-acquired property:

If the municipality will retain tax-acquired property for municipal use (*e.g.*, as a park, fire station), the municipal officers must procure an appraisal of the property. The appraiser must be licensed to provide appraisals in Maine and may not hold an elected or appointed office in, or otherwise be employed by, the municipality. See 36 M.R.S. § 943-C(7).

The municipal officers must calculate whether any excess sale proceeds exist using the appraised value (instead of the sale price) and then must provide the notices otherwise required for post-sale distribution of proceeds (§ 943-C(8)). The appraisal must be prepared within 120 days before the distribution of excess proceeds (if any).

The appraisal fee may be included in the calculation of excess proceeds. See § 943-C(C)(4).

Note: these procedures apply only to tax-acquired property the municipal legislative body affirmatively decides to retain for municipal use. These requirements do not apply when the municipal officers choose to take no action after foreclosure and allow former owner to continue to reside at property.

Inability to list or sell the property with a real estate broker/agent:

If the municipal officers are unable to list the property with a broker/agent (after three tries) or to sell the property within 12 months after listing it with a broker/agent, the municipal officers may proceed to sell the property as otherwise allowed by the municipal legislative body. (We recommend that the municipal officers document their attempts to list property and ask for any broker/agent's refusal to list in writing). After the sale, the municipality must still calculate and return excess sale proceeds (if any) to the former owner.

In this limited instance, municipalities are not required to use a real estate broker/agent and instead may determine their sale process (which may be addressed in a warrant article/ ordinance/charter). However, a few legal issues should be considered when deciding on a sale method. Unfortunately, no additional guidance on acceptable sale procedures is provided by the *Tyler* decision or in the statute. Because the sale price impacts the amount of excess proceeds to be returned to the former owner, the best method of reducing potential challenges to the sale is to use a sale process intended to obtain a reasonable market value* for the property (rather than merely seeking a sale price equal to back taxes and costs).

In addition, "fraudulent transfer" concerns arise if the former owner does not receive "reasonably equivalent value" for the combined tax debt and any excess equity in the property. These concerns can arise and can result in a challenge to the sale if the former owner is insolvent and files for bankruptcy within certain time periods following the sale. (See chapter 6 of our current *Guide to Municipal Liens* for a more detailed discussion.)



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These concerns also can be reduced when the municipal officers use sale procedures reasonably likely to result in a sale for market* value. These may include ample notices of sale, wide-spread advertising, and/or a competitive process. Specific options might include a well-advertised sealed bid process or a professionally managed public auction process.

(**Note:* despite the limited waiver incorporated in the statute, title issues inherent to tax-acquired property usually mean that the property's market value will be lower than if the property was not tax-acquired.)

Must an itemized accounting of sale proceeds be provided to the former owner?

Only upon the former owner's request. See 36 M.R.S. § 943-C(3)(D).

We do strongly recommend, however, that the municipal officers document the calculation of excess proceeds and applicable deductions within their own records.

Recorded post-distribution notice. What data must be included?

Within 10 days after distributing excess proceeds to a former owner, the municipality must record a notice in the county registry of deeds documenting its compliance with the law. See § 943-C(11).

The recorded post-sale notice is intended to address and reduce some of the title issues that arise in connection with tax-acquired property and may improve the potential sale prospects for such property.

Maine Revenue Services is required to prepare a template for the recorded notice. The notice will contain name of former owner(s) to whom excess proceeds paid; the amount of excess proceeds; the date proceeds were paid to the former owner/State Treasurer; a description of property, and a statement that the former owner's receipt of excess proceeds is deemed to be a waiver of the former owner's right to commence a challenge to the foreclosure pursuant to 36 M.R.S. § 946-B. The municipality may voluntarily wish to include the names of those with a recorded interest in the property and the date that the notice of intent to distribute proceeds was sent to those parties.

Although not specifically required by the statute, MMA Legal Services recommends that the municipal officers consider recording a similar notice in the county registry of deeds even if no excess proceeds resulted from the property sale. Taking this step can document that the municipality followed the required sale process and that no excess proceeds existed; it may eliminate title concerns as to the municipality's compliance/omission.

Note that the law specifically states that the failure of the municipality to comply with the recording requirement does not nullify or otherwise affect the validity of the deemed waiver provided in the statute. See § 943-C(6).



Release of claims relating to the lien or excess proceeds:

The 2024 amendments revised the waiver provisions in the 2023 version of the law.

The law no longer expressly allows municipalities to require the former owner to execute a quitclaim deed releasing all the former owner's interest in the property. Instead, the law expressly deems the receipt of excess proceeds by the former owner to be a waiver of the former owner's right to challenge the lien foreclosure process pursuant to 36 M.R.S. § 946-B. (Section 946-B normally allows up to 5-years to challenge foreclosures of liens recorded after 10/13/14).

As the deemed waiver removes some potential legal challenges to the foreclosure, it may reduce title concerns for prospective buyers and possibly increase the expected sale price (and former owner's proceeds).

However, the 2024 amendments did limit the deemed waiver of claims by also confirming the former owner's right to challenge the amount or conveyance of excess proceeds. See § 943-C(6).

Applicability to municipal sewer and stormwater liens?

The sale procedures in 36 M.R.S. § 943-C do not apply to sales of property acquired through a lien foreclosure based on unpaid sewer or stormwater user charges.

However, the constitutional principles stated in the *Tyler* decision likely apply to many types of government forfeitures, as do fraudulent transfer concerns associated with insolvent debtors in bankruptcy proceedings (see *Guide to Municipal Liens*, chapter 6). These concerns likely impact the recommended sale process and disposition of sale proceeds relating to property acquired through sewer or stormwater lien foreclosures in similar ways. As a result, municipal sale procedures and warrant articles or ordinances governing sale of real estate acquired through other types of lien forfeitures should be reviewed and revised with advice of counsel.

Is updated local authority needed to implement the 2024 amendments to the law?

Possibly. Although the statute requires specific sale procedures, it does not actually *authorize* any sale of tax-acquired property – only the municipal legislative body possesses that authority. Before proceeding to sell tax-acquired property, we recommend that the municipal officers review local charters, ordinances and warrant articles for consistency with the 2024 law, especially if this review was not conducted in 2023.

The 2024 amendments are based on the same basic sale procedures enacted in 2023; however, it is possible that local warrant articles adopted pursuant to the 2023 (or earlier versions) of the law would not be sufficient. Existing warrant articles, ordinances or charters may not authorize (or may conflict with) the sale procedures now required. For instance, a warrant article or ordinance adopted several years ago might require all sales to be conducted by sealed bid, which does not comply with or authorize procedures under the current law. Some existing municipal articles or



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ordinances may be consistent with the new law; for example, an article broadly allowing sales within the municipal officers' discretion would remain valid, assuming the municipal officers do comply with the current law. Even so, it may be better for an article to address the required process and expressly authorize the municipal officers to return excess proceeds.

In some cases, a special town meeting or council action to revise articles or ordinances may be necessary. Charter municipalities should seek legal advice if the charter addresses tax-acquired property sales.

Sample warrant articles:

Below are examples of articles that would be consistent with current statutory requirements. We also recommend review by the municipality's attorney before an article is presented to the town meeting for approval.

Art. ___. To see if the Town will vote to authorize the municipal officers to dispose of tax-acquired property as they deem in the best interests of the Town, except that the municipal officers shall first use the sale process in 36 M.R.S. § 943-C if they choose to sell property to anyone other than the former owner, as defined in § 943-C. For sales to someone other than the former owner, excess sale proceeds, as defined in 36 M.R.S. § 943-C, shall be returned to the former owner.

Art. ___. To see if the Town will require the municipal officers to provide the former owner(s) of tax-acquired property, or if deceased his/her/their heirs, personal representative or devisees ____ months to repurchase the property on terms the board deems in the best interests of the Town; if no repurchase occurs, the municipal officers may sell the property through the sale process required by \$6 M.R.S. § 943-C. If the board is unable to list or sell the property as required by § 943-C(3), the board may sell the property in any manner it deems in the best interests of the Town. For sales to someone other than the former owner, excess sale proceeds, as defined in 36 M.R.S. § 943-C, shall be returned to the former owner.

Art. ____. To see if the Town will authorize the municipal officers to dispose of tax-acquired property via quitclaim deed by either (A) offering the property to the former owner(s) or if deceased, to his/her/their heirs/devisees/personal representative for a price equal to all outstanding taxes, interest, fees and costs; or (B) using the process required by 36 M.R.S. § 943-C, provided that if the board is unable to list or sell the property as required by § 943-C(3), the board may sell the property through a competitive sealed bid process in which a notice advertising sale of the property shall be published at least twice in a newspaper of general circulation in the county. For sales other than to the former owner, excess sale proceeds, as defined in 36 M.R.S. § 943-C, shall be returned to the former owner.



What about municipalities that already adopted ordinances allowing return of excess sale proceeds?

Since 2015, Maine law (36 M.R.S. § 949) has allowed municipalities to adopt ordinances voluntarily returning excess proceeds to the former owner of tax-acquired property. Unfortunately, neither the 2023 or 2024 legislation addresses how the new sale requirements in § 943-C coordinate with section 949. Because the sale procedures enacted in 2023 and 2024 are more recent enactments, they likely supersede section 949 in any places where there is a conflict with section 949. Municipalities that adopted ordinances under section 949 should review those ordinances with legal counsel and revise them for consistency with the current version of § 943-C.

Quick Links to Resources:

2024 legislation - "An Act to Amend the Process for the Sale of Foreclosed Properties Due to Nonpayment of Taxes," PL 2023, c. 640.

Real Estate Tax Lien Mortgage Foreclosure statute, <u>Title 36 M.R.S. § § 942 – 949.</u>

Report of Working Group to Study Equity in The Property Tax Foreclosure Process

Tyler v Hennepin County, Minnesota, 598 U.S. 631 (May 25, 2023)

2023 legislation - "An Act to Return to the Former Owner Any Excess Funds Remaining After the Sale of Foreclosed Property," PL 2023, c. 358.

"Major U.S. Supreme Court Decision Impacting Municipalities," MMA Legal Services Update, May 25, 2023



Historical Background to statutory changes:

Recent amendments to 36 M.R.S. § 943-C stem from a 2023 U.S. Supreme Court decision that created concerns about Maine's tax-acquired property sale procedures, resulting in the 2023 and 2024 amendments to Maine law.

U.S. Supreme Court 2023 decision:

In <u>Tyler v. Hennepin County, Minnesota</u>, 598 U.S. 631, decided May 25, 2023, the U.S. Supreme Court unanimously held that a government violates the Takings Clause of the U.S. Constitution's Fifth Amendment when it sells tax-acquired property and keeps more sales proceeds than are owed in delinquent taxes, interest, costs.

In *Tyler*, a Minnesota County foreclosed on Geraldine Tyler's condo for unpaid property taxes, later selling the property for more than she owed in back taxes. Minnesota law allows the government to keep all proceeds from sales of tax-acquired property -- which it did in Tyler's case. Tyler sued, claiming the County's action violated the takings clause of the U.S. Constitution's Fifth Amendment, which prohibits the government from taking property for public use without just compensation. Lower courts dismissed her suit for lack of standing on the grounds that she did not have a property interest in the sale proceeds because she did not own the property at the time of sale; full title had previously passed to the government.

The U.S. Supreme Court reversed, holding that Tyler did state a valid claim. The Court held that property owners like Tyler have a property interest in "excess" equity from the sale of taxacquired property. Although Hennepin County had the right to foreclose on, seize and sell the property, it violated the Constitution when it retained more in sale proceeds than the amount Tyler owed.

Why did the *Tyler* decision matter to Maine municipalities?

The decision was significant because the Minnesota law challenged in *Tyler* was similar to Maine's tax lien mortgage foreclosure law ($36 \text{ M.R.S.} \ \S 942 - 943$), which vests full title in the municipality upon lien foreclosure. Like former Maine law, Minnesota law allowed the municipality to keep all sale proceeds received from the sale of most tax-acquired property.

As a result of the *Tyler* decision, it is likely unconstitutional for Maine municipalities to retain all proceeds of tax-acquired property sales beyond the tax debt and costs.

The same principles likely also apply to sale proceeds connected to sale of property acquired through other municipal lien forfeitures, for example, lien foreclosures based on unpaid sewer or stormwater charges.



Did the *Tyler* decision invalidate Maine's tax lien mortgage foreclosure process?

No. The *Tyler* decision did <u>not</u> invalidate Maine's tax lien mortgage foreclosure statute or any past or present municipal tax lien mortgage foreclosure proceeding. The Court's decision only impacts post-foreclosure sale procedures.

2023 changes to Maine law:

Immediately after the *Tyler* decision was issued, the Maine Legislature enacted emergency legislation (<u>PL 2023, c. 358</u>), effective June 30, 2023, that independently required municipalities to return "excess" sale proceeds. The 2023 legislation:

- Repealed the special sale process for tax-acquired homestead property formerly owned by senior low-income persons (36 M.R.S. § 943-C);
- Reformulated 36 M.R.S. § 943-C to instead establish sale procedures applicable to virtually all sales of real estate acquired via the tax lien mortgage foreclosure process in 36 M.R.S. §§ 942 - 943; and
- Defined excess sale proceeds and required their return to the former owner.

Working group proposals:

A "Working Group to Study Equity in The Property Tax Foreclosure Process" was formed in 2023 as required by the 2023 legislation revising tax-acquired property sale procedures. (PL 2023, c. 358). The working group met during the fall of 2023, developed recommendations and issued a report containing proposed legislation. See: Maine Revenue Services website under the "Property Tax" section, "Assessor's Page" link, and scroll down to "Reports to the Legislature" to access the working group's report. Or go to the following link:

 $\frac{https://www.maine.gov/revenue/sites/maine.gov.revenue/files/inline-files/Final%20Report%20of%20the%20Foreclosure%20Working%20Group%202240115.pdf$

The working group's report was presented to the Legislature's Taxation Committee in March 2024. Legislation proposed by the working group was published by order of the Taxation Committee as LD 2262. That proposed legislation was then modified significantly by the Committee as a result of input received from several interested parties. Modifications to LD 2262 were approved by the Committee and enacted as PL 2023, c. 640, which was signed by the Governor on April 16, 2024. The legislation becomes effective August 9, 2024.

For more information or questions, please contact:

MMA Legal Services

800-452-8786 or legal@memun.org.

Chapter 19 - Policy for Tax Acquired Property

Section 1.	.0 General	Purpose	Statement
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Section 2.0 Pre-Foreclosure Review and Evaluation of Liened Property

Section 3.0 Consideration of Lien Waivers

Section 4.0 Waiver of Foreclosure

Section 5.0 Tax Acquired Properties Management

Section 6.0 Disposal of Tax Acquired Properties

Section 7.0 Reclaiming Property After Foreclosure

Section 8.0 Public Bid Process for Tax Acquired Properties

Section 9.0 Savings Clause

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 <u>If necessary</u>, 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 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,
- (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.

Property #1: Tax Map	Lot (Desci	ription example <i>a 19</i>	72 Westbrook 12 x 60 mobile
home unit, no land, located in the	Caribou Trailer	Park, N. Main Stree	t. Unit must be removed from
the Park within 30 days of acquisi	tion.) 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.
- 8.5 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 preauthorization 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.
- 8.6 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.

8.7 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 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.

Historical Note: Chapter 19 as adopted by City Council June 14, 2021.



CITY OF AUGUSTA, MAINE DEVELOPMENT SERVICES OFFICE

NOTICE TO PROSPECTIVE BIDDERS

Proposals must be submitted by mail or in person in both hard copy and PDF format on a USB thumb drive to the Economic Development Director by **2:00 PM EST on Tuesday, April 15, 2025**, at which time they will be publicly opened and the review process will begin. Telephone, telegraph, or facsimile bids will not be accepted. No bids will be accepted after the above-stated time and date.

Project Name: Real Estate Brokerage Services for Tax-Acquired Properties

Location:

City Center 16 Cony St. Augusta, ME 04330

Outline of Work: The City of Augusta is seeking proposals from licensed real estate brokers or agents to provide brokerage services for the sale of tax-acquired properties. These properties include both standard tax-acquired properties and those designated as Party in Possession (PIP), which may require additional legal processes before sale. The City anticipates a variety of property types, including vacant lots, residential parcels, and properties that have undergone environmental remediation.

The selected broker(s) will:

- List and market tax-acquired properties to potential buyers. The City desires to list the available properties for sale on or before <u>June 1, 2025</u>.
- Ensure that all properties are listed in the Maine Multiple Listing Service (MLS).
- Facilitate property showings and negotiations.
- Advise the City on pricing and sale strategies.
- Coordinate with the City to comply with statutory requirements, including the return of excess sale proceeds.

Proposal Requirements:

• Qualifications and Experience: Describe your brokerage's experience with tax-acquired or distressed property sales.

Fee Structure:

- Indicate your commission rate for property sales.
- Specify a flat fee structure for properties valued below \$5,000, if applicable.
- Property Listing: Confirm your ability to list properties in the Maine MLS.
- Property Coverage: Identify the available properties listed in Exhibit A that you or your brokerage would commit to marketing and listing.
- Availability: Confirm your ability to dedicate resources to the timely listing and marketing of these properties.

Evaluation Criteria:

- Fee Structure (40%) Competitive commission and flat fee structures.
- Qualifications and Experience (25%) Relevant expertise in tax-acquired or distressed property sales.
- MLS Compliance (15%) Commitment to list properties in the Maine MLS system.
- Property Coverage (15%) Preference given to brokers willing to list at least a majority of available properties.
- Availability and Responsiveness (5%) Ability to meet the City's timeline and requirements.

Contract Terms: The contract term will be for one (1) year from the date of award, with the option for two (2) subsequent one-year extensions, subject to mutual agreement. Either party may terminate the contract with a 60-day written notice.

Submission Instructions:

Submit your proposal by 2:00 PM EST on Tuesday, April 15, 2025, to:

Keith Luke Economic Development Director City of Augusta 16 Cony Street Augusta, ME 04330

Proposals must be submitted by mail or in person in both hard copy and PDF format on a USB thumb drive. All submissions must be enclosed in a sealed envelope referencing Bid #22509.

Late submissions will not be considered.

Questions regarding this RFP must be submitted in writing by April 8, 2025, at 4:30 PM EST. **Questions regarding this RFP must be submitted in writing.**

Terms and Conditions: The City reserves the right to reject any or all proposals, waive minor irregularities, and negotiate with the selected broker(s) to finalize terms. Selection does not guarantee the assignment of all or any properties.

This RFP and related attachments may be obtained at the Department of Development Services, City Center, 16 Cony Street, Augusta, ME. Bid documents are available beginning on <u>Tuesday, March 18</u>, **2025** at the Development Services Office-1st Floor at (207) 626-2365 and on the city website.

The City encourages women and minority-owned businesses to submit bids.

City of Augusta, Maine by:

Jared J. Mills

City Manager/Purchasing Agent

AGREEMENT

Agreement dated this 26th day of November, 2010, by and between the CARIBOU UTILITIES DISTRICT, a quasi-municipal corporation with a mailing address of P.O. Box 879, Caribou, ME 04736 (herein the "District") and the CITY OF CARIBOU, a municipal corporation with a mailing address of 25 High Street, Caribou, ME 04736 (herein the "City").

WHEREAS, the territorial jurisdiction of the City and the District is identical;

WHEREAS, the District acting pursuant to the provisions of its Charter and codified at 38 M.R.S.A., Section 1208, and 35-A M.R.S.A. Section 6111-A, as amended, is authorized to enforce the payment of assessments, rates, tolls, rents and other charges through a statutory lien and mortgage procedure (hereafter "sewer and/or water liens");

WHEREAS, the City, acting under the provisions of <u>36 M.R.S.A. §§ 612</u>, 942 and 943, is authorized to enforce the collection of taxes levied upon real and personal property through a statutory tax lien certificate and mortgage process (hereafter "tax liens");

WHEREAS, the City and District are duly authorized to enter into Interlocal Agreements pursuant to 30-A M.R.S.A. §§ 2201-2207;

WHEREAS, the City's tax lien interest securing payment of unpaid real property taxes has priority over the District's sewer and water lien securing non-payment of sewer and/or water assessments, rates, tolls, rents and other charges;

WHEREAS, in the event that the City acquires title to real property through foreclosure of tax liens the City has no further legal responsibilities to compensate the District for outstanding assessments, rates, tolls, rents or other charges then secured by sewer and/or water liens or otherwise outstanding;

WHEREAS, the City and the District are in agreement that it is in their best mutual interests to agree on a procedure to secure payments of outstanding tax liens and sewer and/or

water liens in cases where the lien City's tax and the District's sewer and/or water lien attach to the same property;

WHEREAS, the City and the District are in agreement that it is in their best mutual interests to agree on a joint protocol for the orderly sale and transfer of property acquired through foreclosure of real estate tax liens or sewer or water liens;

NOW, THEREFORE, it is agreed by the City and the District as follows:

- 1. In the event that the City decides to sell or otherwise convey real property acquired by the City through foreclosure of a tax lien or tax liens, and such real property is also the subject of a District sewer and/or water lien or liens, the City agrees that it will not sell or convey the City's interests in such tax acquired property to any third party until and unless all unpaid sewer and/or water liens and then outstanding rates, assessments, or other lawful charges due and owing to the District as pertain to such real property are paid in full. In order to facilitate this agreement, the City agrees to add the amount of unpaid sewer and water charges to the amount due to the City in determining the minimum bid when a property is sold. In the event of a sale in which the City elects to accept less than the minimum bid as so calculated, the City shall contact the District for concurrence.
- 2. With respect to tax acquired real property for which there is a repayment agreement between the taxpayer and the City, the City agrees to require the taxpayer to pay all past due sewer and water charges in full by the expiration of the repayment agreement as a condition of a release deed from the City back to the taxpayer.
- 3. In the event that the City elects to retain ownership of any real property acquired by the City through foreclosed tax liens and such real property is also the subject of a District sewer and/or water lien, the City agrees to reimburse the District for the then outstanding unpaid rates, assessments or other lawful charges due and owing to the District as pertain to such real

property. In the event the District acquires ownership of real property through foreclosure of a sewer and/or water lien or liens,

4. In the event the District acquires ownership of real property through foreclosure of a sewer and/or water lien or liens and such real property is also subject to a City tax lien, the District agrees that it will not sell or convey the District's interests in such tax acquired property to any third party until and unless all unpaid real property taxes or other lawful charges due and owing to the City as pertain to such real property are paid in full. In order to facilitate this agreement, the District agrees to add the amount due on the City real estate property tax lien to the amount due to the District in determining the minimum bid when a property is sold. In the event of a sale in which the District elects to accept less than the minimum bid as so calculated, the District shall contact the City for concurrence.

Dated: 15 Dec 2010, 2010

CARIBOU UTILITIES DISTRICT

Alan Hitchcock, General Manager

Authorized by vote of the Trustees of the Caribou Utilities District on /5 Dec. 2010

Dated Duruby 12, 2010

CITY OF CARIBOU

Steven Buck, City Manager

Authorized by vote of the City Council on 12/13/10

CARIBOU ADMINISTRATION 25 HIGH STREET CARIBOU, ME. 04736

MEMO

To: Mayor and City Council Members From: Penny Thompson, City Manager

Date: May 27, 2025

Re: Abatement Request – Walker Enterprises, LLC



Scott Walker attended the April 28, 2025, City Council meeting to speak about an abatement of property tax on the property located at 465 Main Street. It was requested that this be an agenda item for the City Council. At the April meeting, an executive session was requested but this is an abatement request based on valuation and not for the inability to contribute to the public charges.

Since the April City Council meeting, the Board of Assessors met and an abatement of \$28,900 of value, resulting in an abatement of \$618.46 in property tax was approved by the Board of Assessors and given to the Finance Director for processing. Per state statute, the Board of Assessors may only approve an abatement for the current tax year.

Mr. Walker is requesting that the City Council exercise their ability to approve an abatement for the years that statute would allow them to process. This would be for the tax years of 2023 and 2022. Mr. Walker has not submitted a written application for abatement.

The tax rate for 2023 was 19.50 and the tax rate for 2022 was 23.55. If the City Council wishes to abate the same amount of value (\$28,900) as the Board of Assessors' abatement, the math would look like this:

2023 - \$28,900 @ 19.50 = \$563.55

2022 - \$28,900 @ 23.55 = \$680.60

Mr. Walker will be in attendance to answer questions.

If you agree that Mr. Walker has proven that an abatement is due to him for those tax years, a motion can be made. Then a second of the motion, ask for discussion and then vote.

Do You Know The Difference Between Error In Assessment And Error In Valuation?

Question: We have a taxpayer who has been assessed since 1874 for more acreage than he actually owns. He wants abatement for the full 30 years. We think we are limited to the three-year abatement for illegalities, errors or irregularities in assessment. Who is correct?

Answer: Neither of you. Tax abatements of this variety are strictly governed by 36 M.R.S.A. 841 (1),

Which authorizes an abatement for up to three years back from the date of commitment for any "illegality, error or irregularity in assessment." An assessment for more acreage than the tax-payer actually owns is *not* an illegality, error or irregularity in assessment however.

According to Main's courts, and overestimate of acreage, or any misclassification of property resulting in an assessment that is too high, is an error in *valuation*. An illegality, error or irregularity in an assessment, such as assessing property that is tax-exempt or a clerical mistake that results in over taxation, is different. This difference is important because, according to 36 M.R.S.A. 841(1), errors in valuation can only be abated back one year from the commitment. For more on tax abatements and the reasons for these distinctions, see "tax abatement time limits" *Maine Townsman* February 1999 (*By* R.P.F.)

Map Lo	t 023-021 Accou	unt 2282	Locatio	n 465 N	MAIN STREE	ΞT			C	Card 1	Of	1 4/2	25/2025
WALKER E	ENTERPRISES, LLC		Pro	perty Da	ata				Assessi	nent Re	cord		
P O BOX 4	•		Neighborhood	<u> </u>		Year		Land		Buildi	ngs	Exempt	Total
CARIBOU	ME 04736					2011		14	,100		47,100	0	61,200
			Tree Growth Yea	r 0		2012			,600		36,400	0	
DC022D40	_		X Coordinate		0							0	
B6022P10 Previous C			Y Coordinate Zone/Land Use	21 Commerc	ial	2013			,600		36,400		- ,
	S INVESTMENT GROUP		Zone, zana ose	22 Commerci		2014		20	,600		36,400	0	,
	E RIDGE ROAD		Secondary Zone			2015		20	,600		36,400	0	57,000
						2016		20	,600		36,400	0	57,000
CARIBOU			Topography 1 L	evel		2017		20	,600		36,400	0	57,000
Sale Date:	6/05/2020		1.Level	4.Below St	7.LevelBog	2018		20	,600		36,400	57,000	0
	S.W. COMPANY, INC.			5.Low	8.	2019			,600		36,400	57,000	
P.O. BOX	•		3.Above St	6.Swampy	9.								
			Utilities 2 Pub	lic Water 3	Public Sewer	2020		20	,600		36,400	57,000	0
CARIBOU			1.Public	4.Dr Well	7.Septic	2021		20	,600		36,400	0	57,000
Sale Date:	12/29/2017		2.Water	5.Dug Well	8.Holding Ta	2022		20	,600		36,400	0	57,000
Previous C				6.Shared Wel	9.None	2023		23	3,700		47,600	0	71,300
	'S GRILL, LLC ol M. Reed		Street 1 Pa	ved		2024		23	3,700		47,600	0	71,300
P.O. BOX			1.Paved	4.Proposed	7.					nd Data			7 - 7 - 7 - 7 - 7 - 7 - 7 - 7 - 7 - 7 -
	RFIELD ME 04742		1	5.R/O/W 6.	8.	Front	Foot			ctive		luence	Influence
Sale Date:	3/15/2006		3.Gravel TG PLAN YEAR	0.	9.None	-		Туре	Frontage	Depth	Facto	r Code	Codes
Inspection	Witnessed By:		ACTION NEEDED		0	11. 12.						%	1.Use 2.R/W
•	,			Sale Data		13.						%	3.Topography
Χ	n	ate	Sale Date	20.10 2 0.00	6/05/2020	14. 15.						%	4.Size/Shape 5.Access
			Price		30,000	13.						%	6.Restriction
No./Date	Description	Date Insp.	Sale Type	2 Land & Build	dings							%	7.Vacancy 8.Semi-Improved
				4.Mobile	7.C/I L&B	Square			Squa	re Feet		%	9.Fract Share
				5.Other 6.C/I Land	8. 9.	16.Lindley Es	state					%	Acres
			-	4 Seller Finan		18.						%	30.Rear Land 3 31.Rear Land 4
			_			19.						%	32.Dominant Easem
Notes:				4.Seller 5.Private	7. 8.	20.						%	33.Servient Easem
465 MAIN	CTDEET		1 '	6.Cash	9.Unknown							%	34.Tillable
	I-WITH MRADJUST SIDING, REMOVE (JI D DECK	Validity	4 Enlit / Accom	hlago	Fract. A	Acre		Acrea	je/Sites			35.Pasture
	A NEW SMALLER DECK, FWA, FULL WE			4 Split/Assem		21.House Lot		22		0.22	100	% 0	36.Orchard
			1	4.Split 5.Partial	7.Renovate 8.Other	22.Baselot (F	Fract	44		1.00	50	% 8	37.Softwood TG 38.Mixed Wood TG
	COLLAPSING MAKING THE ENTIRE BUI JUST CONDITION AND FUNCTIONAL. J			6.Exempt	9.TO UPDATE	23.						%	39.Hardwood TG
IVILIVE ALI		5				Acre					1	%	40.Wasteland
11012.70	3031 CONDITION AND TONCTIONAL. 3.		1,4 .6 .			24 Houselot							I .
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Caribo			1.Buyer 2.Seller	4.Agent	7.Family	25.Baselot 26.Lindley Es	state d 1		Total	Acreage	0.22	%	42.Mobile Home Ho

Caribou

										Caribou						
Map L	ot 023-0	021		Acc	ount 228	2	Loca	tion	465	MAIN ST	REET	Card 1		Of	1	4/25/2025
Building Style	1 Convention	onal	SF Bsmt Livin	ng O			Layout 1	1 Typica	ıl				_			
1.Conv.	5.Colonial	9.Condo	Fin Bsmt Gra	de 0 0			1.Typical	4.		7.		10.0'	1			
2.Ranch	6.Split	10.Log	OPEN 5 OPTI	ONAL 0			2.Inadeq	5.		8.		10.0	1			
3.R Ranch	7.Contemp	11.Other			orced Warm Ai		3.	6.		9.			1			
4.Cape	8.Cottage	12.Gambrel	1.HWBB	5.FWA	9.No He	at		None				12.01	1			
Dwelling Unit			2.HWCI	6.GravWA			1.1/4 Fin		ıll Fin	7.		13.0'	1			
Other Units	1		3.H Pump	7.Electric	11.		2.1/2 Fin		/Stair	8.		WD	1			
Stories	1 One Story		4.Radiant	8.Fl/Wall	12.		3.3/4 Fin	6.		9.None		WD	1			
1.1	4.1.5	7.3.50	1		None _			1 Full		_						
2.2	5.1.75	8.4	1.Refrig	4.W&C Ai			1.Full		inimal	7.						1
3.3	6.2.5	9.	2.Evapor	5.	8. 0.N		2.Heavy		artial	8.						
	8 Concrete	O Othor	3.H Pump	6.	9.None		3.Capped	6.	1/-	9.None						
1.Wood	5.Shingles	9.Other 10.Alum	Kitchen Style				Unfinished Grade & Fa			20/-						
VinylCompos.	6.Brick		1.Modern 2.Typical	4.Obsolet 5.	e 7. 8.		1.E Grade		Grade	7.AAA Grad						
4.Asbestos	7.Single 8.Concrete	11.Log 12.Stone	3.Old Type	6.	9.None		2.D Grade		Grade	8.MS Grade						1
Roof Surface			Bath(s) Style		al Bath(s)		3.C Grade		A Grade	9.Same						
1.Asphalt	4.Composit	7.	1.Modern	4.Obsolet			SQFT (Foot			J.Suitic						1
2.Slate	5.Wood	8.	2.Typical	5.	8.		Condition	1 Poc			10001	1sBFr				
3.Metal	6.Rolled R	9.	3.Old Type	6.	9.None		1.Poor	4.Av		7.V G	30.0'	10511				1
SF Masonry T			# Rooms	0			2.Fair	5.Av		8.Exc						1
OPEN-3-CUST			# Bedrooms	0			3.Avg-	6.G		9.Same						1
OPEN-4-CUST			# Full Baths	0			Phys. % Go		0%							1
Year Built	1		# Half Baths	2			Funct. % G		50%							
Year Remode	led 0		# Addn Fixtu	res 0			Functional	Code 3	3 Style							1
Foundation	1 Concrete		# Fireplaces	0			1.Incomp	4.PII	b/Heat	7.						1
1.Concrete	4.Wood	7.ICF					2.O-Built	5.		8.Frac Sha						
2.C Block	5.Slab	8.					3.Style	6.		9.None		37.0'				
3.Br/Stone	6.Piers	9.					Econ. % Go									
Basement	4 Full Baseme	ent		THE PER	TA		Economic C	Code No	one							
1.1/4 Bmt	4.Full Bmt	7.	1.0				0.None	3.No	Power	7.						
2.1/2 Bmt	5.Crawl Sp	8.					1.Location		enerate	8.						
3.3/4 Bmt	6.	9.None			Software	?	2.Encroach		one	9.						
Bsmt Gar # C			A	Division of Harris	Computer Systems		Entrance C									
	nt 3 Wet Bas						1.Interior		acant	7.						
1.Dry	4.Dirt	7.					2.Refusal		timate	8.Exsist R						
2.Damp	5.	8.					3.Informed		anger	9.						
3.Wet	6.	9.					Information									
							1.Owner	4.Ag		7.Vacant						
		Data In					2.Relative		timate	8.Exist R						
			spected				3.Tenant	6.Ot		9.For Sale						
	Addit	tions, Ou	tbuilding	s & Impro	vements				1	Story Fram						
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CARIBOU ADMINISTRATION 25 HIGH STREET CARIBOU, ME. 04736

MEMO

To: Mayor and City Council Members From: Penny Thompson, City Manager

Date: May 27, 2025

Re: Medical cannabis caregiver retail store update



At the last City Council meeting, members of the Caribou City Council heard from citizens about changes in the medical cannabis laws that are having a negative effect on the business operations of registered caregivers operating under the state statute.

The cannabis union is encouraging the city to complete the Maine Medical Cannabis Program Caregiver Retail Store Local Authorization Form by selecting "yes" for question three under Section 3 which would be stating that the caregiver retail store operating municipal approval in the municipality prior to December 13, 2028. However, this is not a true statement. Although businesses were operating as registered caregivers prior to December 13, 2018, there was no location that was given municipal approval for a caregiver retail store prior to December 13, 2018. Further, the City of Caribou has not passed an ordinance to allow caregiver retail stores.

I am enclosing the OCP guidance from August 9, 2024, a May 2025 update from MMA, and a letter from Rick Solman.

There would be a lot that would need to be done to allow a caregiver retail store to legally operate in Caribou. If the Caribou City Council wants the Caribou Planning Board to take this matter up at their June meeting and work to bring forward as a possible amendment, please indicate that to staff.

Requested Action

There is no action required. This is an update.



Maine Medical Cannabis Program Caregiver Retail Store Local Authorization Form

This Local Authorization Form must be completed by the host municipality where a caregiver registry identification card applicant intends to locate a caregiver retail store. The authorized local official responsible for completing this Form must return it to the Office of Cannabis Policy at <u>Licensing.OCP@maine.gov</u> or 162 State House Station, Augusta, Maine 04333.

If the authorized local official in receipt of this Form has not recently met with the Office of Cannabis Policy to discuss the local authorization process and OCP's expectations for completion of this Form, please contact the Director of Licensing, at <u>Licensing.OCP@maine.gov</u> or (207) 624-7530, prior to filling it out.

Section 1: Caregiver Information. Inform	nation to be complete	ed by the caregiver ap	plicant.			
Section 1(a): Required information for	r all applicants	s for caregiver	registry ide	ntificatio	n cards.	
Caregiver's Legal Name	Doing Business As I	Name		Primary Pho	one	
Physical Address of the Proposed Caregiver Retail Store		City	Stat	e e	Zip	
Caregiver Mailing Address		City	Stat	e	Zip	
Section 2: Medical Cannabis Caregiver Municipality in receipt of request for Local Authorizatio		thorization Inf	ormation. Th	nis section to l	oe completed	d by the
Physical Location of Caregiver Retail Store (include unit	number)	Municipality			State	Zip
Tax Map #		Tax Lot #			I	1
Owner of Record of the Physical Location Listed Above						
Date Local Authorization Form Presented to the Munici	pality	Date Local Authoriz	ation Form Appr	oved by Muni	cipality	
Section 3: Local Authorization of Care Municipality in receipt of request for approval of Local A		ore within Mu	nicipalities.	This section t	to be comple	eted by the
Section 3(a): Request for approval of local authorized by municipal ordinance or wa 2018. A person operating a medical caregiver retail store, and a municipality may not accept permits, by ordinance or warrant article, the operation of was operating with municipal approval in the municipal	arrant article, or under within a municipal as complete the persof registered caregive ity prior December 1	nless in operation lity may not request a son's request for appr er retail stores within 3, 2018.	with municipal approval of local a coval of local auth the municipality,	I approval p uthorization t orization, unl or unless the	to operate the ess the municaregiver ref	mber 13, ne medical icipality
Is an ordinance or warrant article in effect that allows the	e operation of a regi	stered caregiver retai	store within the	municipality?)	
☐ Yes ☐ No Is a copy of the ordinance or warrant article attached to ☐ Yes ☐ No	this form?					
Was the caregiver retail store operating with municipal	approval in the muni	icipality prior to Dece	mber 13, 2018?			
□Yes □ No						
Section 3(b): Local authorization required for op-					l ity. A perso	n may not

Has the person obtained all applicable municipal approvals, permits, or licenses that are required by the municipality for the operation of a registered caregiver retail store? By selecting "yes" below, the municipality is affirming that no further action by the municipality is required prior to the Office of Cannabis Policy's approval of the applicant's registry identification card. The Office of Cannabis Policy encourages the municipality to coordinate

issuance date of a local license with the Office when appropriate. <i>Please atto</i> of issuance and expiration to this form.	ich a copy of all applicable app	rovals, permits or licenses, including dates
□ Yes □ No		
Statutory Guidance for Municipalities		
Pursuant to 22 MRS § 2429-D, a municipality may regulate registered caregicaregiver retail store to operate within that municipality unless the municipal allowing the operation of a registered caregiver retail store within that municipality, as a registered caregiver retail store, by the same caregiver, within the completed Maine Medical Cannabis Program Caregiver Retail Cannabis Policy at Licensing.OCP@maine.gov or sent to Office of	Il legislative body has voted to a cipality, or unless that registere that municipality since before I Store Local Authorization	dopt or amend an ordinance or warrant article d caregiver retail store has been continuously December 13, 2018. Form can be emailed to the Office of
Municipality		
Legal Name and Title of Authorized Municipal Official:		City:
I hereby affirm and acknowledge that the information above is truthful and	complete to the best of my kno	wledge.
Signature of Municipal Official: (Do not sign until witnessed by notary):		Date:
Notarization		
The foregoing instrument was acknowledged before me this day of above named municipal official.	, 20 , at , I	Maine, by to be the free act and deed of the
Name of Notary Public (Printed)	Signature of Notary Public	
Notary Public, State of Maine		
My commission expires:		STAMP/SEAL



Cannabis Caregiver Retail Stores and "Opting In"

Maine Town & City - Legal Notes | Published: May, 2025

It has recently been suggested to some municipalities that they may have an obligation under current law to "opt in" to allow medical cannabis retail stores to operate in their municipality, or that they may face liability for failing to do so. This is not the case.

The issue arises because legislation effective August 9, 2024 (PL 2023, c. 679) redefined the term "caregiver retail store" under the Maine Medical Use of Cannabis law. The new definition defines a caregiver retail store as "a store authorized... and used by a registered caregiver to sell cannabis paraphernalia, cannabis plants, harvested cannabis, related supplies or educational materials to qualifying patients and other items to the general public at a fixed location." See 22 M.R.S. § 2421-A(12).

The new definition is significantly broader than the previous statutory definition. As a result, more medical cannabis caregiver operations will be classified as "caregiver retail stores" by the state Office of Cannabis Policy (OCP) when these establishments apply for a new or renewed annual state registration.

Medical cannabis retail stores, along with medical cannabis dispensaries, testing facilities, and manufacturing facilities are prohibited from operating in a municipality unless that municipality's legislative body (town meeting or council) has voted to "opt in" to allow those establishments. See 22 M.R.S. § 2429-D. There is an exception for medical cannabis establishments that were operating with express municipal approval on December 13, 2018; these may continue to operate even if the municipality has not "opted in" to allow these facilities.

A caregiver retail store must provide OCP with confirmation that the municipal legislative body in the municipality where its store is located has previously voted to "opt in" to allow caregiver retail stores (or that the store is grandfathered) before the OCP may issue a registration for that store.

Some caregivers that are now classified as "retail stores" because of the new definition may have difficulty renewing their state registrations because caregiver retail stores have not been authorized to operate in their municipality and their operation does not qualify as a grandfathered establishment. These municipalities may receive requests to now "opt in" to allow these caregiver retail stores to operate.

Certainly, municipal leaders may pursue municipal legislative body approval authorizing caregiver retail stores to operate in their municipality if that is desired. However, there is no legal obligation for a municipality to vote to allow cannabis retail store establishments to operate in the municipality. Although unfortunate, the fact that some caregiver establishments now fall under a different state registration category is the result of action taken by the state Legislature, not by any municipality. Municipalities that have not "opted in" are not out of compliance with recent statutory amendments; the decision whether to allow caregiver retail stores to operate within a municipality continues to remain a legislative decision for each municipality's legislative body. See 22 M.R.S. § 2429-D(3).

Moreover, neither a municipality nor relevant municipal officials have liability for a decision not to "opt in" to allow caregiver retail stores to operate in the municipality; these are legislative and discretionary decisions that are immune from liability under the Maine Tort Claims Act. See 14 M.R.S. §§ 8104-B and 8111.

For more information on local authorities concerning medical and adult use cannabis, see our information packets on these topics in the "Legal" section of MMA's website (www.memun.org/legal). (By S.F.P.)

LAW OFFICES

RICHARD D. SOLMAN SCOTT G. HUNTER

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709 MAIN STREET P.O. BOX 665 CARIBOU, MAINE 04736 DAVID SOLMAN (1932-1965) RICHARD N. SOLMAN (1955-2007) ROBERT H. PAGE (1970-1987)

rsolman@solmanhunter.com shunter@solmanhunter.com

Telephone 207- 496-3031 Facsimile 207- 498-2258

May 23, 2025

City of Caribou 25 High Street Caribou, ME 04736

Attn:

Penny Thompson- City Manager

RE:

Municipal Authorization- Caregiver Retail Store

Dear City Manager Thompson:

I am responding to your email with questions regarding the Office of Cannabis Policy *Maine Medical Cannibis Program Caregiver Retail Store Local Authorization Form* which has been presented to the City for completion.

"Registered Caregivers" are licensed and regulated by the State of Maine. A municipality cannot prohibit or limit the number of registered caregivers operating in the municipality.

"Caregiver Retail Stores" are subject to municipal approval and regulation. Such facilities are prohibited from operating in a municipality unless and until the municipality has adopted a specific ordinance allowing such a facility to operate within the community. An exception is for facilities operating with municipal approval prior to the effective date of the law. Issuance of a building permit, etc. does not constitute municipal approval.

The Memorandum of the Office of Cannabis Policy dated July 30, 2024 confirms that municipalities must opt in to permit the operation of caregiver retail storés.

The City of Caribou has never approved any ordinance allowing a Caregiver Retail Store to operate within City limits. Therefore, the City must check "NO" in response to Section 3, Question 3. This is consistent with the Office of Cannibis Policy memorandum which specifically states that a municipality may not give local approval to a caregiver retail store unless the municipal legislative body has voted to adopt an ordinance authorizing operation of caregiver stores within that municipality.

Please note that a Caregiver Retail Store is NOT the same as a Registered Nonprofit Dispensary regulated under the Caribou Code.

RICHARD D. SOLMAN

RDS/lmb





STATE OF MAINE OFFICE OF CANNABIS POLICY 162 STATE HOUSE STATION 19 UNION STREET FIRST FLOOR AUGUSTA, MAINE 04333-0162

KIRSTEN LC FIGUEROA

OFFICE OF CANNABIS POLICY

JOHN HUDAK DIRECTOR

To: Current and Prospective Maine Medical Use of Cannabis Program Participants

From: Director John Hudak, Office of Cannabis Policy

Date: July 30, 2024

Subject: Implementation of Recently Enacted Legislation - Effective August 9, 2024

Background

Several laws were enacted during the second regular session of the 131st Legislature that will impact the regulation of Maine Medical Use of Cannabis Program (MMCP) participants. Specifically, *An Act to Protect Liberty and Advance Justice in the Administration and Enforcement of the Cannabis Legalization Act and the Maine Medical Use of Cannabis Act*, P.L. 2023, ch. 679, makes changes to the *Maine Medical Use of Cannabis Act* (MMUCA) regarding:

- Issuance and renewal of registry identification cards;
- Short term assistance between caregivers;
- Dispensary parking; and
- Labeling and advertising requirements of the Act.

