

**Location: Town Office, Council Chambers
21 Water Street, 2nd Floor**

**Viewing on: Pioneer Cable – Channel 400
Spectrum Cable – Channel 1301**

Public Participation thru Zoom:

**Meeting ID: 856 7271 4460
NO PASSCODE NEEDED
CALL-IN: 1-929-205-6099**

AGENDA

Special Council Meeting

**December 9, 2024
5:00 PM**

A. (S120124-1) Council enters Executive Session with the Town Manager for the purpose of discussing a personnel matter, pursuant to MRSA Title 1, Section 405(6)A.

B. (S120124-2) The Town of Houlton ordains the Lease Agreement between the Town of Houlton and Travis Coker for a one (1) year lease for property located at Houlton International Airport for \$500 per month. (Note: Document in its entirety is available for review at the Town Office during normal business hours.)

(Introduction)

First Reading will be held at tonight's Regular Council Meeting and the Public Hearing will be held January 13, 2025

C. (S120124-3) The Town of Houlton ordains that Chapter 10, Article V Solid Waste Management Ordinance of the Houlton code be amended as follows: (old words lined through, new words underlined)

(Introduction)

First Reading will be held at tonight's Regular Council Meeting and the Public Hearing will be held January 13, 2025

V. Adjournment

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CALL-IN: 1-929-205-6099**

AGENDA

Regular Council Meeting

**December 9, 2024
6:00 PM**

Pledge of Allegiance

Public Comments

I. Minutes: Regular Council Meeting of November 25, 2024.

II. Old Business

A. (S120124-2) The Town of Houlton ordains the Lease Agreement between the Town of Houlton and Travis Coker for a one (1) year lease for property located at Houlton International Airport for \$500 per month. (Note: Document in its entirety is available for review at the Town Office during normal business hours.)

(First Reading)

Public Hearing will be held on January 13, 2025.

B. (S120124-3) The Town of Houlton ordains that Chapter 10, Article V Solid Waste Management Ordinance of the Houlton code be amended as follows: (old words lined through, new words underlined)

(First Reading)

Public Hearing will be held on January 13, 2025.

III. New Business:

A. (120124-1) Council approves the expenditures of funds, in the period between the beginning of the fiscal year and the adoption of the budget, for current departmental expenses chargeable to the appropriations for the fiscal year 2025, when adopted, in the amounts sufficient to cover the necessary

expenses of the various departments. (Note: This is in accordance with the Houlton Charter Sec. 505(4).)

This is a Charter requirement to continue business until the 2025 budget is approved.

B. (120124-2) Council confirms the appointment of Khylee J. Wampler as Registrar of Voters.

Required every 2 years.

C. (120124-4) Council authorizes the Town Manager to submit an application to the State of Maine Community Development Block Grant (CDBG) Program for a Public Service Grant on behalf of Carleton Project in the amount of \$50,000. (Note: The purpose of the request is to support scholarships for high school age students from low to moderate income families to attend this alternative education facility. The application is available for review at the Town Office during normal business hours.)

(Public Hearing)

D. (120124-5) Council approves the revised agreement for the Aroostook ARPA Grant extending the project completion date to December 31, 2026 and agrees to signed the revised agreement.

Only revision is the extending of the period of performance.

IV. Discussion and Reports

A. Town Managers Report

B. Councilors' Remarks

V. Adjournment

**Regular Council Meeting
November 25, 2024**

Chair Torres called the meeting to order at 6:00 PM with all councilors present except Councilor E. McLaughlin, who was excused.

Public Comments - None

I. **Minutes:** It was moved by Councilor J. McLaughlin, seconded by Councilor Lake that the Organizational Meeting of November 6, 2024 and Special & Regular Council Meeting of November 12, 2024 minutes be approved as presented.

All were in favor of the minutes.

II. **Old Business**

III. **New Business:**

A. (110324-1) Chair Torres declared the Public Hearing open on the following: Council approves execution of the application to the Department of Public Safety by Nyxus LLC d/b/a Bastions Tavern located at 43 Market Square, for a liquor license.

There being no public comments, the Chair closed the Public Hearing.

It was moved by Councilor Lake, seconded by Councilor J. McLaughlin to approve the order.

Vote was taken as follows: Councilor J. McLaughlin, yes; Councilor Lake, yes; Councilor Peters, yes; Councilor Matthews, yes; Councilor Horvath, yes.

The order passed.

B. (110324-2) Chair Torres declared the Public Hearing open on the following: Council approves the application for a Victualer License for Nyxus LLC d/b/a Bastions Tavern located at 43 Market Square.

There being no public comments, the Chair closed the Public Hearing.

It was moved by Councilor Lake, seconded by Councilor J. McLaughlin to approve the order.

Chair Torres asked if this meant that food would be served at this location again. Owner, Logan Harvey replied that he hopes to once again serve food.

Vote was taken as follows: Councilor Horvath, yes; Councilor Matthews, yes; Councilor Peters, yes; Councilor Lake, yes; Councilor J. McLaughlin, yes.

The order passed.

C. (110324-3) Chair Torres declared the Public Hearing open on the following: Council approves the Special Amusement Permit for Nyxus LLC d/b/a Bastions Tavern located at 43 Market Square.

There being no public comments, the Chair closed the Public Hearing.

It was moved by Councilor Lake, seconded by Councilor J. McLaughlin to approve the order.

Vote was taken as follows: Councilor J. McLaughlin, yes; Councilor Lake, yes; Councilor Peters, yes; Councilor Matthews, yes; Councilor Horvath, yes.

The order passed.

D. (110324-4) It was moved by Councilor Lake, seconded by Councilor J. McLaughlin that Council accept the donation of \$2,500 from the Putnam Charitable Trust to purchase an inflatable water slide for the Parks & Recreation Department.

Chair Torres thanked the Putnam Charitable Trust for their donation.

Vote was taken as follows: Councilor Horvath, yes; Councilor Matthews, yes; Councilor Peters, yes; Councilor Lake, yes; Councilor J. McLaughlin, yes.

The order passed.

IV. Discussion and Reports

Town Manager Smith via Zoom reminded everyone that the Board of Budget Review Meetings start next Monday, December 2nd. He stated that he has been in contact with attorneys who deal with TIF amendments to start the process of making changes. He reminded everyone that the Holiday Light Parade was this Saturday.

A. Councilors' Remarks

Councilor Lake wished everyone a Happy Thanksgiving.

Councilor Peters asked if there were enough Board of Budget Review members. It was explained that there were 5 spots available and 8 people are interested in volunteering. It was also explained that those interested were asked to submit a letter of interest with reasons why they felt they would be beneficial to the board.

Councilor Horvath reminded everyone that the Rotary Auction starts tonight and encouraged people to bid on items.

Chair Torres stated that there was \$93,000 worth of items to bid on and reminded everyone that it starts at 6:00 tonight. She stated that Houlton Power Sports will be doing a toy drive during the Light Parade and thanked them for all the things they do for the community. She stated that 2 of the trees went up today. She reminded everyone that there will be a craft fair on Friday and Saturday at the Rec Department from 10-4.

V. **Adjournment:** On motion by Councilor Lake, seconded by Councilor Horvath, the meeting adjourned at 6:09 PM with all in favor.

IIA

**LEASE
AIRPORT SAWMILL BUILDING & LAND**

THIS INDENTURE OF LEASE made this _____ day of _____, 2024 by and between **TOWN OF HOULTON**, a municipal corporation having a place of business at 21 Water Street, Houlton, Maine 04730 (hereinafter referred to as LESSOR), and **TRAVIS COKER**, of 592 White Settlement Road, Hodgdon, ME 04730, (hereinafter referred to as LESSEE).

WITNESSETH:

That the Lessor for and in consideration of the covenants and agreements herein mentioned to be kept and performed by the Lessee, has demised and leased and does hereby demise and lease to the Lessee the premises more particularly described in Exhibit "A" attached herein and part a part hereof.

TERM

TO HAVE AND TO HOLD the leased premises unto the Lessee for a term of **One (1) Year**, commencing January 1, 2025.

COVENANTS AND AGREEMENTS ON THE PART OF THE LESSEE HEREIN

RENT

1. That Lessee shall pay Five Hundred Dollars (\$500) per month on the first of each month.

SURRENDER OF PREMISES

2. That at the expiration of the term or any renewal or extension thereof, Lessee will quit and surrender said premises in as good or better order and condition as they were received, reasonable wear and tear and damage from causes beyond Lessee's control excepted.

STRUCTURAL ALTERATIONS OR IMPROVEMENTS

3. From the date of this lease and during the term of this lease and any renewal thereof, Lessee will not make any material or structural alterations, exception for cleaning or repairs, on said premises without written approval of the Lessor. Such approval will not be unreasonably withheld.

Any permanent improvement or structural improvements made by Lessee to the leased premises shall be to the benefit of Lessor at no expense to Lessor.

TERMINATION, ETC.

4. That Lessee will not make nor suffer any strip or waste of the leased premises. The Lessor may enter to view and make improvements and to expel the Lessee as provided by law if the Lessee shall fail to pay the consideration aforesaid. If the Lessee shall make or suffer any strip or waste of the leased premises, or shall fail to quit and surrender the leased premises to the Lessor at the expiration of said term or renewal or extension thereof in Manner aforesaid, or shall violate any of the covenants or agreements of this lease by Lessee to be observed or performed, or if the estate hereby created shall be taken from the Lessee by process of law, or if the Lessee shall be adjudicated bankrupt or insolvent or if any assignment shall be made of the Lessee's property for the benefit of creditors, the Lessor may immediately or at any time thereafter enter and expel the Lessee or those claiming under Lessee and remove Lessee's effects as provided by law and without prejudice to any other remedies for arrears of rent or breach of covenant, and upon such entry said term shall cease.

PERSONAL PROPERTY TAXES

5. That Lessee shall pay all personal property taxes, insurance premiums and all other charges against the stock, fixtures and all other personal property on the premises belonging to the Lessee during terms of this lease or any renewal or extension thereof.

INSURANCE

6. That Lessee agrees to hold Lessor harmless against any claim that may be made against Lessor for damage, loss, or death to persons or property by reason of or in any way arising out of or connected with the use and occupancy of the premises hereby leased, and further agrees at the written request of Lessor to maintain a liability insurance policy on said premises satisfactory to the Lessor herein, protecting Lessor against any and all claims that may be made against Lessor for damage to persons or property by reason of or in any way arising out of or connected with the use and occupancy of said premises. Lessee shall provide Lessor with proof of such liability insurance coverage prior to the execution of this lease and thereafter on written request.

USE OF PREMISES

7. Lessee will not overload any part of leased premises as to weights or other capacities so as to cause damage to any part of the premises.

Lessee shall make no use of the premises that interferes with the Aviation and

Avigation process at the Houlton International Airport. Any violation of this clause uncured after seven (7) dates written notice shall allow Lessor to terminate the Lease immediately.

UTILITIES

8. Lessee agrees to be responsible and pay for all utilities within the leased premises, and save the Lessor harmless from any liability on account thereof.