Also included in that law are changes that could impact the municipal regulation of participants in Maine's medical cannabis program. Like all non-emergency legislation enacted during the second regular session, these laws go into effect **August 9**, **2024**. The Office of Cannabis Policy (OCP) is providing the following overview as a courtesy to interested program participants, but this document is not an exhaustive review of legislative changes affecting the administration of the State's medical cannabis program, nor should it be construed as legal advice. Program participants are encouraged to contact their own counsel to determine what impact, if any, the changes identified below will have on their operations.

Guidance

The following is a brief review of the statutory and rule provisions of which OCP has received questions regarding the timelines for implementation. However, it does not address the implementation timeline for every provision of recently enacted legislation affecting the MMCP.

Issuance and Renewal of Registry Identification Cards

As discussed in <u>previous guidance</u>, An Act to Protect Liberty and Advance Justice in the Administration and Enforcement of the Cannabis Legalization Act and the Maine Medical Use of Cannabis Act, <u>P.L. 2023</u>, ch. 679, included provisions regarding the criminal history record check and renewal requirements for assistants, registered caregivers, and officers and directors of registrants operating in the medical cannabis program. Pursuant to that previous guidance document, the following changes have already been implemented by OCP:

- Effective May 15, 2024, employees and assistants, who are not officers or directors, of registered caregivers, dispensaries, manufacturing facilities, and cannabis testing facilities are no longer required to submit to a criminal history record check in order to obtain or maintain an assistant registry identification card.
- Effective July 1, 2024, registry identification cards issued to assistants, officers, and directors are valid for two years from the date of issuance or renewal. Caregiver registry identification cards and registration certificates issued to registered dispensaries, manufacturing facilities, or cannabis testing facilities are still valid for one year from the date of issuance, but registered caregivers and officers and directors of registered dispensaries, manufacturing facilities, or cannabis testing facilities are now only required to submit to a criminal history record check once every 24 months.

Short Term Assistance Between Caregivers

P.L. 2023, ch. 679 also created a process by which registered caregivers can temporarily assist one another for up to 90 days without running afoul of the statutory prohibition on the operation of "collectives" by registered caregivers. **Effective August 9, 2024,** a registered caregiver may assist up to two other registered caregivers for a period not to exceed 90 days within a calendar year, provided the registered caregiver has provided notice of that assistance to OCP on the Caregiver Short-Term Assistance Form which will soon be available here. Caregivers can also use the form to request approval from OCP for temporary assistance that is expected to exceed 90 days.

Dispensary Parking

Another change included in the law and **effective Friday, August 9,** is the elimination of the requirement that registered dispensaries maintain dedicated parking spots in order to receive or renew a dispensary registration certificate issued by OCP. While OCP will not be requiring the designation of parking spots for dispensaries, current and prospective dispensaries should review local regulations in their host community to ensure compliance with all applicable municipal requirements.

Labeling and Advertising Requirements of the Act

Effective Friday, August 9, P.L. 2023, ch. 679 also permits the use of patient testimonials regarding the palliative or therapeutic effect of medical cannabis on the patient's medical condition(s) in advertising and marketing materials used by a registrant, or on the labels of harvested cannabis offered to qualifying patients. Any such patient testimonials must include the following disclaimer: *This statement has not been evaluated by the United States Food and Drug Administration (FDA). This product is not intended to diagnose, treat, cure or prevent any disease.* The disclaimer must be printed in the same font, and at the same font size, as any testimonials it accompanies.

Changes Affecting the Municipal Regulation of MMCP Participants

Finally, P.L. 2023, ch. 679 included several changes to the medical cannabis program that could impact the municipal regulation of medical cannabis program participants and could require

action by municipalities. That is because the new law repeals the definitions section of MMUCA, 22 MRS § 2422 and replaces it with a new definitions section altogether, 22 MRS § 2421-A. Some municipal regulations cite directly to the repealed definitions section for a number of applicable definitions used in local municipal cannabis regulations, and so it may be important for municipalities to update those citations. It is also important to note a substantive change to the definition of the term "caregiver retail store".

Effective Friday, August 9, a "caregiver retail store" will be defined as "a store authorized in accordance with this chapter and used by a registered caregiver to sell cannabis paraphernalia, cannabis plants, harvested cannabis, related supplies or educational materials to qualifying patients and other items to the general public at a fixed location." This new definition encompasses more kinds of retail locations than the previous definition and includes most "offices" used by registered caregivers to make sales to qualifying patients. As a result, some registered caregivers who did not previously request authorization to operate a caregiver retail store will need to do so, as they will need to provide OCP with proof of municipal authorization and municipal approval to operate that caregiver retail store upon annual renewal of their caregiver registry identification card.

It is OCP's understanding that some municipalities have not opted in to permit the operation of caregiver retail stores in accordance with the requirements of 22 MRS § 2429-D. That section of MMUCA requires a municipality to affirmatively authorize the operation of caregiver retail stores in order for a municipality to give municipal approval to permit a registered caregiver to operate a retail store. The only exception to this local authorization requirement is a "grandfathering" provision for registered caregivers who were operating a retail store with local approval prior to December 13, 2018. This means that a registered caregiver that is operating a caregiver retail store must provide to OCP, upon request to add the authorized activity of operating a caregiver retail store and each year at renewal, a copy of the Caregiver Retail Store Local Authorization Form completed by an authorized municipal official. A copy of that form is available on OCP's website and program participants or municipalities with questions regarding the form can reach out to OCP's Licensing Team at Licensing.OCP@maine.gov.

Whether or not a caregiver retail store is "grandfathered" in accordance with 22 MRS § 2429-D is a determination of the municipality. For a caregiver that is not "grandfathered" in accordance with 22 MRS § 2429-D, a municipality may not give local approval to a caregiver retail store (or other registrant) unless the municipal legislative body has voted to adopt or amend an ordinance or warrant article authorizing the operation of caregiver retail stores within that municipality.

¹ The repealed definition of "caregiver retail store" from 22 MRS § 2422(1-F) reads: ""Caregiver retail store" means a store that has attributes generally associated with retail stores, including, but not limited to, a fixed location, a sign, regular business hours, accessibility to the public and sales of goods or services directly to a consumer, and that is used by a registered caregiver to offer cannabis plants or harvested cannabis for sale to qualifying patients."

Page 3 of 4 1 2 1

² Both the local authorization and grandfathering provisions of 22 MRS § 2429-D apply not only to caregiver retail stores, but to registered dispensaries, manufacturing facilities and testing facilities as well. Given that the changes discussed above are necessitated by the change in the definition of "caregiver retail store", the guidance is focused on the interplay between that definitional change and the local regulation provisions of MMUCA for the sake of simplicity.

OCP understands that this change may cause challenges for registered caregivers and municipalities alike, as some municipalities may not have an ordinance or warrant article that authorizes the operation of caregiver retail stores. OCP strongly encourages program participants to reach out to the municipality where they operate a caregiver retail store to ensure that there is an ordinance or warrant article on the books that authorizes the operation of caregiver retail stores, as defined in 22 MRS § 2421-A within the municipality, or area of the municipality, where the store is located. If updates are necessary, municipalities are encouraged to reach out to OCP immediately to discuss the municipality's plans to adopt or amend a warrant article or ordinance regarding caregiver retail stores. While OCP cannot authorize the operation of caregiver retail stores in communities that have not adopted or amended a warrant article or ordinance authorizing the same, OCP is committed to working with program participants and their host communities to reduce any disruption to registered caregivers, their employees, and the patients they serve if municipalities wish to permit the continued operation of caregiver retail stores within their borders.

Conclusion

An Act to Protect Liberty and Advance Justice in the Administration and Enforcement of the Cannabis Legalization Act and the Maine Medical Use of Cannabis Act, P.L. 2023, ch. 679, includes provisions that impact the regulation of participants in Maine's medical cannabis program. In anticipation of this new law going into effect, OCP is providing this guidance to ensure that current and prospective medical program participants are aware of legislative changes that could impact their businesses.

Unless otherwise specified in this guidance, the statutory changes included in P.L. 2023, ch. 679 will go into effect on **August 9, 2024.** Program participants are encouraged to contact their own attorney for guidance regarding the applicability of these changes to their particular circumstances, and individuals with questions regarding this guidance can contact OCP's Licensing Team at <u>Licensing.OCP@maine.gov</u> or OCP's Policy Director at Gabi.Pierce@maine.gov.

§2429-D. Local regulation

Pursuant to the home rule authority granted under the Constitution of Maine, Article VIII, Part Second and <u>Title 30-A</u>, <u>section 3001</u>, a municipality may regulate registered caregivers, caregiver retail stores operating pursuant to <u>section 2423-A</u>, <u>subsection 2</u>, <u>paragraph P</u>, registered dispensaries, cannabis testing facilities and manufacturing facilities. [PL 2019, c. 217, §5 (AMD); PL 2021, c. 669, §5 (REV).]

A municipality may not: [PL 2017, c. 452, §18 (NEW).]

1. Registered caregivers. Prohibit or limit the number of registered caregivers;

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[PL 2017, c. 452, §18 (NEW).]
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2. Stores, dispensaries, testing and manufacturing facilities. Prohibit caregiver retail stores, registered dispensaries, cannabis testing facilities and manufacturing facilities that are operating with municipal approval in the municipality prior to the effective date of this section. For purposes of this subsection, "municipal approval" means an examination and approval of the store, dispensary or facility for the use of the premises consistent with conduct authorized under this chapter, including, but not limited to, a conditional use approval or site plan approval. "Municipal approval" does not include issuance of a building, electrical or other similar permit or authorization that does not address the use of the structure or facility for which the permit or authorization is issued; or

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[PL 2019, c. 217, §5 (AMD); PL 2021, c. 669, §5 (REV).]
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3. Municipal authorization needed. Authorize caregiver retail stores, registered dispensaries, cannabis testing facilities and manufacturing facilities that are not operating on the effective date of this section to operate in the municipality unless the municipal legislative body, as defined in <u>Title 30-A</u>, <u>section 2001</u>, <u>subsection 9</u>, has voted to adopt or amend an ordinance or approve a warrant article allowing caregiver retail stores, registered dispensaries, cannabis testing facilities or manufacturing facilities, as applicable, to operate within the municipality.

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[PL 2019, c. 217, §5 (AMD); PL 2021, c. 669, §5 (REV).]
SECTION HISTORY
PL 2017, c. 452, §18 (NEW). PL 2019, c. 217, §5 (AMD). PL 2021, c. 669, §5 (REV).
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CARIBOU ADMINISTRATION 25 HIGH STREET CARIBOU, ME. 04736

MEMO

To: Mayor and City Council Members From: Penny Thompson, City Manager

Date: May 27, 2025

Re: Acceptance of deed – 49 Herschel Street



The property at 49 Herschel Street has been in poor repair for many years. There are four years of property taxes due on the property as well as CUD liens in the amount of \$2,764.27 (from an email dated 03/24/2025). The CUD charges would need to be paid to clear the title, and the property taxes should be abated.

The City has waived foreclosure due to the Tyler v. Hennepin County decision from 2023. The owner is offering a deed to the City. By accepting a deed, the City would not be required to go through the process dictated by the State of Maine following the Tyler vs Hennepin County to get the lot ready for development.

Staff recommend accepting the deed and then advertising an RFP for the demolition of the building, making way for new development.

Suggested Action:

If this is acceptable to the City Council, please "make a motion to accept the deed from Greenier, Inc., pay the unpaid charges at CUD from funds generated in the Downtown TIF District and request that any liens be discharged, and abate the taxes using Account E 80-01-201-01, fees and interest and request that any liens be discharged and then put out an RFP for the building demolition"

Second

Discussion

Vote

CARIBOU ADMINISTRATION 25 HIGH STREET CARIBOU, ME. 04736

MEMO

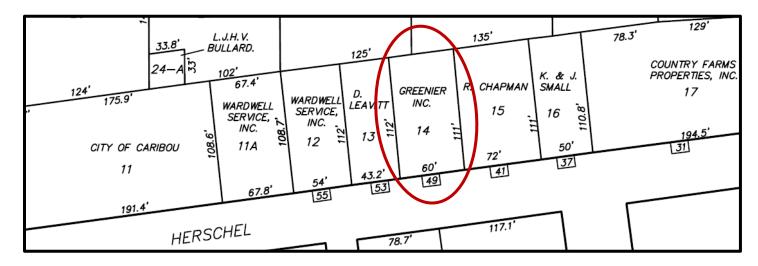
TO: Caribou City Council Members FROM: Penny Thompson, City Manager

DATE: May 27, 2025

RE: Background Information – 49 Herschel Street



The property at 49 Herschel Street (Map 31 Lot 14) was built in 1945 as a machinery dealership. Most recently, it housed the food pantry. Those who have been on the City Council for several years may remember that they had to move out because of the amount of damage to the building. In 2019, the building was posted as unfit for human occupancy. It was tax acquired in 2019 but was redeemed by the owners. In 2023 & 2024, the property was on the list for foreclosure but as you may know, all the automatic lien foreclosures on the properties were waived for both years. There could be a smaller commercial building put on the rear of the property. I would like to see there being public parking in the front section of the lot.









"Glass with Class" is located at 53 Herschel Street (Map 31 Lot 13), the owner did reach out because they would like to put in heat pumps. They cannot do that because the buildings are so close together. Family Eye Care at 37 Herschel Street has struggled with parking for their aging patients because most of the parking is across the street, offering both parallel parking on Herschel Street and public parking in the North Mall Parking lot. This might help with both.

Additionally, if the DOT VPI project proceeds to change the traffic pattern downtown, the parallel parking would likely be lost. The traffic might also increase for those using North Mall Parking lot. Additionally, Map 31 Lot 11 was given as a 99-year lease to the property at 63 Sweden Street (Map 31 Lot 32). Unfortunately, the current owner has not maintained the parking lots and does not plow them in the winter, so these spots are not available.

This property is in the downtown TIF district so blight funds can be used for demolition and the City could use our "free demo tonnage" at Aroostook Waste Solutions so I think this is a downtown project that could be cost effective. There is not a basement at the property. The house at 41 Herschel Street is not as close to 49 Herschel Street as "Glass with Class" at 53 Herschel Street which would help with demolition.

Caribou 10:02 PM

City of Caribou Tax Information Sheet As of: 05/23/2025

05/23/2025 Page 1

Account: 3098 **Name:** GREENIER INC.

Location: 49 HERSCHEL STREET

Map and Lot: 031-014 **Sale Date:** 02/10/2020

Deed Reference: B5990P285 02/27/2020 B1277P123 **Sale Price:** \$0

02/08/1977

Land: 18,000 **Total Acres:** 0.15

Building: 32,900 **Tree Growth:** Soft: 0 Mixed: 0 Hard: 0

Exempt 0 Farmland:
Total: 50,900 Open Space:

Zoning: 21 - Commercial

SFLA: 9440

Last Billed : 2024-1AmountMill Rate1,089.2621.400Previous Billed : 2023-1992.5519.500

Outstanding Taxes

Year	Per Diem	Principal	Interest	Costs	Total
2024-1	0.2572	1,089.26	60.44	67.85	1,217.55
2023-1	0.2206	992.55	132.56	65.15	1,190.26
2022-1	0.1253	1,128.05	121.08	78.10	1,327.23
2021-1	0.1880	1,128.05	250.24	83.05	1,461.34
	0.7911	4,337.91	564.32	294.15	5,196.38

Information Given By:	
Title:	05/23/2025

All calculations are as of: 05/23/2025

Map Lot	031-014	Accou	ınt 3098	Locati	ion 49 HF	ERSCHEL ST	ΓREET		C	Card 1	Of	1 5/	/23/2025
GREENIER 1	INC.			Р	Property Da	ata			Assessn	nent Re	cord		
85 WINDY (COVE ROAD		Г	Neighborhood	4 4		Year	Land		Buildin	ngs	Exempt	Total
CROSS LAK	(E TWP ME 04779		ļ				2011	1.*	1,600		132,400	0	144,000
			ļ	Tree Growth Ye	Year 0		2012	1.	5,600	•	192,800	0	208,400
R1277P123	B5990P285		I	X Coordinate Y Coordinate		0	2013		5,600		192,900	0	<u> </u>
Previous Ov				Zone/Land Use	se 21 Commerci		2014		5,600		192,900	0	<u> </u>
CARIBOU, C	CITY OF		I				2014		5,600		192,900	0	<u> </u>
25 HIGH ST	REET		I	Secondary Zone	ie				-				
CARIBOU M	MF N4736		I		m		2016		5,600		192,900	0	<u> </u>
Sale Date: 2			ļ	Topography 2	∠ Rolling	,	2017		5,600		192,900	0	<u> </u>
Previous Ov	wner			1.Level	4.Below St	7.LevelBog	2018	15	5,600		192,900	0	208,500
GREENIER 1			I	2.Rolling 3.Above St	5.Low 6.Swampy	8. 9.	2019	15	5,600		32,300	0	47,900
49 HERSCH	EL STREE1		ļ			Public Sewer	2020	1,5	5,600		32,300	0	47,900
CARIBOU M	1E 04736		I				2021		5,600		32,300	0	47,900
Sale Date: 1			!	1.Public 2.Water	4.Dr Well 5.Dug Well	7.Septic 8.Holding Ta	2022		5,600		32,300	0	'
				3.Sewer	6.Shared Wel	9.None	2023		8,000		32,900	0	
			ļ	Street 1 F	Paved		2023		8,000		32,900	0	
			I	1.Paved	4.Proposed	7.	2024		· .	nd Data			30,300
				2.Semi Imp	5.R/O/W	8.	Front Foot			nd Data		fluence	T61
			I	3.Gravel	6.	9.None	-	Туре	Frontage		Factor	or Code	Influence Codes
Inspection \	Witnessed By:			TG PLAN YEAR ACTION NEEDE		0	11. 12.			\Box		% %	1.Use 2.R/W
	,		ŀ	ACTION	Sale Data		13.					%	3.Topography
Χ		Dr	ate	Sale Date		2/10/2020	14. 15.				<u> </u>	%	4.Size/Shape 5.Access
No./Date	Description		Date Insp.	Price								%	6.Restriction
NO./ Ducc		\longrightarrow	Date mor.	Sale Type	2 Land & Build	-	Square Foo	ot	Squar	re Feet		%	7.Vacancy 8.Semi-Improved
			 '	1.Land 2.L & B	4.Mobile 5.Other	7.C/I L&B 8.	16.Lindley Estate	* <u> </u>	<u> </u>	61600	<u> </u>	%	9.Fract Share
				3.Building	6.C/I Land	9.	17.					%	Acres 30.Rear Land 3
_				Financing	9 Unknown		18. 19.		+			%	31.Rear Land 4
NI ₂ L ₂ D ₁				1.Convent	4.Seller	7.	20.					%	32.Dominant Easem
Notes:				2.FHA/VA	5.Private	8.						%	33.Servient Easem 34.Tillable
49 HERSCH	EL STREET		1	3.Assumed	6.Cash	9.Unknown	Fract. Acre		Aarone	- > /Citos	 	%	35.Pasture
		=: / C=O D	==:::==	Validity	6 Exempt Prop	perty	21.House Lot (Fra		Acreay	ge/Sites 0.15	100	% 0	36.Orchard
	EMED DOCTED AC "HALLI" P		¿DUCED '	1.Valid	4.Split	7.Renovate	22.Baselot (Fract	44	+	1.00		% 0	37.Softwood TG
	EWED, POSTED AS "UNFIT" B		1			0 Othor	1 22		+			%	38.Mixed Wood TG 39.Hardwood TG
CONDITION	N & APPLIED FUNCTIONAL OB	3S -PT		2.Related	5.Partial	8.Other	23.						39.Haluwoou 1G
CONDITION 2019 - TAX	N & APPLIED FUNCTIONAL OB ACQUIRED PROPERTY			3.Distress	6.Exempt	9.TO UPDATE	Acres					%	40 Wasteland
CONDITION 2019 - TAX 08/24/2020	N & APPLIED FUNCTIONAL OB ACQUIRED PROPERTY D: BOOK 6055 PAGE 176 CUD N				6.Exempt 5 Public Recor	9.TO UPDATE	Acres 24.Houselot					%	40.Wasteland 41.Gravel Pit
CONDITION 2019 - TAX	N & APPLIED FUNCTIONAL OB ACQUIRED PROPERTY D: BOOK 6055 PAGE 176 CUD N		DIVISION	3.Distress Verified 1.Buyer	6.Exempt 5 Public Record 4.Agent	9.TO UPDATE ord 7.Family	Acres					%	
CONDITION 2019 - TAX 08/24/2020	N & APPLIED FUNCTIONAL OB ACQUIRED PROPERTY D: BOOK 6055 PAGE 176 CUD N		DIVISION	3.Distress Verified 1.Buyer 2.Seller	6.Exempt 5 Public Record 4.Agent 5.Pub Rec	9.TO UPDATE ord 7.Family 8.Other	Acres 24.Houselot 25.Baselot					%	41.Gravel Pit 42.Mobile Home Ho 43.
CONDITION 2019 - TAX 08/24/2020 LIEN CERTI	N & APPLIED FUNCTIONAL OB ACQUIRED PROPERTY D: BOOK 6055 PAGE 176 CUD N IFICATE		DIVISION	3.Distress Verified 1.Buyer	6.Exempt 5 Public Record 4.Agent	9.TO UPDATE ord 7.Family	Acres 24.Houselot 25.Baselot 26.Lindley Estate		Total A	Creage	0.15	%	41.Gravel Pit 42.Mobile Home Ho 43. 44.Lot Improvemen
CONDITION 2019 - TAX 08/24/2020	N & APPLIED FUNCTIONAL OB ACQUIRED PROPERTY D: BOOK 6055 PAGE 176 CUD N IFICATE		DIVISION	3.Distress Verified 1.Buyer 2.Seller	6.Exempt 5 Public Record 4.Agent 5.Pub Rec	9.TO UPDATE ord 7.Family 8.Other	Acres 24.Houselot 25.Baselot 26.Lindley Estate 27.		Total A	Acreage	0.15	%	41.Gravel Pit 42.Mobile Home Ho 43.

Caribou

Map Lot	031-014		Account	3098	Location	49 HERSCHE	L STREET
Occupancy Code		37 Retail Store					
No. of Dwelling Ur	nits	6					
Building Class/Qua	ality	4 Wood Frame					
1.Steel	1.Low Cost	1 Low Cost					
2.Rein Conc	2.Average						
3.Masonry	3.Good						
4.Wood Frm	4.Excellent						
5.Rigid Frm							
Grade Factor		1.00					
Exterior Walls		7 Aluminum/Vinyl					
1.Br/St	6.Compos						
2.C Block	7.Al/Vinyl						
3.Concrete	8.Steel					Software	
4.Wood	9.Other				A Division of I	Harris Computer Systems	
5.Stucco					21 Dinamin of 2	tarro compater systems	
Stories/Height		2 8					
Ground Floor Area	1	4,720					59.0
Perimeter Units/FI		278					
Heating/Cooling		11 Elec Baseboard					
11.Elec BB	19.Wall/Fl						
12.Wall	20.HeatCoo						
13.FWA	21.Package						
14.HW	22.W/C Air						
15.Space	23.H/C Wat						
16.Steam w	24.HeatPum				Entrance Code		
17.Steam N	25.Indiv H				5 Estima	ited	
18.Radiant	26.				1.Interior	6.Hanger	
Year Built		1945			2.Refusal	7.	
Year Remodeled		0			3.Informed	8.Exsist R	
Condition		1 Poor			4.Vacant	9.	
1.Poor	6.Good				5.Estimate		
2.Fair	7.Very Good				Information Code		
3.Below Ave	8.Excellent				5 Estima		
4.Average	9.Same				1.Owner	6.Other	
5.Above Ave					2.Relative	7.Vacant	
Physical % Good		0			3.Tenant	8.Exist R	
Functional % Goo		75			4.Agent	9.For Sale	
Economic % Good	i	1	100		5.Estimate		1

Card 1 Of 1 5/23/2025 Shed 10.0' 24.0

80.0'

Apartments/ Lw Cost Retail

80.0



Date Inspected 9/20/2010

Addit	ions, C	utbuild	ings &	[mprov	emen'	ts			1.One Story Fram
Type	Year	Units	Grade	Cond	Phys.	Fur	nct.	Sound Value	2.Two Story Fram
24 Frame Shed	1985	240	2 100	9	0 9	60	%		3.Three Story Fr 4.1 & 1/2 Story
101 Asph Paving	1	84	3 100	4	75 %	6 100) %		5.1 & 3/4 Story
					9,	6	%		6.2 & 1/2 Story
					9,	6	%		21.Open Frame Por
					9,	6	%		22.Encl Frame Por 23.Frame Garage
					9,	6	%		24.Frame Shed
					9,	6	%		25.Finished 1/2 S
					9,	6	%		26.1SFr Overhang
					9,	6	%		27.Unfin Basement 28.Unfinished Att
					9,	6	%		29.Finished Attic

QUITCLAIM DEED WITHOUT COVENANT

(Maine Statutory Short Form)

Greenier, Inc., a Maine Corporation, whose mailing address is 85 Windy Cove Road, Cross Lake Twp., ME 04779, for consideration paid, RELEASES to the Inhabitants of the City of Caribou a body corporate and politic, with a mailing address of 25 High Street, Caribou, ME 04736, all of its right, title and interest in and to the following described real estate in Caribou, County of Aroostook, State of Maine, being more particularly described as follows

Parcel One:

A certain lot or parcel of land located in the Town and Village of said Caribou, to wit:

Beginning at an iron pipe driven on the north line of Herschel Street f/k/a Collins Avenue at the southwest corner of land conveyed by H.D. Collins to Churchill Greenlaw by deed dated June 17, 1930, and recorded in the Southern District of Aroostook Registry of Deeds in Vol. 389, Page 34; thence westerly along the northerly margin of Collins Avenue a distance of 62 feet to an iron pin; thence northerly at a right angle with Collins Avenue a distance of 106 feet to the south line of land owned by Marcy Spooner; thence easterly along the south line of land of Marcy Spooner and the south line of land of Walter Collins a distance of 62 feet to an iron pipe at the northwest corner of the aforesaid Greenlaw lot; thence southerly along the west line of the Greenlaw lot, a distance of 108 feet to the north line of Collins Avenue and place of beginning.

Parcel One being the same premises conveyed to Greenier, Inc. by Warranty Deed of Walter L. Greenier and Walter Louis Greenier, II recorded in the Southern Aroostook Registry of Deeds in Book 1277, Page 123.

Parcel Two:

The following real estate situate in the Village of said Caribou and described as follows, to wit:

Beginning at an iron pipe driven on the north line of Herschel Street f/k/a Collins Avenue at the southwest corner of a parcel of land conveyed by H.D. Collins to the Jericho Club January 5, 1920; thence westerly along the north line of Collins Avenue a distance of sixty-six (66) feet to a stake; thence northerly at a right angle to said Collins Avenue a distance of one hundred nine (109) feet to the south line of Collins Addition as surveyed by A.C. Hardison; thence easterly along the south line of said Collins Addition a distance of sixty-six (66) feet to the northwest corner of land conveyed by H.D. Collins to the Jericho Club; thence southerly along the west line of the aforesaid Jericho Club land a distance of one hundred ten (110) feet to the north line of Collins Avenue and place of beginning.

Excepting that piece or parcel of land conveyed to Raeleen M. Chapman by Warranty Deed of Greenier, Inc. recorded in the Southern Aroostook Registry of Deeds in Book 3701, Page 212.

Parcel Two being *a part of* the premises conveyed to Greenier, Inc. by Warranty Deed of Thelma Greenlaw Russell dated January 27, 1977 and recorded in said Registry of Deeds in Book 1281, Page 10.

Judith A. Greenier is the surviving spouse and successor in interest of stockholder Walter Louis Greenier, II who died March 19, 2023.

In Witness Whereof, Greenier, Inc. has caused this instrument to be executed by Judith A. Greenier its clerk and director and Christine Greenier this _____ day of April, 2025.

Witness Witness

Witness

GREENIER, INC.

Judie A. Greenier, Clerk, Director & Successor in interest to deceased stockholder

Walter Louis Greenier, II

Christine Greenier, Successor in Interest To deceased stockholder David J. Greenier

State of Maine County of Aroostook, ss.

April 29, 2025

Personally appeared the above-named Judith A. Greenier, in her capacity as Clerk & Director of Greenier, Inc. and acknowledged the foregoing instrument to be her free act and deed and the free act of said Greenier, Inc.

Before me,

Notary Public / Attorney at Law

Printed Name

Commission Expires:

TIFFANY R. CURTIS
NOTARY PUBLIC
State of Maine
My Commission Expires
May 3, 2025

State of Maine County of Penobscot, ss.

April 21 st, 2025

Personally appeared the above-named Christine Greenier and acknowledged the foregoing instrument to be her free act and deed and the free act of Greenier, Inc.

Before me,

Notary Public Attorney at Law

Printed Name

Commission Expires: 11/12/2031

Elaina Meagan Brown Fogler

Notary Public, State of Maine My Commission Expires 11/12/2031

F:\RDS\Real Estate Files\Caribou, City of from Greenier\Quitclaim Deed Without Covenant.wpd

CARIBOU ADMINISTRATION 25 HIGH STREET CARIBOU, ME. 04736

MEMO

To: Mayor and City Council Members From: Penny Thompson, City Manager

Date: May 27, 2025

Re: Maine DOT Greenlaw Brook Bridge #5625 Detour Route



The MaineDOT is requesting verbal approval for using the Madawaska Road and Thompson Road, which are town roads, as the official signed detour route for the project to replace the Greenlaw Brook Bridge #5625 on West Gate Road over Greenlaw Brook in Caribou-Limestone, Maine. This will allow the contractor to start work immediately to get detour signs in place. The contractor can start work in the water starting June 15, 2025.

In the next few months, MaineDOT will finalize a written agreement for using the Madawaska Road and Thompson Road, which are town roads, as the official signed detour route with Caribou city officials. Please see the attached draft detour agreement.

Requested Action

Please review.

Motion to "give verbal permission to the MaineDOT to use the Madawaska and Thompson roads as a detour for the Greenlaw Brook Bridge #5625 project on the West Gate Road."

Second

Discussion

Vote



	MaineDOT use only	
AMS Advantage #:		
CSN:		
PROGRAM:		

MAINE DEPARTMENT OF TRANSPORTATION

MUNICIPAL/STATE AGREEMENT

Bridge Replacement Project
Caribou-Limestone, Maine
Including Traffic Detour Authorization
(non-monetary)

(MaineDOT Use Only)

Project Location: Caribou-Limestone, Greenlaw Brook

Bridge

State WIN: 021696.00 Anticipated Project Begin Date: June 15, 2025

Federal Project Number: <u>02169600</u> Anticipated Project End Date: <u>November 2025</u>

Vendor ID: Caribou

Agreement Begin Date: June 2, 2025

This Agreement is entered into between the **Maine Department of Transportation** (hereafter **MaineDOT**) and the **Municipality of Caribou**, a municipal corporation located in the County of Aroostook (hereafter the "Municipality") (MaineDOT and the Municipality jointly hereafter the "Parties").

RECITALS

- **A.** The scope of work that is the subject of this Agreement consists of replacing the Greenlaw Brook Bridge #5625 on West Gate Road over Greenlaw Brook in Caribou-Limestone, Maine, (hereafter the "Project").
- **B.** The Parties have a mutual interest in ensuring that the Project is delivered on a reasonable schedule and within the programmed budget, using a process that maximizes communication and cooperation between the Parties.
- C. The purpose of this Agreement is to set out the roles and responsibilities of the Parties with regard to the Project, and the established detour routes.

AGREEMENT

NOW, THEREFORE, the Parties agree to the following Project-related terms and conditions:

The following checked appendices are hereby incorporated into this Agreement by reference, and any perpetual maintenance appendices shall survive the expiration of this Agreement:

- Appendix A Project General Plans
- Appendix B Project Detour Map showing Vehicular route

1. Scope of Project

The "Project" shall include the following components, all as further detailed on MaineDOT's Project General Plans attached hereto as **Appendix A**: Replacement of the Greenlaw Brook Bridge #5625 on West Gate Road over Greenlaw Brook in Caribou-Limestone, Maine.

2. Municipal Approval of Detour Routes.

- **a.** By execution of this Agreement, the Municipality hereby authorizes MaineDOT to redirect affected West Gate Road vehicular traffic over the town ways of Madawaska Road and Thompson Road, as depicted on **Appendix B** (the "Detour Routes") while the Greenlaw Brook Bridge is being replaced. The West Gate Road will be closed to thru-traffic during construction.
- **b.** Prior to implementing the Detour Routes, MaineDOT shall install appropriate signage to advise the travelling public of the changes in local traffic patterns and shall remove all signs upon Project completion. All associated signage shall be installed and removed at no cost to the Municipality.
- c. Prior to implementing the Detour Routes, MaineDOT's Project Resident Engineer and the Municipality's designated representative shall jointly review and document the existing conditions of the town ways affected by the Detour Routes. Upon Project completion, MaineDOT shall, at MaineDOT's expense, repair any damage to the affected town ways to the extent that they are left in a condition that is comparable to the documented condition prior to implementation of the Detour Routes. The Resident Engineer will review any proposed improvements or repairs with the Municipality's representative prior to initiating such improvements or repairs.
- **d.** In accordance with 23 M.R.S. § 654, MaineDOT shall, for the duration of the Project and at MaineDOT's expense, ensure that the segments of College Road and Lane Road carrying the Detour Routes are maintained in a condition adequate to serve traffic.
- e. In accordance with MaineDOT's Standard Specifications, MaineDOT shall require its Project contractor to contact essential police, fire, rescue and ambulance service providers in the area to advise them of the Detour Routes and their impacts to emergency traffic flow through the Project area.

3. Contract Procurement, Construction and Cost Sharing

- a. MaineDOT shall procure and administer a contract to construct the Project (the "Contract") in accordance with the plans and specifications developed by MaineDOT. Construction will take place during the 2025 construction season. Construction is anticipated to start mid-June 2025 and completion by late November 2025.
- b. MaineDOT shall be the sole administrator of the Contract and will pay all Project costs unless otherwise specified herein or in a subsequent Municipal/State Agreement.
- c. Neither MaineDOT nor its contractors will be required to pay for inspections by and permits from the Municipality.

- d. The Municipality agrees to allow MaineDOT's contractor to control all traffic through the Project areas in accordance with the Traffic Control Plan approved by MaineDOT per its standard protocol. As a component of this Traffic Control Plan, the Municipality agrees to allow MaineDOT to re-route detoured traffic in accordance with the Detour Routes depicted on Appendix B.
- e. The Municipality agrees to alter, move, relocate or remove, or cause to be, at no cost to the Project, any municipal property, including all fixtures, facilities or monuments, located on, under or above the ground as necessary to permit construction of the Project that have not otherwise been provided for during the development of the Project. Any work necessary to do so during the period of construction shall be coordinated with the contractor for the Project.
- f. To the extent necessary to permit construction of the Project, the Municipality will, at no cost to MaineDOT, assure proper adjustment, relocation, or repair of any portion of a utility service, whether above or below ground, that is located within the limits of the highway right-of-way and connected to any municipal utility. The Municipality agrees to hold the Department harmless from any claims for damages occurring as a result thereof.

4. Post Construction Municipal Highway Enforcement

- a. The Municipality agrees that during and after construction it will apply the requirements of the most recent version of MaineDOT's "Utility Accommodation Policy" as the minimum guidelines, notwithstanding any municipal rules that are more lenient. A copy of MaineDOT's policy will be provided to the Municipality by MaineDOT.
- b. The Municipality agrees that, except in an emergency or as allowed in 23 M.R.S. § 3351-A, it will prohibit the excavation of the highway within the limits of the Project for a period of at least five (5) years after completion of the Project and agrees to make all necessary notifications to abutters and occupants of the highway as otherwise required of any city government under the provisions of 23 M.R.S. § 3351. Thereafter, all future excavations within the right-of-way of the Project shall be regulated and controlled in the manner specified by MaineDOT in its most recent "Rules, Regulations and Policies for Highway Openings", which is incorporated herein and made a part hereof by reference.
- c. The Municipality agrees to keep the right-of-way of the Project inviolate from all encroachments and agrees to remove, or cause to be removed, anything that may encroach thereon.
- d. When applicable, the Municipality agrees to regulate all entrances to the highway within the limits of the Project in accordance with the provisions of 23 M.R.S. § 704.

5. Termination

- a. MaineDOT reserves the right to postpone, suspend, abandon or otherwise terminate the Project for any reason.
- b. MaineDOT may postpone, suspend, abandon or otherwise terminate this Agreement upon thirty (30) days written notice to the Municipality and in no event shall any such action be deemed a breach of contract. Postponement, suspension, abandonment or termination may be taken for any reason by MaineDOT or specifically as the result of any failure by the Municipality to perform any of the services required under this Agreement to MaineDOT's satisfaction.

6. Miscellaneous Provisions

- a. <u>Municipal Authority</u>. The Municipality represents that it has received all necessary approvals or authorizations by its governing authorities to approve the Project and enter into this Agreement, and that it commits to obligate the necessary funds to satisfy its obligations identified herein.
- b. <u>Indemnification</u>. To the extent permitted by law, the Municipality shall indemnify, defend and hold harmless the State of Maine, its officers, agents and employees from all claims, suits or liabilities arising from any negligent or wrongful act, error or omission by the Municipality, its officials, employees, agents, consultants or contractors. Nothing herein shall waive any defense, immunity or limitation of liability that may be available to either party under the Maine Tort Claims Act (14 M.R.S. § 8101 et seq.) or any other privileges or immunities provided by law. Any other provision of this Agreement to the contrary notwithstanding, this provision shall survive any termination or expiration of this Agreement.
- c. The Parties agree to comply with and abide by all applicable state and federal laws, statutes, rules, regulations, standards and guidelines, including the Manual of Uniform Traffic Control Devices (the "MUTCD"), the Americans With Disabilities Act ("ADA"), the Occupational Safety and Health Administration ("OSHA") standards, and all Agreement provisions; avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achievement of the intent of this Agreement.
- d. All provisions of this Agreement as appended, except those which by their very nature are intended to survive, shall expire upon completion of Project construction and final collection and/or payment of all outstanding Project invoices, if any.
- e. <u>Subject to Legislative Appropriation.</u> Anything herein to the contrary notwithstanding, the Municipality acknowledges and agrees that, although the execution of this Agreement by MaineDOT manifests its intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by the Maine Legislature and, therefore, this Agreement does not create any obligation on behalf of MaineDOT in excess of such appropriations.
- f. <u>Amendment and Modification</u>. This Agreement, and all attachments, may only be modified or amended in writing and signed by duly authorized representatives of the Parties.
- g. <u>Binding Effect</u>. The Parties shall be bound by the terms of this Agreement. This provision shall apply to the Parties' successors, administrators and legal representatives.
- h. <u>Assignment</u>. No assignment of this Agreement is contemplated, and in no event shall any assignment be made without MaineDOT's express written permission.
- i. <u>Independent Capacity</u>. The Municipality, its respective employees, agents, representatives, consultants and contractors shall not act as officers, employees or agents of MaineDOT.
- j. Counterparts and Electronic Signatures. This Agreement may be implemented in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same Agreement, and will be effective when counterparts have been signed by each of the Parties and delivered to the other Parties. Each Page 4 of 5

 Rev 4/30/15

CPO

Party agrees that this Agreement and any other documents to be executed in connection herewith may be electronically signed and that any electronic signatures appearing on this Agreement or the associated documents are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

k. Notice. Any communications, requests or notices required or appropriate to be given under this Agreement shall be in writing and mailed via U.S. Mail, Certified or Registered, Return Receipt Requested or sent via a recognized commercial carrier such as, but not limited to Federal Express, that requires a return receipt delivered to the sending party. Alternatively, communication may be sent via email and shall satisfy the delivery requirements of this section through express acknowledgement of receipt by the receiving party. Said communications, requests or notices shall be sent to the other party as follows:

Maine Department of Transportation

16 State House Station Augusta, ME 04333-0016 Attn.: Michael Wight

Email: michael.wight@maine.gov

Municipality Municipality of Caribou

25 High Street

Caribou, ME 04736

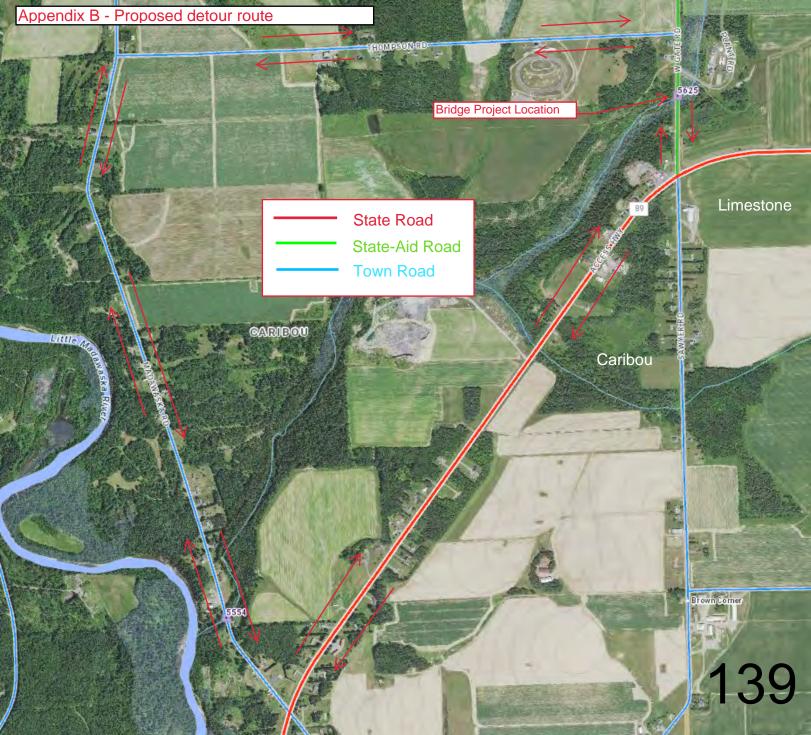
Attn.: Penny Thompson, City Manager Email: pthompson@cariboumaine.org

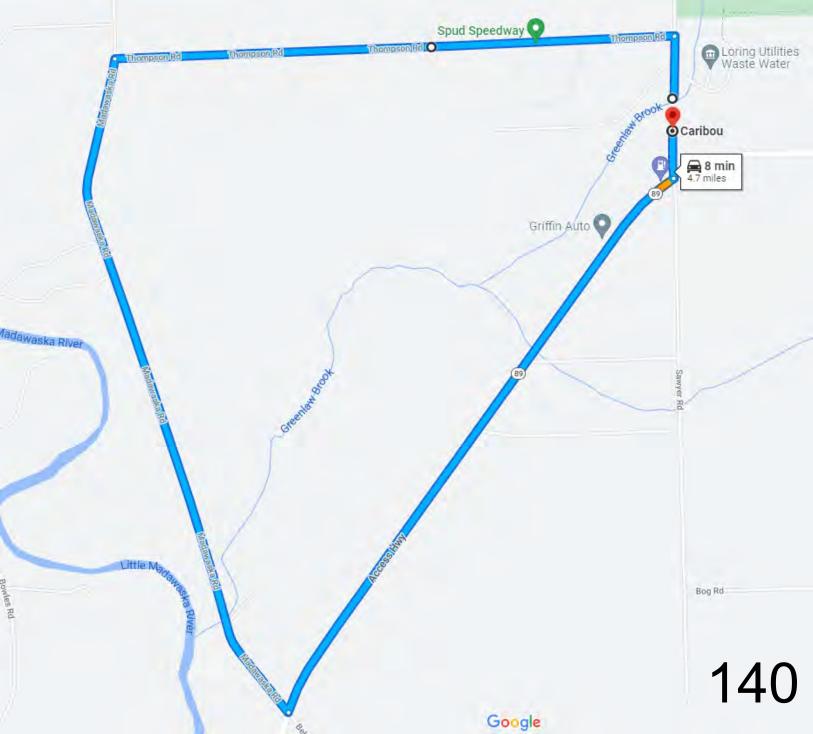
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in duplicate, effective on the day and date last signed below.

MAINE DEPARTMENT OF TRANSPORTATION

Date:	By:
	Todd Pelletier, Director
	Bureau of Project Development
	Duly authorized*
	MUNICIPALITY OF CARIBOU
Date:	By:
	Penny Thompson, City Manager
	Duly authorized*

^{*} I certify that the signature above is true and accurate. I further certify that the signature, if electronic: (a) is intended to have the same force as a manual signature; (b) is unique to me; (c) is capable of verification; and (d) is under my sole control.





CARIBOU ADMINISTRATION 25 HIGH STREET CARIBOU, ME. 04736

MEMO

To: Mayor and City Council Members From: Penny Thompson, City Manager

Date: May 27, 2025

Re: Slope Stabilization & Safety Improvements, Project No. 022841.00



The MaineDOT is requesting that the municipal officers sign the following agreement for the construction overlimit permit for the Slope Stabilization & Safety Improvements, Project No. 022841.00 on the Grimes Road

Requested Action

Please review. If acceptable, please make a motion to

"sign the agreement for the construction overlimit permit for the Slope Stabilization & Safety Improvements, Project No. 022841.00 on the Grimes Road."

Second

Discussion

Vote

STATE OF MAINE DEPARTMENT OF TRANSPORTATION 16 STATE HOUSE STATION AUGUSTA, MAINE 04333-0016

Bruce A. Van Note

5/14/2025

Janet T. Mill

Danielle Brissette, City Clerk Re: City of Caribou 25 High Street Caribou, ME 04736

Subject: Slope Stabilization & Safety

Improvements

Project No.: 022841.00 Location: Caribou Roadway: Grimes Road

Dear Ms. Brissette:

The Maine Department of Transportation will soon solicit quotes for the subject project for construction, and pursuant to 29-A MRSA § 2382 (7) we have established a "Construction Area." A copy of 29-A § 2382 is enclosed for your information. Also included is an agreement, which requires signature by the municipal officers, and additional background documents.

The agreement stipulates that the municipality will issue a permit for a stated period of time to the MDOT contractor for transporting construction equipment (backhoes, bulldozers, etc.) that exceed legal weight limits, over municipal roads. The agreement acknowledges the municipality's right to require a bond from the contractor to "guarantee suitable repair or payment of damages" per 29-A MRSA.

29-A MRSA § 2382 (7) states that "the suitability of repairs or the amount of damage is to be determined by the Department of Transportation on state-maintained ways and bridges, otherwise by the municipal officers." In other words, municipal officers determine the suitability of repairs on municipal ways and bridges.

The State cannot force municipalities to allow overweight vehicles to travel on posted municipal roads. Municipal postings supersede overweight permits. However, the agreement requires municipalities to make reasonable accommodations for overweight vehicles that are operated by contractors and the MDOT in connection with the construction project.

The specific municipal roads involved are not necessarily known at present, as the contractor's plan of operation won't be known until just prior to the start of work. If the municipality plans to require a bond; the amount of the bond should be determined prior to the start of work. If the project number administratively changes, you will be notified, and the agreement modified accordingly. Please return the completed agreement to my attention. Should you have any questions, please contact me at 207 624-3410.

Sincerely,

George M.A. Macdougall, P.E. Contracts & Specifications Engineer Bureau of Project Development

Please return this AGREEMENT, when completed, to:

Maine Department of Transportation ATTN.: George Macdougall, Contracts & Specifications Engineer #16 State House Station, Child Street Augusta, Maine 04333-0016

Project No.: 022841.00 Location: Caribou

Pursuant to 29-A MRSA § 2382, the undersigned municipal officers of the City of Caribou agree that a construction overlimit permit will be issued to the Contractor for the above-referenced project allowing the contractor to use overweight equipment and loads on municipal ways.

The municipality may require the contractor to obtain a satisfactory bond pursuant to 29-A MRSA § 2388 to cover the cost of any damage that might occur as a result of the overlimit loads. If a bond is required, the exact amount of said bond should be determined prior to the use of any municipal way. The MaineDOT will assist in determining the amount of the bond if requested. A suggested format for a general construction *overlimit bond* is attached. A suggested format for a construction *overlimit permit* is also attached. This construction overlimit permit does not supersede rules that restrict the use of public ways, such as posting of public ways, pursuant to 29-A MRSA § 2395.

The maximum speed limit for trucks on any municipal way will be 25 mph (40 km per hour) unless a higher speed limit is specifically agreed upon, in writing, by the Municipal Officers.

y the Municipal Officials							

SPECIAL PROVISION 105 CONSTRUCTION AREA

Construction Areas located in the City of Caribou have been established by the Maine Department of Transportation (MDOT) in accordance with provisions of 29-A § 2382 Maine Revised Statutes Annotated (MRSA).

The sections of highway under construction in Aroostook County:

Project 022841.00 is located in the city of Caribou on Grimes Road, beginning 1.50 miles northwest of Murphy Road and extending north 0.19 of a mile.

Per 29-A § 2382 (7) MRSA, the MDOT may "issue permits for stated periods of time for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation. The permit:

- A. Must be procured from the municipal officers for a construction area within that municipality;
- B. May require the contractor to be responsible for damage to ways used in the construction areas and may provide for:
 - (1) Withholding by the agency contracting the work of final payment under contract; or
 - (2) The furnishing of a bond by the contractor to guarantee suitable repair or payment of damages.

The suitability of repairs or the amount of damage is to be determined by the Department of Transportation on state-maintained ways and bridges, otherwise by the municipal officers;

- C. May be granted by the Department of Transportation or by the state engineer in charge of the construction contract; and
- D. For construction areas, carries no fee and does not come within the scope of this section."

The Municipal Officers for the City of Caribou agreed that an Overlimit Permit will be issued to the Contractor for the purpose of using loads and equipment on municipal ways in excess of the limits as specified in 29-A MRSA, on the municipal ways as described in the "Construction Area."

As noted above, a bond may be required by the municipality, the exact amount of said bond to be determined prior to use of any municipal way. The MDOT will assist in determining the bond amount if requested by the municipality.

The maximum speed limits for trucks on any city way will be 25 mph (40 km per hour) unless a higher legal limit is specifically agreed upon in writing by the Municipal Officers concerned.

GENERAL GUIDANCE CONSTRUCTION OVERLIMIT PERMIT AND BONDING

The Maine Bureau of Motor Vehicles (BMV) establishes requirements and standards for the permitting of non-divisible over dimensional and overweight vehicles and loads (collectively overlimit loads) on state roads. These state motor vehicle permits are available on-line. 29-A MRSA and Secretary of State Administrative Rules Chapters 155-157 apply. Additionally, municipalities and county commissioners may issue overweight permits for travel on municipal and county ways maintained by that municipality or county. These permits are typically single trip permits requiring vehicle registration data, intended route etc.

However, in this case we're dealing with Construction Permits involving overlimit loads in support of construction projects. According to 29-A MRSA § 2382 (7), a Construction Permit is a permit "for a stated period of time that may be issued for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation". According to 29-A § 2382 MRSA, the construction overlimit permit must be procured from the municipal officers for overweight loads on a municipal way in support of a construction project within that municipality.

By signing the attached agreement, the municipality agrees to issue construction overlimit permits to the MDOT construction contractor.

Frequently Asked Questions:

A. Why sign the document in advance of the actual construction contract?

Response: There are three primary reasons: First, to comply with 29-A § 2382. Second, to ensure that there are no surprises regarding the use of municipal roads by the Maine DOT contractor (to reasonably reduce risk and thus keep the cost of construction down) and third, to ensure the town is aware of its rights to control its own roads, and its rights to require a separate contractor's bond. (This is in addition to the Payment Bond and the Performance Bond the Maine DOT requires of the contractor).

B. Different roads may require different levels of scrutiny. How is a posted road handled?

Response: Despite the general construction overweight permit, the contractor cannot exceed the load limit on a posted municipal road without specific municipal permission. 29-A § 2395 MRSA notes that any ways requiring special protection (such as posted roads) will continue to be protected and overweight permits are superseded by such postings. In such a case the contractor would have to use an alternate route.

C. Is there any reason why the contractor cannot be held to indemnify and hold harmless the Municipality beyond the simple posting of a bond?

Response: The objective of our standard letter is to deal with overweight equipment and trucks on municipal ways during construction of a Maine DOT construction project. The bond merely provides a measure of protection against damage to municipal ways as a direct result of construction activity. Other areas of risk and indemnification are beyond the scope of our letter.

D. Are we required to obtain a bond?

Response: No. In fact, few municipalities have required a construction bond. It is a matter of risk management.

E. If used, what amount should be required on the bond?

Response: Previous MDOT letters used to speak about a maximum bond amount of \$14,000 / mile (\$9,000 / kilometer) of traveled length, however 29-A § 2382 sets no maximum. The amount of the bond (if any bond is required at all) is based on the individual situation. The MDOT will assist in providing a bond amount estimate if so requested.

F. Why the blanket approval?

Response: The blanket approval we seek is the reasonable accommodation by the municipality to allow the Maine DOT contractor to use town ways (if required) to haul overweight construction equipment and trucks. This theoretically gives the municipality and the MDOT time to discuss exceptions to a blanket approval. In general, this avoids unnecessary risks and saves money for all concerned in the long run.

G. Who determines the suitability of repairs?

<u>Response:</u> For municipal ways, the suitability of repairs may be determined by municipal officers. The MDOT will assist.

H. What is a non-divisible load?

Response: Per Chapter 157 (The Administration of Over-Dimension and Overweight Permits) under the Secretary of State administrative rules (See Rule Chapters for the Department of the Secretary of State on line), a non-divisible load is defined as: A load which, if separated into smaller loads or vehicles, would:

- 1) make it unable to perform the function for which it was intended;
- 2) destroy its value or;
- 3) require more than eight work hours to dismantle using appropriate equipment. Sealed oceangoing containers, spent nuclear materials in casks, and government-controlled military vehicles and their loads will be considered non-divisible

I. What is the standard for Overweight trucks and equipment?

<u>Response:</u> Overweight means a weight that exceeds the legal limits established in 29-A MRSA Chapter 21.

J. This is an unorganized township with no county or municipal roads. Why should I respond?

Response: Because of limited staff, we send out a standard letter to cover contingencies and minimize risk to the construction process. From time to time the letter may not have a practical application. In most cases of unorganized territories, the agreement is signed and returned as a matter of routine. This ensures that surprises will not be encountered after the start of construction regarding travel over municipal and county ways.

Additional tips:

<u>False Information</u> - Permit are invalidated by false information. A permit is invalidated by the violation of any condition specified by the terms of the permit or by false information given on the application. On evidence of such violation of falsification, the permittee may be denied additional permits.

<u>Proper Registration</u> - Overload permits do not relieve the registrants of vehicles from their obligations to properly register their vehicles in accordance with Motor Vehicle Laws.

<u>Agent's Power of Attorney</u> - If you do require a contractor's bond, make sure you have a copy of the Surety Agent's power of attorney authorizing the surety agent to sign for the surety. Keep the power of attorney with your duplicate original bond at the municipality. The contractor will also have a duplicate original.

Other bonds - The Maine DOT requires a payment bond and a performance bond of the contractor which is held against unsatisfactory performance on the part of the contractor for all construction projects over \$100,000. (The Miller Act (40 U.S.C. 270a-270f) normally requires performance and payment bonds for any federal aid construction contract exceeding \$100,000. 14 MRSA § 871 provides a similar requirement for state funded construction projects.) These bonds cover the proper performance of the contract and the payment of all employees, suppliers and subcontractors.

SPECIAL PROVISION 105 OVERLIMIT PERMITS

Title 29-A § 2382 MRSA Overlimit Movement Permits.

- 1. Overlimit movement permits issued by State. The Secretary of State, acting under guidelines and advice of the Commissioner of Transportation, may grant permits to move nondivisible objects having a length, width, height or weight greater than specified in this Title over a way or bridge maintained by the Department of Transportation
- 2. Permit fee. The Secretary of State, with the advice of the Commissioner of Transportation, may set the fee for single trip permits, at not less than \$6, nor more than \$30, based on weight, height, length and width. The Secretary of State may, by rule, implement fees that have been set by the Commissioner of Transportation for multiple trip, long-term overweight movement permits. Rules established pursuant to this section are routine technical rules pursuant to Title 5, chapter 375, subchapter II-A.
- **3. County and municipal permits.** A county commissioner or municipal officer may grant a permit, for a reasonable fee, for travel over a way or bridge maintained by that county or municipality
- **4. Permits for weight.** A vehicle granted a permit for excess weight must first be registered for the maximum gross vehicle weight allowed for that vehicle.
- **5. Special mobile equipment.** The Secretary of State may grant a permit, for no more than one year, to move pneumatic-tire equipment under its own power, including Class A and Class B special mobile equipment, over ways and bridges maintained by the Department of Transportation. The fee for that permit is \$15 for each 30-day period.
- **6. Scope of permit.** A permit is limited to the particular vehicle or object to be moved, the trailer or semitrailer hauling the overlimit object and particular ways and bridges.
- **7. Construction permits.** A permit for a stated period of time may be issued for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation. The permit:
 - A. Must be procured from the municipal officers for a construction area within that municipality;
 - B. May require the contractor to be responsible for damage to ways used in the construction areas and may provide for:
 - (1) Withholding by the agency contracting the work of final payment under contract; or

(2) The furnishing of a bond by the contractor to guarantee suitable repair or payment of damages.

The suitability of repairs or the amount of damage is to be determined by the Department of Transportation on state-maintained ways and bridges, otherwise by the municipal officers;

- C. May be granted by the Department of Transportation or by the state engineer in charge of the construction contract; and
- D. For construction areas, carries no fee and does not come within the scope of this section.
- **8.** Gross vehicle weight permits. The following may grant permits to operate a vehicle having a gross vehicle weight exceeding the prescribed limit:
 - A. The Secretary of State, with the consent of the Department of Transportation, for state and state aid highways and bridges within city or compact village limits;
 - B. Municipal officers, for all other ways and bridges within that city and compact village limits; and
 - C. The county commissioners, for county roads and bridges located in unorganized territory.
- **9. Pilot vehicles.** The following restrictions apply to pilot vehicles.
 - A. Pilot vehicles required by a permit must be equipped with warning lights and signs as required by the Secretary of State with the advice of the Department of Transportation.
 - B. Warning lights may be operated and lettering on the signs may be visible on a pilot vehicle only while it is escorting a vehicle with a permit on a public way.

With the advice of the Commissioner of Transportation and the Chief of the State Police, the Secretary of State shall establish rules for the operation of pilot vehicles.

9-A. Police escort. A person may not operate a single vehicle or a combination of vehicles of 125 feet or more in length or 16 feet or more in width on a public way unless the vehicle or combination of vehicles is accompanied by a police escort. The Secretary of State, with the advice of the Commissioner of Transportation, may require a police escort for vehicles of lesser dimensions.

- A. The Bureau of State Police shall establish a fee for state police escorts to defray the costs of providing a police escort. A county sheriff or municipal police department may establish a fee to defray the costs of providing police escorts.
- B. The Bureau of State Police shall provide a police escort if a request is made by a permittee. A county sheriff or municipal police department may refuse a permittee's request for a police escort.
- C. A vehicle or combination of vehicles for which a police escort is required must be accompanied by a state police escort when operating on the interstate highway system.
- 10. Taxes paid. A permit for a mobile home may not be granted unless the applicant provides reasonable assurance that all property taxes, sewage disposal charges and drain and sewer assessments applicable to the mobile home, including those for the current tax year, have been paid or that the mobile home is exempt from those taxes. A municipality may waive the requirement that those taxes be paid before the issuance of a permit if the mobile home is to be moved from one location in the municipality to another location in the same municipality for purposes not related to the sale of the mobile home.
- 11. Violation. A person who moves an object over the public way in violation of this section commits a traffic infraction.

Section History:

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PL 1993, Ch. 683, §A2 (NEW).
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PL 1993, Ch. 683, §B5 (AFF).

PL 1997, Ch. 144, §1,2 (AMD).

PL 1999, Ch. 117, §2 (AMD).

PL 1999, Ch. 125, §1 (AMD).

PL 1999, Ch. 580, §13 (AMD).

PL 2001, Ch. 671, §30 (AMD).

PL 2003, Ch. 166, §13 (AMD).

PL 2003, Ch. 452, §Q73,74 (AMD).

PL 2003, Ch. 452, §X2 (AFF).

MUNICIPAL OVERLIMIT PERMIT FOR CONSTRUCTION

MUNICIPALITY:	
Phone: 207	; fax: 207
	PERMIT TO MOVE CONSTRUCTION EQUIPMENT AND LOADS IN OF LEGAL LIMITS ON MUNICIPAL WAYS
Construction Time Period:	
for An Overlimit Permit to move constru	is hereby made to the MUNICIPALITY OF
Project Identification Number (PIN):	
NAME OF PERMITTEE (Construction	Company):
STREET/P.O. BOX:	
CITY:	STATE/PROV:
ZIP / POSTAL CODE:	
PHONE:	FAX:
Γhis object or load cannot be readily red	uced to the legal limits.
	Signed by:
	(name & title)
D. 14.1. A sun against and	and the second design of the second to the second the second to the second the second to the second

Permit is granted. A copy of this signed permit will be provided to the permittee as prove of permit. This permit will automatically expire at the physical completion of the above construction project. The original permit will be held on file at the municipality.

Signed:

MUNICIPAL OVERLIMIT PERMIT FOR CONSTRUCTION

MUNIC	CIPALITY:	
Pho	ne: 207	; fax: 207
APPLICATION FOR OV	ERLIMIT PERMIT EXCESS OF LEGA	TO MOVE CONSTRUCTION EQUIPMENT AND LOADS IN AL LIMITS ON MUNICIPAL WAYS
Construction Time Period:		20
for An Overlimit Permit to m	ove construction ed	by made to the MUNICIPALITY OF
Project Identification Numbe	r (PIN):	
NAME OF PERMITTEE (C	onstruction Compai	ny):
STREET/P.O. BOX:		
CITY:		STATE/PROV:
ZIP / POSTAL CODE:		
PHONE:	FAX:	*
This object or load cannot be	readily reduced to	the legal limits.
		Signed by:
		(name & title)
Dameit is amounted. A compact	Ethic cionad narmit	will be provided to the permittee as prove of permit. This permit

Permit is granted. A copy of this signed permit will be provided to the permittee as prove of permit. This permit will automatically expire at the physical completion of the above construction project. The original permit will be held on file at the municipality.

Signed:

BOND #	Date:	
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MUNICIPAL CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS: That (name of construction firm)
and the Municipality of, as
principal,and
, a corporation duly organized under the laws of the State of and having a
usual place of business
as Surety, are held and firmly bound unto the Treasurer of the Municipality of
in the sum of
and 00/100 Dollars (\$
to be paid said Treasurer of the Municipality of or
her/his successors in office, for which payment well and truly to be made, Principal and
Surety bind themselves, their heirs, executors and administrators, successors and assigns,
jointly and severally by these presents.
The condition of this obligation is such that if the Principal designated as Contractor in the Contract to construct Project Number in the Municipality of promptly and faithfully performs the Contract,
without damage to the municipal ways, other than normal wear and tear; then this obligation shall be null and void; otherwise it shall remain in full force and effect.
However, if the Principal designated as Contractor causes damage to any municipal way beyond normal wear and tear, in the construction of the above project through the use of legal weight, legal dimension trucks or equipment; or overweight or over-dimension equipment or trucks (as defined in 29-A MRSA) on the municipal ways, then this bond may be used to guarantee that the contractor either repairs or pays for the damage caused by the use of its equipment or trucks. The degree of damage beyond normal wear and tear will be determined by municipal officials with the assistance of the Maine

Municipality.	
Signed and sealed this	. day of, 20
WITNESS:	SIGNATURES: CONTRACTOR:
Signature	
Print Name Legibly	
WITNESS:	SIGNATURES SURETY:
Signature	Signature
Print Name Legibly	Print Name Legibly
NAME OF LOCAL AGENCY:	
ADDRESS	
NAME OF SURETY	
SURETY ADDRESS:	
BOND#	

The Surety hereby waives notice of any alteration or extension of time made by the

	~
BOND #	Date:
μ	2

MUNICIPAL CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS: TH					
and the Municipalit	y of _				_, as
principal,and, a corporation duly organized under the laws of usual place of business	f the Sta	ate of		and hav	ing a
as Surety, are held and firmly bound unto	the T	reasurer			
to be paid said Treasurer of the Municipality o	an)
her/his successors in office, for which payment Surety bind themselves, their heirs, executors as jointly and severally by these presents.	nd admi	inistrator	s, succes	ssors and as	signs,
The condition of this obligation is such that if the Contract to construct Project Number promptly			_ in the	Municipal	ity of
without damage to the municipal ways, othe obligation shall be null and void; otherwise it sh	r than	normal	wear an	d tear; ther	
However, if the Principal designated as Contraction beyond normal wear and tear, in the construction	on of th	e above j	oroject the veight of	hrough the ure over-dime	use of

Department of Transportation.

The Surety hereby waives notice of any alter Municipality.	ration or extension of time made by the
Signed and sealed this	day of, 20, 20
WITNESS:	SIGNATURES: CONTRACTOR:
Signature Print Name Legibly	Print Name Legibly
WITNESS: Signature Print Name Legibly	SIGNATURES SURETY: Signature Print Name Legibly
NAME OF LOCAL AGENCY:	
NAME OF SURETY SURETY ADDRESS:	
BOND #	



MEMORANDUM

DATE: May 23, 2025

TO: City Council

City Manager Penny Thompson

25 High St.

Caribou, ME 04736

FROM: Peter Baldwin, Library Director

SUBJECT: Caribou Public Library Policy Handbook

The Caribou Public Library currently has a handbook that includes out of date and irrelevant policies. To rectify this, the Library Director and Library Board of Trustees created a new version in keeping with the current status and needs of the Caribou Public Library.

As the original policy book was last updated in the early 2000's, the following sections were removed or updated:

- Removal of VHS and CD Loan policies
- Updates to Exhibit Policy
- Updates to Computer Use Policy
- Updates to Library Card Registration Policies
- Updates to Maine Laws Relevant to Intellectual Freedom
- Updates to the ALA Code of Ethics
- General Updates applied to all other existing sections for clarification and refinement

Suggested action:

Please review the Caribou Public Library Policy Handbook and vote to update this working document.

CARIBOU PUBLIC LIBRARY

Objectives And Policies

Mission Statement

Our mission is to welcome, promote, and encourage our community to grow through learning and be empowered through knowledge. We strive to provide the necessary resources to strengthen and support education and lifelong learning opportunities. We believe it is important to uphold the public's right to know by providing equal access to information which reflects all points of view. Lastly, we will work hard to provide a safe and welcoming atmosphere for individuals and families.

General Library Objectives

- A. The general library objectives of the Caribou Public Library (CPL) shall be:
 - 1. To assemble, preserve and administer books and related educational and recreational material in organized collections to promote the communication of ideas, leading to an enlightened citizenship and enriched personal lives.
 - 2. To serve the community as a center of reliable information.
 - 3. To provide a place where inquiring minds may encounter the original, sometimes unorthodox, and critical ideas so necessary in a society that depends on free competition of ideas for its survival.
 - 4. To support the educational, civic, and cultural activities of groups and organizations.
 - 5. To provide opportunity and encouragement for children, young people, men and women to educate themselves continuously.
 - 6. To seek continually to identify community needs, to provide programs of service to meet such needs, and to cooperate with other organizations, agencies and institutions that are beneficial to community needs.
 - 7. To provide library service, without charge, to every resident of the City of Caribou.

Who May Use the Library

- A. The library will serve all residents of the City of Caribou. Service will not be denied or abridged because of religious, racial, social, economic or political status. Persons residing outside the geographical area but owning property in Caribou may use the library free of charge. An annual registration fee of \$30.00 per individual or \$40.00 per family will be charged to nonresidents.
- B. The Non-Resident Fee may be broken down into increments, but the minimum amount paid must be no less than \$15 for a 6-month registration.
- C. The use of the library or its services shall be limited when excessive demands of groups or individuals tend to curtail service to the general public.

- D. Children 9 years of age and under must be accompanied by an adult, except for scheduled, supervised library programs.
- E. The use of the library or its services may be denied for due cause. Such cause may be failure to return books or materials, failure to pay fines or replacement costs, destruction of library property, disturbance of other patrons or staff, or any objectionable conduct on library premises.

Services of the Library

- A. Using collection development tools, the library will select from the massive quantity of available materials, and accessibly organize those books and materials which best meet the needs of the community.
- B. The library staff will provide guidance and assistance to people in obtaining the information they seek as recorded in print and digital resources.
- C. The library will provide information and materials to:
 - 1. Further the personal education of interested individuals of the community served;
 - 2. Increase workforce training and healthcare education;
 - 3. Increase general understanding and appreciation of literature, the arts, sciences, and the political and natural world;
 - 4. Promote information and digital literacy across all demographics served by the library.
- D. The library will initiate programs, exhibits, and book displays to stimulate the use of library materials for the enlightenment of people of all ages.
- E. The library is able to secure information beyond its own resources by:
 - 1. collecting and disseminating information regarding the resources of agencies, institutions, and organizations;
 - 2. borrowing for patrons materials which are not owned by the library and which cannot be purchased, or materials for which the demand does not justify the purchase;
- F. The library will lend to other libraries materials requested and which are not available in the borrowing library. Patrons of the CPL have a priority in the use of materials. Materials the library may judge to be rare or difficult to replace will not be loaned.
- G. The library will endeavor to maintain a balance in its services across demographics.
- H. The public library will cooperate with, but cannot perform the functions of school, or other institutional libraries.
- I. Library services will be provided during hours which best meet the needs of the community.
- J. Periodic review will be made of library services to determine whether the needs of the community indicate that present services should be discontinued, adjusted, or other services added.

159

<u>Library Collection Development and Selection Policies</u>

- A. The library adheres to the **Library Bill of Rights*** of the American Library Association and the **Freedom to Read*** statement prepared by the American Library Association and the Book Publishers' Council.
- B. The library will provide materials which help meet its objectives. Materials selected will not be limited by physical medium.
- C. The Library Director will be responsible for the selection of books and materials within the framework of policies created by the joint effort of the Library Director, the Board of Trustees, and the Library Staff. The Library Director will use book selection aids such as general lists and book reviews for guidance in selection.
- D. Materials acquired will meet high standards of quality in content, expression, or format as determined by the Library Director and staff.
- E. The library staff acknowledges an interest in books with a Maine theme. The library will make special considerations for materials of local, county, and state themes, fiction or nonfiction, for inclusion in the collection.
- F. The library will not attempt to furnish materials needed for formal courses of study offered by elementary and secondary schools and by institutions of higher learning.
- G. The library generally does not purchase rare books, genealogies, medical texts or law books.
- H. The price of a book may be a deciding factor.
- I. The library will challenge censorship or attempted censorship in the maintenance of its responsibility to provide information and enlightenment. The library's philosophy is that a person can reject for oneself books found to be distasteful. That person cannot exercise the right of censorship to restrict another citizen's choice in reading matter. Responsibility for the reading of children rests with their parents or legal guardian, not the library. Material selection will not be inhibited by the possibility that a book may inadvertently come into a child's possession.
- J. As the library seeks to maintain current and up-to-date information in its collection, older materials will be systematically weeded from the collection according to accepted professional practices. Disposition of weeded materials will be at the discretion of the Library Director.
- K. This selection policy needs continuous revision to ensure its reflection of the changing interests of the community. With this aim, the policy will be reviewed by the Library Director, staff, and Board of Trustees every five years.

Reconsideration of Materials

- A. If any material is challenged, the following procedure will be followed:
 - 1. The challenger, who must be a valid library card holder, is invited to express concerns to a member of staff or the Library Director.

- 2. The Library Director will review the material and render a verdict. If the challenger feels the result is unsatisfactory, they are then invited to fill out and sign a Request for Reconsideration of Materials form. **
- 3. The challenged material is placed on closed reserve so that the Library Director and the Board of Trustees may read and view it.
- 4. The matter is put on the next board meeting agenda for discussion, where the Library Director and Board of Trustees will make a joint decision.
- 5. If the challenger appeals this joint decision, the matter will be turned over to the Maine Library Association's Committee on Intellectual Freedom.

Gifts and Bequests

- A. The library welcomes and encourages gifts and bequests. ** Within the provisions of state laws and the Caribou City Charter, the following policies are instituted:
 - 1. Books and other materials will be accepted on the condition that the Library Director has the authority to make whatever disposition deemed advisable.
 - 2. Gifts of money will be accepted if the conditions attached thereto are acceptable to the Library Director or, if of a substantial amount, the Caribou City Council.
 - 3. Real property and/or stock will be accepted if conditions attached thereto are acceptable to the Library Director, Board of Trustees, and the City Council.
 - 4. Personal property, art objects, portraits, antiques, and other museum objects will not be accepted unless approved by the Library Director or Caribou City Council.
 - 5. The library will not accept for deposit materials which are not outright gifts.
 - 6. The library does not assign value to any gift or beguest.

Public Relations

- A. The public relations goals of the library are:
 - 1. To foster an understanding of the library's objectives and services by governing officials, civic leaders, and the general public.
 - 2. To encourage and promote participation in the various services offered by the library for people of all ages.
- B. The Library Director and library staff recognize that public relations involve every person who has any connection or interaction with the library and seeks to make each of those interactions as positive as possible. The Library Director urges every staff member to realize that they represent the library in every public interaction.
- C. The library will inform the public of its services through various media outlets.

Volunteers

The library welcomes individuals or groups offering to do volunteer work. The library staff will select the type of work that best suits the needs of the library and the qualifications of the volunteer. The Library Director or a staff member will supervise and train the volunteers.

Recognition of volunteers will be noted in the Library Director's reports to the city manager and the board of trustees. A record of volunteer work will be kept, and periodic evaluations of volunteers will be made.

Building Use

A. Use of the Caribou Room.

The City of Caribou and the Caribou Public Library specifically exclude from the use of the Caribou Public Library any use or function that is not in keeping with the library's goals and objectives, or which would interfere with the operation of the library by causing excessive noise and/or creating safety hazards, health concerns, or the like. The City of Caribou and the Caribou Public Library reserve the right to cancel a scheduled function in the event that the City or the Library conclude that such a use or function may result in the violation of any rule, regulation or law; that any applicant for use of the Library's facilities has misrepresented itself or its intentions for the use of such facility in its application; or in the event a conflict arises between the scheduled function and required use of the facility by the City or Library.

- 1. Any public nonprofit organized group may apply for use of the Caribou Room** The room may not be reserved by commercial groups.
- 2. The Caribou Room is available for meetings during all regular library hours.
- 3. All meetings shall be scheduled at least one week in advance of the requested date with the Library Director.
- 4. As the Caribou Room is located where noise and physical activity would not interfere with the primary functions of the library, it is deemed that this room is suitable for active meetings.
- 5. Infractions of the rules or misuse of the Caribou Room will result in voiding permission for further use by such organizations.
- B. Alcohol, drug use, and smoking of any kind are prohibited in the library building and on the library grounds.

Use of Bulletin Boards

- A. There are two bulletin boards located within the library designated for public use.
- B. The bulletin boards may be used for notices of community interest.

- C. The library will not accept materials for bulletin board display unless it is for individual enterprises, nonpolitical in nature, is of satisfactory quality, and in good taste.
- D. All material for display must be approved by the Library Director.
- E. The library will not guarantee any specific length of time for the display.
- F. The library reserves the right to remove from the display any nonconforming material.

Exhibit Policy

- A. The library will offer space for exhibits free of charge to the public, with applications available**, in order to provide an opportunity for individual, artistic, and intellectual growth. In order to achieve these goals, the library strives to foster freedom of expression and to provide freedom of access to all.
- B. The Library Director will determine exhibition spaces based on size, content, and value.
- C. Exhibits will be available for public viewing during regular library hours.
- D. Types of exhibitions:
 - 1. Works reflecting interests of community members and students with an emphasis on those from Caribou, Aroostook County, and Maine.
 - 2. Historical or other artifacts that are educational or of community interest.
- E. Each application will be reviewed according to the following criteria:
 - 1. Vitality and originality.
 - 2. Quality of implementation.
 - 3. Suitability of physical form.
 - 4. Historical significance.
 - 5. Community interests and needs.
 - 6. Relation to past /future exhibits.
 - 7. Availability of adequate space.
 - 8. Availability of open dates.
- F. The Library Director will be responsible for approving an application for an exhibit.
- G. Publicizing the exhibit shall be the responsibility of the library. If exhibitors contribute to the public relations effort, the library reserves the right to review any publicity materials prepared by the exhibitor before release in order to guarantee that the library facility is accurately represented and the information about the exhibit is correct.

- H. The exhibitor is responsible for the installation and dismantling of the exhibit on the designated dates and will provide all necessary equipment. The exhibitor will also provide at the time of installation a list of pieces in the exhibit, to be reviewed by an available staff member and submitted to the Library Director.
- I. Installations that are not dismantled by the agreed upon date will be left to the Library Director's discretion for disposition.
- J. The library will not engage in the sale of any items on the exhibit. All inquiries will be referred to the exhibitor who is responsible for providing the library staff with information on how such inquiries should be routed. Selling prices of articles are not to be displayed.
- K. The library will provide insurance coverage for exhibited materials up to the limits of the city's liability insurance. Exhibitors will be responsible for any insurance coverage over that amount.
- L. The exhibitor will be held liable for repairs to the library which are a direct result of the exhibit.
- M. The Library Director reserves the right to make such changes in these exhibit policies without prior notice as may be deemed advisable from time to time, and to cancel or withdraw permission for the exhibition of materials when such withdrawal is advisable.

Library Budget Policy

- A. Budget preparation:
 - 1. The responsibility for budget preparation lies with the Library Director, with input from the Board of Trustees.
 - 2. Attendant to the preparation of the budget is an analysis of the answers to these questions:
 - a. How well has the library served the public in the year ending?
 - b. How well is the library meeting its stated objectives?
 - c. What are the next steps to be taken in order to achieve both short and long term goals?
 - 3. Fixed expenses for salaries, materials, maintenance, and operation will be studied and discussed by the Library Director and the board, and carefully balanced against income available.
 - Priorities will dictate allocation of funds. Library budget priorities will help determine
 percentages for specific categories, but these standards are to be used only as
 guides.

B. Budget Presentation

The presentation of the budget to the City Council and/or the Budget Committee is entrusted to the Library Director and the President of the Board of Trustees. Every trustee must be invited to speak their opinion on the proposed budget.

C. Budget Evaluation.

At each monthly meeting of the Board of Trustees there will be an evaluation of the library budget, conducted by the Library Director and the Board of Trustees.

D. Special Budgets.

Special budgets for new construction or capital improvements will be prepared and presented to the city council and the capital improvements committee.

Personnel Policies

Full-time and part-time library employees are part of the work force of the City of Caribou and are subject to the personnel policies of the city.

CARIBOU PUBLIC LIBRARY

RULES AND REGULATIONS

REGISTRATION

- 1. An annual non-resident fee will be assessed as follows: \$30.00 per individual or \$40.00 per family.
 - a. A family status is defined by an individual and their spouse and/or children.
 - b. A Non-resident fee is assigned to any patron who does not live within the City of Caribou and does not pay property taxes for the City of Caribou.
 - c. Individuals not residing in Caribou may have their non-resident fee waived if suitable proof is given that property taxes for the individual or family are being paid in Caribou.
- 2. Identification and /or suitable references are required of all new adult patrons. Applicants are required to provide proof of both mailing and physical address.
- 3. A library card will be given at no cost to new users. All users must present their card when checking out materials. The cost for replacement cards is \$1.00 per card.
- 4. Students entering 7th grade or aged 12 will re-register as adults with all the privileges of adult patrons.

CIRCULATION

- 1. Library materials may be renewed two times. Materials that are reserved may not be renewed.
- 2. Overdue charges of \$0.10 per day will be charged on most materials. A fine of \$1.00 per day will be charged for ILLs, DVDs, S.T.E.A.M. Kits, and Hotspot Kits.
- 3. A grace period of seven (7) days will be assigned to all circulating materials.
- 4. Patrons are responsible for payment of lost or damaged materials
- 5. New patrons are limited to four items and cannot request ILLs for the first month or until reliability is established.
- 6. Materials for private institutions shall be obtained by, and be the responsibility of, the head of the institution. However, individuals from institutions may register if so desired with the responsibilities included.

- 7. Books on one subject may be loaned three at one time to each patron depending upon group demand.
- 8. Patrons will be billed for overdue materials. Local authorities, such as the police, may be asked to assist in retrieving grossly overdue materials.
- 9. Restrictions will be placed on patrons if they have overdue materials, unpaid fines, or are repeatedly delinquent in returning materials. Every attempt will be made by the staff to settle fines in order to clear a patron's record.
- 10. All checkouts are limited to circulation rules as defined by the patron's classification.

MISCELLANEOUS

- 1. Exceptions to circulation policies may be made at the discretion of the Library Director to better serve our patrons and fill their needs due to particular circumstances.
- 2. Amnesty periods on all overdue materials will be held once a year with approval from the City Manager, and advertised as such.
- 3. A book sale will be held two times a year.
- 4. A library patron who has experienced extenuating circumstances and has reported such to the Library Director may have their fines and fees waived in their entirety at the discretion of the Library Director. This may occur only once per patron.

CARIBOU PUBLIC LIBRARY

Technology Plan

MISSION STATEMENT

The Caribou Public Library Director, Board of Trustees, and staff recognize the impact of technology, specifically electronic communication and information upon the lives of the residents of Caribou. The library strives to provide access to, provide instruction in the use of, identify, retrieve and organize technology in its various formats.

ELECTRONIC INFORMATION-ACCEPTABLE USE POLICY

The library does not monitor and has no control over the information accessed through the Internet and cannot be responsible for its content. As with other library materials, restriction of a child's access to the Internet is the responsibility of the parent/legal guardian. By using the information technology provided by the library, the user consents to follow the acceptable use policy of the Caribou Public Library. Misuse or abuse of this computer or Internet access will result in suspension of Internet access privileges. Persons using this equipment agree not to make any changes to the set-up or configuration of the software or hardware. Computer users are financially responsible for any harm done to the computers. Adults are financially responsible for any harm done to computers by their children. The following **Electronic Information Acceptable Use Policy** has been developed to ensure equal access for all our library users.

- 1. Children under seven must be accompanied by an adult when using library workstations.
- 2. The library does not offer E-mail accounts.
- 3. Patrons must use computers for acceptable purposes. Any use of the Internet computers for illegal, inappropriate or obscene purposes or in support of such activities is prohibited.
- 4. In order to avoid viruses, users should be discouraged from downloading to their own external storage media whenever possible.
- 5. Library staff will provide limited assistance for basic start-up procedures for those who are unfamiliar with the workstations provided by the library. Users **MUST** sign in and out at the **adult circulation desk.**
- 6. All copies made at the library are subject to fees as determined by the fee schedule of the Caribou City Council.

APPENDIX A

Caribou Public Library Advisory Board of Trustees Bylaws

CARIBOU PUBLIC LIBRARY ADVISORY BOARD OF TRUSTEES

ARTICLE I. Name and Authorization

Section 1.1 This organization is the Board of Trustees of the Caribou Public Library, located in Caribou, Maine.

ARTICLE II. Purposes

- Section 2.1 The Board of Trustees functions in an advisory capacity to the Caribou

 Public Library. An advisory board, herein known as The Board, is defined
 as having or consisting in the power to make recommendations but not to
 take action enforcing them.
- Section 2.2 The Board assists the Director of the Library in preparation and presentation of the annual budget request to the City Manager.
- Section 2.3 The Board solicits donations of money for the benefit of the Library.
- Section 2.4 The Board represents and advocates for the Library to the city council and in the library community.
- Section 2.5 The Board will act as an advocate for the library through contacts with civic groups and public officials.
- Section 2.6 The Board does not have the same legal or fiduciary responsibilities as a governing board but members are still representatives of the community and are important volunteers and advocates for the library.
- Section 2.7 The Board is an integral and working part of the library and, as such, is part of a team, which includes the director and staff.

ARTICLE III. Membership

- Section 3.1 A Board of Trustees of no more than seven members shall be appointed by a majority vote of the City Council at its January meeting.
- Section 3.2 Board members shall recommend candidates, who have submitted a written application, for consideration by the City Council. The names shall be submitted prior to the Council's January meeting. Members serve a three-year term.
- Section 3.3 In case of a vacancy on the Board, the remainder of the term shall be filled by a candidate recommended by the Board and appointed by the City Council.

ARTICLE IV. Officers

Section 1. The members of the Board shall elect, by majority of the total membership, a President, Vice-president, Secretary, and Treasurer

ARTICLE V. Library Director

- Section 1. The Library Director shall be appointed by the City Manager.
- Section 2. The Library Director shall be considered the department head of the library under the direction of the City Manager.
- Section 3. The City Manager has the authority to dismiss the Library Director and will be directly accountable for him/her as a department head.

ARTICLE VI. Meetings

- Section 1. The regular normal meeting shall be held the first Tuesday of every month except July and August.
- Section 2. The order of business for regular meetings shall include, but not be limited to the following items:
 - Roll Call
 - Approval of previous minutes
 - Directors Report
 - Financials
 - Old Business
 - New Business
 - Adjournment

APPENDIX B

Library Bill of Rights
Freedom to Read Statement

LIBRARY BILL OF RIGHTS

The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services.

- I. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.
- II. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.
- III. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.
- IV. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.
- V. A person's right to use a library should not be denied or abridged because of origin, age, background, or views.
- VI. Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.
- VII. All people, regardless of origin, age, background, or views, possess a right to privacy and confidentiality in their library use. Libraries should advocate for, educate about, and protect people's privacy, safeguarding all library use data, including personally identifiable information.

Adopted June 19, 1939, by the ALA Council; amended October 14, 1944; June 18, 1948; February 2, 1961; June 27, 1967; January 23, 1980; January 29, 2019.

Inclusion of "age" reaffirmed January 23, 1996.

FREEDOM TO READ

The freedom to read is essential to our democracy. It is continuously under attack. Private groups and public authorities in various parts of the country are working to remove or limit access to reading materials, to censor content in schools, to label "controversial" views, to distribute lists of "objectionable" books or authors, and to purge libraries. These actions apparently rise from a view that our national tradition of free expression is no longer valid; that censorship and suppression are needed to counter threats to safety or national security, as well as to avoid the subversion of politics and the corruption of morals. We, as individuals devoted to reading and as librarians and publishers responsible for disseminating ideas, wish to assert the public interest in the preservation of the freedom to read.

Most attempts at suppression rest on a denial of the fundamental premise of democracy: that the ordinary individual, by exercising critical judgment, will select the good and reject the bad. We trust Americans to recognize propaganda and misinformation, and to make their own decisions about what they read and believe. We do not believe they are prepared to sacrifice their heritage of a free press in order to be "protected" against what others think may be bad for them. We believe they still favor free enterprise in ideas and expression.

These efforts at suppression are related to a larger pattern of pressures being brought against education, the press, art and images, films, broadcast media, and the Internet. The problem is not only one of actual censorship. The shadow of fear cast by these pressures leads, we suspect, to an even larger voluntary curtailment of expression by those who seek to avoid controversy or unwelcome scrutiny by government officials.

Such pressure toward conformity is perhaps natural to a time of accelerated change. And yet suppression is never more dangerous than in such a time of social tension. Freedom has given the United States the elasticity to endure strain. Freedom keeps open the path of novel and creative solutions, and enables change to come by choice. Every silencing of a heresy, every enforcement of an orthodoxy, diminishes the toughness and resilience of our society and leaves it the less able to deal with controversy and difference.

Now as always in our history, reading is among our greatest freedoms. The freedom to read and write is almost the only means for making generally available ideas or manners of expression that can initially command only a small audience. The written word is the natural medium for the new idea and the untried voice from which come the original contributions to social growth. It is essential to the extended discussion that serious thought requires, and to the accumulation of knowledge and ideas into organized collections.

We believe that free communication is essential to the preservation of a free society and a creative culture. We believe that these pressures toward conformity present the danger of limiting the range and variety of inquiry and expression on which our democracy and our culture depend. We believe that every American community must jealously guard the freedom to publish and to circulate, in order to preserve its own freedom to read. We believe that publishers and librarians have a profound responsibility to give validity to that freedom to read by making it possible for the readers to choose freely from a variety of offerings.

The freedom to read is guaranteed by the Constitution. Those with faith in free people will stand firm on these constitutional guarantees of essential rights and will exercise the responsibilities that accompany these rights.

We therefore affirm these propositions:

It is in the public interest for publishers and librarians to make available the widest diversity of views and expressions, including those that are unorthodox, unpopular, or considered dangerous by the majority.

Creative thought is by definition new, and what is new is different. The bearer of every new thought is a rebel until that idea is refined and tested. Totalitarian systems attempt to maintain themselves in power by the ruthless suppression of any concept that challenges the established orthodoxy. The power of a democratic system to adapt to change is vastly strengthened by the freedom of its citizens to choose widely from among conflicting opinions offered freely to them. To stifle every nonconformist idea at birth would mark the end of the democratic process. Furthermore, only through the constant activity of weighing and selecting can the democratic mind attain the strength demanded by times like these. We need to know not only what we believe but why we believe it.

Publishers, librarians, and booksellers do not need to endorse every idea or presentation they make available. It would conflict with the public interest for them to establish their own political, moral, or aesthetic views as a standard for determining what should be published or circulated.

Publishers and librarians serve the educational process by helping to make available knowledge and ideas required for the growth of the mind and the increase of learning. They do not foster education by imposing as mentors the patterns of their own thought. The people should have the freedom to read and consider a broader range of ideas than those that may be held by any single librarian or publisher or government or church. It is wrong that what one can read should be confined to what another thinks proper.

It is contrary to the public interest for publishers or librarians to bar access to writings on the basis of the personal history or political affiliations of the author.

No art or literature can flourish if it is to be measured by the political views or private lives of its creators. No society of free people can flourish that draws up lists of writers to whom it will not listen, whatever they may have to say.

There is no place in our society for efforts to coerce the taste of others, to confine adults to the reading matter deemed suitable for adolescents, or to inhibit the efforts of writers to achieve artistic expression.

To some, much of modern expression is shocking. But is not much of life itself shocking? We cut off literature at the source if we prevent writers from dealing with the stuff of life. Parents and teachers have a responsibility to prepare the young to meet the diversity of experiences in life to which they will be exposed, as they have a responsibility to help them learn to think critically for themselves. These are affirmative responsibilities, not to be discharged simply by preventing them from reading works for which they are not yet prepared. In these matters values differ, and values cannot be legislated; nor can machinery be devised that will suit the demands of one group without limiting the freedom of others.

It is not in the public interest to force a reader to accept the prejudgment of a label characterizing any expression or its author as subversive or dangerous.

The ideal of labeling presupposes the existence of individuals or groups with wisdom to determine by authority what is good or bad for others. It presupposes that individuals must be

directed in making up their minds about the ideas they examine. But Americans do not need others to do their thinking for them.