CONDITION OF PREMISES

9. Lessee has adequate opportunity to inspect the premises and accepts the same in said current condition.

COVENANTS AND AGREEMENTS ON THE PART OF THE LESSOR HEREIN

10. That the Lessor will put the Lessee in actual possession of the said demised premises at the beginning of the term of said lease and that the Lessee, on paying the said consideration and performing the covenants herein agreed by Lessee to be performed, shall and may peacefully and quietly have, hold and enjoy the premises for said term.

NOTICE

11. Any notice from one party to the other hereunder shall be in writing and shall be deemed to be duly given when given personally or if mailed, postpaid, addressed to the addresses below set forth:

LESSOR: Town of Houlton
21 Water Street
Houlton, HE 04730

LESSEE: Travis Coker
592 White Settlement Rd
Hodgdon, ME 04730

Lessor and Lessee may change said addresses by mailing notice of the change at least ten (10) days previous to said change to the other party.

ASSIGNMENT

12. Lessee shall not assign this lease or sublet the demised premises or any portion thereof without on each such occasion obtaining the consent of the Lessor, except that this lease and its benefits may be assigned to any lender as security for borrowing by Lessee, provided said lender shall be bound by and perform according to the terms hereof. No assignment or subletting in a particular instance shall be deemed a waiver of the obligation to obtain

Lessor's approval in the case of any other assignment or subletting.

MORTGAGED SUBORDINATION

13. Lessee agrees that upon request of the Lessor in writing, Lessee will subordinate this lease and the lien thereof to the lien of any present or future mortgages upon the demised premises, provided the holder of any such mortgage will enter into an agreement with the Lessee that in the event of foreclosure or other action taken under the mortgage that the rights of the Lessee shall continue in full force and effect, and shall not be terminated or disturbed except in accordance with the provisions of this lease.

DAMAGE TO PROPERTY AND SUBROGATION

14. That all merchandise, fixtures, effects and property of every kind, nature and description of Lessee, and all persons claiming through or under Lessee in and/or on said premises shall be at the sole risk and hazard of Lessee, and no part of such loss or damage is to be charged to or borne by Lessor. Lessee agrees to save Lessor harmless from any claims on account thereof. To the extent permitted by law and not prohibited by applicable insurance contracts, each party hereto waives its rights to assign claims against the other in the nature of subrogation to its insurance company for damages within the coverage of such contracts.

LIENS

15. The Lessee shall not do or suffer anything to be done whereby the land of the Lessor of which the demised premises are a part may be encumbered by any liens except as herein authorized, and shall, whenever and as often as any lien is filed against the said land and building discharge of same of record within ten (10) days after the date of filing. Notice is hereby given that the Lessor shall not be liable for any labor or materials furnished or to be furnished to the Lessee upon credit, and that no lien for any such labor or materials shall attach to or affect the reversionary or other estate or interest of the Lessor in and to the land and building of which the premises herein demised are a part. Lessee shall indemnify and save harmless the Lessor for any damage or loss occasioned by any lien including Lessors reasonable attorney fees incurred pursuant to any lien.

SUCCESSION CLAUSE

16. This agreement shall bind the successors and assigns or both parties.

EMINENT DOMAIN

17. If any property and premises covered by this lease shall be taken by the power of eminent domain or any similar power or substitute process, the Lessee may cancel this lease by written notice as of the date possession is acquired by the taking authority, or Lessee may continue to lease the remaining premises, if any, at a just and proportionate reduction in rent. All damages awarded or negotiated as a result of such taking shall be the sole property of the Lessor, except for that specifically allocable to property owned by the Lessee.

CONDITION OF PREMISES

18. The property and premises subject to the lease are delivered into the possession of the Lessee in an AS IS condition. The Lessee agrees that Lessee has had full opportunity to inspect the premises and that no representations or warranties have been given Lessee regarding the condition of the premises.

CONSTRUCTION

19. No construction shall take place on the premises without the written consent of the Lessor. Lessee shall provide Lessor with reasonable advance notice of intent to construct together with such plans and specifications as Lessor may reasonably require, such consent or permission shall not be unreasonably withheld. Lessor may reimburse Lessee for material supplied by Lessee as approved by Airport Director and confirmed with valid receipts. Said reimbursement shall be deducted from the rent due.

REGULATIONS

20. Lessee agrees to comply with all state, federal and local environmental and land use regulations applicable to Lessee, Lessor and to the leased premises.

WASTE DISPOSAL

21. No waste material or refuse shall be dumped on or permitted to remain on the leased premises outside of any buildings thereon.

SIGNS

22. No billboards, signs or other exterior advertising shall be erected or permitted on the leased premises, except with written consent of the Lessor, such consent shall not be unreasonably withheld.

FENCES AND WALLS

23. No fences, walls or hedges may be placed on the premises hereby leased without consent in writing by the Lessor, such consent shall not be unreasonably withheld.

INSPECTION

24. Lessor shall have the right on reasonable notice and at reasonable times to inspect the property.

SURRENDER OF PREMISES

25. Lessee agrees to surrender possession of said premises to Lessor at any time required by this lease in as good condition as delivered to Lessee ordinary wear and tear, damage by act of God or caused by risk insured against by Lessor excepted.

TERMINATION

26. Lessor may terminate this lease at any time in which Lessee fails to comply with the terms of this lease and shall deliver to Lessee 30 day termination notice by regular mail.

SPECIAL CONDITIONS

27. The property herein may be encumbered by certain restrictions and regulations due to its proximity to the Houlton International Airport and Lessee shall assume and comply with all obligations and liabilities for said restrictions and by execution of this agreement specifically acknowledges said restrictions and agrees that should such restrictions prohibit the execution of any of the obligations of Lessor herein Lessor shall be excused from compliance provided Lessor has acted in good faith in its attempt to comply with its obligations. Lessee further acknowledges Lessee has had the opportunity to discover said restrictions and regulations prior to entering into this lease.