It is the responsibility of publishers and librarians, as guardians of the people's freedom to read, to contest encroachments upon that freedom by individuals or groups seeking to impose their own standards or tastes upon the community at large; and by the government whenever it seeks to reduce or deny public access to public information.

It is inevitable in the give and take of the democratic process that the political, the moral, or the aesthetic concepts of an individual or group will occasionally collide with those of another individual or group. In a free society individuals are free to determine for themselves what they wish to read, and each group is free to determine what it will recommend to its freely associated members. But no group has the right to take the law into its own hands, and to impose its own concept of politics or morality upon other members of a democratic society. Freedom is no freedom if it is accorded only to the accepted and the inoffensive. Further, democratic societies are more safe, free, and creative when the free flow of public information is not restricted by governmental prerogative or self-censorship.

It is the responsibility of publishers and librarians to give full meaning to the freedom to read by providing books that enrich the quality and diversity of thought and expression. By the exercise of this affirmative responsibility, they can demonstrate that the answer to a "bad" book is a good one, the answer to a "bad" idea is a good one.

The freedom to read is of little consequence when the reader cannot obtain matter fit for that reader's purpose. What is needed is not only the absence of restraint, but the positive provision of opportunity for the people to read the best that has been thought and said. Books are the major channel by which the intellectual inheritance is handed down, and the principal means of its testing and growth. The defense of the freedom to read requires of all publishers and librarians the utmost of their faculties, and deserves of all Americans the fullest of their support.

We state these propositions neither lightly nor as easy generalizations. We here stake out a lofty claim for the value of the written word. We do so because we believe that it is possessed of enormous variety and usefulness, worthy of cherishing and keeping free. We realize that the application of these propositions may mean the dissemination of ideas and manners of expression that are repugnant to many persons. We do not state these propositions in the comfortable belief that what people read is unimportant. We believe rather that what people read is deeply important; that ideas can be dangerous; but that the suppression of ideas is fatal to a democratic society. Freedom itself is a dangerous way of life, but it is ours.

This statement was originally issued in May of 1953 by the Westchester Conference of the American Library Association and the American Book Publishers Council, which in 1970 consolidated with the American Educational Publishers Institute to become the Association of American Publishers.

Adopted June 25, 1953, by the ALA Council and the AAP Freedom to Read Committee; amended January 28, 1972; January 16, 1991; July 12, 2000; June 30, 2004.

A Joint Statement by:

American Library Association

Association of American Publishers

Subsequently endorsed by:

American Booksellers for Free Expression
The Association of American University Presses
The Children's Book Council
Freedom to Read Foundation
National Association of College Stores
National Coalition Against Censorship
National Council of Teachers of English
The Thomas Jefferson Center for the Protection of Free Expression

APPENDIX B

Maine Laws Relevant to Intellectual Freedom

MAINE LAWS RELEVANT TO INTELLECUAL FREEDOM

27 MRSA 121: Confidentiality of Library Records

- 1. Confidentiality. A record maintained by any public library, as defined in <u>section 110</u>, <u>subsection 10</u>, the Maine State Library, the Law and Legislative Reference Library or a library of the University of Maine System, the Maine Community College System or the Maine Maritime Academy is confidential if the record contains:
 - A library patron's personally identifying information, including but not limited to the library patron's name, address, phone number and e-mail address; or [PL 2015, c. 81, §1 (NEW).]
 - b. Information that identifies a library patron as having requested, obtained or used books or other materials in any medium at the library or provided by the library. [PL 2015, c. 81, §1 (NEW).]

[PL 2015, c. 81, §1 (NEW).]

2. Permitted release. A record designated confidential by <u>subsection1</u> may be released only with the express written permission of the library patron involved; to officers, employees, volunteers and agents of the library to the extent necessary for library administrative purposes; or as the result of a court order.

[PL 2015, c. 81, §1 (NEW).]

3. Public record. A library may publish and release as a public record aggregated and statistical information pertaining to library patronage, circulation activities and use of any service or consultation the library provides as long as the release of the information does not jeopardize the confidentiality of a library patron's personally identifying information.

17 MRSA 2911: Dissemination of Obscene Matter to Minors

- **1. Definitions.** As used in this section, unless the context indicates otherwise, the following words shall have the following meanings.
 - a. "Distribute" means to transfer possession, whether with or without consideration. [PL 1977, c. 410, §2 (NEW).]
 - b. "Exhibit" means to display for viewing by the public. [PL 1977, c. 410, §2 (NEW).]
 - c. "Matter" means any printed or written material, any picture, photograph, motion picture or other visual representation. [PL 1983, c. 300, §2 (AMD).]
 - i. "Minor" means a person under 18 years of age. [PL 1983, c. 300, §3 (NEW).]
 - d. "Obscene matter" means matter which:

- To the average individual, applying contemporary community standards, with respect to what is suitable material for minors, considered as a whole, appeals to the prurient interest;
- ii. Depicts or describes, in a patently offensive manner, ultimate sexual acts, excretory functions, masturbation or lewd exhibition of the genitals; and
- iii. Considered as a whole, lacks serious literary, artistic, political or scientific value. [PL 1977, c. 696, §168 (AMD).]

[PL 1983, c. 300, §§2, 3 (AMD).]

- General rule. A person is guilty of disseminating obscene matter to a minor if he
 knowingly distributes, or exhibits or offers to distribute or exhibit to a minor, any obscene
 matter declared obscene, in an action to which he was a party, pursuant to subsection
 3.
 - a. This section shall not apply to any noncommercial distribution or exhibition for purely educational purposes by any library, art gallery, museum, public school, private school or institution of learning, nor to any commercial distribution or exhibition by any art gallery or museum. [PL 1977, c. 410, §2 (NEW).]
 - b. It shall be a valid defense to any proceeding under this section that:
 - i. The defendant was a parent or guardian of the minor;
 - ii. The distribution or exhibition is exempt under paragraph A; or
 - iii. For motion pictures, the minor was accompanied by his spouse, parent or legal guardian. [PL 1983, c. 300, §4 (AMD).]

[PL 1983, c. 300, §4 (AMD).]

- 3. Procedure for adjudicating obscenity. Whenever the Attorney General, or any district attorney, reasonably believes a person is disseminating to minors matter that is obscene, the Attorney General or district attorney may petition the Superior Court to declare the matter obscene pursuant to <u>Title 14</u>, sections 5951 to 5963. The Attorney General or district attorney may join all persons the Attorney General or district attorney reasonably believes to be disseminating that matter to minors as parties to the action. The hearing on such petition may be advanced on the docket and receive priority over other cases when the court determines that the interests of justice so require.
 - a. Trial on the issue of obscenity must be by jury. [PL 2011, c. 559, Pt. A, §18 (AMD).]
 - b. Intervention by others disseminating the same matter must be freely allowed. [PL 2011, c. 559, Pt. A, §18 (AMD).]
 - c. Determination by a court pursuant to this subsection that a matter is obscene does not bar relitigation of that issue in a criminal prosecution under this section. [PL 2011, c. 559, Pt. A, §18 (AMD).]

[PL 2011, c. 559, Pt. A, §18 (AMD).]

4. Penalty. Disseminating obscene matter to a minor is a Class C crime.

[PL 1983, c. 300, §5 (AMD).]

Appendix D

Request for Reconsideration of Materials

Caribou Room-Application for Use

Exhibit Application

Gifts and Bequests Form

REQUEST FOR RECONSIDERATION OF LIBRARY MATERIAL

Comments			
Action taken			
Request received by			
Address: Street Cit Date Signature o		State	Zip
COMPLAINANT REPRESENTS: Himself/Herse Name of OrganizationComplainant's Name			
In its place what item of equal quality would you perspective of the topic?			
What would you like the library to do about this n			
For what age group would you recommend this r Is there anything good about this material? Did you read the entire work? What parts did you read? Are you aware of the judgement of this work by I What do you believe is its theme?	literary critics?		
What do you feel might be the result of having ac	ccess to this mat	erial?	
To what in the material do you object? (be specif	fic, cite page)		
TITLE_ To what in the material do you object? (be specified)			
TYPE OF MATERIAL: BOOK DVD	AUDIO	OTHER	

CARIBOU ROOM

APPLICATION FOR USE

NAME OF ORGANIZATION	
NAME OF PERSON MAKIN	G RESERVATION
ADDRESS	
PHONE	
EMAIL	
TYPE OF FUNCTION	
HOURS	
NUMBER OF PERSONS EX	KPECTED
EQUIPMENT NEEDED	
I have read the Caribou Roo DATE	om policy and will assume responsibility for compliance of the rules. SIGNATURE
	BY
	AMOUNT OF FEE RECEIVED
	ANIOUNT OF TEL RECEIVED

EXHIBIT APPLICATION

(To be filled out by the exhibitor)

EXHIBITOR	Nam	e
	Cont	act person, if a group
	Addr	ess
	Telep	phone
PROPOSED	Title	
EXHIBIT		
	Spac	ce Requirements
	Set up date Removal date	
DESCRIPTION OF EXHIBIT		Briefly describe the proposed exhibit, including number of pieces, theme, etc.
PROGRAM SUPPORT		Do you provide any lecture or public program to coincide with your exhibit? If so, briefly describe.
		If you wish to circulate any free material in support of the proposed exhibit, please attach sample.
NOTE		The Caribou Public Library provides insurance coverage for exhibited materials up to the limits of the city's liability insurance. Exhibitors will be responsible for any insurance coverage over that amount

GIFTS AND BEQUESTS

The following excerpt from the Caribou Public Library's Gifts and Bequests policy outlines the library's position on the acceptance of gifts:

- A. The library welcomes and encourages gifts and bequests. Within the provisions of the state laws, the Board of Trustees adopts the following policies:
 - 1. Books and other materials will be accepted on the condition that the librarian has the authority to make whatever disposition he or she deems advisable.
 - 2. Gifts of money, real property, and/or stock will be accepted if conditions attached thereto are acceptable to the Board of Trustees and to the City Council.
 - 3. Personal property, art objects, portraits, antiques, and other museum objects will not be accepted <u>unless</u> approved by the Board of Trustees.

4. The library will not accept for deposit materials which are not outright gifts.

ITEM(S) DONATED:	
I have read the Caribou Public Lib that I understand and accept these	erary's Gifts and Bequests policy and my signature indicates e conditions.
DATE	SIGNATURE

Caribou Public Library

Objectives and Policies



OBJECTIVES AND POLICIES

TABLE OF CONTENTS

Bylaws	1-3
Mission Statement	4
General Library Objectives	4
Technology Mission Statement	5
Technology Acceptable Use Policy	5
Who May Use the Library	6
Services of the Library	6
Library Collection Development and Selection	7
Reconsideration of Materials	8
Gifts and Bequests	9
Public Relations	9
Volunteers	10
Building Use.	10
Use of Bulletin Boards	11
Exhibits	11
Library Budget	13
Personnel	14
Library Rules	22
Appendix A	26
Appendix B	32
Appendix C	35

The Objectives and Policies of the Caribou Public Library were endorsed by the Caribou City Council on May 9, 1994

BYLAWS

PUBLIC LIBRARY COMMITTEE

CARIBOU PUBLIC LIBRARY

Caribou, Maine 04736

ARTICLE I: Name and Authorization

- Section 1. The name of the organization shall be the "Caribou Public Library Committee," also known as the "Board of Trustees."
- Section 2. This organization exists by virtue of Section 2.17 of the Caribou City Charter and shall exercise the powers and authority and assume the responsibilities delegated to it by the charter.

ARTICLE II: Members

- Section 1. The board shall consist of seven members who shall be elected by the city council, and shall serve for a term of five years.
- Section 2. In case of a vacancy on the board due to resignation or death of a member, the remainder of the term shall be filled by a resident elected by the city council.
- Section 3. Board members shall recommend candidates for consideration by the city council. The names shall be submitted prior to the council's December meeting.
- Section 4. For the sake of continuity no more than two members' terms shall expire in any one year.

ARTICLE III: Officers

- Section 1. The officers shall be a chairperson and a vice-chairperson, elected by the board from among the members during the first regular meeting of each year.
- Section 2. The term of office shall be one year from the date of the meeting at which they were elected and until their successors are elected.

- Section 3. The chairperson shall preside at all meetings of the board, appoint all committees, execute all documents authorized by the board, serve as ex-officio voting member of all committees, and generally perform all duties associated with that office.
- Section 4. The vice-chairperson, in the event of the absence or disability of the chairperson, or a vacancy in that office, shall assume and perform the duties and functions of the chairperson.

ARTICLE IV: Meetings

- Section 1. The board shall hold regular meetings at dates and hours set by the board.
- Section 2. Special meetings may be called by the chairperson or by a majority of the board.
- Section 3. Written notice of meetings shall be sent to members by the librarian prior to the date of the meeting, stating the place, date and hour of the meeting and the purpose for which it was called. Meetings shall be open to the public, who may observe and comment. Public notice of these meetings shall be given.
- Section 4. Four members, present in person, one of whom shall be an officer, shall constitute a quorum for the transaction of business at any meeting.
- Section 5. All meetings shall be governed by <u>Roberts' Rules of Order</u>, latest edition.
- Section 6. The order of business for regular meetings shall include, but not limited to, the following items which shall be covered in the sequence so far as circumstances permit:
 - (a) Roll call of members
 - (b) Disposition of minutes of previous meeting and any intervening special meeting
 - (c) Librarian's financial report of the library
 - (d) Action on bills
 - (e) Progress and service report of the librarian
 - (f) Committee reports
 - (g) Communications
 - (h) Unfinished business
 - (i) New business
 - (j) Public presentation to, or discussion with the board
 - (k) Adjournment
- Section 7. The librarian shall attend all meetings except when the librarian's salary or work performance is under discussion.

Section 8. The librarian shall perform the duties of recording secretary at meetings, and shall keep a true and accurate record of the meetings.

ARTICLE V: Librarian and Staff

Section 1. The board shall appoint a qualified librarian with the consent and approval of the city council. The librarian shall be the executive and administrative officer of the library on behalf of the board and under its review and direction. The librarian shall recommend to the board the appointment and specify the duties of other employees and shall be held responsible for the proper direction and supervision of the staff, for the care and maintenance of library property, for an adequate and proper selection of books and materials in keeping with the stated policy of the board, for the efficiency of library service to the public, and for its financial operation within the limitations of the budgeted appropriation. In the case of part-time or temporary employees, the librarian shall have interim authority to appoint without prior approval of the board provided that any such appointment shall be reported at the board's next regular meeting.

ARTICLE VI: Committees

Section 1. The chairperson shall appoint committees for specific purposes as the business of the board may require. Committees shall make progress reports to the board at each of its meetings. The committee shall be considered to be discharged upon the completion of the purpose for which it was appointed.

ARTICLE VII: Responsibilities of the Board

- Section 1. The board shall be responsible for the management of the library.
- Section 2. The board shall establish written policies concerning the operation of the library.
- Section 3. The board shall participate in budget preparation, presentation, review and evaluation.
- Section 4. The board shall be responsible for making decisions in regards to trust funds and gifts of property.
- Section 5. The board shall provide to the city manager a written performance evaluation of the librarian. The evaluation is due on the librarian's employment anniversary or upon request.

OBJECTIVES AND POLICIES

Mission Statement

It is the mission of the Caribou Public Library to organize, preserve and make readily available materials of contemporary interest and permanent value, including a comprehensive collection of local history, for the education, intellectual stimulation and pleasure of the entire community. It upholds the principle of intellectual freedom and the public's right to know by providing people of all ages access to information which reflects all points of view. Caribou Public Library provides its facility and service to satisfy the varied needs of the community and encourages the use of these resources by keeping the public aware and informed.

General Library Objectives

- A. The general library objectives of the Caribou Public Library shall be:
 - 1. To assemble, preserve and administer, in organized collections, books and related educational and recreational material in order to promote, through guidance and stimulation the communication of ideas, an enlightened citizenship and enriched personal lives.
 - 2. To serve the community as a center of reliable information.
 - 3. To provide a place where inquiring minds may encounter the original, sometimes unorthodox and critical ideas so necessary as correctives and stimulants in a society that depends for its survival on free competition of ideas.
 - 4. To support educational, civic and cultural activities of groups and organizations.
 - 5. To provide opportunity and encouragement for children, young people, men and women to educate themselves continuously.
 - 6. To seek continually to identify community needs, to provide programs of service to meet such needs, and to cooperate with other organizations, agencies and institutions which can provide programs or services to meet community needs.
 - 7. To provide library service, without charge, to every resident of the City of Caribou.

CARIBOU PUBLIC LIBRARY 30 High Street Caribou, Me 04736

MISSION STATEMENT TECHNOLOGY PLAN

The Caribou Public Library Board of Trustees and staff recognize the impact of technology, specifically electronic communication and information upon the lives of the residents of Caribou. The Library strives to provide access to, provide instruction in the use of, identify, retrieve and organize technology in its various formats.

ELECTRONIC INFORMATION-ACCEPTABLE USE POLICY

Welcome to the Caribou Public Library's Computer Network System. The library does not monitor and has no control over the information accessed through the Internet and cannot be responsible for its content. As with other library materials, restriction of a child's access to the Internet is the responsibility of the parent/legal guardian. Your signing of the User Agreement establishes your consent to follow the acceptable use policy of the Caribou Public Library. Misuse or abuse of this computer or Internet access will result in suspension of Internet access privileges. Persons using this equipment agree not to make any changes to the set-up or configuration of the software or hardware. Computer users are financially responsible for any harm done to the computers. Adults are financially responsible for any harm done to the computers by their children. The following Electronic Information Acceptable Use Policy has been developed to ensure equal access for all our library users.

- 1. Users must be registered patrons of the Caribou Public Library.
- 2. Children under seven must be accompanied by an adult when using the computers.
- 3. The library does not offer E-mail accounts. Chat groups will not be allowed.
- 4. Patrons must use computers for acceptable purposes. Any use of the Internet computers for illegal, inappropriate or obscene purposes or in support of such activities is prohibited. Library officials are encouraging users to use the Internet as a reference source not an entertaining opportunity to "surf" the net.
- 5. In order to avoid viruses, users may NOT download to their own disks.
- 6. Adult computers may be used for one hour at a time. Children's computers may be used for 30 minutes at a time. Both adult and children may have an additional half hour of time providing no one is waiting to use the computer. Users who have not used the Internet must sign up for a one-hour training session with the library's Technology Coordinator. Library staff will provide limited assistance for basic start-up procedures for those who have had prior use on the Internet. Users MUST sign in and out at the adult circulation desk.
- 7. Copies made from the computers are .20 cents each.

Who May Use the Library

- A. The library will serve all residents of the City of Caribou. Service will not be denied or abridged because of religious, racial, social, economic or political status. Persons residing outside the geographical area but owning property in Caribou may use the library free of charge. An annual registration fee of \$30.00 per individual or \$40.00 per family will be charged to nonresidents. A fee of \$15.00 will be charged for temporary users (6 months or less).
- B. The use of the library or its services shall be limited when excessive demands of groups or individuals tend to curtail service to the general public. Children 9 years of age and under must be accompanied by an adult, except for scheduled, supervised library programs.
- C. The use of the library or its services may be denied for due cause. Such cause may be failure to return books or materials, or to pay penalties, destruction of library property, disturbance of other patrons, or any objectionable conduct on library premises.

Services of the Library

- A. The library will select from the mass of available materials, and organize for easy access, those books and materials which best meet the needs of the community.
- B. The library staff will provide guidance and assistance for people to obtain the information they seek as recorded in print and audio-visual resources.
- C. The library will provide information and materials to help people to:
 - 1. equip themselves for efficient activities in useful occupations and practical affairs.
 - 2. increase their competence to form sound judgment on public problems.
 - 3. increase their understanding and appreciation of literature, the arts, sciences, and the political and natural world.
- D. The library will initiate programs, exhibits, book lists, etc., to stimulate the use of library materials for the enlightenment of people of all ages.
- E. The library accepts the responsibility for securing information beyond its own resources by:
 - 1. collecting information about, and listing for referral, the resources of agencies, institutions, organizations, and individuals in and beyond the community.

- borrowing for patrons with serious interests, materials which are not owned by the library and which cannot be purchased, or materials for which the demand does not justify the purchase.
- F. The library will lend to other libraries materials which are requested for patrons with serious interests and which are not available in the borrowing library. Patrons of this library have a priority in the use of materials. Materials the librarian may judge to be rare or difficult to replace will not be loaned.
- G. The library will endeavor to maintain a balance in its services to men, women, young people and children.
- H. The public library will cooperate with, but cannot perform the functions of school, and other institutional libraries, which are designed to meet curricular needs.
- I. The library will provide the best in children's reading. Old and new favorites, books expressing the highest quality literary skills and book arts, will serve as quides to book selection.
- J. Library services will be provided during hours which best meet the needs of the community.
- K. Periodic review will be made of library services to determine whether the needs of the community indicate that present services should be discontinued or other services added.

Library Collection Development and Selection Policies

- A. The library will provide materials which help meet its objectives. Materials may include: books, periodicals, pamphlets, newspapers, video tapes, audio tapes, records, maps, and microfilm.
- B. The librarian will be responsible for the selection of books and materials within the framework of policies established by the board of trustees. The librarian may use book selection aids such as general lists and book reviews for guidance in selection.
- C. Materials acquired will meet high standards of quality in content, expression and format.
- D. The library acknowledges a particular interest in books with a Maine theme. Using stated collection criteria, materials of local, county and state themes, fiction or non fiction, current or historical are sought for inclusion in the collection.
- E. The library will keep itself informed of other publicly available resources of books and other materials in the area to avoid unnecessary duplication.

- F. The library will not attempt to furnish materials needed for formal courses of study offered by elementary and secondary schools and by institutions of higher learning.
- G. The library generally does not purchase rare books, genealogies, medical texts or law books.
- H. The price of a book may be a deciding factor.
- I. The library subscribes to the <u>Library Bill of Rights</u>* of the American Library Association and the <u>Freedom to Read</u>* statement prepared by the American Library Association and the Book Publishers' Council.
- J. The library will challenge censorship or attempted censorship in the maintenance of its responsibility to provide information and enlightenment. The library's philosophy is that a person can reject for oneself books found to be distasteful. That person cannot exercise the right of censorship to restrict another citizen's choice in reading matter. Responsibility for the reading of children rests with their parents or legal guardian, not the library. Material selection will not be inhibited by the possibility that a book may inadvertently come into a child's possession.
- K. Materials which are no longer useful in the light of stated objectives of the library will be systematically weeded from the collection according to accepted professional practices. Disposition of weeded materials will be at the discretion of the librarian.
- L. Selection policy needs continuous revision to insure its reflection of the changing interests of the community. With this aim, the policy will be reviewed by the board of trustees every three years. The policy may be revised only by a formal vote of the board.

Reconsideration of Materials

- A. If any material is challenged, the following procedure will be followed:
 - 1. The challenger is invited to express concerns to the librarian.
 - 2. The challenger is then invited to fill out and sign a Request for Reconsideration of Materials form.**
 - 3. The challenged material is placed on closed reserve so that the board of trustees may read and view it.
 - 4. If the challenger so requests, the matter is put on the next board meeting agenda for a hearing.

^{*} see Appendix A for complete statements.

^{**} see Appendix C for sample form.

5. If the challenger appeals the board's decision, the matter will be turned over to the Maine Library Association's Committee on Intellectual Freedom.

Gifts and Bequests

- A. The library welcomes and encourages gifts and bequests.* Within the provisions of the state laws, the Board of Trustees adopts the following policies:
 - Books and other materials will be accepted on the condition that the librarian has the authority to make whatever disposition he or she deems advisable.
 - 2. Gifts of money, real property, and/or stock will be accepted if conditions attached thereto are acceptable to the Board of Trustees and to the City Council.
 - 3. Personal property, art objects, portraits, antiques, and other museum objects will not be accepted unless approved by the Board of Trustees.
 - 4. The library will not accept for deposit materials which are not outright gifts.

Public Relations

- A. Some of the public relations goals of the library are:
 - 1. Understanding the library's objectives and services by governing officials, by civic leaders, and by the general public.
 - 2. Active participation in the varied services offered by the library by people of all ages.
- B. The board of trustees recognizes that public relations involves every person who has any connection with the library. The board urges its own members and every staff member to realize that he or she represents the library in every public contact.
- C. The library will inform the public of its services through the use of the media.
- * See Appendix C for form.

Volunteers

The library welcomes individuals or groups offering to do volunteer work. The librarian will select the type of work that best suits the needs of the library and the qualifications of the volunteer. The librarian or a staff member will supervise and train the volunteers.

Recognition of volunteers will be noted in the librarian's reports to the city manager and the board of trustees. Λ record of volunteer work will be kept and periodic evaluations of volunteers will be made.

Building Use

A. Use of the Caribou Room.

The City of Caribou and the Caribou Public Library specifically exclude from the use of the Caribou Public Library any use or function that is not in keeping with the Library's goals and objectives, or which would interfere with the operation of the Library by causing excessive noise and/or creating safety hazards, health concerns, or the like. The City of Caribou and the Caribou Public Library reserve the right to cancel a scheduled function in the event that the City or the Library conclude that such a use or function may result in the violation of any rule, regulation or law; that any applicant for use of the Library's facilities has misrepresented itself or its intentions for the use of such facility in its application; or in the event a conflict arises between the scheduled function and required use of the facility by the City or Library.

- 1. Any public nonprofit organized group may apply for use of the Caribou Room* The room may not be reserved by commercial groups.
- 2. The Caribou Room is available for meetings from 10:00am to 7:00 pm Monday-Thursday and 10:00 am-6:00 Friday and 10:00am-2:00pm Saturday.
- 3. All meetings shall be scheduled at least one week in advance of the requested date with the librarian.
- 4. Smoking is not allowed and alcoholic beverages are not permitted in the library.
- As the Caribou Room is located where noise and physical activity would interfere with the primary functions of the library, it is deemed that this room is not suitable for active meetings.
- 6. Infractions of the rules or misuse of the Caribou Room will result in voiding permission for further use by such organizations.

*See appendix C for sample application

10. The library will not accept reservations for meetings which would designate the library as the regular meeting place for any organization.

Use of Bulletin Boards

- Λ . All bulletin boards except the one at the side entrance foyer will be for library use only.
- B. The side entrance bulletin board may be used for notices of community interest.
- C. The library will accept material for bulletin board display only if it is noncommercial and nonpolitical in nature and of satisfactory quality and in good taste.
- D. All material for display must be approved by the librarian.
- E. The library will not guarantee any specific length of time for the display.
- F. The library reserves the right to remove from the display any nonconforming material.

Exhibit Policy

- A. The library will offer space for exhibits,* free of charge to the public, in order to provide an opportunity for individual intellectual and aesthetic growth and enjoyment and to foster public awareness of the cultural and artistic community. In order to achieve these goals, the library strives to foster freedom of expression and to provide freedom of access to all.
- B. Exhibition spaces are limited to the main reading room at the rear of the library and the Clara Piper room at the front.
- C. Exhibits will be available for public viewing during regular library hours.
- D. Types of exhibitions:
 - 1. Works of professional artists, crafts people, community groups and students with an emphasis on those from Caribou, Aroostook County, and Maine.
 - 2. Historical or other artifacts that are educational or may enhance collections of the library.

^{*} sample application form in Appendix C.

- E. Each application will be reviewed according to the following criteria:
 - 1. Vitality and originality.
 - 2. Quality of implementation.
 - 3. Suitability of physical form.
 - 4. Historical significance.
 - 5. Community interests and needs.
 - 6. Relation to past/future exhibits.
 - 7. Availability of adequate space.
 - 8. Availability of open dates.
- F. The librarian will have the responsibility for approving an application for an exhibit.
- G. Publicizing the exhibit shall be the responsibility of the library. If exhibitors contribute to the public relations effort, the library reserves the right to review any publicity materials prepared by the exhibitor before release in order to guarantee that the library facility is accurately represented and the information about the exhibit is correct.
- H. The exhibitor is responsible for the installation and dismantling of the exhibit on the designated dates and will provide all necessary equipment. The exhibitor will also provide at the time of installation, a list of pieces in the exhibit.
- I. The library will not engage in the sale of any items on the exhibit. All inquiries will be referred to the exhibitor who is responsible for providing the library staff with information on how such inquiries should be routed. Selling prices of articles are not to be displayed.
- J. The library will provide insurance coverage for exhibited materials up to the limits of the city's liability insurance. Exhibitors will be responsible for any insurance coverage over that amount.
- K. The exhibitor will be held liable for repairs to the library which are a direct result of the exhibit.
- L. The board of trustees reserves the right to make such changes in these exhibit policies without prior notice as it may deem advisable from time to time, and to cancel or withdraw permission for the exhibition of materials when at its discretion such withdrawal is advisable.

Library Budget Policy

A. Budget preparation:

- 1. The responsibility for budget preparation lies with the board of trustees and the librarian.
- 2. Attendant to the preparation of the budget is an analysis of the answers to these questions:
 - a. How well has the library served its public in the year ending?
 - b. How well is the library meeting its stated objectives?
 - c. What are the next steps to be taken in order to achieve both short and long term goals?
- 3. Fixed expenses for salaries, materials, maintenance, and operation will be studied and discussed by the librarian and the board, and carefully balanced against income available.
- 4. Priorities will dictate allocation of funds. Library budget standards will help determine percentages for specific categories, but these standards are to be used only as guides.
- B. Budget Presentation.

The presentation of the budget to the city council and the budget committee is entrusted to the librarian and the chairperson of the board of trustees. Every trustee, however, must be prepared to share in its justification.

C. Budget Evaluation.

Monthly evaluation of the library budget in the light of finances available will be conducted by the board of trustees and the librarian.

D. Special Budgets.

Special budgets for new construction or capital improvements will be prepared and presented to the city council and the capital improvements committee.

Personnel Policies

Full time and part time library employees are part of the work force of the City of Caribou, and are subject to the personnel policies of the city.

The following information is from the City of Caribou Employee's Guide:

EMPLOYMENT SECTION

This section deals with the various categories surrounding employment. It will help you understand the process of applying for a job and the many different items that pertain to the employment process.

All applicants must submit a written application for employment to the department in which they would like to be hired, or to the city manager.

Employment of all personnel is the responsibility of the Department Head with the approval of the City Manager through the authority from the City Council.

1.1 AFFIRMATIVE ACTION

It is the City's policy not to discriminate between individuals because of religion, race, nationality, sex or marital status. The City is an equal employment opportunity employer and makes its jobs available on an equitable basis in recruiting, hiring, promotions, transfers and pay changes.

1.2 PROBATIONARY PERIOD

It is our belief that you will be a permanent employee of the City. However, in order to provide you and the City time in which to evaluate yourself, your continued employment will be subject to a probationary period. After this period, you will become eligible for all benefits, some of which are retroactive to your date of hire.

1.3 REEMPLOYMENT

Former employees who have left the City with good records will be given preference over new applicants, providing their qualifications are equal to the other applicants. However, when computing seniority and employment benefits they should be considered as new employees except as follows:

Upon reemployment, credit for prior employment may be granted by the City Manager, for the purposes of computing seniority and/or employment benefits based on his consideration of the employee's prior record, the reason for the prior termination of employment and the length of time since such prior employment.

1.4 NEPOTISM

The City does not allow employment of more than one member of an immediate family in the same department. Such employment tends to cause conditions for tension within a department and hinders the normal smoothness

in promotions and supervisory positions. (immediate means father, son, mother, daughter, brother, sister or any relative living in the same household)

1.5 ABSENIEEISM AND TARDINESS

All employees are expected to be on duty at the scheduled time. If, for any reason, you are unable to report for work at the scheduled time, notify your supervisor in accordance with your department's established procedure. Unexplained absence and tardiness will reflect discredit on your work.

1.6 EMPLOYMENT CATEGORIES

FULL TIME - employees who have been employed regularly for twelve (12) months and have worked at least $37\frac{1}{2}$ hours per week or work less than twelve months (12) per year.

PART TIME- employees who work on an irregular basis and average less than 37½ hours per week.

1.7 EVALUATIONS

All employees shall be given a written performance evaluation annually. A new employee will be evaluated after six (6) months of employment and again at the end of the first year. Department heads shall complete evaluation reports on subordinates in their departments. The City Manager shall complete reports on the department heads. The Council Personnel Committee jointly with the Mayor shall do the evaluation on the City Manager. This evaluation shall be approved by the City Council, with the final vote taken in public session. The evaluation report will be signed by the Mayor and/or Chairman of the Personnel Committee and maintained in a confidential file by the City Clerk for the Personnel Committee. All personnel records will be confidential.

1.8 PROMOTION AND TRANSFER

It is the policy of the city to give first preference in filling promotional vacancies to existing personnel. This should provide added incentive to do well since promotions, are in part, based on past performance and potential.

Transfers to a vacant position of the same classification or like classification even if it is a different department, will generally not affect the employee's standing. However, in determining seniority, only the time spent in the department to which the employee was transferred shall be considered.

1.9 WAGES AND SALARIES

The City of Caribou attempts to keep its wages and salaries comparable with other similar communities, agencies and firms. We also maintain a salary schedule for all positions in order to keep interdepartment salaries at a comparable rate.

New employees are paid at a minimum rate of the City's classification of the position for which they were hired. Exceptions may be made by the City Manager at the request of the Department Head for an employee with unusual experience.

Over the course of a year, needs of different departments come to a peak resulting in overtime work. All persons on hourly wage rates required to work more than their regular schedule specifies or over forty (40) hours, whichever is greater, shall be paid time and one half. In lieu of overtime pay, compensating time may be allowed by mutual agreement between the employee and his immediate supervisor.

1.10 HOURS OF WORK

The City Manger and the Department Heads shall endeavor to establish schedules of working hours not in excess of those stipulated by general law of the business and industry for related positions. You must recognize, however, that there are some governmental jobs that require unique working schedules.

1.11 TERMINATION

RESIGNATION - All employees resigning from the service of the City shall give a reasonable notice, normally two (2) weeks, but at least one (1) work week is required. Failure to comply with this agreement will result in loss of accumulated vacation or any other accumulated benefit.

REFERENCES - The City Manager or Department Head may give letters of recommendation to individuals and furnish references on inquiry by prospective employers.

TERMINAL INTERVIEW - Each employee before completing severance of his/her employment may have a terminal interview with Department Head and/or the City Manager.

1.12 DISCIPLINE AND DISCHARGE

DISCIPLINARY ACTION - Demotion and suspensions may be used by a Department Head with the approval of the City Manager for incapacity, inefficiency, insubordination, drinking on duty, and any behavior which is not conducive for working conditions.

DISCHARGE - If a regular employee is to be discharged from employment, the City will normally give notice of two (2) weeks but will not give less than one (1) week notice. In some circumstances, salary in lieu of notice may be given. If an employee is discharged for such reasons as listed under disciplinary action, he/she is not entitled to vacation pay and may be discharged without notice or further pay.

1.13 GRIEVANCE PROCEDURE

The City of Caribou for the purposes of this Grievance Procedure will define a grievance as the following: Λ circumstance or condition thought to be unjust and grounds for complaint or resentment.

Any employee may, by himself/herself or through his/her representative, bring a grievance to the attention of city officials through the following steps:

- a. The grievance shall first be discussed with the immediate supervisor.
- b. The grievance may then be submitted in writing to the Department Head who shall give a written reply within one (1) week.
- c. The grievance may then be submitted in writing to the City Manager who shall give a written reply within one (1) week.
- d. The City Manager may be required in writing to bring the matter before the City Council or a committee thereof.

These steps shall be followed in sequence. However, the requirements of a written presentation and reply in steps (b) and (c) is not intended to preclude the use of frank and informal conference as a means of reaching settlement.

BENEFITS

2.1 HEALTH INSURANCE

The City is engaged in a very generous group hospital and surgical plan.

Group health insurance is available to all full-time employees and their families or dependents up to age 19 at a modest cost to the employees. The City Council annually determines the share of the premium that the city will pay.

The health insurance also includes major medical benefits which will cover all major expenses up to 80% of the first \$2000. and 100% up to the maximum \$1,000,000.

Included in this health insurance at no cost to the employee is a life insurance valued at one (1) times the employee's annual salary.

2.2 RETIREMENT

The city offers a pension plan through the Travelers Insurance Company designated to supplement Social Security benefits that will help attain a measure of security and financial independence after you have retired from active service with our organization.

ELIGIBILITY - In order for you to be eligible you must be a full-time employee, have worked at least one (1) year and attained the age of 25.

PENSION - The amount of pension that you will receive varies according to your length of service with the City and your basic monthly earnings while included in the plan.

RETIREMENT DATE - Normally, you will retire and begin monthly pension payments on the first day of the month coincident with or next following the later of your 65th birthday or the completion of ten (10) years of credited service. However, subject to the consent of the City, you may retire on the first day of any month within ten (10) years before you normally retire at reduced benefits provided you have attained age 55 and completed ten (10) years of credited service.

2.3 HOLIDAYS

Eleven holidays are observed throughout the calendar year. They are:

- 1. New Year's Day
- 2. Martin Luther King Day
- 3. Washington's birthday, or in some departments, the employee's birthday or a floating holiday.
- 4. Patriot's Day
- 5. Memorial Day
- 6. Independence Day
- 7. Labor Day
- 8. Columbus Day
- 9. Veteran's Day
- 10. Thanksgiving
- 11. Christmas

Since some governmental departments must be open every day due to the necessity of their operation, it is not possible for all employees to be scheduled off-duty on the day the holiday occurs. When this happens and the employee is unable to take a day off to make up for it, he will receive an additional day's pay at time and a half.

If the holiday falls on a day that an employee is otherwise scheduled to be off-duty, the following day will be considered as the holiday for that employee. Any employee not working the day prior and the day following a holiday if scheduled to do so, will relinquish eligibility for holiday pay.

2.4 SICK LEAVE

If you are a full-time employee, you will be eligible for paid sick leave after completing six (6) months of continuous service from the date of employment. On termination of employment, the employee loses all claim to accumulated sick leave, unless termination occurs during a period of illness or upon retirement. Employees who retire in good standing shall be paid the unused sick leave benefit.

Full time employees may be required to present a doctor's certificate to justify absence and to qualify for payment for time lost during sick leave.

Any sickness occurring during a regularly scheduled vacation may not be counted as sick leave.

Should an employee become ill, he should make an attempt to contact their supervisor or Department Head according to established notification time necessary for the function of the department. Failure to do this may jeopardize eligibility for sick leave for the period.

Payment for sick leave after the first three (3) days due to an accident while at work will not be given, as this is covered by Worker's Compensation.

2.5 JURY DUTY

As a City employee, you are expected to carry out your community responsibilities. If an employee receives a jury summons, notify your supervisor so he/she can make the necessary arrangements. Your compensation shall be the difference between the amount received for jury duty and your regular straight time pay.

2.6 MILITARY LEAVE

Any permanent employee in a full-time position who is a member of the National Guard or any branch of the Armed Forces of the United States, and is required to undergo field training, shall be allowed a leave of absence. Such leave shall not exceed two weeks in any one year. The regular City fringe benefits shall be paid by the City during this leave of absence, but not to exceed two (2) weeks.

2.7 LEAVE OF ABSENCE

It is the City's policy to grant leaves of absence when recommended by the Department Head and approved by the City Manager. Only those employees who have served at least one continuous year are eligible for such leaves.

An approved leave of absence is time off from the job with permission, but without pay, and the right to be reinstated without loss of seniority and tenure. However, vacation, holiday, sick benefits, and other fringe benefits will not accrue during this period, nor will the period be added to your length of service.

Special approval may be given by the City Manager for employees to attend professional meetings or training programs with pay.

2.8 BEREAVEMENT LEAVE

In the event of a death in the immediate family, that is father, mother, sister, brother husband, wife or child of the employee, absence from work with pay may be granted for a period not to exceed three (3) days. Other circumstances may be granted with special permission of the City Manager.

2.9 PERSONAL BUSINESS

The city realizes that medical appointments and other necessary engagements occur during regular scheduled working hours. When this happens, you must receive permission from your supervisor or Department Head.

2.10 VACATIONS

An employee is eligible to take annual vacation time with pay accumulated at the rate of ten (10) work days per year up to eight years of employment, fifteen (15) work days per year from eight (8) to eighteen (18) years, and twenty (20) work days for every year after your eighteenth (18) year. This schedule may vary slightly in some departmental circumstances. If you break these weeks down to days, you accumulate one (1) day for each five (5) weeks worked for the first eight years, one and one half (1½) days for each five weeks worked from eight (8) to eighteen (18) years, and two (2) days for each five (5) weeks worked over eighteen (18) years. Employees who have less than twelve (12) months of continuous service are not eligible for vacation. After this period, vacation is accumulated from the employee's starting date.

Regular part time employees are eligible to accumulate vacation based on the number of hours worked.

All annual vacations are calculated by January 1. Vacations cannot be accumulated from year to year. All vacation time should be taken during the established vacation period for each department, usually between Λ pril 1 and October 31.

Vacation pay is determined by the rate of the employee at the time they are actually on vacation. If payday falls during the annual vacation of an employee, he is entitled to his pay prior to his vacation.

An employee is not allowed to work and be paid double his/her wage during his/her vacation period, unless approved by the Department Head or City Manager. It is City policy that each employee shall take at least one (1) week vacation per year. Department Heads are in charge of scheduling vacations. They will do their best to plan their schedules according to requests made by employees.

GENERAL INFORMATION

3.1 GENERAL LABOR POLICIES

Each employee is encouraged to seek information or advice from their Department Heads on any matter affecting his/her employment. In the event that this is not possible or information cannot be given by the Department Head, the employee is free to inquire of the City Manager.

Rules and regulations adopted from time to time by Supervisory or Administrative Personnel will be followed at all times.

This policy may be superseded by contractual agreements.

3.2 ACCIDENTS TO EMPLOYEES

All accidents to personnel, no matter how minor, during the schedule, must be reported immediately to the Department Head and a written report shall be made.

All employees suffering an accident will be sent to a doctor for examination. Time lost because of accidents incurred while on duty will not be deducted for any reason when computing length of service.

3.3 HEALTH AND SAFETY

The personal safety and health of each City employee are of primary importance. The prevention of occupationally induced injuries and illnesses is of such consequence that it will be given precedence whenever necessary. To the greatest degree possible, the City will provide all facilities required for personal safety and health in keeping with highest standards.

3.4 CHANGE IN PERSONAL STATUS

It is important that every employee report any change to information contained in their original application to the head of their department. Changes to be reported include change of address, telephone number, marital status, change in number of dependents, etc.

3.5 SOLICITATION

As public employees, we are restricted from some of the activities which private organizations sometimes allow. We are not allowed to solicit for any political purpose on City property during working hours and non-working hours.

3.6 SUGGESTIONS

We hope this policy covers all aspects of employment, subject to particular policies within each department. The City Council welcomes constructive suggestions from employees which might help to overcome any difficulties which may be perceived. Suggestions are also welcome which might render better service to the taxpayers or help cut down unnecessary labor and supply costs.

RULES AND REGULATIONS OF THE CARIBOU PUBLIC LIBRARY

REGISTRATION:

- 1. An annual non-resident fee will be assessed as follows: \$30.00 per individual or \$40.00 per family.
- 2. Identification and /or suitable references are required of all new adult patrons. Applications are required to provide both mailing and physical address.
- 3. A library card will be given to new users. All users must present their card when checking out materials. The cost for replacement cards is \$1.00 per card.
- 4. Students entering 7th grade, or aged 12 will re-register as adults with all the privileges of adult patrons.

CIRCULATION

- 1. Library materials may be renewed two times if no one is waiting for them. VIDEOS, RESERVE ITEMS, 7 DAY BOOKS AND ILL'S MAY NOT BE RENEWED.
- 2. Overdue charges of .10 per day will be charged on most materials. Fifty cents (.50) per day will be charged for ILL's.
- 3. Patrons are responsible for payment of lost or damaged materials
- 4. New patrons are limited to four items for the first month until reliability is established.
- 5. Books for private institutions shall be obtained by, and the responsibility of the head of the institution. However, individuals from institutions may register if so desired.
- 6. The most current periodicals do not circulate.
- 7. Books on one subject may be loaned three at one time to each patron depending upon class demand.
- 8. Patrons will be billed for overdue materials. Local authorities, such as the police may be asked to assist in retrieving grossly overdue materials.
- 9. Restrictions will be placed on patrons if they have over-due materials, unpaid fines, or are repeatedly delinquent in returning materials. Every attempt will be made by the staff to settle fines in order to clear a patron's record.

*Adopted by Library Board of Trustees-March 1, 2013

- 1. FAX/SCAN \$2.00 for first copy, \$1.00 per additional copy
- 2. Computer copies .20 cents each
- 3. Program fee for non-resident \$5.00 per program
- 4. Computer use for non-resident \$1.00 per hour, .50 children ½ hour

AUDIO-VISUALS:

- 1. Records, CD's, cassettes, may be loaned to any registered patron.
- 2. Patrons may have in-house use of the library audio equipment.
- 3. A deposit may be required for longer, more expensive cassette sets.
- 4. Videocassettes, Maine State Library videos may be loaned to adult patrons for a three day period.

MISCELLANEOUS:

- 1. Exceptions to circulation policies may be made at the discretion of the library staff to better serve our patrons and fill their needs due to particular circumstances.
- 2. Amnesty periods on all overdue materials will be held two times a year.
- 3. A book sale will be held two times a year.

RULES:

- 1. Smoking is not permitted in the library building.
- 2. Retail prices will be charged for memorial books.
- 3. A public bulletin board is available in the west entry. Postings should be in good taste.

INTERNET ACCESS

1. Access to the Internet is available to registered library users. An Acceptable Use Form must be signed by all users. Patrons under eighteen (18) must have a parent(s) signature in order to use the Internet.