TERMINATION CONDITION

28. Lessee herein agrees upon termination of the agreement to remove all property and waste from the premises at Lessee's expense and agrees to indemnify and hold Lessor harmless from any cleanup costs it may incur by virtue of Lessee's failure to comply with this condition.

RENEWAL

29. Renewal of the lease will be by mutual agreement of the parties.

COMPLETE DOCUMENT

30. This lease is the complete agreement between the parties and supersedes any previous agreement or representations and may not be amended or altered without the written consent of both parties hereto.

IN WITNESS WHEREOF, the said Lessor and Lessee have caused this lease to be duly executed the date first above written.

WITNESSETH

Town of Houlton

WITNESS

LESSOR

By: Jeremy Smith, Town Manager

WITNESS

LESSEE- Travis Coker

STATE OF MAINE
AROOSTOOK, SS.

, 2024

Personally appeared the above named **Jeremy Smith** and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,

Notary Public

Print Name

STATE OF MAINE
AROOSTOOK, SS.

, 2024

Personally appeared the above named **Travis Coker** and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public

Print Name

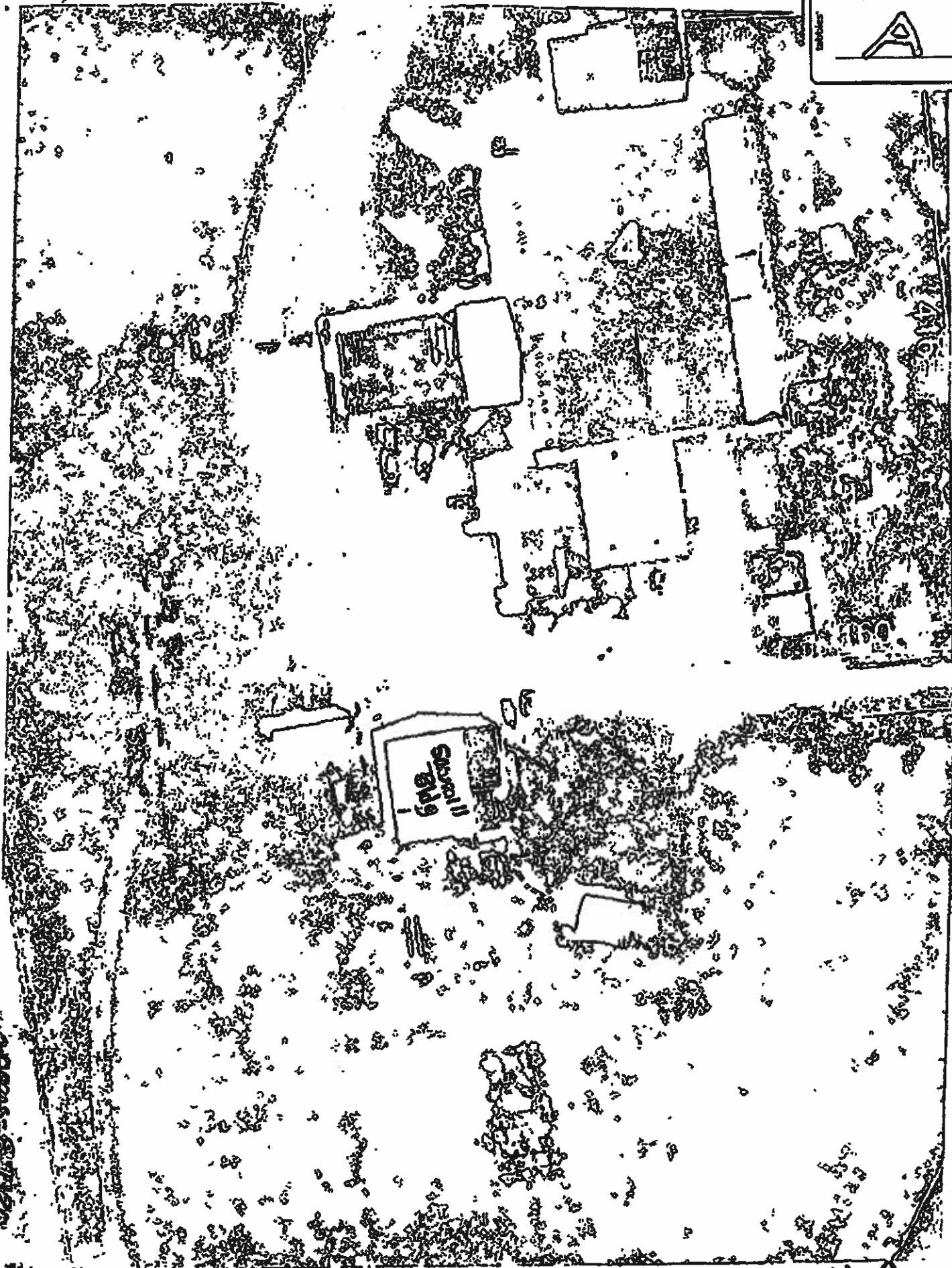
There is specifically excepted and reserved from this conveyance to the Town of Houlton, its successors and assigns, the following easements and rights:

1. An aviation easement and right of way over the land herein conveyed for the use and benefit of the public and for the unobstructed flight of aircraft, at and above an imaginary plane beginning at a line parallel with, of the same elevation as, five hundred (500) feet distant southeasterly from the centerline of the northeast/southwest (5-23) runway of the airport and having a slope of one foot of vertical height for each seven feet of horizontal distance measured southeasterly from, at right angles to, and upward and outward from such line of beginning to be a height of eighty-six and one-half (86.5) feet, more or less; and
2. Rights of entry, ingress and egress, with respect to the land conveyed; to remove or demolish structures; and to cut or top trees and other vegetation which might, at any time, project above such imaginary plane; and
3. The right for the use and benefit of the public, to cause in the air space above the surface of the land demised such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation or flight in the air, using said air space for landing at, taking off from or operating on the airport.