VIDEO RULES

- Videocassette borrowers must have a valid Caribou Public Library card, with no outstanding fines or overdue materials. Videos are to be signed out on student or adult cards.
- 2. The loan period is for three days. A charge of \$1.00 will be added for each day that the cassette is overdue.
- 3. If damaged or lost, the borrower is responsible for replacement costs, plus a \$2.00 fee.
- 4. Only three cassettes may be borrowed at one time.
- 5. No fee will be charged to teachers for classroom use.
- 6. A deposit may be required on the more expensive videos.
- 7. The Caribou Public Library will not assume responsibility for cassette content or damage to a user's equipment caused by a cassette.
- 8. Please rewind videocassettes before returning.
- 7. Overdue videos: Reminder schedule:
 - a. 2 5 days overdue telephone or post card.
 - b. 5 10 days overdue bill.
- Heat damages videos. Please avoid leaving cassettes in the sun or in a car.
- 11. We ask that you not put videos in the west side book return during the winter months. You may, however, use the front door book return for videos during the winter.

Fines and fees collected on the use of videos will be put toward expanding the video collection.

Thank you for your cooperation in the care of the library's video collection.

I hearby agree to obey all the rules and regulations of the Caribou Public Library, and to pay promptly all fines charged against me for late return, loss or damage of video tapes.

Signature
Patron card number
Date

USER AGREEMENT AND PARENT/GUARDIAN PERMISSION FORM

- 1. Thave read the Electronic Information Acceptable Use Policy for the Caribou Public Library and agree to abide by these policies.
- 2. I understand that the library is not responsible for any damage to personal disks due to system malfunction or for any other reason.
- 3. I understand that copyright laws restrict duplication of copy righted software and I will follow all copyright laws.

will follow all copyright laws.		
4. I understand that if I fail to abide by to for using the Library's Internet Compute		vill lose eligibility
As a user of the Caribou Public I the Caribou Public Library Electronic In communicating over the network in a reand restrictions.	Iformation-Acceptable Use Pα	olicy,
USERS SIGNATURE	DAT	E
FOR PATRONS UNDER THE AGE OF	18	
USERS SIGNATURE	DAI	13
BIRTH DATE GRADE	SCHOOL	
As the parent or legal guardian permission for my child to access netword understand that individuals and families that some materials on the Internet maguidance of Internet use.	ork computer services such as s may be held liable for violation	is. Lunderstand
STREET/ RURAL ROUTE	TOWN/CITY	ZIP
PHONE(home)	PHONE(work)	
PARENT/GUARDIAN SIGNATURE	DATE	

VELENDIX V

Library	Bil	11 c	Œ	Rights	22
Freedom	to	Rea	ad	Statement	23

LIBRARY BILL OF RIGHTS

The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services:

- 1. Books and other library resources should be provide for the interest, information, and enlightenment of all people in the community the library serves. Materials should not be excluded because of origin, background, or views of those contributing to their creation.
- 2. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.
- 3. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.
- 4. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.
- 5. Λ person's right to use a library should not be denied or abridged because of origin, age, background, or views.
- 6. Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.

FREEDOM TO READ

The freedom to read is essential to our democracy. It is continuously under attack. Private groups and public authorities in various parts of the country are working to remove books from sale, to censor textbooks, to label "controversial" books, to distribute lists of "objectionable" books or authors, and to purge libraries. These actions apparently rise from a view that our national tradition of free expression is no longer valid; that censorship and suppression are needed to avoid the subversion of politics and the corruption of morals. We, as citizens devoted to the use of books and as librarians and publishers responsible for disseminating them, wish to assert the public interest in the preservation of the freedom to read.

We are deeply concerned about these attempts at suppression. Most such attempts rest on a denial of the fundamental premise of democracy: that the ordinary citizen, by exercising his critical judgment, will accept the good and reject the bad. The censors, public and private, assume that they should determine what is good and what is bad for their fellow citizens.

We trust Americans to recognize propaganda, and to reject it. We do not believe they need the help of censors to assist them in this task. We do not believe they are prepared to sacrifice their heritage of a free press in order to be "protected" against what others think may be bad for them. We believe they still favor free enterprise in ideas and expression.

We are aware, of course, that books are not alone in being subjected to efforts at suppression. We are aware that these efforts are related to a large pattern of pressures being brought against education, the press, films, radio, and television. The problem is not only one of actual censorship. The shadow of fear cast by these pressures leads, we suspect, to an even larger voluntary curtailment of expression by those who seek to avoid controversy.

Such pressure toward conformity is perhaps natural to a time of uneasy change and pervading fear. Especially when so many of our apprehensions are directed against an ideology, the expression of a dissident idea becomes a thing feared in itself, and we tend to move against it as a hostile deed, with suppression.

And yet suppression is never more dangerous than in such a time of social tension. Freedom has given the United States the elasticity to endure strain. Freedom keeps open the path of novel and creative solutions, and enables change to come by choice. Every silencing of a heresy, every enforcement of an orthodoxy, diminishes the toughness and resilience of our society and leaves it the less able to deal with stress. Now as always in our history, books are among our greatest instruments of freedom. They are almost the only means for making generally available ideas and manners of expression that can initially command only a small audience. They are the natural medium for the new idea and the untried voice from which come the original contributions to social growth.

We believe that free communication is essential to the preservation of a free society and a creative culture. We believe that these pressures toward conformity present the danger of limiting the range and variety of inquiry and expression on which democracy and culture depend. We believe that every American community must jealously guard the freedom to publish and to circulate, in order to preserve its own freedom to read. We believe that publishers and librarians have a profound responsibility to give validity to that freedom to read by making it possible for the readers to choose freely from a variety of offerings.

The freedom to read is guaranteed by the Constitution. Those with faith in free men will stand firm on these constitutional guarantees of essential rights and will exercise the responsibilities that accompany these rights.

We therefore affirm these propositions:

1. It is in the public interest for publishers and librarians to make available the widest diversity of views and expressions, including those which are unorthodox or unpopular with the majority.

Creative thought is by definition new, and what is new is different. The bearer of every new thought is a rebel until his idea is refined and tested. Totalitarian systems attempt to maintain themselves in power by the ruthless suppression of any concept which challenges the established orthodoxy. The power of a democratic system to adapt to change is vastly strengthened by the freedom of its citizens to choose widely from among conflicting opinions offered freely to them. To stifle every nonconformist idea at birth would mark the end of the democratic process. Furthermore, only through constant activity of weighing and selecting can the democratic mind attain the strength demanded by times like these. We need to know not only what we believe but why we believe it.

2. Publishers, librarians, and booksellers do not need to endorse every idea or presentation contained in the books they make available. It would conflict with the public interest for them to establish their own political, moral, or aesthetic views as a standard for determining what books should be published or circulated.

Publishers and librarians serve the educational process by helping to make available knowledge and ideas required for the growth of the mind and the increase of learning. They do not foster education by imposing as mentors the patterns of their own thought. The people should have the freedom to read and consider a broader range of ideas than those that may be held by a single librarian or publisher or government or church. It is wrong that what one man can read should be confined to what another thinks proper.

3. It is contrary to the public interest for publishers and librarians to determine the acceptability of a book on the basis of the personal history or political affiliations of the author. A book should be judged as a book. No art or literature can flourish if it is to be measured by the political views or private lives of its creators. No society of free men can flourish which draws up lists of writers to whom it will not listen, whatever they may have to say.

4. There is no place in our society for efforts to coerce the taste of others, to confine adults to the reading matter deemed suitable for adolescents, or to inhibit the efforts of writers to achieve artistic expression.

To some, much of modern literature is shocking. But is it not much of life itself is shocking? We cut off literature at the source if we prevent writers from dealing with the stuff of life. Parents and teachers have the responsibility to prepare the young to meet the diversity of experiences in life to which they will be exposed, as they have a responsibility to help them learn to think critically for themselves. These are affirmative responsibilities, not to be discharged simply by preventing them from reading works for which they are not yet prepared. In these matters taste differs, and taste cannot be legislated; nor can machinery be devised which will suit the demands of one group without limiting the freedom of others.

5. It is not in the public interest to force a reader to accept with any book the prejudgment of a label characterizing the book or author as subversive or dangerous.

The idea of labeling presupposes the existance of individuals or groups with wisdom to determine by authority what is good or bad for the citizen. It presupposes that each individual must be directed in making up his mind about the ideas he examines. But Americans do not need others to do their thinking for them.

6. It is the responsibility of publishers and librarians, as guardians of the people's freedom to read, to contest enroachments upon that freedom by individuals or groups seeking to impose their standards or tastes upon the community at large.

It is inevitable in the give and take of the democratic process that the political, the moral, or the aesthetic concepts of an individual or group will occasionally collide with those of another individual or group. In a free society each individual is free to determine for himself what he wishes to read, and each group is free to determine what it will recommend to its freely associated members. But no group has the right to take the law into its own hands, and to impose its own concept of politics or morality upon other members of a democratic society. Freedom is no freedom if it is accord only to the accepted and the inoffensive.

7. It is the responsibility of publishers and librarians to give full meaning to the freedom to read by providing books that enrich the quality and diversity of thought and expression. By the exercise of this affirmative responsibility, bookmen can demonstrate that the answer to a bad book is a good one, the answer to a bad idea is a good one.

the answer to a bad book is a good one, the answer to a bad idea is a good one.

The freedom to read is of little consequence when expended on the trivial; it is frustrated when the reader cannot obtain matter fit for his purpose. What is needed is not only the absence of restraint, but the positive provision of opportunity for the people to read the best that has been thought and said. Books are the major channel by which the intellectual inheritance is handed down, and the principal means of its testing and growth. The defense of their freedom and integrity, and the enlargement of their service to society, requires of all bookmen the utmost of their faculties, and deserves of all citizens the fullest of their support.

We state these propositions neither lightly nor as easy generalizations. We here stake out a lofty claim for the value of books. We do so because we believe they are good, possessed of enormous variety and usefulness, worthy of cherishing and keeping free. We realize that the application of these propositions may mean disseminating of ideas and manners of expression that are repugnant to many persons. We do not state these propositions in the comfortable belief that what people read is unimportant. We believe rather that what people read is deeply important; that ideas can be dangerous; but that suppression of ideas is fatal to a democratic society. Freedom itself is a dangerous way of life, but it is ours.

This statement was originally issued in May, 1953.

APPENDIX B

Maine	Laws	relevant	to	intellectual	freedom.	 	28

MAINE LAWS RELEVANT TO INTELLECTUAL FREEDOM

27MRSA 121: Confidentiality of Library Records

Records maintained by any public municipal library, including the Maine State Library, which contain information relating to the identity of a library patron relative to the patron's use of books or other materials at the library, shall be confidential. Those records may only be released with express written permission of the patron involved or as a result of a court order.

17MRSA 2911: Dissemination of Obscene Matter to Minors

Definitions, as used in this section, unless the context indicates otherwise, the following words shall have the following meanings:

Distribute, means to transfer possession, whether with or without consideration.

Exhibit, means to display for viewing by the public.

Matter, means any printed or written material, any picture, photograph or other visual representation, excluding motion pictures.

Obscene matter, means matter that:

- 1. To the average individual, applying contemporary community standards with respect to what is suitable meterials for minors, considered as a whole, appeals to the prurient interest;
- 2. Depicts or describes, in a patently offensive manner, ultimate sexual acts, excretory functions, manturbation or lewd exhibition of genitals; and
- Considered as a whole, lacks serious literary, artistic, political or scientific value.

General Rule as it applies to 17MRSA 2911

A person is guilty of disseminating obscene matter to a minor if he knowingly distributes, or exhibits or offers to distribute or exhibit to a minor, any obscene matter declared obscene, in an action to which he was a party, pursuant to Subsection 3.

This section shall not apply to any noncommercial distribution or exhibition for purely educational purposes by any library, art gallery, museum, public school, private school or institute of learning, not to any commercial distribution or exhibition by any art gallery or museum. It shall be a valid defense to any proceeding under this section that:

- 1. The defendant was a parent or guardian of the minor; and
- 2. The distribution or exhibition is an attempt under paragraph A.

Procedure for Adjudicating Obscenity

Whenever the Attorney General, or any district attorney, reasonably believes a person is disseminating to minors matter which is obscene, he may petition to the Superior Court to declare the matter obscene pursuant to Title 14, Sections 5951 to 5963. The Attorney General or district attorney may join all persons he reasonably believes to be disseminating that matter to minors as parties to the action.

VELENDIX C

Reguest	for Reconsideration of Library Material form	31.
Caribou	Room-Application for Use	32
Exhibit	Application	33
Gifts an	ad Bequests form	34

CARLBOU PUBLIC LIBRARY

REQUEST FOR RECONSIDERATION OF LIBRARY MATERIAL

	VIDEO TAPE				
TLE AUITIOR					
To what in the material o			· ·		
What do you feel might be	e the result of ha	ving access to	this material?		
For what age group would	you recommend thi	s material?			
Is there anything $g \infty d$ a					
Did you read the entire	work?				
What parts did you read?					
Are you aware of the jud	gment of this work	by literary c	ritics?		
What do you believe is i	ts theme?				
What would you like the		ıt this materia	1?		
What would you like the		ut this materia	1?		
What would you like the	of equal quality w	nt this materia	l?		
What would you like the	of equal quality w	nt this materia	l?		
What would you like the	of equal quality we ve of the topic?_	ot this materia	1? mend that would convey		
What would you like the In its place what item of an appropriate perspecti	of equal quality we ve of the topic? Himself/Herself	ould you recomm	l? mend that would convey		
What would you like the In its place what item can appropriate perspecti COMPLAINANT REPRESENTS:	of equal quality we ve of the topic? Himself/Herself	ould you recomm	l? mend that would convey		
Units place what item can appropriate perspecti COMPLAINANT REPRESENTS: Name of Organization Complainant's name Address: Street	of equal quality we ve of the topic?	ould you recommo	nend that would convey on		
In its place what item can appropriate perspecti COMPLAINANT REPRESENTS: Name of Organization Complainant's name	of equal quality we ve of the topic?	ould you recommo	nend that would convey on		
What would you like the In its place what item can appropriate perspecti COMPLAINANT REPRESENTS: Name of Organization Complainant's name Address: Street Date Sign	of equal quality we ve of the topic?	ould you recomme Organization Sta	nend that would convey		
What would you like the In its place what item can appropriate perspecti COMPLAINANT REPRESENTS: Name of Organization Complainant's name Address: Street Date Sign	of equal quality we ve of the topic?	ould you recommondering Organization Stant USE ONLY	nend that would convey		
What would you like the In its place what item can appropriate perspecti COMPLAINANT REPRESENTS: Name of Organization Complainant's name Address: Street Date Sign	of equal quality we ve of the topic?	ould you recommonded for this material control of the control of t	nend that would convey on Date		

CARIDOU FUBLIC LIBRARY

CARJBOU ROOM

APPLICATION FOR USE

NAME OF ORGANIZATION	
NAME OF PERSON MAKING RESERVATION	
ADDRESS	
PHONE	
TYPE OF FUNCTION	
DATES NEEDED	
HOURS	
NUMBER OF PERSONS EXPECTED	•
EQUIPMENI, NEEDED	
I have read the Caribou Room policy and will assume responsibility for compliance of the rules.	
DATE SIGNATURE	
APPLICATION APPROVED BY	
FEE AMOUNT OF FEE RECEIVED	
COMMENI'S	,

CARLBOU FUBLIC LIBRARY

EXHIBIT ACPLICATION

(to be filled out by the exhibitor)

EXHIBITOR	Name
	Contact person, if a group
	Address
	Telephone
PROPOSED	Title
EXHIBIT	Space requirements
	Set up date Removal date
DESCRIPTION OF EXHIBIT	ON Briefly describe the proposed exhibit, including number of pieces, theme, etc.
PROGRAM SUPPORT	Do you provide any lecture or public program to coincide with your exhibit? If so, briefly describe.
	If you wish to circulate any free material in support of the proposed exhibit, please attach sample.
NOTE:	The Caribou Public Library provides insurance coverage for exhibited materials up to the limits of the city's liability insurance. Exhibitors will be responsible for any insurance coverage over that amount

CARIBOU PUBLIC LIBRARY

GIFTS AND BEQUESTS

The following excerpt from the Caribou Public Library's Gifts and Bequests policy outlines the library's position on the acceptance of gifts:

- A. The library welcomes and encourages gifts and bequests. Within the provisions of the state laws, the Board of Trustees adopts the following policies:
 - 1. Books and other materials will be accepted on the condition that the librarian has the authority to make whatever disposition he or she deems advisable.
 - 2. Gifts of money, real property, and/or stock will be accepted if conditions attached thereto are acceptable to the Board of Trustees and to the City Council.
 - 3. Personal property, art objects, portraits, antiques, and other museum objects will <u>not</u> be accepted <u>unless</u> approved by the Board of Trustees.

4.	The library will not accept for deposit materials which are not
	outright gifts.

ITEM (S) DONATED:			(+
		-	
·			
I have read the Caribou Public Li that I understand and accept these		equests policy and n	ny signature indicates
DATE	SIGNATURE		

CARIBOU ADMINISTRATION 25 HIGH STREET CARIBOU, ME. 04736

MEMO

To: Mayor and City Council Members From: Penny Thompson, City Manager

Date: May 27, 2025

Re: Police Department Schedule change, adoption of the MOU



The Police Department would like to try adopting a 'Pittman' schedule change for a 12-week trial basis. This would not result in additional hours or wages, this would change the schedule so that the officers have every other weekend off.

Chief Corey Saucier will be available at the meeting for any questions.

Requested Action

Please review. If acceptable, please make a motion to

"sign the MOUs with the patrol union and the sergeants to adopt a 'Pittman' schedule for a trial 12-week basis ."

Second

Discussion

Vote

Memorandum of Agreement

By and between

New England Police Benevolent Association, Inc., Local 605

And

The City of Caribou, Maine

This Memorandum of Agreement (MOA) is between the City of Caribou, Maine (the "City") and the New England Police Benevolent Association, Inc., Local 605 (the "Union") collectively, (the "Parties"), for the limited purpose of amending the following sections of the January 1, 2023 – December 31, 2025 Collective Bargaining Agreement (CBA) between the Parties.

The Parties agree as follows:

1. Section 1b of Article 8 – Hours of Work – Work Week – Wages (fifth paragraph), is amended effective June 06, 2025, to read: "The regular work tour shall be twelve (12) hours for those members assigned to a patrol function and dispatch, unless changed by the Chief of Police. The two (2) daily work shifts shall be 6:00 a.m. to 6:00 p.m. and 6:00 p.m. to 6:00 a.m. The work schedule shall be that known as the "Pittman schedule" and shall replace the current schedule reflected in the CBA.

	MON	TUES	WED	THURS	FRI	SAT	SUN
Squad 1	DS	DS	OD	OD	DS	DS	DS
	OD	OD	DS	DS	OD	OD	OD
Squad 2	NS	NS	OD	OD	NS	NS	NS
	OD	OD	NS	NS	OD	OD	OD
Squad 3	OD	OD	DS	DS	OD	OD	OD
	NS	NS	OD	OD	NS	NS	NS
Squad 4	OD	OD	NS	NS	OD	OD	OD
	DS	DS	OD	OD	DS	DS	DS

- 2. This schedule shall be completed on a trial basis of twelve (12) weeks unless the Parties mutually agree to continue past the trial basis.
- 3. **Section 2 of Article 8 Hours of Work Work Week Wages** shall be amended to read:

For base pay purposes, 40 hours will be paid at straight time and 2 hours will be at time and a half or at 3 hours straight time. The salary for each employee, for forty (40) hours, shall be shown in Table 1 below, for the period of January 1, 2022 through December 31, 2022. The parties agree to do yearly Market Adjustments, prior to adding the COLA, of \$50.00 to each weekly step (Table 1), effective January 1, 2023, January 1, 2024 and January 1, 2025.

4. All other articles in the CBA shall remain unchanged, and the negotiations leading to this MOA shall be non-precedential.

City of Caribou	New England Police Benevolent Association, Inc., Local 605
Penny Thompson, City Manager Dated: May, 2025	Jonathan Stewart, President Dated: May, 2025
Councilor Joan Theriault Dated: May, 2025	Kevin St. Peter, Vice President Dated: May, 2025
Councilor Dan Bagley Dated: May, 2025	Deborah A. Batista, NEPBA Dated: May, 2025
Councilor Jennifer Kelley Dated: May, 2025	

Councilor Tamara Lovewell

Dated: May ___, 2025

Councilor Paul Watson
Dated: May ___, 2025

CARIBOU ADMINISTRATION 25 HIGH STREET CARIBOU, ME. 04736

To: Mayor and City Council Members From: Penny Thompson, City Manager

Date: May 27, 2025

MEMO

Re: Fee Schedule for EMS Events



The Caribou City Council has had discussions about setting fees to charge event organizers for the presence of a stand-by Ambulance, Fire Protection or Police Officers.

Councilor Bagley has suggested \$60/hour for EMS support, \$35/hour for Fire support and \$40/hour for Police support based on estimated costs based on estimated actual cost.

There has also been a discussion about a cost share arrangement with the City for these services.

Deputy Mayor Smith asked staff to reach out to the RSU about their fee schedule for the use of their buildings and that is attached.

Requested Action

Please review. If acceptable, please make a motion to set a fee for EMS support at non-municipal events such as those at Spud Speedway for an amount agreeable to the City Council and indicate if and what a cost share would be.

Second

Discussion

Vote

COMMUNITY USE OF SCHOOL FACILITIES

"School facilities" are defined as buildings and grounds, parking lots, playing fields and fixed equipment.

It is the Eastern Aroostook RSU 39's desire that the local taxpayers who provide the school should be able to obtain maximum use of the facilities, to the extent consistent with the primary educational function of the school. It is intended that community uses for educational, recreational, social, civic, philanthropic and like purposes be approved by the administration, in accordance with this policy, the implementing regulations, and a fee schedule approved by this Board.

The Superintendent is responsible for developing administrative regulations which provide for: timely applications; uses which do not interfere with educational or extracurricular programs of the public school students; preference to local, not-for-profit organizations; and the acceptance of appropriate responsibility and liability.

Rules Governing the Use of School Facilities

- A. The use of school facilities for school educational activities, sanctioned extracurricular activities, and activities of school-affiliated organizations (e.g., an organization which exists totally for the purpose of supporting school programs) shall take priority over any community use of school facilities. Community youth groups will be given priority over adult groups.
- B. Community adults and children are free to use outdoor grounds and facilities for recreation whenever not otherwise scheduled. However, formal approval of buildings and grounds use will only be granted to recognized organizations and groups.
- C. All meetings and activities involving students must end by 10:00 p.m. on evenings preceding a school day. All other meetings and activities must end by midnight unless approved by the Superintendent.
- D. The activity shall not extend beyond the hours approved in the request.
- E. Approved activities shall be restricted to that area for which permission is granted.
- F. A certificate of insurance shall be required as appropriate to the particular use.

- G. The school department is not responsible for the loss or damage of any equipment or articles brought into the schools.
- H. No alcoholic beverages may be brought onto school property at any time.
- I. Tobacco use shall not be allowed on school property.
- J. School facilities may not be used for any illegal purposes.
- K. All programs shall be planned so they do not interfere with the regular school day schedule.
- L. The organization using the building shall be responsible for moving its equipment into and out of the building.
- M. The supervisor in charge of the activity shall be present before the activity is due to start and remain with the group until all have left.
- N. In the absence of the building principal or administrative personnel, the custodian is charged with the responsibility of the building.
- O. School authorities must have free access at all times.
- P. No food or beverages are permitted in the Caribou Performing Arts Center.
- Q. All non-school organizations shall assume financial responsibility for any damage done to the building or its contents during said organization's use. The organization shall assume responsibility for public liability relieving RSU 39 of all responsibility for personal liability during said use by this organization.
- R. Approval of the use of school facilities requires the signing of a *Facility Use Agreement* and /or *Auditorium Use Agreement* setting forth the conditions of use.
- S. Application for use is to be made through the Principal. Denial of use may be appealed to the Superintendent.
- T. No reservation will be made until an appropriate Use Agreement Form is returned and approved by the building Principal and a certificate of insurance is provided (when applicable).

U. No school property or equipment is to be altered or removed from the premises.

- V. No changes shall be made in any areas of the auditoriums unless authorized and supervised by a building Principal. These areas are specific: lighting, P.A. system, drapery set-ups, electronic equipment, light dimmers, light sources, and piano.
- W. Repeat use may be denied to any group, which has not demonstrated appropriate conduct and care.

FEE SCHEDULE

Non Profit Groups

1. School Sponsored/Affiliated

Facility use may be granted without rental charge or custodial or other staff fees to:

- A. School sponsored clubs or organizations such as World Language Club, National Honor Society, Senior Class, FFA, etc.
- B. School-affiliated groups such as booster groups, Project Graduation, and PTOs.

2. Community Affiliated

Facility use may be granted without rental charge, but custodial/other staff fees would be charged to:

- A. Not-for-profit RSU 39 community groups educational, recreational, cultural and fraternal organizations having a significant number of members who are community residents such as Rotary Club or Boy Scouts.
- B. Not-for-profit RSU 39 community groups which present programs that are designed to be educationally, recreationally or culturally beneficial to local citizens such as Caribou Choral Society, Chamber of Commerce, and Community Theatre Groups.
- C. RSU 39 Municipal sponsored groups and organizations such as town meetings, public hearings, and municipal voting.

For Profit Groups and Private Use - Individuals utilizing school facilities for personal use (e.g. birthday parties, or wedding) or businesses using facilities as a business activity/event (e.g. cooperative club meeting Caribou, Maine Dance Academy recital, or DFAS employee meeting). Publicly funded school facilities shall not be utilized for regular profit making enterprises, i.e. sales of products.

For profit groups and private individuals shall pay rent based on the following fee schedule in addition to custodial/other staff charges outlined below.

Caribou Community School Gymnasiums	\$25 per hour
Caribou High School Gymnasium	\$50 per hour
CHS Ski Center	\$25 per hour
Cafeterias	\$25 per hour
Libraries	\$25 per hour
Classrooms	\$20 per hour
Kitchens	\$50 per hour
Performing Arts Center	See Caribou Performing Arts
	Center Fee Schedule Section

Custodial/other staff Fees

- 1. If a group is using an area completely supervised while custodians are performing their normal work in the building, there would be no charge for custodial services unless cleaning up after a group is required.
- 2. If there is flow of traffic to other areas that require custodian supervision (i.e. The custodian is not able to perform their normal work while a group is using the building), then a custodian fee would be assessed.
- 3. If a facility is used when a custodian is not normally on duty, (Saturdays, late evenings, etc.) a custodian must be available and must clean the areas after the function. Appropriate wage / overtime fees would be assessed.
- 4. Large events may require employing more than one custodian. The Director of Transportation and Facilities will determine the appropriate staffing level.
- 5. When a kitchen is utilized to prepare and serve meals, hiring a food service employee will be required.

6. Events expected to involve more than 200 people are required to hire a police officer to supervise parking outside the building and ease traffic congestion following the event.

Caribou Performing Arts Center Fee Schedule

A. School/Student/City Activities Are school sponsored events, City of

Caribou activities, city government, community service groups, RSU 39 meetings, benefit events.

B. School-sanctioned Organizations Are groups associated with RSU 39, including

booster groups. The final determination of these groups will be made by the CPAC director in

consultation with the Superintendent.

C. Non-Profit Resident A registered 501c3 non-profit organization

located in Caribou and Stockholm.

D. Non-Profit Non-Resident A registered 501c3 non-profit organization.

E. Profit Resident Are individuals, businesses, etc. located in

Caribou.

F. Profit Non-Resident Are individuals, businesses, etc.

FEES	A	В	C	D	E	F
Rent	No Charge	No Charge	\$50/hr	\$75/hr	\$75/hr	\$100/hr
Custodian(s)	No Charge	\$50/hr (Per Custodian)				
A/V Tech	No Charge	\$50/hr	\$50/hr	\$50/hr	\$50/hr	\$50/hr
Restoration Fees: To assist in maintenance and improvements and are returned directly to the venue.						
Under 300	No Charge	No Charge	No Charge	\$1/ticket	\$1/ticket	\$2/ticket
Over 300	No Charge	No Charge	\$2/ticket	\$2/ticket	\$2/ticket	\$3/ticket

- All other rules found within this policy are expected to be followed and adhered to.
- A \$150/per day fee may be applied if items are left in the center on non-performing days that cause the area to not be usable for classroom and/or performance activities.
- If you require use of stage lights/sound equipment you must pay for the A/V technician.
- Only authorized and trained RSU 39 staff are permitted to reposition stage lights.

The following may be requested of any group:

A. Reimbursement for incidental expenses (utilities, etc.);

B. A deposit with the application, refundable after leaving the facility in satisfactory condition;

- C. Reimbursement for property damage and any cleaning and repair costs;
- D. Reimbursement for custodian, cafeteria, or other staff costs when necessary to the use of the facility; and
- E. Fees for rental of equipment.

Adopted: June 6, 2012 Revised: November 5, 2013 Revised: September 4, 2019 Revised: December 11, 2020 Revised: November 15, 2023

Code: KF-R

Facilities Use Agreement

The public is invited to use the facilities in Eastern Aroostook RSU 39. However, school activities must have priority over outside organizations and groups. Requests for building use should be made as far in advance as possible.

The Building Administrator or Caribou Performing Arts Director must approve all requests. Please do not direct requests to custodians or other school personnel.

If permitted to use the facilities of Eastern Aroostook RSU 39, we agree to the following provisions:

- That you read and agree to the terms of RSU 39 Policy KF Community Use of School Facilities, which can be found at https://www.rsu39.org/board-policies.
- That you will provide at least **24 hours** notice if use of facilities is cancelled. (Charges may be assessed if proper notification is not provided.)

notification is not provided.)					
Date of Application:	ate of Application: Type of Event:				
Area of Building (e.g. Auditorium, C	afé, Gym, Classroom etc.):				
Contact Name: Street Address: City, State Zip Code:	E-Mail:				
Date(s) and time(s) to be used:	<u>Dates</u>	Times			
CPAC Lights & Sound Booth Other (Chairs, Tables, Platfor					
Sign	ature Required	Date			
OFFICE USE ONLY: Space Reserved By (RSU 39 Staff	f Member):				
Copies to: Building Admin Custodian Accounts Receivable Tech Dept					
Caribou Performing Arts Center:	Designation Code: A B C	□D □E □F			
	Ticket Sale Total for Restoration Fee:				

CARIBOU ADMINISTRATION 25 HIGH STREET CARIBOU, ME. 04736

MEMO

To: Mayor and City Council Members From: Penny Thompson, City Manager

Date: May 27, 2025

Re: Auditor letter to be reviewed and accepted by the City Council



The City has a contract with Felch and Company for the 2024 Audit. They have come to the City Office to do field work and a part of that process was to present the City Council with the attached letter for 2024.

They are asking for review and acceptance of these terms.

Requested Action

Please review. If acceptable, please make a motion to

"accept the terms of engagement, and authorize Mayor Courtney Boma to sign the letter on behalf of the Governing body and City Manager Penny Thompson to sign on behalf of the Management."

Second

Discussion

Vote

FELCH & COMPANY, LLC

Certified Public Accountants

P.O. BOX 906 CARIBOU, MAINE 04736 (207) 498-3176 FAX (207) 498-6278 E-MAIL: CPA@FELCHCPA.COM

May 5, 2025

Caribou City Council City of Caribou 25 High Street Caribou, ME 04736

Dear Council:

We are pleased to confirm our understanding of the services we are to provide for the City of Caribou, Maine for the year ended December 31, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities and each major fund, including the disclosures, which collectively comprise the basic financial statements, of City of Caribou, Maine as of and for the year ended December 31, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Caribou, Maine's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Caribou, Maine's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1. Management's Discussion and Analysis.
- 2. Budgetary Comparison Schedules.
- 3. Infrastructure information under modified reporting.
- 4. Public Pension Schedules.
- 5. Other Post-Employment Benefit Schedule.

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Caribou, Maine's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole [in a separate written report accompanying our auditors' report on the financial statements OR in a report combined with our auditors' report on the financial statements].

- 1. Schedule of Expenditures of Federal Awards.
- 2. Schedule of Capital Outlays General Fund.
- 3. Schedule of Non-Capital Outlays General Fund.
- 4. Balance Sheet for Non-Major Funds.
- 5. Statement of Revenues, Expenditures and Changes in Fund Balance for Non-Majo Funds.
- 6. Schedule of Property Taxes General Fund.

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The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditors' report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

Auditors' Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events considered in the aggregate that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Caribou City Council City of Caribou

Page 3

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

As part of our audit planning, we consider the inherent nature of certain accounts among other things to identify areas of significant risk in the audit. Among the items we consider are the potential for management override of controls, the fact that cash is liquid and subject to misappropriation, the potential for the understatement of accounts payable and accrued expenses, and the complex nature of pension and post-employment benefit disclosures.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures-Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Caribou, Maine's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

243

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Caribou, Maine's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on City of Caribou, Maine's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also

responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on May 12, 2025.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of City of Caribou, Maine in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statement.

the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Felch & Company, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a state or federal agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Felch & Company, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the State of Maine. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Gisele L. MacDonald is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately May 5, 2025.

Our fees for these services will be based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs. Our bills are due upon presentation. Bills unpaid after 30 days will be charged interest at 12% (1% per month). Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. It is contemplated that your office will furnish such clerical and other assistance as it can reasonably provide in connection with the preparation of schedules, confirmations, etc., in order that our representatives may devote their time to the more substantive areas of the audit and at the same time minimize the cost to you. Our fee required to complete the audit for the fiscal year ended December 31, 2024 will be \$31,000. This fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Page 7

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the City Council and management of the City of Caribou, Maine. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of Caribou, Maine and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Sincerery,
Gisele L. MacDonald, CPA
RESPONSE:
This letter correctly sets forth the understanding of City of Caribou, Maine.
Management signature!
Title:
Date:
Governance signature:
Γitle:
Date:

CARIBOU ADMINISTRATION 25 HIGH STREET CARIBOU, ME. 04736



TO: Caribou City Council Members

FROM: Danielle Brissette

RE: June 10, 2025 RSU #39 Budget Validation Election

DATE: May 22, 2025



The Clerk's Office is preparing for the June 10, 2025 RSU #39 Budget Validation Election and is presenting the Council with the Warrant to be countersigned by the City Council.

(This is a mandatory approval due to state statute. (MRS Title 20-A, §1502. Method of calling a regional school unit referendum)

Recommended Motion:

Move to countersign the warrant for the June 10, 2025 RSU #39 Budget Validation Election.

Second, discuss and vote.

WARRANT AND NOTICE OF ELECTION CALLING REGIONAL SCHOOL UNIT NO. 39 BUDGET VALIDATION REFERENDUM (20-A M.R.S.A. §1486)

TO: Jane McCall, Superintendent of Schools of Regional School Unit No. 39 (the "Regional School Unit") composed of the City of Caribou and Town Stockholm, State of Maine.

In the name of the State of Maine, you are hereby ordered to serve upon the municipal clerks of each of the municipalities within Regional School Unit No. 39, namely, the City of Caribou and the Town Stockholm an attested copy of this warrant and notice of election. Service shall be in hand within three (3) days of the date of this warrant and notice of election. The municipal clerks of the above municipalities shall immediately notify the respective municipal officers, who shall post the following warrant and notice of election:

CITY OF CARIBOU REGIONAL SCHOOL UNIT BUDGET VALIDATION REFERENDUM WARRANT AND NOTICE OF ELECTION

Aroostook ss. State of Maine

TO: Danielle M. Brissette, Clerk of Caribou: You are hereby required in the name of the State of Maine to notify the voters of this municipality of the election described in this warrant and notice of election.

TO THE VOTERS OF THE <u>CITY OF CARIBOU</u>:

You are hereby notified that a Regional School Unit No. 39 budget validation referendum election will be held at the Caribou Wellness Center, 55 Bennett Drive in the City of Caribou on **June 10, 2025** for the purpose of determining the following referendum articles:

Article 1: Do you favor approving the Regional School Unit No. 39 budget for the upcoming school year that was adopted at the latest Regional School Unit budget meeting?

Article 2: Do you wish to continue the budget validation referendum process in the Regional School Unit 39 for an additional three (3) years?

The voting on Article 1 and Article 2 shall be by secret ballot referendum. The polls will be opened at 8:00 a.m. and closed at 8:00 p.m.

The Registrar of Voters shall hold office hours while the polls are open to correct any error in or change a name or address on the voting list; to accept the registration of any person eligible to vote and to accept new enrollments.

A person who is not registered as a voter may not vote in any election.

Given under our hand this day, May 21, 2025 at C	aribou, Maine.
David Keaton	Jan Domplund Jan Domplund Jan Dompkins Thurly Well LOW
Tanya Sleeper	Ronald-Willey
Lindsey Threat Lindsey Therault	Louella
Directory The quant	
A majority of the Regional school Unit Board of R	egional School Unit No. 39
	N. 24 4 10
A true copy of the Warrant and Notice of Election,	
	Jane McCall Regional School Unit No. 39
	Tropical State of the Propins of the
Countersigned thisday of	2025 at Caribou, Maine.
1	
A majority of the municipal officers of the City of	Caribou
A true copy of the Warrant and Notice of Election,	
	Danielle M. Brissette
	Clerk City of Caribou

NOTICE OF AMOUNTS ADOPTED AT BUDGET MEETING REGIONAL SCHOOL UNIT NO. 39 INFORMATION FOR VOTERS AT BUDGET VALIDATION REFERENDUM

TO: Municipal Clerks of the City of Caribou and the Town Stockholm, State of Maine

In the name of the State of Maine and pursuant to 20-A M.R.S.A. §1486(2) you are hereby directed to display this Notice of Amounts Adopted at Budget Meeting at the polling places within your respective municipalities to assist the voters of Regional School Unit No. 39 (RSU 39) in voting at the budget validation referendum to be held on **June 10**, 2025 for the purpose of determining if the RSU 39 budget for the 2025 – 2026 fiscal year that were adopted at the Regional School Unit budget meeting on **May 21**, 2025 should be approved.

Cost Center Summary Budget Category	Amount Recommended by RSU 39 Board*	Amount Approved by Voters at the Budget Meeting
Article 1: Regular Instruction	\$7,671,257.59	\$7,671,257.59
Article 2: Special Education	\$3,156,402.98	\$3,156,402.98
Article 3: Career & Technical Education	\$2,255,924.32	\$2,255,924.32
Article 4: Other Instruction	\$693,451.49	\$693,451.49
Article 5: Student & Staff Support	\$1,978,210.96	\$1,978,210.96
Article 6: System Administration	\$937,808.23	\$937,808.23
Article 7: School Administration	\$837,848.28	\$837,848.28
Article 8: Transportation & Buses	\$1,148,324.86	\$1,148,324.86
Article 9: Facilities Maintenance	\$2,725,541.39	\$2,725,541.39
Article 10: Debt Service & Other Commitments	\$3,402,224.98	\$3,402,224.98
Article 11: All Other Expenditures	\$113,117.43	\$113,117.43
Summary of Total Authorized Expenditures	\$24,920,112.51	\$24,920,112.51

^{*}Amounts recommended by RSU 39 Board of Education at May 21, 2025 meeting.

The amount approved at the Regional School Unit budget meeting includes locally raised funds that exceed the maximum state and local spending target pursuant to 20-A M.R.S.A §15671-A(5).

Document to be completed and signed at the	May 21, 2025 RSU 39 Budget Meeting.
Altit	Jan Domolino
David Keaton	Jan Hompkins Sow Willew
Tanya/Sleeper	Lou Willey
Lindsey Therigult	

A majority of the Regional School Unit Board of Regional School Unit No. 39

Jane McCall, Superintendent

Legal Notices NOTICE TO CARIBOU VOTERS:

Anyone who would like to request an absentee ballot for the

June 10, 2025, RSU #39 Budget Validation Election must do so no later than Thursday, June 5, 2025, by 7 p.m. Absentee ballots can only be issued after this date due to extenuating circumstances (such as in-patients at a hospital). If you would

like to cast your vote by absentee ballot for this election, you must contact the City Clerk's Office no later than June 5, 2025. Ballots can be mailed to you, picked up by an immediate family member or voted in person.

VOTER REGISTRATION In addition to the regular office hours of 8 a.m. to 4:30 p.m.

Monday to Friday, the office of the Registrar of Voters will be open from 5 a.m. to 7 p.m. on Thursday, June 5, 2025, in the

Municipal Building at 25 High Street, Caribou, Maine, for the purpose of registering voters and updating the voter lists of Caribou. **IMPORTANT UPCOMING DATES:**

Thursday, May 21, 2025, RSU Budget Validation Meeting, 5:30 p.m. at the Caribou Performing Arts Center.

Tuesday, June 10, 2025, RSU #39 Budget Validation Election 8 a.m. - 8 p.m. at the Caribou Wellness Center (55 Bennett Drive, Caribou). City Clerk's Office 493-3324 Option 1

May 28, June 4, 2025

STATE OF MAINE REGIONAL SCHOOL UNIT 39 REGIONAL SCHOOL UNIT BUDGET VALIDATION REFERENDUM OFFICIAL BALLOT FOR THE TOWN OF CARIBOU June 10, 2025

NSTRUCTIONS TO VOTERS

Vote "yes" or "no" by making a cross (x) or check mark (✓) in the square of your choice at the left of the Article

Yes No Article 1: Do you favor approving the Regional School Unit 39 budget for the upcoming school year that was adopted at the latest Regional School Unit budget meeting?

Yes No Article 2: Do you wish to continue the budget validation referendum process in the Regional School Unit 39 for an additional three (3) years?

A "YES" vote will require Eastern Aroostook RSU 39 to continue to conduct a referendum to validate

its annual school budget for the next three years.

A "NO" vote will discontinue the budget validation referendum for at least three years and provide instead that the annual school budget shall be finally adopted at a meeting of the voters.

CARIBOU ADMINISTRATION 25 HIGH STREET CARIBOU, ME. 04736

MEMO

To: Mayor and City Council Members From: Penny Thompson, City Manager

Date: May 27, 2025

Re: Ordinance Introduction



The Caribou Planning Board has been working to add tools to the Blight Toolbox. As a result of this work, they are sending two ordinances to the City Council for their acceptance.

The first step would be to review these ordinances, then introduce the ordinances, and then a public hearing will be scheduled.

Ordinance # 1, 2025 Series, Anti-Blight Ordinance

Ordinance # 2, 2025 Series, Anti-Nuisance Ordinance

I have also enclosed a letter of review from attorney Rick Solman.

Requested Action

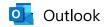
Please review. If acceptable, please make a motion to

"introduce Ordinance # 1, 2025 Series, Anti-Blight Ordinance and Ordinance # 2, 2025 Series, Anti-Nuisance Ordinance and schedule a Public Hearing"

Second

Discussion

Vote



RE: Proposed Ordinances

From Rick Solman <rsolman@solmanhunter.com>

Date Thu 5/15/2025 12:31 PM

To Penny Thompson <pth>pthompson@cariboumaine.org>

Penny-

I completed a quick review of the two proposed ordinances.

The anti-blight ordinance seems redundant with the Property Maintenance Code already adopted by the City. The Property Maintenance Code has much more detail as to various property conditions which constitute violations.

The State of Maine has a nuisance ordinance, but there is nothing wrong with a local ordinance as well.

I'm not certain what you want me to do at this point. Some of the definitions in both ordinances should be tightened up for clarity.

Rick

----Original Message-----

From: Penny Thompson [mailto:pthompson@cariboumaine.org]

Sent: Sunday, May 4, 2025 8:22 PM

To: 'Richard D. Solman, Esq. (rsolman@solmanhunter.com)'

Subject: Proposed Ordinances

Good morning Attorney Solman -

The Planning Board is bringing these two ordinances to a public hearing on Thursday evening.

I was not at the March Planning Board meeting so I did not think about sending this to you before the Public Hearing.

Would you be able to take a look at these and let me know your thoughts?

After this public hearing, it would still need to go to the City Council.

Thank you.

Penny Thompson
City Manager
City of Caribou Maine
(207) 493 - 5961 (direct line)
pthompson@cariboumaine.org

[This email comes from outside of your organization. Please be cautious opening or clicking on any attachments or links.]

Section 1 Title

This article shall be known as the anti-blight ordinance for the City of Caribou

Section 2 Policy

It is hereby found and declared that the existence of blighted premises in Caribou will adversely affect property values and development and threaten the health, safety, general welfare and economic well-being of its residents and commercial interests. It is further found that blighted properties can be rehabilitated, reconstructed, demolished and/or reused so as to provide decent, safe and sanitary housing and/or commercial use, and that such rehabilitation, reconstruction, demolition and/or reuse would assist in eliminating, remedy and preventing the adverse conditions described above.

Section 3 Purpose

The purpose of this article is to:

- A. Define, prohibit and abate blighted premises;
- B. Protect, preserve and promote public health, safety, general welfare and economic well-being; and
- C. Preserve and protect property values and promote development within Caribou.

Section 4 Creating or Maintaining Blighted Premises Prohibited

No owner, agent, tenant or person in control of real property located in Caribou shall allow, create, maintain, cause to be created or maintained, or allow to exist any blighted premises.

Section 5 Definitions

As used in this article, the following terms shall have the meanings indicated:

<u>Blighted Premises:</u> Any building, structure, premises or any part of a structure that is a separate unit, in which any of the following or any combination of the following conditions exist (the following list is illustrative, not exhaustive):

- 1. It is a substantial factor causing obvious depreciation to property values within the city;
- 2. It is not being maintained and/or has been unoccupied for at least 90 days and contributes to decay/blight as evidenced by the existence of one or more of the following conditions in ordinary public view:
 - a) Missing or boarded windows or doors;
 - b) Collapsing or missing walls, roof or floor;
 - c) Seriously damaged or missing siding of four-square feet or more;
 - d) Buildings in need of painting or sealing;
 - e) Fire damages;

- f) A structurally faulty foundation or foundations; and/or
- g) Physical hazards, rodent harborage and infestation, garbage, or trash;
- 3. It is a factor creating a substantial and unreasonable interference with the reasonable and lawful use and enjoyment of other space within the building or of other premises within the city as documented by neighborhood complaints.

<u>Dilapidated</u>: A building or structure, or part thereof, that would not qualify for a certificate of occupancy if applied for, or which is deemed an unsafe structure as defined by the State Building Code, and any dwelling or unit which is designated as unfit for human habitation as defined in the State Building Code and/or the Ordinances of the City of Caribou.

<u>Ordinary Public View:</u> The view available, from private or public property or public rights-of-way, from average grade surrounding the property.

<u>Person:</u> Any man, woman, family, corporation, or other legal entity capable of owning or possessing real property.

<u>Premises:</u> Any lot or part thereof or parcel or plot of land, either occupied or unoccupied by any dwelling or non dwelling structure, and includes any such building, accessory structure or other structure thereon, or any part thereof. The term "premises," where the context requires, shall be deemed to include any buildings, dwellings, parcels, land or structures contained within the scope of this article.

<u>Structure</u>: Anything built for the support, shelter, or enclosure of persons, animals, goods or property of any kind, together with anything constructed or erected with a fixed location on or in the ground, including decks, stacks, satellite dishes, and antennas, exclusive of fences, and poles, wiring and other aerial equipment normally associated with service drops, as well as guying and guy anchors, as well as sidewalks, driveways, parking lots, and field or garden walls or embankment retaining walls.

<u>Unit</u>: Any space within a building that is or can be rented by or to a single person or entity for its sole use and is intended to be a single and distinct space.

<u>Unoccupied</u>: A period of 90 days or longer during which a building or structure, or part thereof, or land is not legally occupied as documented by the Code Enforcement Office.

Section 6 Applicability

This article applies to all premises within the City of Caribou.

Section 7 Responsibility for Compliance

Any person owning premises subject to this article or legally responsible for maintaining the premises, including the agents thereof, shall be jointly and severally obligated to comply with the provisions of this article and subject to the penalties for violation hereof.

Section 8 Complaints

Complaints may be submitted to the Code Enforcement Officer and/or their designee and must be in writing and signed and dated by the complainant.

Section 9 Enforcement

- a) The Code Enforcement Officer is charged with the enforcement of this article. It shall be the duty of the Code Enforcement Officer to enforce the provisions of this article and any rules or regulations promulgated herein. under this article. The Code Enforcement Officer shall order, by written notice, any person who violates this article to abate such violation within a period of two years 30 days after receipt of said notice, unless such a violation is considered an immediate threat to the health, safety, and general welfare of the public, in which case such abatement shall be conducted within an acceptable time frame as determined by the Code Enforcement Officer.
- b) The Code Enforcement Officer shall be hereby authorized and empowered to issue notices of violation for violations of this article. Notices of violation shall be sent to the property owner and/or the person responsible for maintaining the premises, and if the notice of violation is a result of a complaint pursuant to Section 8, shall also be sent to the complainant. Such notices shall be sent by certified mail or delivered in person and shall include the following:
 - 1. Name and address of the property owner and name and address of the alleged violator, if different.
 - 2. A description of the violation(s) of this article.
 - 3. An outline of the process by which the property owner and/or the person responsible for maintaining the premises can determine what remedial actions are recommended;
 - 4. A description of the remedial action(s) which, if taken, would affect the compliance with the provisions of this article;
 - 5. A date by which the violation(s) must be corrected in order to avoid penalty and enforcement pursuant to this article;
 - 6. A statement that the penalties and enforcement provisions of this article will take effect the day after the compliance date if compliance has not been accomplished;
 - 7. A statement that outlines the appeals process afforded through this article.

Section 10 Violations and Penalties

- a) Once notified by the Code Enforcement Officer for non-compliance, the person owning premises subject to this article or legally responsible for maintaining the premises, must respond to the code officer within seven (7) business days with a written plan to abate the violation.
- b) Action upon noncompliance. Any owner, person responsible for maintaining the premises, or agent of a blighted premises who fails to abate any such blight commits a civil violation pursuant to City of Caribou Ordinances.
- c) Conference granted to owner or agent. Any owner or agent who receives a notice of violation issued pursuant to Section 9 above shall, upon request, be granted a conference with the official(s) who issued the notice of violation as soon as practicable. A request for

- a conference shall in no way stay the abatement order. However, a hearing request made pursuant to Section 11 herein shall stay an abatement order.
- d) Recovery of costs. Should the responsible party(ies) fail to abate the violation as per the written plan, the City may abate the violation. All responsible parties are jointly and severally liable to a municipality for its direct, legal and administrative costs incurred while remedying or attempting to remedy the property defects pursuant to this section. The responsible parties shall reimburse the municipality for its costs within 30 days after demand, or a special tax may be assessed against the property in the amount of those costs and may be collected in the same manner as other municipal taxes are collected.

Section 11 Hearing and Appeal Procedure for Notices of Violation

- a) Any person notified in accordance with Section 9 may appeal the notice of violation(s) within 30 days to the Caribou Zoning Board of Appeals as an administrative appeal as outlined in Caribou Chapter 13 Ordinances.
- b) Any appeals shall be heard by the Zoning Board of Appeals at its next earliest available scheduled meeting.

Section 12 Severability

If any provision of this article is declared unconstitutional or held invalid, it shall not affect any other section, clause, or provision thereof, but the same shall remain in full force and effect.

Section 1 Purpose.

This ordinance is adopted pursuant to 30-A M.R.S.A. §3001 for the purpose of regulating and eliminating public health and safety hazards and public nuisances in order to promote the public health and safety.

Section 2. Committing, Creating or Maintaining a Nuisance Prohibited.

No person shall commit, create or maintain any public nuisance.

Section 3. Public Nuisances Affecting Public Health and Safety.

- (a) Declaration of public nuisance. The following conditions constitute a public nuisance affecting public health and/or safety:
 - (i) Failure to keep waste, refuse or garbage in an enclosed building or properly contained in a closed container designed for such purposes;
 - (ii) Failure to maintain a structure so as to avoid health hazards;
 - (iii) Allowing any discharge into the environment of toxic or noxious materials in such concentrations as to endanger the public health;
 - (iv) Causing or allowing the effluent from any cesspool, septic tank, drainfield or sewage disposal system to discharge upon the surface of the ground;
 - (v) Causing or allowing the contamination of any well, cistern, stream, pond or other body of water by sewage, waste or other materials or substances;
 - (vi) Carcasses of animals, birds or fowl not intended for human consumption which are not buried or otherwise disposed of in a sanitary manner within 24 hours after death or as required by Maine law;
 - (vii) Accumulation of manure from domestic animals and fowl that are handled, stored or disposed of in a manner that creates a health hazard;
 - (viii Accumulations of decayed animal or vegetable matter, trash, rubbish, garbage, rotting lumber, packing material, scrap metal or any substance in which flies, mosquitoes, disease carrying insects, rats or other vermin can breed, live, nest or seek shelter but not including the composting of nontoxic agricultural, organic or domestic waste;
 - (ix) Any chemical and/or biological material that is stored, used or disposed of in such quantity or manner that creates a public health hazard;
 - (x) Any condition or situation which renders a structure or any part thereof unsanitary, unhealthy or unfit for human habitation, occupancy or use, or renders any property unsanitary or unhealthy;
 - (xi) Failure to comply with any law, rule or ordinance regarding sanitation and health, including, but not limited to: plumbing; water supplies, including wells and surface waters; waste disposal; and storage of chemical pesticides or herbicides; and
 - (xii) The outdoor storage for more than fifteen (15) days of items of personal property that
 - (a) are worn out, broken, deteriorated, dismantled or, based on their physical condition, have been discarded or abandoned, and
 - (b) pose a sanitation, fire, health or safety risk at the property or to neighboring properties, such as, in both instances, household furnishings, appliances and

fixtures, used or salvaged building materials, packing, clothing, equipment and machinery or parts thereof, tires, scrap metal, scrap lumber, masonry blocks, large limb piles, boxes, containers, bins, cabinets, covered electronic devices as defined in 38 M.R.S.A. § 1610(2)(C), as may be amended from time to time; provided, however, that this restriction shall not apply to any construction site for which a valid building and/or land use permit issued by the City is in effect or to any property for which the sale of such items is otherwise allowed under law; and provided, further, that the Code Enforcement Officer must first notify the property owner or occupant of the need to remove the items prior to any further proceedings under this Ordinance.

(b) Complaint and Establishment of Hearing.

Upon complaint to the Code Enforcement Officer by any City official or department head of such conditions, or by written complaint of residents living within five hundred (500) feet thereof complaining of such conditions, the Code Enforcement Officer shall notify the property owner(s) where the alleged nuisance condition exists and investigate the complaint. Upon completing the investigation, the Code Enforcement Officer shall notify the owner in writing whether a nuisance condition exists, and, if so, specify the evidence supporting such a finding and prescribe any necessary corrective action(s) and the time period for compliance. If the Code Enforcement Officer finds that a public nuisance as defined in this ordinance does not exist, then the original complainant(s) may petition the City Council to request a public hearing. Upon receipt of such a petition or a report from the Code Enforcement Officer that the property owner(s) have not complied with a Code Enforcement Officer corrective action directive, if the City Council determines, based upon a preliminary review of information provided by the Code Enforcement Officer, that it is more likely than not that a nuisance condition exists at the property, it may, by order, establish a date, time and place for a public hearing to determine whether or not such condition is in fact a public nuisance within the purview of this section.

(c) Notice of Public Hearing.

The City Clerk shall, by both first class and certified mail, return receipt requested, give notice to the owner of the premises as shown upon the last tax rolls of the City, and such mailing thereof shall be considered sufficient notice to the owner of such hearing, and such notice shall be given not less than five (5) days next prior to the date of the hearing as established by Council order.

(d) Hearing Procedure.

At the date, time and place as designated by Council order, the City Council shall hear and consider the complaints as rendered in subsection (b), and shall hear and consider the objections to the proposed findings, if any. At the conclusion of the hearing, the City Council shall, by Council order, find or not find that there are in fact such conditions that constitute a public nuisance. The hearing may be continued from time to time at the discretion of the City Council.

(e) Abatement Order.

Should the City Council find and pass such order that such condition complained of is a nuisance, then such order shall contain a directive and order to the owner thereof, as shown on the last tax roll of the city to abate the nuisance and condition within fifteen (15) days from the date of the order of abatement. A copy of the Council order shall be sent to the owner and occupants (if different than the owner) of the premises.

(f) Violation and Penalties.

Whenever the City Council, after the hearing, issues an order declaring that a nuisance exists, and after ordering the same to be abated by the owner of the property on which same is situated, no person shall refuse or fail to abate such nuisance within fifteen (15) days from the date of the notice to abate issued by the City Council. Any person, including but not limited to the owner, owner's agent, lessee, or contractor who commits, creates or maintains a public nuisance in violation of this ordinance shall be penalized in accordance with 30-A M.R.S.A. §4452, as may be amended from time to time. Each day in which a violation is proved to exist shall constitute a separate offense.

(g) Definitions

<u>Grounds</u>- The part of a property not covered by permanent structures.

<u>Junk</u> - For this ordinance the term "junk" refers to dilapidated or discarded material or objects.

Nuisance Condition- The erection, continuance or use of any building or place for the exercise of a trade, employment or manufacture which, by noxious exhalations, offensive smells, or other annoyances, become injurious and dangerous to the health, comfort or property of individuals, or of the public; causing or permitting abandoned wells or tin mining shafts to remain unfilled or uncovered to the injury or prejudice of others; causing or suffering any offal, filth or noisome substance to collect, or to remain in any place to the prejudice of others; obstructing or impeding, without legal authority, the passage of any navigable river, harbor or collection of water; corrupting or rendering unwholesome or impure the water of a river, stream, pond or aquifer; unlawfully diverting it from its natural course or state, to the injury or prejudice of others; and the obstructing or encumbering by fences, buildings or otherwise, of highways, private ways, streets, alleys, commons, common landing places or burying grounds are nuisances within the limitations and exceptions mentioned. Any places where one or more old, discarded, worn out or junked motor vehicles as defined in Title 29A, Section 101, subsection 42, or parts thereof, are gathered together, kept, deposited or allowed to accumulate, in such manner or in such location or situation, either within or without the limits of any highway, as to be unsightly, detracting from the natural scenery or injurious to the comfort and happiness of individuals and the public, and injurious to property rights, are declared to be public nuisances.

Occupant- Any person living, sleeping, or having actual possession of a dwelling unit or rooming unit.

<u>Operator</u>- Any person who has charge, care or control of a dwelling or property, or a part thereof, whether with or without the knowledge and consent of the owner.

Owner- Any person who, alone or jointly or severally with each other, shall have legal or equitable title to any property, with or without accompanying actual possession thereof, or shall have charge or control of any dwelling unit as owner or agent of the owner or as fiduciary including but not limited to executor, administrator, trustee, receiver or guardian of the estate or as a mortgagee in possession, regardless of how such possession was obtained.

Property- Defined as any lot, plot, or parcel of land

<u>Structure</u>- Anything built for the support, shelter, or enclosure of persons, animals, goods, or property of any kind, together with anything constructed or erected with a fixed location on or in the ground, exclusive of fences. The term includes structures temporarily or permanently located, such as decks and satellite receiving dishes, but in land areas outside of shoreland areas, signs, sidewalks, patios, driveways, and parking lots are not defined as structures.



Caribou Police Department

Incident Audit Report

Incident #	Nature of Incident	Offense Code	Loctn Code	Disposition
25C002493	Property Check	8309	LECAR	<u>Disposition</u> Closed Case
25C002493 25C002494	Property Check	8309	LECAR	Closed Case
25C002494 25C002495	Property Check	8309	LECAR	Closed Case
25C002495 25C002496	Property Check	8309	LECAR	Closed Case
25C002490 25C002497	Property Check	8309	LECAR	Closed Case
25C002497 25C002498	Property Check	8309	LECAR	Closed Case
25C002498 25C002499	Property Check	8309	LECAR	Closed Case
25C002499 25C002500	Property Check	8309	LECAR	Closed Case
25C002500 25C002501	Property Check	8309	LECAR	Closed Case
25C002501 25C002502	Property Check	8309	LECAR	Closed Case
25C002502 25C002503	Property Check	8309	LECAR	Closed Case
25C002504	Property Check	8309	LECAR	Closed Case
25C002504 25C002505	Online Harass	5721	LECAR	Closed Case
25C002505 25C002506	Suspicious	8201	LECAR	Unfounded
	-	8309	LECAR	Closed Case
25C002507	Property Check			
25C002508	Property Check	8309	LECAR	Closed Case
25C002509	Property Check	8309	LECAR	Closed Case
25C002510	Property Check	8309	LECAR	Closed Case
25C002511	Property Check	8309	LECAR	Closed Case
25C002512	Property Check	8309	LECAR	Closed Case
25C002513	Property Check	8309	LECAR	Closed Case
25C002514	Property Check	8309	LECAR	Closed Case
25C002515	Property Check	8309	LECAR	Closed Case
25C002516	Property Check	8309	LECAR	Closed Case
25C002517	Property Check	8309	LECAR	Closed Case
25C002518	Property Check	8309	LECAR	Closed Case
25C002519	Property Check	8309	LECAR	Closed Case
25C002520	Property Check	8309	LECAR	Closed Case
25C002521	Information		LECAR	Closed Case
25C002522	Citizen Assist		LECAR	Closed Case
25C002523	Alarm, Residenc	- 10 o		Closed Case
25C002524	Traffic Stop	5420	LECAR	Closed Case
25C002525	Suspicious	8305	LECAR	Active
25C002526	Traffic Stop	5420	LECAR	Closed Case
25C002527	Suspicious		LECAR	Closed Case
25C002528	Traffic Stop	5420	LECAR	Closed Case
25C002529	Property Check	8309	LECAR	Closed Case
25C002530	Property Check	8309	LECAR	Closed Case
25C002531	Property Check	8309	LECAR	Closed Case
25C002532	Property Check	8309	LECAR	Closed Case
25C002533	Property Check	8309	LECAR	Closed Case
25C002534	Property Check	8309	LECAR	Closed Case
25C002535	Property Check	8309	LECAR	Closed Case
25C002536	Property Check	8309	LECAR	Closed Case

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Incident Audit Report Page 2 of 24

25C002537 Property Cheek 8309 LECAR Closed Case 25C002538 Property Cheek 8309 LECAR Closed Case 25C002539 Property Cheek 8309 LECAR Closed Case 25C002541 Property Cheek 8309 LECAR Closed Case 25C002542 Property Cheek 8309 LECAR Closed Case 25C002543 Property Cheek 8309 LECAR Closed Case 25C002544 Property Cheek 8309 LECAR Closed Case 25C002545 Property Cheek 8309 LECAR Closed Case 25C002546 Property Cheek 8309 LECAR Closed Case 25C002547 Property Cheek 8309 LECAR Closed Case 25C002549 Property Cheek 8309 LECAR Closed Case 25C002551 Property Cheek 8309 LECAR Closed Case 25C002552 Traffic Stop 5420 LECAR Closed Case 25C002551 Traffic Stop	Incident #	Nature of Incident	Offense Code	Loctn Code	Disposition
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25C002549					
Description					
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25C002585 Crash, PD LECAR Active		•			
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25C002586 Information LECAR Closed Case	25C002585	Crash, PD		LECAR	Active
	25C002586	Information		LECAR	Closed Case

Incident Audit Report Page 3 of 24

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Incident #	Nature of Incident	Offense Code	Loctn Code	<u>Disposition</u>
25C002587	Assist Agency		LECAR	Closed Case
25C002588	Disorderly		LECAR	Closed Case
25C002589	Utility Problem		LECAR	Closed Case
25C002590	911 Hang Up	0207	LECAR	Closed Case
25C002591	Welfare Check	8307	LECAR	Closed Case
25C002592	Suspicious		LECAR	Closed Case
25C002593	Traffic Stop		LECAR	Closed Case
25C002594	Traffic Stop		LECAR	Closed Case
25C002595	Traffic Stop		LECAR	Closed Case
25C002596	Traffic Stop		LECAR	Closed Case
25C002597	Citizen Assist		LECAR	Closed Case
25C002598	Traffic Stop		LECAR	Closed Case
25C002599	SOR Update Reg		LECAR	Closed Case
25C002600	Fraud		LECAR	Active
25C002601	Drugs	3562	LECAR	Clrd Juvenile arrest
25C002602	Assist Agency		LECAR	Closed Case
25C002603	Fingerprint		LECAR	Closed Case
25C002604	Crash, Non-Rpt		LECAR	Closed Case
25C002605	Suspicious		LECAR	Closed Case
25C002606	Suspicious		LECAR	Closed Case
25C002607	SOR Update Reg		LECAR	Closed Case
25C002608	Suspicious		LECAR	Closed Case
25C002609	ACO Complaint		LECAR	Closed Case
25C002610	Traffic Stop	5420	LECAR	Closed Case
25C002611	Traffic Stop	5420	LECAR	Closed Case
25C002612	Disorderly	5311	LECAR	Closed Case
25C002613	Suspicious	8305	LECAR	Closed Case
25C002614	Traffic Stop	5420	LECAR	Closed Case
25C002615	Property Check	8309	LECAR	Closed Case
25C002616	Property Check	8309	LECAR	Closed Case
25C002617	Property Check	8309	LECAR	Closed Case
25C002618	Property Check	8309	LECAR	Closed Case
25C002619	Property Check	8309	LECAR	Closed Case
25C002620	Property Check	8309	LECAR	Closed Case
25C002621	Property Check	8309	LECAR	Closed Case
25C002622	Property Check	8309	LECAR	Closed Case
25C002623	Property Check	8309	LECAR	Closed Case
25C002624	Property Check	8309	LECAR	Closed Case
25C002625	Traffic Stop	5420	LECAR	Closed Case
25C002626	Property Check	8309	LECAR	Closed Case
25C002627	Property Check	8309	LECAR	Closed Case
25C002628	Property Check	8309	LECAR	Closed Case
25C002629	Property Check	8309	LECAR	Closed Case
25C002630	Property Check	8309	LECAR	Closed Case
25C002631	Property Check	8309	LECAR	Closed Case
25C002632	Property Check	8309	LECAR	Closed Case
25C002633	Property Check	8309	LECAR	Closed Case
25C002634	Property Check	8309	LECAR	Closed Case
25C002635	Property Check	8309	LECAR	Closed Case
25C002636	Trespass		LECAR	Closed Case
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Incident Audit Report Page 4 of 24

<u>Incident #</u>	Nature of Incident	Offense Code	Loctn Code	Disposition
25C002637	Traffic Stop		LECAR	Closed Case
25C002638	Traffic Stop		LECAR	Closed Case
25C002639	Traffic Stop		LECAR	Closed Case
25C002640	Traffic Stop		LECAR	Closed Case
25C002641	Traffic Stop		LECAR	Closed Case
25C002642	Traffic Stop		LECAR	Closed Case
25C002643	Traffic Stop		LECAR	Closed Case
25C002644	Traffic Stop		LECAR	Closed Case
25C002645	911 Hang Up		LECAR	Closed Case
25C002646	Traffic Stop		LECAR	Closed Case
25C002647	Traffic Stop		LECAR	Closed Case
25C002648	Harassment		LECAR	Closed Case
25C002649	Suspicious		LECAR	Closed Case
25C002650	Theft	2330	LECAR	Active
25C002651	ACO Complaint		LECAR	Closed Case
25C002652	Traffic Stop		LECAR	Closed Case
25C002653	Traffic Complnt		LECAR	Closed Case
25C002654	Traffic Stop		LECAR	Closed Case
25C002655	Traffic Stop		LECAR	Closed Case
25C002656	Traffic Stop		LECAR	Closed Case
25C002657	Traffic Stop		LECAR	Closed Case
25C002658	Citizen Assist	8201	LECAR	Closed Case
25C002659	Traffic Stop	5420	LECAR	Closed Case
25C002660	ATV Complaint	6730	LECAR	Closed Case
25C002661	Traffic Stop	5420	LECAR	Closed Case
25C002662	Traffic Stop	5411	LECAR	Closed Case
25C002662	Traffic Stop	5420	LECAR	Closed Case
25C002663	Traffic Stop	5420	LECAR	Closed Case
25C002664	Traffic Stop	5420	LECAR	Closed Case
25C002665	Citizen Assist	8201	LECAR	Closed Case
25C002666	Traffic Stop	5420	LECAR	Closed Case
25C002667	Traffic Stop	5420	LECAR	Active
25C002668	Traffic Stop	5420	LECAR	Closed Case
25C002669	Property Check	8309	LECAR	Closed Case
25C002670	Property Check	8309	LECAR	Closed Case
25C002671	Property Check	8309	LECAR	Closed Case
25C002672	Property Check	8309	LECAR	Closed Case
25C002673	Property Check	8309	LECAR	Closed Case
25C002674	Property Check	8309	LECAR	Closed Case
25C002675	Property Check	8309	LECAR	Closed Case
25C002676	Property Check	8309	LECAR	Closed Case
25C002677	Property Check	8309	LECAR	Closed Case
25C002678	Property Check	8309	LECAR	Closed Case
25C002679	Property Check	8309	LECAR	Closed Case
25C002680	Property Check	8309	LECAR	Closed Case
25C002681	Property Check	8309	LECAR	Closed Case
25C002682	Property Check	8309	LECAR	Closed Case
25C002683	Property Check	8309	LECAR	Closed Case
25C002684	Property Check	8309	LECAR	Closed Case
25C002685	Property Check	8309	LECAR	Closed Case
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Incident Audit Report Page 5 of 24

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Incident #	Nature of Incident	Offense Code	Loctn Code	<u>Disposition</u>
25C002686	Property Check	8309	LECAR	Closed Case
25C002687	Property Check	8309	LECAR	Closed Case
25C002688	Property Check	8309	LECAR	Closed Case
25C002689	Property Check	8309	LECAR	Closed Case
25C002690	Property Check	8309	LECAR	Closed Case
25C002691	Property Check	8309	LECAR	Closed Case
25C002692	Property Check	8309	LECAR	Closed Case
25C002693	Property Check	8309	LECAR	Closed Case
25C002694	Traffic Complnt		LECAR	Closed Case
25C002695	Traffic Stop		LECAR	Closed Case
25C002696	Traffic Stop		LECAR	Closed Case
25C002697	Traffic Stop		LECAR	Closed Case
25C002698	Welfare Check		LECAR	Closed Case
25C002699	Crash, PD		LECAR	Closed Case
25C002700	Traffic Stop		LECAR	Closed Case
25C002701	Traffic Stop		LECAR	Closed Case
25C002702	Juv. Runaway	7903	LECAR	Closed Case
25C002703	Citizen Assist	8201	LECAR	Closed Case
25C002704	Traffic Stop	5420	LECAR	Closed Case
25C002705	Suspicious	8305	LECAR	Closed Case
25C002706	Traffic Stop	5420	LECAR	Closed Case
25C002707	Traffic Stop	5420	LECAR	Closed Case
25C002708	Traffic Stop	5420	LECAR	Closed Case
25C002709	Traffic Stop	5420	LECAR	Closed Case
25C002710	Citizen Assist	8201	LECAR	Closed Case
25C002711	Traffic Stop	5420	LECAR	Closed Case
25C002712	Pedestrian Chk	8201	LECAR	Closed Case
25C002713	Pedestrian Chk	8201	LECAR	Closed Case
25C002714	Traffic Stop	5420	LECAR	Closed Case
25C002715	Suspicious	8305	LECAR	Closed Case
25C002716	Property Check	8309	LECAR	Closed Case
25C002717	Property Check	8309	LECAR	Closed Case
25C002718	Property Check	8309	LECAR	Closed Case
25C002719	Property Check	8309	LECAR	Closed Case
25C002720	Property Check	8309	LECAR	Closed Case
25C002721	Property Check	8309	LECAR	Closed Case
25C002722	Property Check	8309	LECAR	Closed Case
25C002723	Property Check	8309	LECAR	Closed Case
25C002724	Property Check	8309	LECAR	Closed Case
25C002725	Property Check	8309	LECAR	Closed Case
25C002726	Property Check	8309	LECAR	Closed Case
25C002727	Property Check	8309	LECAR	Closed Case
25C002728	Suspicious	8305	LECAR	Closed Case
25C002729	Property Check	8309	LECAR	Closed Case
25C002730	Property Check	8309	LECAR	Closed Case
25C002731	Property Check	8309	LECAR	Closed Case
25C002732	Property Check	8309	LECAR	Closed Case
25C002733	Property Check	8309	LECAR	Closed Case
25C002734	Property Check	8309	LECAR	Closed Case
25C002735	Property Check	8309	LECAR	Closed Case

Incident Audit Report Page 6 of 24

Incident #	Nature of Incident	Offense Code	Loctn Code	<u>Disposition</u>
25C002736	Property Check	8309	LECAR	Closed Case
25C002737	Property Check	8309	LECAR	Closed Case
25C002738	Property Check	8309	LECAR	Closed Case
25C002739	Property Check	8309	LECAR	Closed Case
25C002740	Property Check	8309	LECAR	Closed Case
25C002741	Citizen Assist			Closed Case
25C002742	Theft		LECAR	Active
25C002743	Information		LECAR	Closed Case
25C002744	Trespass		LECAR	Active
25C002745	Trespass			Active
25C002746	911 Hang Up		LECAR	Closed Case
25C002747	Citizen Assist		LECAR	Closed Case
25C002748	Theft			Active
25C002749	Info Request			Closed Case
25C002750	Info Request			Closed Case
25C002751	Citizen Dispute		LECAR	Closed Case
25C002752	Traffic Stop	3562	LECAR	Clrd adult arrest
25C002752	Traffic Stop	5407	LECAR	Clrd adult arrest
25C002753	Bail Check			Closed Case
25C002754	Lost Property			Closed Case
25C002755	Suspicious	8305	LECAR	Closed Case
25C002756	Crash, PD	5432	LECAR	Closed Case
25C002757	Information		LECAR	Closed Case
25C002758	Information		LECAR	Closed Case
25C002759	Welfare Check	8307	LECAR	Closed Case
25C002760	Traffic Stop	5420	LECAR	Closed Case
25C002761	Motorist Assist	8203	LECAR	Closed Case
25C002762	Traffic Stop	5420	LECAR	Closed Case
25C002763	Traffic Stop	5420	LECAR	Closed Case
25C002764	Welfare Check	8307	LECAR	Closed Case
25C002765	Assist Agency	7610	LECAR	Closed Case
25C002766	Trespass	5013		Closed Case
25C002766	Trespass	5707		Closed Case
25C002767	Suspicious	-, -,		Closed Case
25C002768	Suspicious			Closed Case
25C002769	911 Hang Up			Closed Case
25C002770	Trespass			Closed Case
25C002771	Motorist Assist			Closed Case
25C002771	911 Hang Up			Closed Case
25C002772	Information			Closed Case
25C002774	911 Hang Up			Closed Case
25C002774 25C002775	Escort	8202	LECAR	Closed Case
25C002775 25C002776	Traffic Stop	5420	LECAR	Closed Case
25C002770 25C002777	Traffic Stop	8309	LECAR	Closed Case
25C002777 25C002778	Property Check	8309	LECAR	Closed Case
25C002778 25C002779	Suspicious	8305	LECAR	Closed Case
25C002779 25C002780	Property Check	8309	LECAR	Closed Case
		8309	LECAR	Closed Case
25C002781	Property Check			
25C002782	Property Check	8309	LECAR	Closed Case
25C002783	Property Check	8309	LECAR	Closed Case

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Incident Audit Report Page 7 of 24

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<u>Incident #</u>	Nature of Incident	Offense Code	Loctn Code	<u>Disposition</u>
25C002784	Property Check	8309	LECAR	Closed Case
25C002785	Property Check	8309	LECAR	Closed Case
25C002786	Property Check	8309	LECAR	Closed Case
25C002787	Property Check	8309	LECAR	Closed Case
25C002788	Property Check	8309	LECAR	Closed Case
25C002789	Property Check	8309	LECAR	Closed Case
25C002790	Property Check	8309	LECAR	Closed Case
25C002791	Property Check	8309	LECAR	Closed Case
25C002792	Traffic Stop			Closed Case
25C002793	Traffic Stop			Closed Case
25C002794	Theft			Active
25C002795	Suspicious			Closed Case
25C002796	Info Request			Closed Case
25C002797	Traffic Stop		LECAR	Closed Case
25C002798	Traffic Stop		LECAR	Closed Case
25C002799	Warrant Arrest	8910	LECAR	Clrd adult arrest
25C002800	Welfare Check		LECAR	Closed Case
25C002801	Mental Health		LECAR	Closed Case
25C002802	Harassment		LECAR	Closed Case
25C002803	Traffic Stop	5420	LECAR	Closed Case
25C002804	Welfare Check		LECAR	Closed Case
25C002805	Traffic Stop		LECAR	Closed Case
25C002806	Suspicious		LECAR	Closed Case
25C002807	Welfare Check	8307	LECAR	Closed Case
25C002808	Suspicious		LECAR	Closed Case
25C002809	Bail Check	8201	LECAR	Closed Case
25C002810	Traffic Stop	5420	LECAR	Closed Case
25C002811	Traffic Stop	5420	LECAR	Closed Case
25C002812	Suspicious		LECAR	Closed Case
25C002813	Crash, PD		LECAR	Closed Case
25C002814	Citizen Assist		LECAR	Closed Case
25C002815	Traffic Stop		LECAR	Closed Case
25C002816	Citizen Assist		LECAR	Closed Case
25C002817	Suspicious		LECAR	Closed Case
25C002818	Theft		LECAR	Active
25C002819	Traffic Stop		LECAR	Closed Case
25C002820	Suspicious		LECAR	Active
25C002821	Traffic Stop		LECAR	Closed Case
25C002822	Traffic Stop		LECAR	Closed Case
25C002823	Traffic Stop		LECAR	Closed Case
25C002824	Traffic Stop		LECAR	Closed Case
25C002825	Citizen Assist		LECAR	Closed Case
25C002826	Traffic Stop		LECAR	Closed Case
25C002827	Traffic Stop		LECAR	Closed Case
25C002828	Trespass		LECAR	Active
25C002829	Traffic Stop		LECAR	Closed Case
25C002830	Theft		LECAR	Active
25C002831	Theft	2404	LECAR	Clrd adult arrest
25C002832	Traffic Stop		LECAR	Closed Case
25C002833	Traffic Stop	5420	LECAR	Closed Case
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Incident Audit Report Page 8 of 24

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Incident #	Nature of Incident	Offense Code	Loctn Code	Disposition
25C002834	Traffic Stop	5420	LECAR	Closed Case
25C002835	Traffic Stop	5420	LECAR	Closed Case
25C002836	Citizen Dispute	8201	LECAR	Closed Case
25C002837	Property Check	8309	LECAR	Closed Case
25C002838	Property Check	8309	LECAR	Closed Case
25C002839	Property Check	8309	LECAR	Closed Case
25C002840	Property Check	8309	LECAR	Closed Case
25C002841	Property Check	8309	LECAR	Closed Case
25C002842	Property Check	8309	LECAR	Closed Case
25C002843	Property Check	8309	LECAR	Closed Case
25C002844	Property Check	8309	LECAR	Closed Case
25C002845	Property Check	8309	LECAR	Closed Case
25C002846	Property Check	8309	LECAR	Closed Case
25C002847	Property Check	8309	LECAR	Closed Case
25C002848	Property Check	8309	LECAR	Closed Case
25C002849	Property Check	8309	LECAR	Closed Case
25C002850	Property Check	8309	LECAR	Closed Case
25C002851	Property Check	8309	LECAR	Closed Case
25C002852	Property Check	8309	LECAR	Closed Case
25C002853	Property Check	8309	LECAR	Closed Case
25C002854	Property Check	8309	LECAR	Closed Case
25C002855	Property Check	8309	LECAR	Closed Case
25C002856	Information	8011	LECAR	Unfounded
25C002857	Crim Mischief		LECAR	Active
25C002858	Suspicious		LECAR	Closed Case
25C002859	Citizen Assist		LECAR	Closed Case
25C002860	Citizen Assist		LECAR	Closed Case
25C002861	Citizen Assist		LECAR	Closed Case
25C002862	Information		LECAR	Closed Case
25C002863	Harassment		LECAR	Closed Case
25C002864	Suspicious		LECAR	Closed Case
25C002865	Citizen Assist		LECAR	Closed Case
25C002866	Citizen Assist		LECAR	Closed Case
25C002867	Citizen Assist		LECAR	Closed Case
25C002868	911 Hang Up		LECAR	Closed Case
25C002869	Citizen Assist		LECAR	Closed Case
25C002870	Business Alarm		LECAR	Closed Case
25C002871	Information		LECAR	Closed Case
25C002872	Crash, Non-Rpt		LECAR	Closed Case
25C002873	Trespass		LECAR	Closed Case
25C002874	Traffic Complnt		LECAR	Closed Case
25C002875	Paper Service		LECAR	Closed Case
25C002876	Suspicious		LECAR	Closed Case
25C002877	Found Property		LECAR	Closed Case
25C002878	Traffic Stop	5420	LECAR	Closed Case
25C002879	Traffic Stop	5420	LECAR	Active
25C002880	Traffic Stop	5420	LECAR	Closed Case
25C002881	Traffic Stop	5420	LECAR	Closed Case
25C002882	Citizen Assist	8201	LECAR	Closed Case
25C002883	Suspicious	8305	LECAR	Closed Case
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Incident Audit Report Page 9 of 24

<u>Incident #</u>	Nature of Incident	Offense Code	Loctn Code	Disposition
25C002884	Citizen Assist	8201	LECAR	Closed Case
25C002885	Traffic Stop	5420	LECAR	Closed Case
25C002886	Traffic Stop	5420	LECAR	Closed Case
25C002887	Property Check	8309	LECAR	Closed Case
25C002888	Property Check	8309	LECAR	Closed Case
25C002889	Property Check	8309	LECAR	Closed Case
25C002899	Traffic Stop	5420	LECAR	Active
25C002890 25C002891	Property Check	8309	LECAR	Closed Case
25C002891 25C002892	Property Check	8309	LECAR	Closed Case
25C002892 25C002893	Property Check	8309	LECAR	Closed Case
25C002893 25C002894	Property Check	8309	LECAR	Closed Case
25C002894 25C002895	Property Check	8309	LECAR	Closed Case
25C002895 25C002896	Property Check	8309	LECAR	Closed Case
25C002890 25C002897	Property Check	8309	LECAR	Closed Case
25C002897 25C002898	Property Check	8309	LECAR	Closed Case
25C002898 25C002899	Property Check	8309	LECAR	Closed Case
25C002899 25C002900	Property Check	8309	LECAR	Closed Case
25C002900 25C002901	Property Check	8309	LECAR	Closed Case
25C002901 25C002902	Property Check Property Check	8309	LECAR LECAR	Closed Case Closed Case
25C002902 25C002903	1 .	8309	LECAR	Closed Case
25C002903 25C002904	Property Check	8309	LECAR LECAR	Closed Case Closed Case
25C002904 25C002905	Property Check	8309	LECAR LECAR	Closed Case Closed Case
	Property Check			
25C002906	Property Check	8309	LECAR	Closed Case
25C002907	Property Check	8309	LECAR	Closed Case
25C002908 25C002909	Property Check	8309 8309	LECAR LECAR	Closed Case Closed Case
25C002909 25C002910	Property Check	8309	LECAR LECAR	Closed Case Closed Case
25C002910 25C002911	Property Check	8309	LECAR LECAR	Closed Case Closed Case
25C002911 25C002912	Property Check	8309	LECAR LECAR	Closed Case Closed Case
25C002912 25C002913	Property Check	8309	LECAR LECAR	Active
25C002913 25C002914	Burglary		LECAR LECAR	Closed Case
25C002914 25C002915	Traffic Complete		LECAR LECAR	Closed Case Closed Case
	SOR Update Reg Information		LECAR	
25C002916 25C002917	Fraud		LECAR LECAR	For Information Only Closed Case
25C002917 25C002918	Citizen Assist		LECAR LECAR	Closed Case
25C002919	Domestic		LECAR	Closed Case
25C002920	Traffic Stop		LECAR	Closed Case
25C002921	Traffic Stop		LECAR	Closed Case
25C002922	Traffic Stop		LECAR	Closed Case
25C002923	Traffic Stop		LECAR	Closed Case
25C002924	Traffic Stop		LECAR	Closed Case
25C002925	Traffic Stop		LECAR	Closed Case
25C002926	Traffic Stop		LECAR	Closed Case
25C002927	Traffic Stop		LECAR	Closed Case
25C002928	ACO Complaint		LECAR	Closed Case
25C002929	Traffic Stop		LECAR	Closed Case
25C002930	Suspicious		LECAR	Closed Case
25C002931	Traffic Stop		LECAR	Closed Case
25C002932	Traffic Stop	5407	LECAR	Closed Case
25C002933	Traffic Stop	5407	LECAR	Clrd adult arrest

Incident Audit Report Page 10 of 24

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<u>Incident #</u>	Nature of Incident	Offense Code	Loctn Code	<u>Disposition</u>
25C002934	ACO Complaint	6402	LECAR	Closed Case
25C002935	Traffic Stop	9205	LECAD	Active
25C002936	Suspicious	8305	LECAR	Closed Case
25C002937	Traffic Stop	5420	LECAR	Closed Case
25C002938	Suspicious	8305	LECAR	Unfounded
25C002939	Online Harass	8201	LECAR	Closed Case
25C002940	Traffic Stop	5420	LECAR	Closed Case
25C002941	Traffic Stop	5420	LECAR	Closed Case
25C002942	Property Check	8309	LECAR	Closed Case
25C002943	Property Check	8309	LECAR	Closed Case
25C002944	Property Check	8309	LECAR	Closed Case
25C002945	Property Check	8309	LECAR	Closed Case
25C002946	Property Check	8309	LECAR	Closed Case
25C002947	Property Check	8309	LECAR	Closed Case
25C002948	Traffic Stop	5420	LECAR	Clrd Victim Uncooperativ
25C002949	Property Check	8309	LECAR	Closed Case
25C002950	Property Check	8309	LECAR	Closed Case
25C002951	Property Check	8309	LECAR	Closed Case
25C002952	Property Check	8309	LECAR	Closed Case
25C002953	Property Check	8309	LECAR	Closed Case
25C002954	Property Check	8309	LECAR	Closed Case
25C002955	Property Check	8309	LECAR	Closed Case
25C002956	Property Check	8309	LECAR	Closed Case
25C002957	Property Check	8309	LECAR	Closed Case
25C002958	Property Check	8309	LECAR	Closed Case
25C002959	Property Check	8309	LECAR	Closed Case
25C002960	Property Check	8309	LECAR	Closed Case
25C002961	Property Check	8309	LECAR	Closed Case
25C002962	Information			Active
25C002963	Crim Mischief			Closed Case
25C002964	Motorist Assist	8203	LECAR	Closed Case
25C002965	Welfare Check			Active
25C002966	Information		LECAR	Closed Case
25C002967	Traffic Stop	5013	LECAR	Clrd adult arrest
25C002967	Traffic Stop	5407	LECAR	Clrd adult arrest
25C002968	Warrant Arrest	8910	LECAR	Clrd adult arrest
25C002969	Motorist Assist	8203	LECAR	Closed Case
25C002970	Property Check	8309	LECAR	Closed Case
25C002971	Property Check	8309	LECAR	Closed Case
25C002972	Property Check	8309	LECAR	Closed Case
25C002973	Property Check	8309	LECAR	Closed Case
25C002974	Property Check	8309	LECAR	Closed Case
25C002975	Property Check	8309	LECAR	Closed Case
25C002976	Noise/Disturb	7303	LECAR	Closed Case
25C002977	Crash, PD	, , , ,		Closed Case
25C002978	Citizen Assist			Closed Case
25C002979	Background Chk			Closed Case
25C002980	Welfare Check			Closed Case
25C002981	Juvenile Prob			Closed Case
25C002981 25C002982	Warrant Arrest			Closed Case
230002302	wanam Ancst			Closed Case

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Incident Audit Report Page 11 of 24

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Incident #	Nature of Incident	Offense Code	Loctn Code	<u>Disposition</u>
25C002983	Welfare Check			Closed Case
25C002984	Information			Closed Case
25C002985	PFA Service			Closed Case
25C002986	Harassment			Active
25C002987	DHHS Referral			Closed Case
25C002988	Harassment	5.40.4	I E C I B	Closed Case
25C002989	Traffic Complnt	5424	LECAR	Closed Case
25C002990	Crim Mischief	0005	LECAR	Closed Case
25C002991	Intoxication	8305	LECAR	Closed Case
25C002992	Disorderly	5311	LECAR	Closed Case
25C002993	Assist Agency	7610	LECAR	Closed Case
25C002994	Traffic Stop		LECAR	Closed Case
25C002995	Traffic Stop	5420	LECAR	Closed Case
25C002996	Property Check	8309	LECAR	Closed Case
25C002997	Property Check	8309	LECAR	Closed Case
25C002998	Property Check	8309	LECAR	Closed Case
25C002999	Property Check	8309	LECAR	Closed Case
25C003000	Property Check	8309	LECAR	Closed Case
25C003001	Property Check	8309	LECAR	Closed Case
25C003002	Property Check	8309	LECAR	Closed Case
25C003003	Property Check	8309	LECAR	Closed Case
25C003004	Property Check	8309	LECAR	Closed Case
25C003005	Property Check	8309	LECAR	Closed Case
25C003006	Property Check	8309	LECAR	Closed Case
25C003007	Property Check	8309	LECAR	Closed Case
25C003008	Property Check	8309	LECAR	Closed Case
25C003009	Property Check	8309	LECAR	Closed Case
25C003010	Property Check	8309	LECAR	Closed Case
25C003011	Suspicious		LECAR	Closed Case
25C003012	Property Check		LECAR	Closed Case
25C003013	Property Check		LECAR	Closed Case
25C003014	Traffic Stop	5420	LECAR	Closed Case
25C003015	Suspicious	8201	LECAR	Closed Case
25C003016	Traffic Stop		LECAR	Closed Case
25C003017	Traffic Stop	5420	LECAR	Closed Case
25C003018	Traffic Stop	5420	LECAR	Closed Case
25C003019	Background Chk			Closed Case
25C003020	Traffic Stop	5420	LECAR	Closed Case
25C003021	Traffic Stop	5420	LECAR	Closed Case
25C003022	Traffic Stop		LECAR	Closed Case
25C003023	Traffic Stop	5420	LECAR	Closed Case
25C003024	Traffic Stop		LECAR	Closed Case
25C003025	Traffic Stop	5420	LECAR	Closed Case
25C003026	Suspicious			Closed Case
25C003027	Traffic Stop		LECAR	Closed Case
25C003028	Traffic Offense	5411	LECAR	Closed Case
25C003028	Traffic Offense	5420	LECAR	Closed Case
25C003029	Traffic Stop	- · - •	LECAR	Closed Case
25C003029	SOR Update Reg			Clrd Death of Offender
25C003030	Traffic Stop	5420	LECAR	Unfounded
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Incident Audit Report Page 12 of 24