The Grantee expressly agrees for itself, its successors and assigns:

1. That no structures or objects of natural growth, which project or might project above the imaginary plane described above, shall be erected, maintained or allowed on the land conveyed; and
2. That no use shall be made of the land conveyed for any purpose which may interfere with the use, operation, maintenance and further development of the Houlton International Airport, and in addition, no use shall be made of such land and of structures thereon for purposes which shall create or result in a hazard to flight such as, but not limited to, any purpose which will (i) produce electrical interference with radio communications; (ii) make it difficult for pilots to distinguish between airport lights and others; (iii) project glare in the eyes of pilots; (iv) impair visibility in the vicinity of the airport; or (v) otherwise endanger the landing, taking off and maneuvering of aircraft; and
3. That the reservations and restrictions set forth in this instrument of conveyance shall run with the land which shall be the servient tenement, it being intended that the lands now and hereafter comprising the airport shall be the dominant tenement; excepting, however, that such reservations and restrictions shall become void and of no force and effect on such date as the lands comprised in the aforesaid airport shall cease to be used as an airport.

EXHIBIT



SUNSHINE
Bldg

43



Town of Houlton, ME

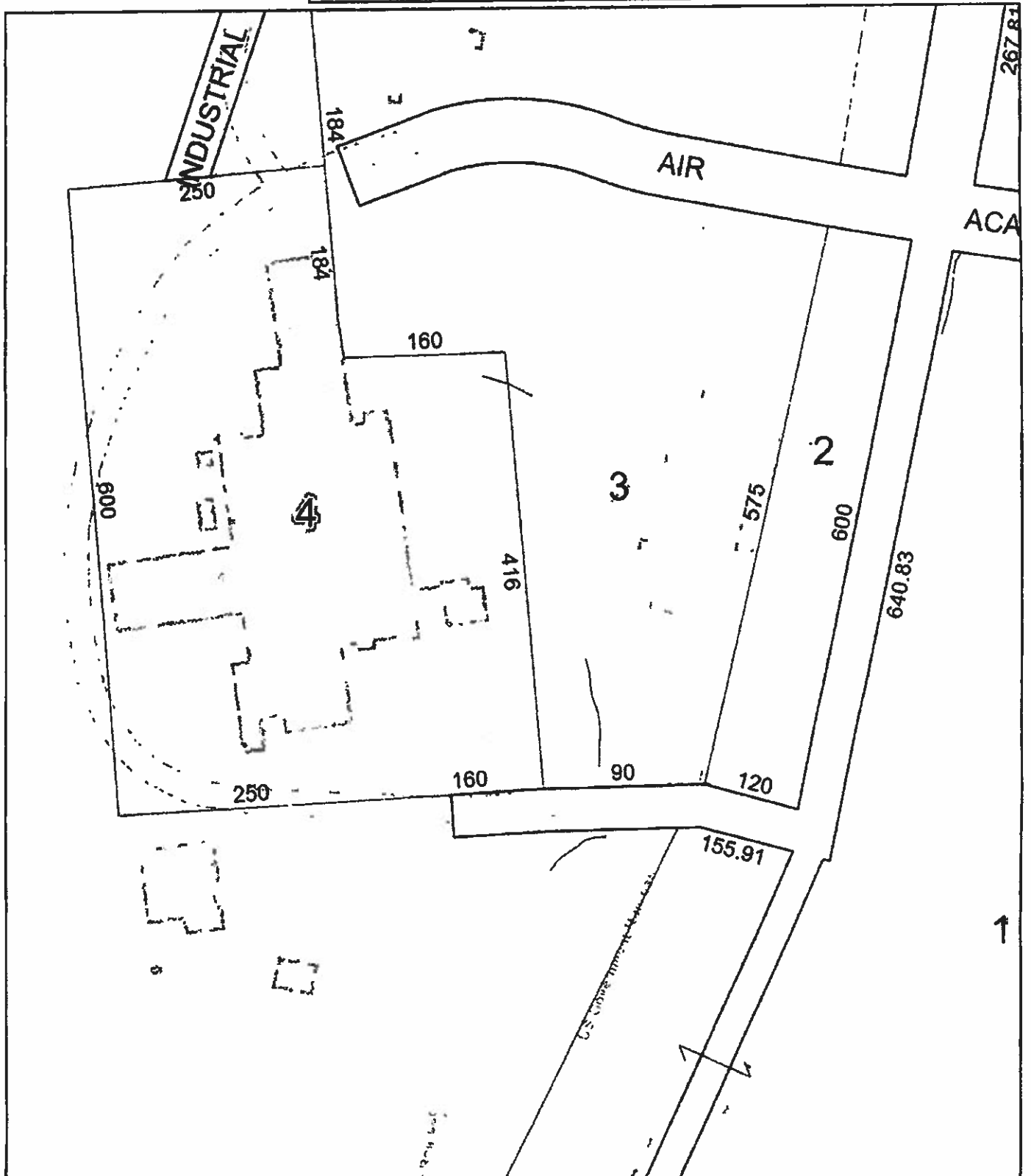
1 inch = 131 Feet



CAI Technologies

www.cai-tech.com

December 5, 2024



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Town of Houlton, ME

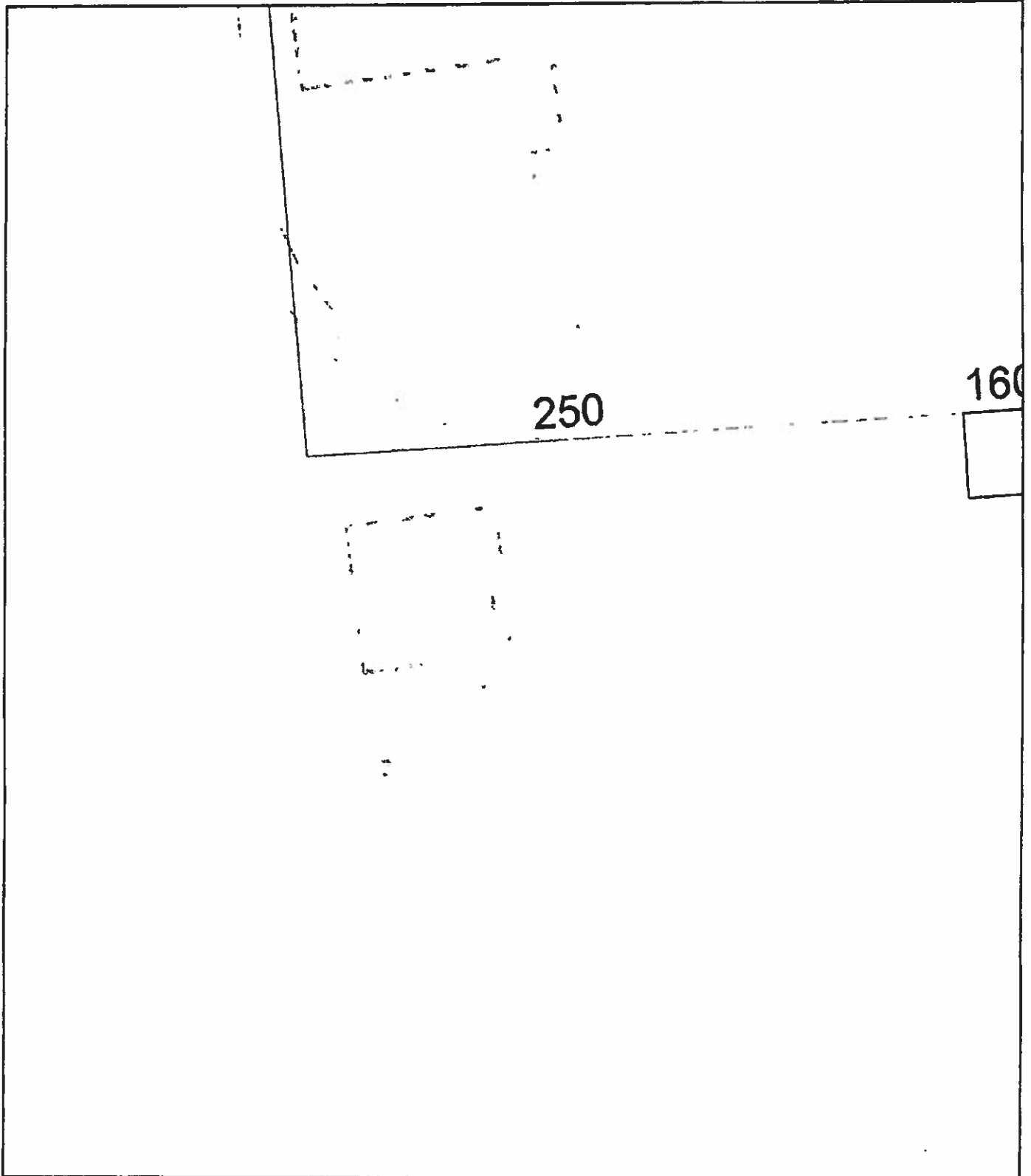
1 inch = 66 Feet



CAI Technologies
Precision Mapping and Geospatial Solutions

www.cai-tech.com

December 5, 2024



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II B

ARTICLE V SOLID WASTE MANAGEMENT

	Preamble	10-11
10-501	Definitions	10-11
10-502	Administration	10-13
10-503	Penalty	10-13
10-504	Residential Refuse Disposal Sites	10-14
10-505	Restrictions on Solid Waste Disposal	10-14
10-506	Authorized Disposal Site Users	10-14
10-507	Residential Refuse, Commercial Disposal	10-14
10-508	Waste Segregation	10-15
10-509	Resources Recovery	10-15
10-510	Property Rights Charges for Collection	10-15
10-511	Schedule of Charges for Disposal	10-15
10-512	License Required	10-15
10-513	Application and Issuance	10-16
10-514	License Fees	10-16
10-515	License Non-Transferable	10-16
10-516	Suspension and Revocation	10-16
10-517	Effective Date	10-16

10-10

GARBAGE COLLECTORS

ARTICLE V SOLID WASTE MANAGEMENT

PREAMBLE

WHEREAS, the Town wishes to remedy the constitutional defects in the Ordinance found by the Court by amending the Ordinance to provide for a) the exclusive collection and hauling of residential refuse generated within the Town by the Town or its contractor or franchisee and b) the exclusive disposal of such residential refuse generated within the Town by the Town or its contract or franchisee at a location and by a disposal entity to be determined by them while, at the same time, allowing individual homeowners who so choose to bring their residential refuse to a disposal site designated by the Town;

WHEREAS, the collection, hauling and disposal of residential refuse is a governmental function, and, as such, may be taken over by the Town to the exclusion of commercial haulers of residential refuse;

WHEREAS, the Town has the right to "privatize" the governmental function of residential refuse collection, hauling and disposal by contracting with or franchising a private sector company to provide collection, hauling and disposal services to Town residents and to impose fees upon residents for those services;

WHEREAS, entering into an exclusive contract or franchise arrangement for residential refuse collection, hauling and disposal services will provide economies of scale that will result in lower per residence charges for these services;

WHEREAS, entering into an exclusive contract or franchise arrangement will ensure reliable provision of collection and hauling services which will further the interest of public health and safety;

WHEREAS, entering into an exclusive contract or franchise arrangement will permit the Town to better control the solid waste stream for the recovery of recyclables; and

WHEREAS, entering into an exclusive contract or franchise arrangement has the further advantage of allowing the Town to set rates for collection, hauling and disposal while, at the same time, removing from the Town the administration burdens of billing and collecting fees from residential refuse generators.