Incident #	Nature of Incident	Offense Code	Loctn Code	Disposition
25C003032	Harassment	5311	LECAR	Closed Case
25C003032	Harassment	5311	LECAR	Closed Case
25C003033	Missing Person			Closed Case
25C003034	Welfare Check		LECAR	Active
25C003035	Information			Closed Case
25C003036	Harassment	1340	LECAR	Warrant Requested
25C003036	Harassment	5013	LECAR	Warrant Requested
25C003037	Domestic		LECAR	Closed Case
25C003038	Suspicious	5707	LECAR	Clrd adult arrest
25C003039	Suspicious		LECAR	Closed Case
25C003040	Property Check	8309	LECAR	Closed Case
25C003041	Property Check	8309	LECAR	Closed Case
25C003042	Property Check	8309	LECAR	Closed Case
25C003043	Property Check	8309	LECAR	Closed Case
25C003044	Property Check	8309	LECAR	Closed Case
25C003045	Property Check	8309	LECAR	Closed Case
25C003046	Property Check	8309	LECAR	Closed Case
25C003047	Property Check	8309	LECAR	Closed Case
25C003048	Theft		LECAR	Closed Case
25C003049	Information		LECAR	Closed Case
25C003050	911 Hang Up		LECAR	Closed Case
25C003051	Welfare Check		LECAR	Closed Case
25C003052	Juvenile Prob		LECAR	For Information Only
25C003053	Suspicious		LECAR	Closed Case
25C003054	Theft	2330	LECAR	Clrd adult arrest
25C003054	Theft	5013	LECAR	Clrd adult arrest
25C003055	SOR Update Reg		LECAR	Closed Case
25C003056	Found Property		LECAR	Closed Case
25C003057	Information		LECAR	Closed Case
25C003058	Traffic Complnt		LECAR	Closed Case
25C003059	Citizen Assist		LECAR	Closed Case
25C003060	Welfare Check		LECAR	Closed Case
25C003061	911 Hang Up		LECAR	Closed Case
25C003062	Traffic Stop	5407	LECAR	Clrd adult arrest
25C003062	Traffic Stop	5411	LECAR	Clrd adult arrest
25C003063	Business Alarm		LECAR	Closed Case
25C003064	Trespass		LECAR	Closed Case
25C003065	Traffic Stop	5420	LECAR	Closed Case
25C003066	Citizen Assist	8201	LECAR	Closed Case
25C003067	Trespass	5707	LECAR	Closed Case
25C003068	ACO Complaint	6405	LECAR	Closed Case
25C003069	Civil Complaint	8301	LECAR	Closed Case
25C003070	Traffic Stop	5420	LECAR	Active
25C003071	Harassment	8201	LECAR	Unfounded
25C003072	PFA Violation	3811	LECAR	Active
25C003073	Suspicious	5707	LECAR	Closed Case
25C003074	Traffic Stop	5420	LECAR	Closed Case
25C003075	Business Alarm	7701	LECAR	Closed Case
25C003076	Suspicious	8305	LECAR	Closed Case
25C003077	Property Check	8309	LECAR	Closed Case
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Incident Audit Report Page 13 of 24

Incident #	Nature of Incident	Offense Code	Loctn Code	Disposition
25C003078	Property Check	8304	LECAR	Closed Case
25C003079	Traffic Stop	5420	LECAR	Closed Case
25C003080	Property Check	8309	LECAR	Closed Case
25C003081	Property Check	8309	LECAR	Closed Case
25C003082	Property Check	8309	LECAR	Closed Case
25C003083	Property Check	8309	LECAR	Closed Case
25C003084	Property Check	8309	LECAR	Closed Case
25C003085	Property Check	8309	LECAR	Closed Case
25C003086	Property Check	8309	LECAR	Closed Case
25C003087	Property Check	8309	LECAR	Closed Case
25C003088	Property Check	8309	LECAR	Closed Case
25C003089	Property Check	8309	LECAR	Closed Case
25C003090	Property Check	8309	LECAR	Closed Case
25C003091	Property Check	8309	LECAR	Closed Case
25C003092	Property Check	8309	LECAR	Closed Case
25C003093	Property Check	8309	LECAR	Closed Case
25C003094	Property Check	8309	LECAR	Closed Case
25C003095	Property Check	8309	LECAR	Closed Case
25C003096	Property Check	8309	LECAR	Closed Case
25C003097	Property Check	8309	LECAR	Closed Case
25C003098	Property Check	8309	LECAR	Closed Case
25C003099	Property Check	8309	LECAR	Closed Case
25C003100	Property Check	8309	LECAR	Closed Case
25C003101	Welfare Check	8307	LECAR	Closed Case
25C003102	Robbery		LECAR	Active
25C003103	Viol Cond Relea	5013	LECAR	Clrd adult arrest
25C003104	Found Property		LECAR	Closed Case
25C003105	Traffic Stop		LECAR	Closed Case
25C003106	Traffic Stop		LECAR	Closed Case
25C003107	Traffic Stop		LECAR	Closed Case
25C003108	Information		LECAR	Closed Case
25C003109	Traffic Stop		LECAR	Closed Case
25C003110	Traffic Stop		LECAR	Closed Case
25C003111	Theft		LECAR	Active
25C003112	Traffic Stop		LECAR	Closed Case
25C003113	Traffic Stop		LECAR	Active
25C003114	Crash, PD		LECAR	Closed Case
25C003115	Traffic Stop		LECAR	Active
25C003116	Suspicious		LECAR	Closed Case
25C003117	Traffic Stop		LECAR	Active
25C003118	Crash, PD	5432	LECAR	Closed Case
25C003119	Traffic Complnt	5424	LECAR	Closed Case
25C003120	Theft	8201	LECAR	Closed Case
25C003121	Traffic Complnt	5420	LECAR	Closed Case
25C003122	Missing Person	7901	LECAR	Closed Case
25C003123	Business Alarm	7701	LECAR	Closed Case
25C003124	Property Check	8309	LECAR	Closed Case
25C003121 25C003125	Mental Health	**	LECAR	Closed Case
25C003126	Property Check	8309	LECAR	Closed Case
25C003120 25C003127	Property Check	8309	LECAR	Closed Case
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Incident Audit Report Page 14 of 24

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Incident #	Nature of Incident	Offense Code	Loctn Code	<u>Disposition</u>
25C003128	Property Check	8309	LECAR	Closed Case
25C003129	Property Check	8309	LECAR	Closed Case
25C003130	Property Check	8309	LECAR	Closed Case
25C003131	Property Check	8309	LECAR	Closed Case
25C003132	Property Check	8309	LECAR	Closed Case
25C003133	Property Check	8309	LECAR	Closed Case
25C003134	Property Check	8309	LECAR	Closed Case
25C003135	Property Check	8309	LECAR	Closed Case
25C003136	Property Check	8309	LECAR	Closed Case
25C003137	Property Check	8309	LECAR	Closed Case
25C003138	Property Check	8309	LECAR	Closed Case
25C003139	Property Check	8309	LECAR	Closed Case
25C003140	Property Check	8309	LECAR	Closed Case
25C003141	Property Check	8309	LECAR	Closed Case
25C003142	Property Check	8309	LECAR	Closed Case
25C003143	Property Check	8309	LECAR	Closed Case
25C003144	Property Check	8309	LECAR	Closed Case
25C003145	Business Alarm	7701	LECAR	Closed Case
25C003146	Suspicious		LECAR	Unfounded
25C003147	911 Hang Up		LECAR	Closed Case
25C003148	Traffic Complnt		LECAR	Closed Case
25C003149	Traffic Stop	5420	LECAR	Closed Case
25C003150	Harassment		LECAR	Closed Case
25C003151	Traffic Stop	5420	LECAR	Closed Case
25C003152	Traffic Stop	5420	LECAR	Closed Case
25C003153	Suspicious		LECAR	Closed Case
25C003154	Traffic Stop	5420	LECAR	Closed Case
25C003155	911 Hang Up		LECAR	Closed Case
25C003156	Crash, PI		LECAR	Closed Case
25C003157	Traffic Stop	5420	LECAR	Closed Case
25C003158	Traffic Stop		LECAR	Closed Case
25C003159	Traffic Stop	5420	LECAR	Closed Case
25C003160	Suspicious		LECAR	Closed Case
25C003161	Suspicious		LECAR	Closed Case
25C003162	Suspicious		LECAR	Closed Case
25C003163	Crash, PD		LECAR	Closed Case
25C003164	Crash, PD		LECAR	Closed Case
25C003165	Motorist Assist		LECAR	Closed Case
25C003166	911 Hang Up		LECAR	Closed Case
25C003167	Suspicious		LECAR	Closed Case
25C003168	Assist Agency		LECAR	Closed Case
25C003169	Detail		LECAR	Closed Case
25C003170	Traffic Stop	5420	LECAR	Closed Case
25C003171	Traffic Stop	5420	LECAR	Closed Case
25C003172	Citizen Dispute	8201	LECAR	Closed Case
25C003173	Property Check	8309	LECAR	Closed Case
25C003174	Property Check	8309	LECAR	Closed Case
25C003175	Property Check	8309	LECAR	Closed Case
25C003176	Property Check	8309	LECAR	Closed Case
25C003177	Property Check	8309	LECAR	Closed Case
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Incident Audit Report Page 15 of 24

Incident #	Nature of Incident	Offense Code	Loctn Code	<u>Disposition</u>
25C003178	Property Check	8309	LECAR	Closed Case
25C003179	Property Check			Active
25C003180	Property Check			Active
25C003181	Property Check	8309	LECAR	Closed Case
25C003182	Property Check	8309	LECAR	Closed Case
25C003183	Business Alarm	7701	LECAR	Closed Case
25C003184	Property Check	8309	LECAR	Closed Case
25C003185	Property Check	8309	LECAR	Closed Case
25C003186	Property Check	8309	LECAR	Closed Case
25C003187	Property Check	8309	LECAR	Closed Case
25C003188	Property Check	8309	LECAR	Closed Case
25C003189	Property Check	8309	LECAR	Closed Case
25C003190	Property Check	8309	LECAR	Closed Case
25C003191	Property Check	8309	LECAR	Closed Case
25C003192	Property Check	8309	LECAR	Closed Case
25C003193	Property Check	8309	LECAR	Closed Case
25C003194	Property Check	8309	LECAR	Closed Case
25C003195	Business Alarm			Closed Case
25C003196	Property Found		LECAR	Closed Case
25C003197	Harassment			Closed Case
25C003198	Parking Problem		LECAR	Closed Case
25C003199	Indecent Expose			Closed Case
25C003200	Crash, PD		LECAR	Closed Case
25C003201	Pedestrian Chk			Closed Case
25C003202	Theft			Closed Case
25C003203	Trespass		LECAR	Closed Case
25C003204	Parking Problem		LECAR	Closed Case
25C003205	Theft			Active
25C003206	Theft	2330		Active
25C003207	Information		LECAR	Closed Case
25C003208	Crash, PD	5432	LECAR	Closed Case
25C003209	Suspicious	8305	LECAR	Closed Case
25C003210	Suspicious	8305	LECAR	Closed Case
25C003211	Disorderly	8305	LECAR	Closed Case
25C003212	Information		LECAR	Closed Case
25C003213	Traffic Stop	5420	LECAR	Closed Case
25C003214	Mental Health	5580	LECAR	Closed Case
25C003215	Property Check	8309	LECAR	Closed Case
25C003216	Property Check	8309	LECAR	Closed Case
25C003217	Property Check	8309	LECAR	Closed Case
25C003218	Property Check	8309	LECAR	Closed Case
25C003219	Property Check	8309	LECAR	Closed Case
25C003220	Property Check	8309	LECAR	Closed Case
25C003221	Property Check	8309	LECAR	Closed Case
25C003222	Property Check	8309	LECAR	Closed Case
25C003222 25C003223	Property Check	8309	LECAR	Closed Case
25C003224	Property Check	8309	LECAR	Closed Case
25C003221	Property Check	8309	LECAR	Closed Case
25C003225 25C003226	Property Check	8309	LECAR	Closed Case
25C003220 25C003227	Property Check	8309	LECAR	Closed Case
230003221	Troperty Check	0307	LLCAN	Closed Case

Incident Audit Report Page 16 of 24

<u>Incident #</u>	Nature of Incident	Offense Code	Loctn Code	Disposition
25C003228	Property Check	8309	LECAR	Closed Case
25C003229	Property Check	8309	LECAR	Closed Case
25C003229	Property Check	8309	LECAR	Closed Case
25C003230	Suspicious			Closed Case
25C003231	Business Alarm			Closed Case
25C003232	Road Hazard			Active
25C003233	Alarm, Residenc			Closed Case
25C003234	Business Alarm			Closed Case
25C003235	Citizen Assist			Closed Case
25C003236	Business Alarm			Closed Case
25C003237	Pedestrian Chk			Closed Case
25C003238	Assist Agency			Closed Case
25C003239	Information			Active
25C003240	Road Hazard			Closed Case
25C003241	Business Alarm			Closed Case
25C003242	Information	8201	LECAR	Closed Case
25C003243	Business Alarm	7701	LECAR	Closed Case
25C003244	Traffic Stop	5420	LECAR	Closed Case
25C003245	Traffic Stop	5420	LECAR	Closed Case
25C003246	Traffic Stop	5420	LECAR	Closed Case
25C003247	Traffic Stop	5420	LECAR	Closed Case
25C003248	Welfare Check	5580	LECAR	Closed Case
25C003249	Traffic Stop	5420	LECAR	Closed Case
25C003250	Mental Health	5580	LECAR	Closed Case
25C003251	Traffic Stop	5420	LECAR	Closed Case
25C003252	Traffic Stop	5420	LECAR	Closed Case
25C003253	Property Check	8309	LECAR	Closed Case
25C003254	Property Check	8309	LECAR	Closed Case
25C003255	Property Check	8309	LECAR	Closed Case
25C003256	Property Check	8309	LECAR	Closed Case
25C003257	Property Check	8309	LECAR	Closed Case
25C003258	Property Check	8309	LECAR	Closed Case
25C003259	Property Check	8309	LECAR	Closed Case
25C003260	Property Check	8309	LECAR	Closed Case
25C003261	Property Check	8309	LECAR	Closed Case
25C003262	Property Check	8309	LECAR	Closed Case
25C003263	Property Check	8309	LECAR	Closed Case
25C003264	Property Check	8309	LECAR	Closed Case
25C003265	Property Check	8309	LECAR	Closed Case
25C003266	Property Check	8309	LECAR	Closed Case
25C003267	Property Check	8309	LECAR	Closed Case
25C003268	Suspicious	8305	LECAR	Closed Case
25C003269	Suspicious	8305	LECAR	Closed Case
25C003270	Theft			Closed Case
25C003271	Suspicious			Closed Case
25C003272	Information			Closed Case
25C003273	SOR Update Reg			Closed Case
25C003274	Citizen Assist			Closed Case
25C003275	Theft			Inactive
25C003276	Civil Complaint			Closed Case
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Incident Audit Report Page 17 of 24

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<u>Incident #</u> 25C003277	Nature of Incident Citizen Dispute	Offense Code	Loctn Code	<u>Disposition</u> Closed Case
25C003277 25C003278	Traffic Complet			Active
	-			Closed Case
25C003279	Suspicious Citizen Assist	8201	LECAR	Closed Case Closed Case
25C003280		8201		
25C003281	Suspicious		LECAR	Closed Case Active
25C003282	Crim Mischief		LECAR	
25C003283	Noise/Disturb		LECAR	Closed Case Closed Case
25C003284	Suspicious	9205	LECAR	
25C003285	Suspicious	8305	LECAR	Closed Case
25C003286	Traffic Stop	5420	LECAR	Closed Case
25C003287	Property Check	8309	LECAR	Closed Case
25C003288	Property Check	8309	LECAR	Closed Case
25C003289	Property Check	8309	LECAR	Closed Case
25C003290	Property Check	8309	LECAR	Closed Case
25C003291	Property Check	8309	LECAR	Closed Case
25C003292	Property Check	8309	LECAR	Closed Case
25C003293	Property Check	8309	LECAR	Closed Case
25C003294	Property Check	8309	LECAR	Closed Case
25C003295	Property Check	8309	LECAR	Closed Case
25C003296	Property Check	8309	LECAR	Closed Case
25C003297	Property Check	8309	LECAR	Closed Case
25C003298	Property Check	8309	LECAR	Closed Case
25C003299	Property Check	8309	LECAR	Closed Case
25C003300	Property Check	8309	LECAR	Closed Case
25C003301	Property Check	8309	LECAR	Closed Case
25C003302	Suspicious	8305	LECAR	Closed Case
25C003303	Trespass		LECAR	Closed Case
25C003304	SOR Update Reg		LECAR	Closed Case
25C003305	Crash, PD		LECAR	Closed Case
25C003306	Found Property		LECAR	Closed Case
25C003307	Property Check		LECAR	Closed Case
25C003308	Background Chk		LECAR	Closed Case
25C003309	Trespass		LECAR	Closed Case
25C003310	Domestic		LECAR	Closed Case
25C003311	Citizen Assist		LECAR	Closed Case
25C003312	Crim Threatenin	1340	LECAR	Active
25C003313	Information	8011	LECAR	Closed Case
25C003314	Traffic Stop	5420	LECAR	Closed Case
25C003315	Information	8011	LECAR	Closed Case
25C003316	Traffic Stop	5420	LECAR	Closed Case
25C003317	Property Check	8309	LECAR	Closed Case
25C003318	Property Check	8309	LECAR	Closed Case
25C003319	Property Check	8309	LECAR	Closed Case
25C003320	Property Check	8309	LECAR	Closed Case
25C003321	Property Check	8309	LECAR	Closed Case
25C003322	Property Check	8309	LECAR	Closed Case
25C003323	Property Check	8309	LECAR	Closed Case
25C003324	Property Check	8309	LECAR	Closed Case
25C003325	Property Check	8309	LECAR	Closed Case
25C003326	Property Check	8309	LECAR	Closed Case

Incident Audit Report Page 18 of 24

Incident #	Nature of Incident	Offense Code	Loctn Code	Disposition
25C003327	Property Check	8309	LECAR	Closed Case
25C003328	Property Check	8309	LECAR	Closed Case
25C003329	Property Check	8309	LECAR	Closed Case
25C003330	Property Check	8309	LECAR	Closed Case
25C003331	Property Check	8309	LECAR	Closed Case
25C003332	Property Check	8309	LECAR	Closed Case
25C003333	Property Check	8309	LECAR	Closed Case
25C003334	Property Check	8309	LECAR	Closed Case
25C003335	Property Check	8309	LECAR	Closed Case
25C003336	Property Check	8309	LECAR	Closed Case
25C003337	Property Check	8309	LECAR	Closed Case
25C003338	Property Check	8309	LECAR	Closed Case
25C003339	Property Check	8309	LECAR	Closed Case
25C003340	Disorderly	5311	LECAR	Closed Case
25C003341	Information	0011	LECAR	Closed Case
25C003342	Trespass		LECAR	Closed Case
25C003342 25C003343	Motorist Assist		LECAR	Closed Case
25C003344	Suspicious		LECAR	Closed Case
25C003344 25C003345	Suspicious		LECAR	Closed Case
25C003345 25C003346	Road Hazard		LECAR	Closed Case
25C003347	Business Alarm		LECAR	Closed Case
25C003347 25C003348	Traffic Stop		LECAR	Closed Case
25C003349	Traffic Stop		LECAR	Closed Case
25C003349 25C003350	Suspicious		LECAR	Closed Case
25C003350 25C003351	Traffic Stop		LECAR	Closed Case
25C003351 25C003352	Information		LECAR	Closed Case
25C003352 25C003353	Traffic Stop		LECAR	Active
25C003353 25C003354	Trespass	5707	LECAR	Clrd adult arrest
25C003354 25C003355	Trespass	3707	LECAR	Closed Case
25C003355 25C003356	Road Hazard		LECAR	Closed Case
25C003350 25C003357	Suspicious		LECAR	Closed Case
25C003357 25C003358	Traffic Stop		LECAR	Active
25C003358 25C003359	Crim Mischief		LECAR	Closed Case
25C003359 25C003360	Traffic Stop		LECAR	Closed Case Closed Case
25C003360 25C003361	Traffic Stop		LECAR	Closed Case
25C003361 25C003362	•	8910	LECAR	Clrd adult arrest
25C003362 25C003363	Warrant Arrest	8910	LECAR	Closed Case
25C003364	Suspicious Traffic Stan		LECAR	Closed Case Closed Case
	Traffic Stop			Closed Case Closed Case
25C003365	Info Request	8209	LECAR	Closed Case Closed Case
25C003366	911 Hang Up		LECAR LECAR	Closed Case Closed Case
25C003367	Traffic Stop	5420	LECAR	Unfounded
25C003368	Suspicious	8305		
25C003369	Traffic Stop	5420	LECAR	Active Closed Case
25C003370	Traffic Stop	5420	LECAR	
25C003371	Traffic Stop	5420	LECAR	Closed Case
25C003372	Traffic Stop	5420	LECAR	Closed Case
25C003373	911 Hang Up	8209	LECAR	Unfounded
25C003374	Traffic Stop	8309	LECAR	Closed Case
25C003375	Traffic Stop	8309	LECAR	Closed Case
25C003376	Traffic Stop	5420	LECAR	Closed Case

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Incident Audit Report Page 19 of 24

25C003377	Incident #	Nature of Incident	Offense Code	Loctn Code	<u>Disposition</u>
S2C003380		•			
25C003380					
25C003381 Suspicious 8305 LECAR Unfounded 25C003382 Pedestrian Chk 8201 LECAR Closed Case 25C003383 Property Check 8309 LECAR Closed Case 25C003385 Property Check 8309 LECAR Closed Case 25C003386 Property Check 8309 LECAR Closed Case 25C003387 Property Check 8309 LECAR Closed Case 25C003388 Property Check 8309 LECAR Closed Case 25C003389 Property Check 8309 LECAR Closed Case 25C003391 Property Check 8309 LECAR Closed Case 25C003392 Suspicious 8305 LECAR Closed Case 25C003393 Property Check 8309 LECAR Closed Case 25C003394 Property Check 8309 LECAR Closed Case 25C003395 Property Check 8309 LECAR Closed Case 25C003396 Property Check <t< td=""><td></td><td></td><td></td><td></td><td></td></t<>					
25C003382 Pedestrian Chk 8201 LECAR Closed Case 25C003383 Property Check 8309 LECAR Closed Case 25C003384 Property Check 8309 LECAR Closed Case 25C003385 Property Check 8309 LECAR Closed Case 25C003387 Property Check 8309 LECAR Closed Case 25C003389 Property Check 8309 LECAR Closed Case 25C003389 Property Check 8309 LECAR Closed Case 25C003390 Property Check 8309 LECAR Closed Case 25C003391 Property Check 8309 LECAR Closed Case 25C003392 Suspicious 8305 LECAR Closed Case 25C003393 Property Check 8309 LECAR Closed Case 25C003393 Property Check 8309 LECAR Closed Case 25C003395 Property Check 8309 LECAR Closed Case 25C003397 Property Check		-			
25C003384 Property Check 8309 LECAR Closed Case 25C003385 Property Check 8309 LECAR Closed Case 25C003386 Property Check 8309 LECAR Closed Case 25C003387 Property Check 8309 LECAR Closed Case 25C003388 Property Check 8309 LECAR Closed Case 25C003390 Property Check 8309 LECAR Closed Case 25C003391 Property Check 8309 LECAR Closed Case 25C003392 Suspicious 8305 LECAR Closed Case 25C003393 Property Check 8309 LECAR Closed Case 25C003394 Property Check 8309 LECAR Closed Case 25C003395 Property Check 8309 LECAR Closed Case 25C003397 Noise/Disturb 7303 LECAR Closed Case 25C003397 Noise/Disturb 7303 LECAR Closed Case 25C003398 Property Check		-			
25C003384					
25C003385 Property Check 8309 LECAR Closed Case 25C003387 Property Check 8309 LECAR Closed Case 25C003388 Property Check 8309 LECAR Closed Case 25C003388 Property Check 8309 LECAR Closed Case 25C003390 Property Check 8309 LECAR Closed Case 25C003391 Property Check 8309 LECAR Closed Case 25C003392 Suspicious 8305 LECAR Closed Case 25C003393 Property Check 8309 LECAR Closed Case 25C003394 Property Check 8309 LECAR Closed Case 25C003395 Property Check 8309 LECAR Closed Case 25C003396 Property Check 8309 LECAR Closed Case 25C003397 Noise/Disturb 7303 LECAR Closed Case 25C003399 Property Check 8309 LECAR Closed Case 25C003400 Property Check					
25C003386 Property Check 8309 LECAR Closed Case 25C003387 Property Check 8309 LECAR Closed Case 25C003389 Property Check 8309 LECAR Closed Case 25C003390 Property Check 8309 LECAR Closed Case 25C003391 Property Check 8309 LECAR Closed Case 25C003392 Suspicious 8305 LECAR Closed Case 25C003393 Property Check 8309 LECAR Closed Case 25C003394 Property Check 8309 LECAR Closed Case 25C003395 Property Check 8309 LECAR Closed Case 25C003397 Noise/Disturb 7303 LECAR Closed Case 25C003398 Property Check 8309 LECAR Closed Case 25C003399 Property Check 8309 LECAR Closed Case 25C003400 Property Check 8309 LECAR Closed Case 25C003401 Property Check					
25C003387					Closed Case
25C003388	25C003386				Closed Case
25C003389	25C003387	Property Check	8309	LECAR	Closed Case
25C003390 Property Check 8309 LECAR Closed Case 25C003392 Suspicious 8305 LECAR Closed Case 25C003393 Property Check 8309 LECAR Closed Case 25C003394 Property Check 8309 LECAR Closed Case 25C003395 Property Check 8309 LECAR Closed Case 25C003396 Property Check 8309 LECAR Closed Case 25C003397 Noise/Disturb 7303 LECAR Closed Case 25C003398 Property Check 8309 LECAR Closed Case 25C003399 Property Check 8309 LECAR Closed Case 25C003390 Property Check 8309 LECAR Closed Case 25C003400 Property Check 8309 LECAR Closed Case 25C003401 Property Check 8309 LECAR Closed Case 25C003402 Property Check 8309 LECAR Closed Case 25C003403 Property Check	25C003388	Property Check	8309	LECAR	Closed Case
25C003391 Property Check 8309 LECAR Closed Case 25C003392 Suspicious 8305 LECAR Closed Case 25C003393 Property Check 8309 LECAR Closed Case 25C003394 Property Check 8309 LECAR Closed Case 25C003395 Property Check 8309 LECAR Closed Case 25C003397 Noise/Disturb 7303 LECAR Closed Case 25C003397 Noise/Disturb 7303 LECAR Closed Case 25C003398 Property Check 8309 LECAR Closed Case 25C003400 Property Check 8309 LECAR Closed Case 25C003401 Property Check 8309 LECAR Closed Case 25C003402 Property Check 8309 LECAR Closed Case 25C003404 Property Check 8309 LECAR Closed Case 25C003405 Property Check 8309 LECAR Closed Case 25C003406 Property Check	25C003389	Property Check	8309	LECAR	Closed Case
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25C003425 Crim Mischief LECAR Closed Case	25C003423				Closed Case
	25C003424	Traffic Stop	5420	LECAR	Closed Case
25C003426 Paper Service LECAR Closed Case		Crim Mischief		LECAR	Closed Case
	25C003426	Paper Service		LECAR	Closed Case

Incident Audit Report Page 20 of 24

Incident #	Nature of Incident	Offense Code	Loctn Code	Disposition
25C003427	Crash, PD		LECAR	Closed Case
25C003428	Background Chk		LECAR	Closed Case
25C003429	Found Property		LECAR	For Information Only
25C003430	PFA Violation	3811	LECAR	Clrd adult arrest
25C003431	Paper Service		LECAR	Closed Case
25C003432	Citizen Assist	8201	LECAR	Closed Case
25C003433	Mental Health	5580	LECAR	Closed Case
25C003434	Traffic Stop		LECAR	Closed Case
25C003435	Information	8201	LECAR	Closed Case
25C003436	Traffic Stop	5420	LECAR	Closed Case
25C003437	Noise/Disturb	8201	LECAR	Closed Case
25C003438	Mental Health	5580	LECAR	Closed Case
25C003439	Property Check	8309	LECAR	Closed Case
25C003440	Traffic Stop		LECAR	Closed Case
25C003441	Property Check	8309	LECAR	Closed Case
25C003442	Property Check	8309	LECAR	Closed Case
25C003443	Property Check	8309	LECAR	Closed Case
25C003444	Property Check	8309	LECAR	Closed Case
25C003445	Property Check	8309	LECAR	Closed Case
25C003446	Property Check	8309	LECAR	Closed Case
25C003447	Property Check	8309	LECAR	Closed Case
25C003447 25C003448	Property Check	8309	LECAR	Closed Case
25C003449	Property Check	8309	LECAR	Closed Case
25C003450	Traffic Stop	5420	LECAR	Closed Case
25C003450 25C003451	Traffic Stop	5420	LECAR	Closed Case
25C003451 25C003452	Traffic Stop	5420	LECAR	Closed Case
25C003452 25C003453	Disorderly	5707	LECAR	Closed Case
25C003454	Citizen Assist	8201	LECAR	Closed Case
25C003454 25C003455	Traffic Complnt	5424	LECAR	Closed Case
25C003456	Welfare Check	J 727	LECAR	Closed Case
25C003457	Animal Problem	8201	LECAR	Closed Case
25C003457 25C003458	Traffic Stop	5420	LECAR	Closed Case
25C003458 25C003459	Traffic Stop	5420	LECAR	Closed Case Closed Case
25C003459 25C003460	Traffic Stop	5420	LECAR	Closed Case Closed Case
25C003460 25C003461	Traffic Stop	5420	LECAR	Closed Case Closed Case
25C003461 25C003462	Suspicious	3420	LECAK	Closed Case Closed Case
25C003462 25C003463	*	8309	LECAR	Closed Case Closed Case
25C003463 25C003464	Property Check Suspicious	8305	LECAR	Closed Case Closed Case
	-		LECAR	Active
25C003465	Traffic Stop	5420	LECAR	
25C003466	Property Check	8309		Closed Case Closed Case
25C003467	Suspicious	8305	LECAR	
25C003468	Suspicious	0200	LECAD	Closed Case
25C003469	Property Check	8309	LECAR	Closed Case
25C003470	Property Check	8309	LECAD	Closed Case
25C003471	Property Check	8309	LECAR	Closed Case
25C003472	Property Check	8309	LECAR	Closed Case
25C003473	Property Check	8309	LECAR	Closed Case
25C003474	Property Check	8309	LECAR	Closed Case
25C003475	Property Check	8309	LECAR	Closed Case
25C003476	Property Check	8309	LECAR	Closed Case

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Incident Audit Report Page 21 of 24

Incident #	Nature of Incident	Offense Code	Loctn Code	<u>Disposition</u>
25C003477	Property Check	8309	LECAR	Closed Case
25C003478	Suspicious			Closed Case
25C003479	Warrant Arrest	8910	LECAR	Clrd adult arrest
25C003480	Traffic Stop			Closed Case
25C003481	Paper Service			Closed Case
25C003482	Road Hazard			Closed Case
25C003483	Business Alarm			Closed Case
25C003484	Info Request	8201	LECAR	Closed Case
25C003485	Traffic Stop			Closed Case
25C003486	Erratic Driving			Closed Case
25C003487	SOR Update Reg		LECAR	Closed Case
25C003488	Suspicious	5707	LECAR	Closed Case
25C003489	Suspicious	8305	LECAR	Closed Case
25C003490	Disorderly	5311	LECAR	Closed Case
25C003491	Property Check	8309	LECAR	Closed Case
25C003492	Property Check	8309	LECAR	Closed Case
25C003493	Property Check	8309	LECAR	Closed Case
25C003494	Property Check	8309	LECAR	Closed Case
25C003495	Property Check	8309	LECAR	Closed Case
25C003496	Property Check	8309	LECAR	Closed Case
25C003497	Property Check	8309	LECAR	Closed Case
25C003498	Property Check	8309	LECAR	Closed Case
25C003499	Property Check	8309	LECAR	Closed Case
25C003500	Harassment		LECAR	Active
25C003501	Assist Agency	7610	LECAR	Closed Case
25C003502	Traffic Stop		LECAR	Closed Case
25C003503	Suspicious	8305	LECAR	Closed Case
25C003504	Theft	2601	LECAR	Clrd adult arrest
25C003505	Assist Agency		LECAR	Active
25C003506	Warrant Arrest	8910	LECAR	Closed Case
25C003507	Traffic Stop	5420	LECAR	Closed Case
25C003508	Traffic Stop	5420	LECAR	Closed Case
25C003509	Suspicious		LECAR	Closed Case
25C003510	Traffic Stop	5420	LECAR	Closed Case
25C003511	Traffic Stop		LECAR	Closed Case
25C003512	Traffic Stop	5420	LECAR	Closed Case
25C003513	Traffic Complnt	5424	LECAR	Closed Case
25C003514	Traffic Stop	5411	LECAR	Clrd adult arrest
25C003515	Business Alarm	0.11	LECAR	Closed Case
25C003516	Information	8011	LECAR	Closed Case
25C003517	Property Check	8309	LECAR	Closed Case
25C003517 25C003518	Property Check	8309	LECAR	Closed Case
25C003510 25C003519	Property Check	8309	LECAR	Closed Case
25C003519 25C003520	Property Check	8309	LECAR	Closed Case
25C003520 25C003521	Property Check	8309	LECAR	Closed Case
25C003521 25C003522	Property Check	8309	LECAR	Closed Case
25C003522 25C003523	Property Check	8309	LECAR	Closed Case
25C003523 25C003524	Property Check	8309	LECAR	Closed Case
25C003524 25C003525	Property Check Property Check	8309	LECAR	Closed Case
				Closed Case
25C003526	Property Check	8309	LECAR	Closed Case

Incident Audit Report Page 22 of 24

Incident #	Nature of Incident	Offense Code	Loctn Code	Disposition
25C003527	Property Check	8309	LECAR	Closed Case
25C003528	Property Check	8309	LECAR	Closed Case
25C003529	Property Check	8309	LECAR	Closed Case
25C003530	Property Check	8309	LECAR	Closed Case
25C003531	Traffic Stop	5420	LECAR	Closed Case
25C003532	Suspicious		LECAR	Closed Case
25C003533	DHHS Referral		LECAR	Closed Case
25C003534	Traffic Stop	5411	LECAR	Closed Case
25C003534	Traffic Stop	5420	LECAR	Closed Case
25C003535	Traffic Stop		LECAR	Closed Case
25C003536	911 Hang Up	8209	LECAR	Unfounded
25C003537	Disorderly	2901	LECAR	Clrd adult arrest
25C003538	Business Alarm		LECAR	Closed Case
25C003539	Welfare Check		LECAR	Closed Case
25C003540	Traffic Stop	5411	LECAR	Closed Case
25C003540	Traffic Stop	5420	LECAR	Closed Case
25C003541	Noise/Disturb	7303	LECAR	Unfounded
25C003542	Traffic Stop	5420	LECAR	Closed Case
25C003543	Paper Service	9002	LECAR	Closed Case
25C003544	Traffic Stop	5420	LECAR	Closed Case
25C003545	Traffic Stop		LECAR	Closed Case
25C003546	Citizen Assist	8201	LECAR	Closed Case
25C003547	911 Hang Up	8209	LECAR	Closed Case
25C003548	Missing Person		LECAR	Closed Case
25C003549	Citizen Assist	8201	LECAR	Closed Case
25C003550	Traffic Complnt	5424	LECAR	Closed Case
25C003551	Traffic Complnt		LECAR	Active
25C003552	Suspicious	8305	LECAR	Active
25C003553	Property Check	8309	LECAR	Closed Case
25C003554	Property Check	8309	LECAR	Closed Case
25C003555	Property Check	8309	LECAR	Closed Case
25C003556	Property Check	8309	LECAR	Closed Case
25C003557	Property Check	8309	LECAR	Closed Case
25C003558	Property Check	8309	LECAR	Closed Case
25C003559	Property Check	8309	LECAR	Closed Case
25C003560	Property Check	8309	LECAR	Closed Case
25C003561	Property Check	8309	LECAR	Closed Case
25C003562	Property Check	8309	LECAR	Closed Case
25C003563	Property Check	8309	LECAR	Closed Case
25C003564	Property Check	8309	LECAR	Closed Case
25C003565	Property Check	8309	LECAR	Closed Case
25C003566	Property Check	8309	LECAR	Closed Case
25C003567	Property Check	8309	LECAR	Closed Case
25C003568	Theft	2330	LECAR	Active
25C003569	Traffic Stop	5411	LECAR	Closed Case
25C003569	Traffic Stop	5420	LECAR	Closed Case
25C003570	Traffic Stop		LECAR	Closed Case
25C003571	Traffic Stop	5420	LECAR	Closed Case
25C003572	ACO Complaint	7631	LECAR	Closed Case
25C003573	Traffic Stop	5420	LECAR	Closed Case

Incident Audit Report Page 23 of 24

Incident #	Nature of Incident	Offense Code	Loctn Code	<u>Disposition</u>
25C003574	Information		LECAR	Closed Case
25C003575	Trespass	5.100	LECAR	Active
25C003576	Traffic Stop	5420	LECAR	Closed Case
25C003577	Escort		LECAR	Closed Case
25C003578	Assist Agency	8201	LECAR	Transferred
25C003579	DHHS Referral		LECAR	Active
25C003580	Traffic Stop		LECAR	Closed Case
25C003581	Online Harass	8201	LECAR	Closed Case
25C003582	Traffic Stop		LECAR	Closed Case
25C003583	ACO Complaint	6405	LECAR	Closed Case
25C003584	Traffic Stop		LECAR	Closed Case
25C003585	Traffic Stop		LECAR	Closed Case
25C003586	Juvenile Prob	8201	LECAR	Closed Case
25C003587	Citizen Assist		LECAR	Closed Case
25C003588	Found Property	7802	LECAR	Closed Case
25C003589	Utility Problem	7610	LECAR	Closed Case
25C003590	Traffic Complnt	5424	LECAR	Unfounded
25C003591	Citizen Dispute	8201	LECAR	Closed Case
25C003592	Traffic Complnt		LECAR	Unfounded
25C003593	Suspicious		LECAR	Closed Case
25C003594	911 Hang Up		LECAR	Closed Case
25C003595	Traffic Stop	5420	LECAR	Closed Case
25C003596	Citizen Assist	8201	LECAR	Closed Case
25C003597	Assist Agency		LECAR	Closed Case
25C003598	Citizen Assist		LECAR	Closed Case
25C003599	Information		LECAR	Closed Case
25C003600	Property Check	8309	LECAR	Closed Case
25C003601	Property Check	8309	LECAR	Closed Case
25C003602	Property Check	8309	LECAR	Closed Case
25C003603	Property Check	8309	LECAR	Closed Case
25C003604	Property Check	8309		Closed Case
25C003605	Property Check	8309	LECAR	Closed Case
25C003606	Property Check	8309	LECAR	Closed Case
25C003607	Suspicious		LECAR	Closed Case
25C003608	Business Alarm	7701	LECAR	Unfounded
25C003609	SOR Update Reg		LECAR	Closed Case
25C003610	Traffic Stop	5420	LECAR	Closed Case
25C003611	Theft		LECAR	Active
25C003612	Background Chk		LECAR	Closed Case
25C003613	Background Chk		LECAR	Closed Case
25C003614	Information		LECAR	Closed Case
25C003615	Traffic Stop	5420	LECAR	Closed Case
25C003616	Traffic Stop	5411	LECAR	Closed Case
25C003616	Traffic Stop	5411	LECAR	Closed Case
25C003617	Escort	8202	LECAR	Closed Case
25C003618	Citizen Assist	8307	LECAR	Closed Case
25C003619	Suspicious		LECAR	Closed Case
25C003620	Information	5424	LECAR	Closed Case
25C003621	ACO Complaint		LECAR	Closed Case
25C003622	Traffic Offense			Closed Case

Incident Audit Report Page 24 of 24

Incident # 25C003623 25C003624 25C003625	Nature of Incident Suspicious Traffic Stop Citizen Assist	Offense Code 8305	Loctn Code LECAR LECAR LECAR	Disposition Unfounded Closed Case Closed Case
25C003626 25C003627	Lost Property Traffic Stop	5411	LECAR LECAR	Closed Case Clrd adult arrest
25C003628 25C003629 25C003631	Traffic Stop Noise/Disturb Information	5420 7303	LECAR LECAR LECAR	Closed Case Closed Case Closed Case

Total reported: 1152

Report Includes:

All dates reported between '00:00:00 04/01/25' and '23:59:59 04/30/25', All agencies matching 'CPD', All nature of incidents, All offenses observed, All offenses reported, All offense codes, All dispositions, All responsible officers, All locations

THE DATE STATE

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

May 20, 2025

In the Clerk's Office we handle several different items, such as Elections, General Assistance, FOAA Requests, tax payments and several other things. In April we received 2 FOAA Requests, processed 2 new General Assistance applications as well as some repeat clients.

TRANS		1 400					
ATV REGISTRATION 0 \$ BIRTH RECORDS 74 \$ 1,278.00 BOAT REG 30 \$ 2,377.20 BUILDING PERMITS 6 \$ 300.00 CITY OWN PROPERTY 0 \$ CONNOR BOAT 5 \$ 539.80 DEATH RECORDS 18 \$ 952.00 DOG LICENSES 7 \$ 245.00 FAX FEE & PHOTO COPY 1 \$ 5.25 FISHING LICENSE 20 \$ 540.00 HUNTING LICENSE 14 \$ 379.00 IN TOWN REG 3 \$ 101.14 MARRIAGE RECORDS 32 \$ 628.00 MISC. INCOME 0 \$ MISC. LICENSES 10 \$ 430.00 MISC. LICENSES 10 \$ 430.00 MISC. RECEIPTS 3 \$ 465.00 MOTOR VEHICLE 811 \$ 206,238.06 NOTARY FEES 13 \$ 80.00 PERSONAL PROPERTY PAYMENT 4 \$ 153.85 PLUMBING PERMITS 2 \$ 80.00 PMTS. IN LIEU OF TAX 0 \$ REAL ESTATE PAYMENT 283 \$ 127,905.27 REZONING REQ/SUBDIVISION REVIEW 0 \$ SITE DESIGN REVIEW 0 \$ TAX ACQUIRED LIEN PAYMENT 0 \$ TAX ACQUIRED LIEN PAYMENT 0 \$ TAX ALEN PAYMENT 0 \$ TAX ALEN PAYMENT 17 \$ 11,277.38 TRAILER PARK LOT RENT 0 \$		TRANS		AMOUNT			
BIRTH RECORDS	Accounts Receivable	1		400			
BOAT REG 30 \$ 2,377.20 BUILDING PERMITS 6 \$ 300.00 CITY OWN PROPERTY 0 \$ - CONNOR BOAT 5 \$ 539.80 DEATH RECORDS 18 \$ 952.00 DOG LICENSES 7 \$ 245.00 FAX FEE & PHOTO COPY 1 \$ 5.25 FISHING LICENSE 20 \$ 540.00 HUNTING LICENSE 14 \$ 379.00 IN TOWN REG 3 \$ 101.14 MARRIAGE RECORDS 32 \$ 628.00 MISC. INCOME 0 \$ - MISC. LICENSES 10 \$ 430.00 MISC. RECEIPTS 3 \$ 465.00 MOTOR VEHICLE 811 \$ 206,238.06 NOTARY FEES 13 \$ 80.00 PERSONAL PROPERTY PAYMENT 4 \$ 153.85 PLUMBING PERMITS 2 \$ 80.00 PMTS. IN LIEU OF TAX 0 \$ - REAL ESTATE PAYMENT 283 \$ 127,905.27 REZONING REQ/SUBDIVISION REVIEW 0 \$ - </td <td>ATV REGISTRATION</td> <td>0</td> <td>\$</td> <td>-</td>	ATV REGISTRATION	0	\$	-			
BUILDING PERMITS 6 \$ 300.00 CITY OWN PROPERTY 0 \$ - CONNOR BOAT 5 \$ 539.80 DEATH RECORDS 18 \$ 952.00 DOG LICENSES 7 \$ 245.00 FAX FEE & PHOTO COPY 1 \$ 5.25 FISHING LICENSE 20 \$ 540.00 HUNTING LICENSE 14 \$ 379.00 IN TOWN REG 3 \$ 101.14 MARRIAGE RECORDS 32 \$ 628.00 MISC. INCOME 0 \$ - MISC. LICENSES 10 \$ 430.00 MISC. RECEIPTS 3 \$ 465.00 MOTOR VEHICLE 811 \$ 206,238.06 NOTARY FEES 13 \$ 80.00 PERSONAL PROPERTY PAYMENT 4 \$ 153.85 PLUMBING PERMITS 2 \$ 80.00 PMTS. IN LIEU OF TAX 0 \$ - REAL ESTATE PAYMENT 283 \$ 127,905.27 REZONING REQ/SUBDIVISION REVIEW 0 \$ - SIGN PERMITS 0 \$ - TAX ACQUIRED REAL ESTATE PAYMENT 0 \$ - TAX ACQUIRED LIEN PAYMENT 17 \$ 11,277.38 TRAILER PARK LOT RENT 0 \$ - ZONING DOCUMENT FEE 0 \$ -	BIRTH RECORDS	74	\$	1,278.00			
CITY OWN PROPERTY 0 \$ - CONNOR BOAT 5 \$ 539.80 DEATH RECORDS 18 \$ 952.00 DOG LICENSES 7 \$ 245.00 FAX FEE & PHOTO COPY 1 \$ 5.25 FISHING LICENSE 20 \$ 540.00 HUNTING LICENSE 14 \$ 379.00 IN TOWN REG 3 \$ 101.14 MARRIAGE RECORDS 32 \$ 628.00 MISC. INCOME 0 \$ - MISC. LICENSES 10 \$ 430.00 MISC. RECEIPTS 3 \$ 465.00 MOTOR VEHICLE 811 \$ 206,238.06 NOTARY FEES 13 \$ 80.00 PERSONAL PROPERTY PAYMENT 4 \$ 153.85 PLUMBING PERMITS 2 \$ 80.00 PMTS. IN LIEU OF TAX 0 \$ - REZONING REQ/SUBDIVISION REVIEW 0 \$ - <td>BOAT REG</td> <td>30</td> <td></td> <td>2,377.20</td>	BOAT REG	30		2,377.20			
CONNOR BOAT 5 \$ 539.80 DEATH RECORDS 18 \$ 952.00 DOG LICENSES 7 \$ 245.00 FAX FEE & PHOTO COPY 1 \$ 5.25 FISHING LICENSE 20 \$ 540.00 HUNTING LICENSE 14 \$ 379.00 IN TOWN REG 3 \$ 101.14 MARRIAGE RECORDS 32 \$ 628.00 MISC. INCOME 0 \$ - MISC. LICENSES 10 \$ 430.00 MISC. RECEIPTS 3 \$ 465.00 MOTOR VEHICLE 811 \$ 206,238.06 NOTARY FEES 13 \$ 80.00 PERSONAL PROPERTY PAYMENT 4 \$ 153.85 PLUMBING PERMITS 2 \$ 80.00 PMTS. IN LIEU OF TAX 0 \$ - REAL ESTATE PAYMENT 283 \$ 127,905.27 REZONING REQ/SUBDIVISION REVIEW 0 \$ - SITE DESIGN REVIEW 0 \$ - SITE DESIGN REVIEW 0 \$ - SNOWMOBILE REGISTRATION 0 \$ -	BUILDING PERMITS	6	\$	300.00			
DEATH RECORDS 18 \$ 952.00 DOG LICENSES 7 \$ 245.00 FAX FEE & PHOTO COPY 1 \$ 5.25 FISHING LICENSE 20 \$ 540.00 HUNTING LICENSE 14 \$ 379.00 IN TOWN REG 3 \$ 101.14 MARRIAGE RECORDS 32 \$ 628.00 MISC. INCOME 0 \$ - MISC. LICENSES 10 \$ 430.00 MISC. RECEIPTS 3 \$ 465.00 MOTOR VEHICLE 811 \$ 206,238.06 NOTARY FEES 13 \$ 80.00 PERSONAL PROPERTY PAYMENT 4 \$ 153.85 PLUMBING PERMITS 2 \$ 80.00 PMTS. IN LIEU OF TAX 0 \$ - REAL ESTATE PAYMENT 283 \$ 127,905.27 REZONING REQ/SUBDIVISION REVIEW 0 \$ - SIGN PERMITS 0 \$ - SITE DESIGN REVIEW 0 \$ - SINOWMOBILE REGISTRATION 0 \$ - TAX ACQUIRED REAL ESTATE PAYMENT 0 <td< td=""><td>CITY OWN PROPERTY</td><td>0</td><td>\$</td><td>-</td></td<>	CITY OWN PROPERTY	0	\$	-			
DOG LICENSES	CONNOR BOAT	5	\$	539.80			
FAX FEE & PHOTO COPY 1 \$ 5.25 FISHING LICENSE 20 \$ 540.00 HUNTING LICENSE 14 \$ 379.00 IN TOWN REG 3 \$ 101.14 MARRIAGE RECORDS 32 \$ 628.00 MISC. INCOME 0 \$ - MISC. LICENSES 10 \$ 430.00 MISC. RECEIPTS 3 \$ 465.00 MOTOR VEHICLE 811 \$ 206,238.06 NOTARY FEES 13 \$ 80.00 PERSONAL PROPERTY PAYMENT 4 \$ 153.85 PLUMBING PERMITS 2 \$ 80.00 PMTS. IN LIEU OF TAX 0 \$ - REAL ESTATE PAYMENT 283 \$ 127,905.27 REZONING REQ/SUBDIVISION REVIEW 0 \$ - SIGN PERMITS 0 \$ - SIGN PERM	DEATH RECORDS	18	\$	952.00			
FISHING LICENSE 20 \$ 540.00 HUNTING LICENSE 14 \$ 379.00 IN TOWN REG 3 \$ 101.14 MARRIAGE RECORDS 32 \$ 628.00 MISC. INCOME 0 \$ - MISC. LICENSES 10 \$ 430.00 MISC. RECEIPTS 3 \$ 465.00 MOTOR VEHICLE 811 \$ 206,238.06 NOTARY FEES 13 \$ 80.00 PERSONAL PROPERTY PAYMENT 4 \$ 153.85 PLUMBING PERMITS 2 \$ 80.00 PMTS. IN LIEU OF TAX 0 \$ - REAL ESTATE PAYMENT 283 \$ 127,905.27 REZONING REQ/SUBDIVISION REVIEW 0 \$ - SIGN PERMITS	DOG LICENSES	7	\$	245.00			
HUNTING LICENSE 14	FAX FEE & PHOTO COPY	1	\$	5.25			
IN TOWN REG 3	FISHING LICENSE	20	\$	540.00			
MARRIAGE RECORDS 32 \$ 628.00 MISC. INCOME 0 \$ - MISC. LICENSES 10 \$ 430.00 MISC. RECEIPTS 3 \$ 465.00 MOTOR VEHICLE 811 \$ 206,238.06 NOTARY FEES 13 \$ 80.00 PERSONAL PROPERTY PAYMENT 4 \$ 153.85 PLUMBING PERMITS 2 \$ 80.00 PMTS. IN LIEU OF TAX 0 \$ - REAL ESTATE PAYMENT 283 \$ 127,905.27 REZONING REQ/SUBDIVISION REVIEW 0 \$ - SIGN PERMITS 0 \$ - SITE DESIGN REVIEW 0 \$ - SNOWMOBILE REGISTRATION 0 \$ - TAX ACQUIRED REAL ESTATE PAYMENT 0 \$ - TAX ACQUIRED LIEN PAYMENT 0 \$ - TAX LIEN PAYMENT 17 \$ 11,277.38 TRAILER PARK LOT RENT 0 \$ - ZONING DOCUMENT FEE 0 \$ -	HUNTING LICENSE	14	\$	379.00			
MISC. INCOME 0 \$ - MISC. LICENSES 10 \$ 430.00 MISC. RECEIPTS 3 \$ 465.00 MOTOR VEHICLE 811 \$ 206,238.06 NOTARY FEES 13 \$ 80.00 PERSONAL PROPERTY PAYMENT 4 \$ 153.85 PLUMBING PERMITS 2 \$ 80.00 PMTS. IN LIEU OF TAX 0 \$ - REAL ESTATE PAYMENT 283 \$ 127,905.27 REZONING REQ/SUBDIVISION REVIEW 0 \$ - SIGN PERMITS 0 \$ - SITE DESIGN REVIEW 0 \$ - SNOWMOBILE REGISTRATION 0 \$ - TAX ACQUIRED REAL ESTATE PAYMENT 0 \$ - TAX LIEN PAYMENT 17 \$ 11,277.38 TRAILER PARK LOT RENT 0 \$ - ZONING DOCUMENT FEE 0 \$ -	IN TOWN REG	3	\$	101.14			
MISC. LICENSES 10 \$ 430.00 MISC. RECEIPTS 3 \$ 465.00 MOTOR VEHICLE 811 \$ 206,238.06 NOTARY FEES 13 \$ 80.00 PERSONAL PROPERTY PAYMENT 4 \$ 153.85 PLUMBING PERMITS 2 \$ 80.00 PMTS. IN LIEU OF TAX 0 \$ - REAL ESTATE PAYMENT 283 \$ 127,905.27 REZONING REQ/SUBDIVISION REVIEW 0 \$ - SIGN PERMITS 0 \$ - SITE DESIGN REVIEW 0 \$ - SNOWMOBILE REGISTRATION 0 \$ - TAX ACQUIRED REAL ESTATE PAYMENT 0 \$ - TAX ACQUIRED LIEN PAYMENT 0 \$ - TAX LIEN PAYMENT 17 \$ 11,277.38 TRAILER PARK LOT RENT 0 \$ - ZONING DOCUMENT FEE 0 \$ -	MARRIAGE RECORDS	32	\$	628.00			
MISC. RECEIPTS 3 \$ 465.00 MOTOR VEHICLE 811 \$ 206,238.06 NOTARY FEES 13 \$ 80.00 PERSONAL PROPERTY PAYMENT 4 \$ 153.85 PLUMBING PERMITS 2 \$ 80.00 PMTS. IN LIEU OF TAX 0 \$ - REAL ESTATE PAYMENT 283 \$ 127,905.27 REZONING REQ/SUBDIVISION REVIEW 0 \$ - SIGN PERMITS 0 \$ - SITE DESIGN REVIEW 0 \$ - SNOWMOBILE REGISTRATION 0 \$ - TAX ACQUIRED REAL ESTATE PAYMENT 0 \$ - TAX ACQUIRED LIEN PAYMENT 0 \$ - TAX LIEN PAYMENT 17 \$ 11,277.38 TRAILER PARK LOT RENT 0 \$ - ZONING DOCUMENT FEE 0 \$ -	MISC. INCOME	0	\$	-			
MOTOR VEHICLE 811 \$ 206,238.06 NOTARY FEES 13 \$ 80.00 PERSONAL PROPERTY PAYMENT 4 \$ 153.85 PLUMBING PERMITS 2 \$ 80.00 PMTS. IN LIEU OF TAX 0 \$ - REAL ESTATE PAYMENT 283 \$ 127,905.27 REZONING REQ/SUBDIVISION REVIEW 0 \$ - SIGN PERMITS 0 \$ - SITE DESIGN REVIEW 0 \$ - SNOWMOBILE REGISTRATION 0 \$ - TAX ACQUIRED REAL ESTATE PAYMENT 0 \$ - TAX ACQUIRED LIEN PAYMENT 0 \$ - TAX LIEN PAYMENT 17 \$ 11,277.38 TRAILER PARK LOT RENT 0 \$ - ZONING DOCUMENT FEE 0 \$ -	MISC. LICENSES	10	\$	430.00			
NOTARY FEES PERSONAL PROPERTY PAYMENT PLUMBING PERMITS PLUMBING PERMITS PHOMBING PERMITS PMTS. IN LIEU OF TAX REAL ESTATE PAYMENT REZONING REQ/SUBDIVISION REVIEW SIGN PERMITS SITE DESIGN REVIEW SITE DESIGN REVIEW SNOWMOBILE REGISTRATION TAX ACQUIRED REAL ESTATE PAYMENT TAX ACQUIRED LIEN PAYMENT TAX ACQUIRED LIEN PAYMENT TAX LIEN PAYMENT	MISC. RECEIPTS	3	\$	465.00			
PERSONAL PROPERTY PAYMENT PLUMBING PERMITS 2 \$ 80.00 PMTS. IN LIEU OF TAX 0 \$ - REAL ESTATE PAYMENT 283 \$ 127,905.27 REZONING REQ/SUBDIVISION REVIEW 0 \$ - SIGN PERMITS 0 \$ - SITE DESIGN REVIEW 0 \$ - SNOWMOBILE REGISTRATION TAX ACQUIRED REAL ESTATE PAYMENT TAX ACQUIRED LIEN PAYMENT TAX LIEN PAYMENT TO \$ - ZONING DOCUMENT FEE 0 \$ -	MOTOR VEHICLE	811	\$	206,238.06			
PLUMBING PERMITS 2 \$ 80.00 PMTS. IN LIEU OF TAX 0 \$ - REAL ESTATE PAYMENT 283 \$ 127,905.27 REZONING REQ/SUBDIVISION REVIEW 0 \$ - SIGN PERMITS 0 \$ - SITE DESIGN REVIEW 0 \$ - SNOWMOBILE REGISTRATION TAX ACQUIRED REAL ESTATE PAYMENT TAX ACQUIRED LIEN PAYMENT TAX LIEN PAYMENT TO \$ - ZONING DOCUMENT FEE 0 \$ -	NOTARY FEES	13	\$	80.00			
PMTS. IN LIEU OF TAX REAL ESTATE PAYMENT REZONING REQ/SUBDIVISION REVIEW SIGN PERMITS SITE DESIGN REVIEW SNOWMOBILE REGISTRATION TAX ACQUIRED REAL ESTATE PAYMENT TAX ACQUIRED LIEN PAYMENT TAX LIEN PAYMENT TO SOURCE TO TO TO TO TO TO TO TO TO T	PERSONAL PROPERTY PAYMENT	4	\$	153.85			
REAL ESTATE PAYMENT REZONING REQ/SUBDIVISION REVIEW SIGN PERMITS SITE DESIGN REVIEW SNOWMOBILE REGISTRATION TAX ACQUIRED REAL ESTATE PAYMENT TAX ACQUIRED LIEN PAYMENT TAX LIEN PAYMENT TO TO TO TO TO TO TO TO TO	PLUMBING PERMITS	2	\$	80.00			
REZONING REQ/SUBDIVISION REVIEW SIGN PERMITS SITE DESIGN REVIEW SNOWMOBILE REGISTRATION TAX ACQUIRED REAL ESTATE PAYMENT TAX ACQUIRED LIEN PAYMENT TAX LIEN PAYMENT TO TO TO TO TO TO TO TO TO	PMTS. IN LIEU OF TAX	0	\$	-			
SIGN PERMITS SITE DESIGN REVIEW SNOWMOBILE REGISTRATION TAX ACQUIRED REAL ESTATE PAYMENT TAX ACQUIRED LIEN PAYMENT TAX LIEN PAYMENT TAX LIEN PAYMENT TAX LIEN PAYMENT TAX LIEN PAYMENT TO TO TO TO TO TO TO TO TO	REAL ESTATE PAYMENT	283	\$	127,905.27			
SITE DESIGN REVIEW SNOWMOBILE REGISTRATION TAX ACQUIRED REAL ESTATE PAYMENT TAX ACQUIRED LIEN PAYMENT TAX LIEN PAYMENT TO TO TO TO TO TO TO TO TO	REZONING REQ/SUBDIVISION REVIEW	0	\$	-			
SNOWMOBILE REGISTRATION 0 \$ - TAX ACQUIRED REAL ESTATE PAYMENT 0 \$ - TAX ACQUIRED LIEN PAYMENT 0 \$ - TAX LIEN PAYMENT 17 \$ 11,277.38 TRAILER PARK LOT RENT 0 \$ - ZONING DOCUMENT FEE 0 \$ -	SIGN PERMITS	0	\$	-			
TAX ACQUIRED REAL ESTATE PAYMENT TAX ACQUIRED LIEN PAYMENT TAX LIEN PAYMENT TAX LIEN PAYMENT TRAILER PARK LOT RENT ZONING DOCUMENT FEE 0 \$ -	SITE DESIGN REVIEW	0	\$	-			
TAX ACQUIRED LIEN PAYMENT 0 \$ - TAX LIEN PAYMENT 17 \$ 11,277.38 TRAILER PARK LOT RENT 0 \$ - ZONING DOCUMENT FEE 0 \$ -	SNOWMOBILE REGISTRATION	0	\$	-			
TAX LIEN PAYMENT 17 \$ 11,277.38 TRAILER PARK LOT RENT 0 \$ - ZONING DOCUMENT FEE 0 \$ -	TAX ACQUIRED REAL ESTATE PAYMENT	0	\$	-			
TRAILER PARK LOT RENT 0 \$ - ZONING DOCUMENT FEE 0 \$ -	TAX ACQUIRED LIEN PAYMENT	0	\$	-			
ZONING DOCUMENT FEE 0 \$ -	TAX LIEN PAYMENT	17	\$	11,277.38			
	TRAILER PARK LOT RENT	0	\$	-			
1354 \$ 354,374.95	ZONING DOCUMENT FEE	0	\$	-			
		1354	\$	354,374.95			

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

Attention Caribou Voters Next Election:

Tuesday, June 10, 2025
RSU #39 Budget Validation Election
8:00 AM—8:00 PM
Caribou Wellness Center
55 Bennett Drive in Caribou

Absentee Ballot Request forms are available in the Clerk's office NOW!

Call us at 493-3324 and chose option 1 or 2



CARIBOU HOUSING AUTHORITY

- HOUSING CHOICE VOUCHER -HOUSING CHOICE VOUCHER HOMEOWNERSHIP

- MAINSTREAM PROGRAM -

- EMERGENCY HOUSING VOUCHER PROGRAM-FAMILY SELF-SUFFICIENCY PROGRAM

LANDLORD PARTICIPATION INCENTIVE PROGRAM

WAITING LIST STATISTIC	WA	ITIN	IG I	IST	STA	ATIS	STI	CS
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	Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Applicants in State of Maine	53,300	53,485	54,584	55,127									45317
Applicants in Aroostook County	597	626	620	655									1196
Applicants in Caribou Area	15	21	72	31									43
									•				
Applicants Pulled From Waiting List	14	20	19	30									123
Vouchers on Street	10	7	18	18									32

HOUSING CHOICE VOUCHER PROGRAM

		Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
196	196	196	196	196	196	196	196	196	196	196	196	2352
166	168	167	167									668
2	2	2	2									8
1	1	1	1									4
163	165	164	164		•							656
	2	166 168 2 2 1 1	166 168 167 2 2 2 1 1 1	166 168 167 167 2 2 2 2 1 1 1 1	166 168 167 167 2 2 2 2 1 1 1 1	166 168 167 167 2 2 2 2 1 1 1 1	166 168 167 167 2 2 2 2 1 1 1 1	166 168 167 167 2 2 2 2 1 1 1 1	166 168 167 167 2 2 2 2 1 1 1 1	166 168 167 167 2 2 2 2 1 1 1 1	166 168 167 167 2 2 2 2 1 1 1 1	166 168 167 167 2 2 2 2 1 1 1 1

Total HAP Expense	\$ 93,2	75	\$ 103,010	\$ 102,470	\$ 99,853					\$ 398,608
All Other Voucher	\$ 82,0	70	\$ 91,994	\$ 92,813	\$ 92,519					\$ 359,396
Port Out Payments	\$ 2,4	-50	\$ 2,450	\$ 2,450	\$ 2,450					\$ 9,800
Homeownership HAP	\$	56	\$ 124	\$ 87	\$ 87					\$ 654
FSS Escrow, Particiants Account	\$ 8,3	99	\$ 8,442	\$ 7,120	\$ 4,797					\$ 28,758

Lease Up Rates		Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
	HUD Allocated -vs- Leased	85%	86%	85%	85%									114%
	HUD Funded -vs- HAP Expense	80%	101%	107%	162%									150%

MAINSTREAM VOUCHERS

	Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Allocated Vouchers	40	40	40	40	40	40	40	40	40	40	40	40	480
Total Vouchers Leased	32	33	35	36									136

Total HAP Expense	\$15,15	\$15,156	\$15,156	\$15,156	\$60,624
HAP Expense	\$ 14,52	1 \$ 16,080	\$ 17,842	\$ 19,319	\$67,762
FSS Escrow, Participants Account	\$ 1,64	5 \$ 1,574	\$ 1,261	\$ 1,261	\$5,741

EMERGENCY HOUSING VOUCHERS

	Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Allocated Vouchers	15	15	15	15	15	15	15	15	15	15	15	15	180
Total Vouchers Leased	8	8	8	8									32

Total HAP Expenses	\$ 8,562	\$ 6,778	\$ 5,465	\$ 5,573					\$ 26,378
Hap Expense	\$ 7,249	\$ 5,465	\$ 4,127	\$ 4,235					\$ 21,076
FSS Escrow, Participants Account	\$ 1,313	\$ 1,313	\$ 1,338	\$ 1,338					\$,302

29'

HOUSING	OHALITY	STANDARDS	INSPECTIONS

	Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Initial Inspection	7	5	3	5									20
Annual Inspection	1												1
No Show													0
Reinpsection(s)				1									1
Other, Public Housing Authority Inspections													0
Toal Inspections	8	5	3	6	0	0	0	0	0	0	0	0	22

SPECIALITY PROGRAM - FAMILY SELF-SUFFICIENCY

	Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Number of Participants	56	56	56	56									56
FSS Famlies, Disbursement	4	0	3	4									11
FSS Disbursement Amount	\$ 8,765	\$ -	\$ 5,175	\$ 5,175									\$ 19,116
FSS Graduate, Families	2	1	0	0									3
FSS Graudate, Escrow	\$ 17,440	\$ 8,228	\$ -	\$ -									\$ 25,668
FSS Forfeiture, Families	2	2	0	0									4
FSS Forfeiture, Escrow	\$ 8,587	\$ 591	\$ -	\$ -									\$ 9,178

LANDLORD INCENTIVE PROGRAM

	Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Signing Bonus	2	5	4	3									14
	\$ 700	\$ 1,750	\$ 1,400	\$ 1,050									\$ 4,900
Security Deposit	3	4	4	3									14
	\$ 3,371	\$ 4,170	\$ 4,250	\$ 2,764									\$ 14,555
Damage Reimbursements	2	0	0	0									2
	\$ 1,701	\$ -	\$ -	\$ -									\$ 1,701
													_
Grand Total of Incentives	\$ 5,772	\$ 5,920	\$ 5,650	\$ 3,814									\$ 21,156

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	Ja	n Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec	
GRAND TOTAL OF ASSISTANCE INTO	\$ 138,623	\$ 130,261	\$ 128,144	\$ 127,599									
2025 YEAR TO DATE	\$ 138,623	\$ 268,884	\$ 397,029	\$ 524,628									
		•	•										
Percentage Increase per Month, 2025-vs- 2024	179	6 15%	-12%	11%									
													_
004 MONTHLY ACCITCTANCE	¢110 666	£112.702	¢145 463	C115 255	C144 410	6112 102	C115 001	£121 466	0 152 072	¢ 126 211	¢ 110.771	¢ 120.202	1

2024 MONTHLY ASSITSTANCE	\$118,666	\$112,793	\$145,462	\$115,355	\$144,410	\$113,192	\$115,081	\$121,466	\$ 152,073	\$ 136,311	\$ 119,771	\$ 129,393
YEAR TO DATE	\$118,666	\$231,459	\$376,921	\$492,276	\$636,686	\$749,878	\$864,959	\$986,425	\$1,138,498	\$1,274,809	\$1,394,580	\$1,523,973



Board of Directors April 7, 2025

5:00 p.m.

Present: Kevin Barnes, Chairman; Dr. Carl Flynn, Doug Plourde, Mike Gahagan, Dr. Irene Djuanda, Kris Doody, RN, CEO;

Zoom: Chelsea Desrosiers, CFO; Jenn Plant, RN, CNO; Dr. Regen Gallagher, CMO; Tim Goff, CMPRO; Dr. Caleb Swanberg; COS; and Peg McAfee

Neal Griffeth, Jane McCall, Vice Chair; Penny Thompson, Meagan Thompson, Paula Parent, RN, CHRO; Chip Holmes, Ovation Healthcare

Excused: Clara Collins, Luke Dyer

Guests:

Chris Mouradian and Jason Badeau, Berry Dunn

Welcome: Kevin Barnes, Chairman, Board of Directors welcomed Chris Mouradian and Jason Badeau, Berry Dunn; Tim Goff, CMPRO; and Chip Holmes,

Ovation Healthcare to the meeting.

EDUCATION: 2024 Audited Financials - Chris Mouradian and Jason Badeau, Berry Dunn, presented a summary of the 2024 Audited Financials.

	AGENDA TOPIC	ISSUE DISCUSSED & CONCLUSION	PLAN OF ACTION	PERSON RESPONSIBLE
_Z	REGULAR MEETING			
20	2024 Audited Financials	Chris Mouradian and Jason Badeau of Berry Dunn reviewed the 2024 Audited Financials as an education session noted above. It was a clean audit with no material weaknesses.	Upon motion duly made and seconded, it was so	
		Kevin Barnes congratulated Chelsea, Emily and Fiscal staff that worked on audit preparation, on a clean audit.	2024 Audited Financials as presented.	
H	Call to Order	Kevin Barnes, Chairman, called the Regular Meeting of the Board of Directors to order at approximately 5:29 p.m. It was noted that the members of the Caribou Hospital District were unable to attend tonight's meeting.	Informational.	K. Barnes
2.	Review and Approval of Minutes	The minutes of March 3, 2025 were reviewed.	Upon motion duly made and seconded, it was so VOTED to approve the March 3, 2025 meeting minutes as presented.	K. Barnes
μ	Report of Chief of Staff	Dr. Caleb Swanberg, Chief of Staff provided the following updates from the March 26 th MSEC & GMS Meetings:	Upon motion duly made and seconded, it was so VOTED to approve the Report of Chief of Staff as presented.	Dr. C. Swanberg
		Appointment Courtesy Medical Staff – Michael Ashmore, MD (Anesthesiology); The complete appointment application and provider profile of Michael Ashmore, MD was reviewed with no discrepancies. The report from the National Practitioner's Data Bank contained no reports. Upon motion duly made and seconded it was so VOTED to recommend approving provisional	was reviewed with no index index no reports. Upon WOTED to approve the approving provisional provisional appointment of	



					AGENDA TOPIC
Appointment Courtesy Medical Staff - Pameela Bisram, MD (OB/GYN); The complete appointment application and provider profile of Pameela Bisram, MD was reviewed with no discrepancies. She did report three malpractice claims, one pending in court, and two closed without payment. The report from the National Practitioner's Data Bank contained no reports. The claims were reviewed	Appointment Courtesy Medical Staff – Heather Suss, MD (Anesthesiology); The complete appointment application and provider profile of Heather Suss, MD was reviewed with no discrepancies. The report from the National Practitioner's Data Bank contained no reports. Upon motion duly made and seconded it was so VOTED to recommend approving provisional appointment of Heather Suss, MD to the Courtesy Medical Staff with privileges as requested through December 31, 2026. Dr. Smith was appointed as proctor during the provisional appointment. This recommendation was forwarded to the Board of Directors for review and approval.	Appointment Courtesy Medical Staff – Charles Lobrano, MD (Anesthesiology); The complete appointment application and provider profile of Charles Lobrano, MD was reviewed with no discrepancies. The report from the National Practitioner's Data Bank contained no reports. Upon motion duly made and seconded it was so VOTED to recommend approving provisional appointment of Charles Lobrano, MD to the Courtesy Medical Staff with privileges as requested through December 31, 2026. Dr. Smith was appointed as proctor during the provisional appointment. This recommendation was forwarded to the Board of Directors for review and approval.	Appointment Courtesy Medical Staff – Kyaw Hlaing, MD (Internal Medicine); The complete appointment application and provider profile of Kyaw Hlaing, MD was reviewed with no discrepancies. The report from the National Practitioner's Data Bank contained no reports. Upon motion duly made and seconded it was so VOTED to recommend approving provisional appointment of Kyaw Hlaing, MD to the Courtesy Medical Staff with privileges as requested through December 31, 2026. Dr. Hoeksma was appointed as proctor during the provisional appointment. This recommendation was forwarded to the Board of Directors for review and approval.	appointment of Michael Ashmore, MD to the Courtesy Medical Staff with privileges as requested through December 31, 2026. Dr. Smith was appointed as proctor during the provisional appointment. This recommendation was forwarded to the Board of Directors for review and approval.	ISSUE DISCUSSED & CONCLUSION
Upon motion duly made and seconded, it was so VOTED to approve the provisional appointment of	Upon motion duly made and seconded, it was so VOTED to approve the provisional appointment of Heather Suss, MD to the Courtesy Medical Staff.	Upon motion duly made and seconded, it was so VOTED to approve the provisional appointment of Charles Lobrano, MD to the Courtesy Medical Staff.	Upon motion duly made and seconded, it was so VOTED to approve the provisional appointment of Kyaw Hlaing, MD to the Courtesy Medical Staff.	Michael Ashmore, MD to the Courtesy Medical Staff.	PLAN OF ACTION
					PERSON RESPONSIBLE



				AGENDA TOPIC
New Privilege Request - Mariah Cyr, CNM requested the additional privilege for First Assist for C-Sections. The report from the National Practitioner's Data Bank contained no report. The recommended Focused Professional Practice Evaluation (FPPE) plan is for Ms. Cyr to participate in 10 C-sections as first assist and once she has completed 10 cases Dr. Wall will complete an evaluation. Upon motion duly made and seconded it was so VOTED to recommend approving the additional privilege request for Mariah Cyr, CNM as requested with Dr. Wall as supervising physician	New Privilege Request - Alexander Bolton, DO requested the additional privileges of Stress Testing. The report from the National Practitioner's Data Bank contained no reports. The recommended FPPE plan is for Dr. Djuanda to provide direct observation to Dr. Bolton. Dr. Bolton will complete a minimum of 10 Lexiscan stress tests and 10 Exercise stress tests. Upon completion of the required stress tests Dr. Djuanda will complete an evaluation to determine if further direct proctoring is required or recommend to approve privileges without direct observation. Upon motion duly made and seconded it was so VOTED to recommend approving the additional privilege request for stress tests with the recommended FPPE plan for Alexander Bolton, DO as requested. These privileges will expire with his current appointment which expires June 30, 2025. This recommendation was forwarded to the Board of Directors for review and approval.	Appointment Consulting Medical Staff - Thomas Gallagher, DO Thomas Gallagher, DO (Tele-Radiology); The complete appointment application and provider profile of Thomas Gallagher, DO was reviewed. He did report eleven malpractice claims, one with a pre-trial settlement, nine closed without payment, and one currently pending in court. The report from the National Practitioner's Data Bank contained a report for one malpractice settlement payment. The claims were reviewed by the Chief of Rad/Path with no reservations to present and recommend approval of appointment. Upon motion duly made and seconded it was so VOTED to recommend approving provisional appointment of Thomas Gallagher, DO to the Consulting Medical Staff with privileges as requested through December 31, 2026. Dr. Laferriere was appointed as proctor during the provisional appointment. This recommendation was forwarded to the Board of Directors for review and approval.	by the Chief of Surgery with no reservations to present and recommend approval of appointment. Upon motion duly made and seconded it was so VOTED to recommend approving provisional appointment of Pameela Bisram, MD to the Courtesy Medical Staff with privileges as requested through December 31, 2026. Dr. Dwight was appointed as proctor during the provisional appointment. This recommendation was forwarded to the Board of Directors for review and approval.	ISSUE DISCUSSED & CONCLUSION
Upon motion duly made and seconded, it was so VOTED to approve the new privilege request of Mariah Cyr, CNM as presented.	Upon motion duly made and seconded, it was so VOTED to approve the new privilege request of Alexander Bolton, DO as presented.	Upon motion duly made and seconded, it was so voted to approve the provisional appointment of Thomas Gallagher, DO to the Consulting Medical Staff.	Pameela Bisram, MD to the Courtesy Medical Staff.	PLAN OF ACTION
				PERSON RESPONSIBLE



							AGENDA IOPIC
Medical Record Deficiencies over 30 Days Reports – The General Medical Staff reviewed the February 2025 Medical Record Deficiencies over 30 days reports. The Medical Records Team continues reaching out to providers to complete their records. It is important to complete medical records in a timely fashion due to changes with reimbursement currently in place. Dr. Swanberg reported that most providers are doing well.	Election of Medical Staff Treasurer – The Medical Staff Executive Committee and General Medical Staff voted to approve the nomination of Dr. Sherri Dumont as the Treasurer. This was forwarded to the Board of Directors for review and approval.	2025 Proposed Physician Recruitment Plan – The General Medical Staff reviewed the 2025 Proposed Physician Recruitment Plan. It was recommended to change ENT to 1 for 2025. The General Medical Staff approved the plan with the recommended change. This recommendation was forwarded to the Board of Director for review and approval.	Proposed Medical Staff Bylaws Revisions - The proposed Medical Staff Bylaws revisions were distributed and reviewed by the Medical Staff Executive Committee and General Medical Staff. The changes were approved by the Medical Staff Executive Committee and the General Medical Staff. Dr. Swanberg shared that the revision will reflect keeping the terms of service at two years for all offices.	Dr. Caleb Swanberg reported the following from the General Medical Staff Meeting. The General Medical Staff was presented education on Troponins by Dr. Jim Aguanno. Education on TEAM STEPPS was provided by Kris Doody, RN, CEO.	Resignation - The resignation of Kevin Kitagawa, MD was received effective January 3, 2025. Upon motion duly made and seconded it was so VOTED to recommend approving the resignation Kevin Kitagawa, MD as presented. This was forwarded to the Board of Directors for review and approval.	with the recommended FPPE plan. These privileges will expire with her current appointment which expires December 31, 2026. This recommendation will be forwarded to the Board of Directors.	ISSUE DISCUSSED & CONCLUSION
Informational.	Upon motion duly made and seconded, it was so VOTED to approve the nomination of Dr. Sherri Dumont as Treasurer, Medical Staff Executive Committee.	This item will be voted on during the CEO Report.	The Bylaw Revision will be forwarded to the Board of Directors May 2025 Meeting for review and approval.	Kitagawa, MD as presented.	Upon motion duly made and seconded, it was so VOTED to approve the resignation of Kevin		PLAN OF ACTION
							PERSON RESPONSIBLE



								Safety Committee, Dashboard	4. Quality Management				AGENDA TOPIC
Dashboard 2025 – The new 2025 Dashboard is under construction. Data input is due 4/15. The last	QM Compliance Indicators – Indicators reviewed included: Radiology Dashboard, Nutritional Services, EOC, and Rehab.	QM Committee March 4, 2025 Meeting – Joint Commission responses are being gathered. Submission is planned prior to the due date of April 4, 2025.	2025 QM Plans Reviewed and Approved — UR/Case Management, Hospital Wide Quality Management Plan and Human Resources. The UR/Case Management and Human Resources Plans were approved by the Committee. The Hospital Wide QM Plan remains under review for re-write to include items as recommended by the Joint Commission.	QM Compliance Indicators – Indicators reviewed included: Radiology Dashboard, Emergency Department, Laboratory, OR, ODS, EOC, and Nursing.	Joint Commission Follow-up — The committee reviewed the items noted by the Joint Commission for follow-up.	Health Equity – The committee reviewed the food insecurities report.	Utilization/Case Management – Items reviewed include CHF Readmissions and 2024 Dashboard	QM Committee February 4, 2025 Meeting – The committee reviewed the Radiology Dashboard as old business.	Dr. Regen Gallagher provided the following updates:	Dr. Swanberg noted that all departments reported on their quality indicators.	Department of Surgery — Dr. Bawa reported to the General Medical Staff Meeting there was a Chief's meeting to discuss and review the consult process in order to work together to improve the process.	Department of Rad/Path – The department reports a backlog on mammograms. Discussion ensued regarding the possibility of needing two mammography techs to stay on top of the need.	ISSUE DISCUSSED & CONCLUSION
							presented.	VOTED to approve the Quality Management	Upon motion duly made		Informational	Informational,	PLAN OF ACTION
								Gallagner	Dr. R.				PERSON RESPONSIBLE



AGENDA TOPIC	ISSUE DISCUSSED & CONCLUSION	PLAN OF ACTION	PERSON
			RESPONSIBLE
	review of the 2024 dashboard was at the March BOD meeting.		
	The Patient Safety Committee Minutes of February 12, 2025 and March 12, 2025 were included in the packet for review and informational purposes.		
	Utilization Review/Case Management Program Plan –The policy was reviewed. This policy is	Upon motion duly made	
	n an annual basis. There were no major changes, basically only wording,	and seconded, it was so	

AGENDA TOPIC	ISSUE DISCUSSED & CONCLUSION	PLAN OF ACTION	PERSON RESPONSIBLE
	review of the 2024 dashboard was at the March BOD meeting.		
	The Patient Safety Committee Minutes of February 12, 2025 and March 12, 2025 were included in the packet for review and informational purposes.		
	Utilization Review/Case Management Program Plan –The policy was reviewed. This policy is presented for approval on an annual basis. There were no major changes, basically only wording, spelling and punctuation.	Upon motion duly made and seconded, it was so VOTED to approve the UR/Case Management Program Plan as presented.	
	Dr. Gallagher reported the responses to the Joint Commission were submitted last week prior to the deadline.	Informational.	
5. Report of Chairman, Board of Directors – Kevin Barnes, Chairman	Kevin Barnes provided the following updates:	Informational.	K. Barnes
a. Report from Board Members – Department	Department Leaders – Dr. Djuanda reported cybersecurity was reviewed, including malware. A spam email was distributed as a test for staff. Several managers failed the test as they opened the attachment and tried to access additional information.		
MSEC & GMS	Pines Board of Directors – Dr. Djuanda reported that Pines Health Services reviewed their audited financials. There were no issues noted.		
	MSEC & GMS Meetings – Doug Plourde reported that Dr. Swanberg covered the meetings with his report. The meetings discussed reimbursements with the State. Providers were reminded to that documentation needs to be completed by all in order to get claims submitted for payment in a timely fashion.		
b. Strategic Planning/CHNA	Strategic Planning/CHNA – Kris Doody shared the draft CHNA was included in the packet. The CHNA is used as the foundation for strategic planning. Please review the information to vote for approval at the May meeting. Key Stakeholder interviews will be completion by Ovation staff on April 23 rd . The Strategic Planning Retreat is scheduled for Wednesday, May 21 st beginning with dinner at 5 p.m. The session continues on Thursday, May 22 nd beginning at 8:00 a.m. with breakfast followed by breakout sessions.		



٥ ᡗ **AGENDA TOPIC** Other **Board Self-**Appraisal 2024 complaints by patients. members ask how Cary is doing, or patient complaints. A request was made to summarize type of Patient Complaints - Doug Plourde asked how Board members should respond when community highlights. Also, plans are to have education on the Board's legal fiduciary responsibilities. summary reported Board members would like finance education, including Revenue Cycle Team Appraisal 2024. Board Self - Appraisal 2024 - Kris Doody provided a presentation on the results of the Board Self-The appraisal is an annual requirement per Hospital Bylaws. ISSUE DISCUSSED & CONCLUSION The appraisal PLAN OF ACTION RESPONSIBLE **PERSON**

Physician Recruitment and Retention -

candidates.

Activity Reports:

Kris Doody reported the following, noting more information is available in the CEO and Provider

Informational.

K. Doody

ö

Physician

Recruitment and Retention

6. Report of CEO -Kris Doody

- Hospitalists Dr. Tatiana Chestnut completed a working site visit in early March. Zoom interviews are being completed on a regular basis with interested candidates. Site visits are being planned accordingly. Recruiting continues for permanent hospitalists with 2025
- Brown and Dr. Liam Haveran. Dr. Liam Haveran completed a site visit in late March. Discussion continues with Dr. Brown to schedule a site visit. General Surgery - Zoom interviews have been completed with two surgeons, Dr. Darnel
- Family Medicine Dr. Michael Springer will begin work at the Presque Isle Health Center received; she will start in April 2025 at the SJVHC. An interview was completed with Danielle Desjardins, FNP and a signed contract has beer April 2025. Dr. Sheelagh Prosser is returning to work at Pines beginning in August 2025.
- a per diem contract. Other potential full-time and part-time candidates are being extended. Dr. Peter Levasseur, ER physician who provided coverage in the past has signed Emergency Medicine - Dr. Sara Serafini completed a site visit in mid-March. An offer was
- Cary has received a lead for an anesthesiologist. remain on the Medical Staff and interested in providing per diem coverage in the future. Wojciech Franzl has provided his resignation, effective July 25, 2025. Dr. Franzl wishes to Anesthesia – Yanira Medeiros, CRNA has signed a contract to begin in January 2026. Dr.
- **Radiology** Dr. Jeremy Lindahl is interested in joining Cary full-time. He is available in 2026.
- Ongoing Recruitment Recruitment is ongoing for pediatrics, family medicine, orthopedics, hospital medicine, OB/GYN and anesthesia (Anesthesiologist and CRNA).

Page 7 of 10



8. Compliance Committee Quarterly Report		7. Report of Finance and Personnel Committee a. February Financials	d. State & Federal Issues	c. The Joint Commission	b. Physician Recruitment Plan 2025	AGENDA TOPIC
Dr. Regen Gallagher reported the following information is the March update of the Compliance Committee. Fiscal Updates Ouarterly Credit balance reports are no longer necessary for Medicare FY 2021 VDA submission to CMS – 12/13/2024 – submission and related files included B1 – responses submitted 1/17/2025 & 1/21/2025 regarding auditor inquiries – excluded from this file is patient data related to patient listings securely uploaded	HFMA — Chelsea Desrosiers and Kris Doody attended the annual HFMA Northern New England Annual Meeting. Kris Doody and Chelsea Desrosiers participated on a panel discussion to review Revenue Cycle. Chelsea was inducted as the incoming President of the Northern New England HFMA.	Chelsea Desrosiers provided the following updates: February Financials - Chelsea Desrosiers provided an overview of the February 2025 Financials for Cary Medical Center, including review of: gross patient revenue, net operating revenue, gross charges, expenses, purchased services, professional fees, and net income (loss).	State & Federal Issues – Kris Doody shared the State has begun a curtailment plan, more external Maine, due to funds being withheld. PIP payments to critical access hospitals are being reduced. Cary Medical Center has not been very affected yet. There will be more hospital issues in the future. Ten hospitals in Maine have already closed OB services. There have been a large lay-off at an FQHC look-alike in Lewiston/Auburn, CCS. Kris Doody will be attending the American Hospital Association Annual Meeting in Washington, D.C. in early May. More information will be discuss on Federal issues during that event.	The Joint Commission Response – Kris Doody reported, as Dr. Gallagher reported earlier in the meeting, there were very few issues noted during the Joint Commission survey. Cary's responses were submitted last week prior to the deadline.	Physician Recruitment Plan 2025 – The 2025 Physician Recruitment Plan was included in the packet for review and approval. The plan has been approved by the Medical Staff Executive Committee and the General Medical Staff.	ISSUE DISCUSSED & CONCLUSION
Upon motion duly made and seconded, it was so VOTED to approve the Compliance Quarterly Report as presented.		Upon motion duly made and seconded, it was so VOTED to approve the January Financials as presented.		Informational.	Upon motion duly made and seconded, it was so VOTED to approve the Physician Recruitment Plan for 2025.	PLAN OF ACTION
Dr. Regen Gallagher		C. Desrosiers				PERSON RESPONSIBLE



Informational. C. Holmes	 Interviews and the Strategic Planning Retreat. Chip plans to attend the retreat in May. Once the CHNA (Community Health Needs Assessment) has been approved it will be posted on Cary Medical Center and Pines Health Center websites. Elevate, Ovation's Supply Chain just emailed information on supply disruption updates. With changes and tariffs being added, Ovation will provide an outlook on the impacts of global, political and macroeconomics on supply chain from April through September. 	
	 Interviews and the Strategic Planning Retreat. Chip plans to attend the retreat in May. Once the CHNA (Community Health Needs Assessment) has been approved it will be posted on Cary Medical Center and Pines Health Center websites. Elevate, Ovation's Supply Chain just emailed information on supply disruption updates. With changes and tariffs being added, Ovation will provide an outlook on the impacts of global political and macropromies on supply chain from April through Sentember. 	
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	 Once the CHNA (Community Health Needs Assessment) has been approved it will be 	
	Interviews and the Strategic Planning Retreat. Chip plans to attend the retreat in May.	
	Simile bell and whele tarminate will be on site in April and May for Ney Standinger	
	Cipaio Dorg and Wiley Pattimong will be an oit in April and April 6. The Children III	
	packet	Obnates
	Chip Holmes provided the following updates including a written report that was included in the	9. Ovation Healthcare
	level Compliance Committee that consists of members of Administration.	
	There are two Compliance Committees. The Working Compliance Committee reports to the high	
	ו בעמים מו אווני־אוכא סומנעוני	
	Fodoral Anti-Kick Statuto	
	Old Compliance Education	
	There have been no calls	
	Compliance Hotline	
	TOTAL CITY	
	Perm CRNA	
	New/Returning ER doctor	
	EBT Adjustment	
	Audit CPT accruing EBT	
	HR Audits	
	L'Acadle FY 2025 rate letter received – no rate change	
<u> </u>	FY 2023 L'Acadie desk review underway 02-2025 to 03-2025	
	FY 2023 S10 audit underway with NGS – first request due 3/19/2025	
	Board on 4/7/2025 for review/approval – no issues identified	
	FY 2024 Audit – Year end procedures week of 2/17/2025 – financials will be going to the	
	Second round of questions received and due 3/25/2025	
RE		
PLAN OF ACTION PERSON	ISSUE DISCUSSED & CONCLUSION	AGENDA TOPIC



AGENDA TOPIC	ISSUE DISCUSSED & CONCLUSION	PLAN OF ACTION	PERSON
			RESPONSIBLE
	Kris Doody is involved with AHA and attending the AHA Annual Membership Meeting in early May,		
	AHA is available to provide support for advocacy, and education sessions for hospitals.		
10. Other, Adjournment &	Adjournment - Upon motion duly made and seconded, it was so VOTED to adjourn the meeting at Informational.	Informational.	K. Barnes
Next Meeting	approximately 6:30 p.m.		
	Next Meeting — The next meeting of the Board of Directors is scheduled for Monday, May 12, 2025,		
	5:00 p.m.		

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

Respectfully submitted,

Kris Doody, RN, MSB, CEO