Sec. 10-501 Definitions

Bags - Plastic, paper, cloth or other sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by top. Total weight of a bag and its contents shall not exceed 35 pounds.

Bulky Waste - Stoves, refrigerators, water tanks, mattresses, box springs, washing machines, furniture, tires and other waste materials other than those allowed for containers, not including construction and demolition debris and wood and yard waste.

Bundle - Tree, shrub, brush trimmings or newspapers or magazines securely tied together forming an easily handled package not exceeding three feet in length or 35 pounds in weight.

Commercial Waste - Solid waste generated by stores, offices, restaurants, warehouses, multi-unit condominiums and apartment complexes and consolidated for collection and other non-manufacturing, non-processing activities; but it does not include household, process, industrial or special wastes or hazardous wastes.

Construction and Demolition Debris - Debris resulting from construction, remodeling, repair, or demolition of structures, excluding asbestos and other special wastes.

Container - A receptacle with a capacity of more than 20 gallons but less than ~~35~~ 55 gallons constructed of plastic, metal or fiberglass, having handles or adequate strength for lifting and having a tight fitting lid capable of preventing entrance into the container by vectors. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a container and its content shall not exceed 60 pounds.

Contract Documents - The Request for Proposals, Contractor's Solid Waste Management Services Proposal, General Specifications, Resolution of the Town Council,

Performance Bond, Contract and any addenda or amendments to the foregoing documents agreed to by the Town and the Contractor.

Contractor - The person, corporation or partnership performing solid waste management services under contract with the Town.

Dead Animals - Animals or portions thereof that have expired from any cause, except those slaughtered or killed for human use.

Disposal Site - A solid waste disposal facility possessing all necessary licenses and permits for disposal of solid waste.

Garbage - Every accumulation of waste (animal, vegetable, and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including but not by way of limitation, used tin cans and other food containers and all putrescible or easily decomposable waste animal or vegetable matter that is likely to attract flies or rodents), except (in all cases) any matter included in the definition of bulky waste, construction and demolition debris, dead animals, hazardous waste, rubbish or stable matter.

Hazardous Waste - Waste which by reason of its composition, characteristics or other inherent properties is dangerous to handle by ordinary means, or which may present a substantial endangerment to health or safety. "Hazardous Waste" shall also mean oil and petroleum products as well as waste which is defined as harmful, toxic, dangerous or hazardous at any time during the term of this agreement pursuant to (i) the Solid Waste Disposal Act, 42 U.S.C. Section 6901 et seq., as amended; (ii) the Maine Hazardous Waste, Septage and Solid Waste Act, 38 M.R.S.A. Section 1301 et seq., as amended; (iii) any other federal, state, county or local codes, statutes, regulations or ordinances; and (iv) regulations, orders or other actions promulgated or taken with respect to the items listed in (i) through (iv) above; provided however, that any such materials which are later determined not to be harmful, toxic, dangerous, or hazardous by any governmental agency or unit having appropriate jurisdiction shall not be considered "Hazardous Waste" unless a contrary determination has been or is made by any other governmental agency or unit having appropriate jurisdiction.

Industrial Waste - Solid waste generated by manufacturing facilities within the Town but not including a) hazardous waste or b) special waste, as defined in 38 M.R.S.A. Section 1303-C, which by reason of its composition, characteristics or other properties is not ordinarily acceptable for disposal at sites licensed for disposal of municipal solid waste. Excluded special waste shall include, but not be limited to, friable asbestos and oil contaminated soil.

Recyclable Materials - Items that possess physical and economic characteristics that allow them to be recovered, separated, collected or reprocessed for sale or reuse other than use as fuel for the generation of heat, steam or electricity.

Residential Refuse - All garbage and rubbish produced by a waste generator at a residential unit. Yard waste may be considered residential refuse if an agreement to that effect has been reached between the Town and the Contractor chosen by the Town for collection and disposal of residential refuse.

Residential Unit - A dwelling within the Town occupied by a person or group of persons comprising not more than one family. A residential unit shall be deemed occupied when either sewer or domestic light and power services are being supplied thereto. For billing and collection purposes, multi-family dwellings shall be considered to have the number of residential units as are occupied and each unit owner (condominium) or tenant (apartments) shall be billed separately unless refuse from all units in the building is collected in a dumpster or similar device, in which case it shall be treated as commercial waste.

Rubbish - All printed matter, paper, pasteboard, rags, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging or wrapping crockery and glass, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of wood waste, yard waste, bulky waste or stable matter. Ashes are not considered rubbish for purposes of this contract.

Solid Waste - "Solid Waste" means useless, unwanted or discarded solid material with insufficient liquid content to be free-flowing, including, but not limited to, rubbish, garbage, refuse-derived fuel, scrap materials, junk refuse, inert fill material and landscape refuse, but does not include hazardous waste, biomedical waste, septic tank sludge or agricultural wastes. The fact that a solid waste or constituent of the waste may have value or other use or may be sold or exchanged does not exclude it from this definition.

Stable Matter - All manure and other waste matter normally accumulated in or about a stable, or any other animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

Town - Town of Houlton, Maine.

Waste Generator - The occupants of residential or commercial units who generate refuse.

Wood Waste - Brush, bark, branches and wood chips.

Yard Waste - Grass clippings, leaves and other vegetable matter other than wood wastes and land clearing debris.

Sec. 10-502 Administration

A. The Town Council shall establish the rules and regulations governing the availability and use of any disposal site within the Town and owned by or operated under contract with the Town. The operation of any disposal site shall conform to all pertinent regulations and directives of all local, county, state or federal agencies, which may have jurisdiction.

B. It shall be the duty of any designated official under the authority of the Town Manager to include, but not limited to the Code Enforcement Officer, the Chief of Police, the Local Health Officer, or any other authorized designee to enforce the provisions of this section.

C. The Town may authorize the Town Manager to enter into contracts with the contractor.

Sec. 10-503 Penalty

A. Waste generators who violate any of the provisions of this chapter shall be punished by a fine of not more than one hundred dollars (\$100.00) plus costs and attorney's fees for the first offense and a fine or forfeiture of not more than five hundred dollars (\$500.00) nor less than two hundred dollars (\$200.00) plus costs and attorney's fees for each subsequent offense, which fines shall be recovered upon complaint to the town.

B. Commercial waste-hauling companies that violate any of the provisions of this chapter shall be punished by a fine of not more than one hundred dollars (\$100.00) plus costs and attorney's fees for the first offense and a fine or forfeiture of not more than five hundred dollars (\$500.00) nor less than two hundred dollars (\$200.00) plus costs and attorney's fees for each subsequent offense, which fine shall be recovered upon complaint to the town.

Sec. 10-504 Residential Refuse Disposal Sites

Town residents who do not use the residential refuse collection services of the Town or its franchisee or contractor shall dispose of their residential refuse at the disposal site designated by the Town Council.

The disposal of residential refuse generated within the Town by any waste generator at any place other than at the disposal site designated by the Town Council is prohibited unless the refuse has been collected by the Town or its contractor, in which case it may be disposed of at any disposal site.

Sec. 10-505 Restrictions on Solid Waste Disposal

A. No person shall dispose of solid waste or refuse of any kind upon any land within the Town unless such land is a solid waste disposal site. Nothing in this section

shall prohibit any person from composting vegetable and plant materials on their property for non-commercial use.

The owner of any lot, or any other person with the permission of the lot owner, may deposit or dump inert substances such as earth, rocks, concrete or similar material for fill purposes only, subject to state or local land use regulations.

B. Certain materials may be excluded by regulation from those refuse materials, which may be deposited at a disposal site. These excluded materials may include wood, trees, tree limbs, branches, ties, logs, leaves, twigs, grass, plant cuttings, stumps, junk automobile bodies and bulky waste which may require special processing prior to disposal.

C. Except for licensed disposal of hazardous, special, or infectious wastes, it shall be unlawful for any person to burn or incinerate any solid waste within the town other than wood, trees, tree limbs, branches, ties, logs, leaves, twigs, grass, and plant cuttings.

D. No property owner within the Town shall or allow their tenant(s) to so deposit or store on their property, outside of any building, any residential refuse except in containers, awaiting timely transport to a transfer station or sanitary landfill ("timely transport" as used herein shall mean within two [2] weeks). All containers, when kept on the premises, shall be kept so that said containers are securely covered at all times.

E. When containers are placed curbside for collection by a licensed contractor, said containers shall be removed by 8:00PM on the day of collection.

F. The owner of property is, for the purpose of section 10-505 of this article, presumed to have knowledge of any violation of this section by their tenant(s), and shall be responsible for acts of their tenant(s) that are in violation of this section.

G. It shall be considered a violation of this section for any person to use another persons' or entities' means of disposal, e.g., dumpster, to dispose of their residential waste.

Sec. 10-506 Authorized Disposal Site Users

The availability and use of the portions of any disposal site owned by the Town or operated under contract with the Town shall be limited to residents of the Town for the sole purpose of disposing of solid waste generated within the Town, and to those residents of any other municipality which may, by written agreement of the Town, be authorized to use such portions of the disposal site. As a means of use control, the Town may distribute vehicle permits to authorized users, which shall be affixed to user vehicles. Failure to exhibit such permit shall result in denial of use of the site.

Sec. 10-507 Residential Refuse, Commercial and Industrial Waste Collection and Disposal

A. If the Town grants a franchise or has entered into a contract for the provision of residential refuse collection and disposal services pursuant to Section 10-510(3) all waste generators within the Town who produce residential refuse shall, except as otherwise provided herein, individually contract with the Town's designated contractor for the purposes of removing residential refuse from the curb of a public or private road, or such other area as the franchisee or contractor may designate. In lieu of using collection services, residents may individually dispose of such residential refuse at the disposal site designated by the Town Council.

B. All residents of the Town who produce commercial waste or industrial waste shall contract with a waste hauler for waste collection and disposal or shall individually dispose of waste at an appropriate disposal site

Sec. 10-508 Waste Segregation

Residential waste shall be kept separate from commercial waste at all times during collection, transportation and delivery to any designated disposal site. Solid waste generated or collected outside of the Town shall at all times be kept separate from solid waste generated or collected in the Town.

Sec. 10-509 Resources Recovery

For the purposes of resource recovery, the Town Council may require solid waste to be separated into such categories as may be established by Town regulations and disposed of only in such manner and at such disposal sites and locations as designated.

Sec. 10-510 Property Rights; Charges for Collection; Contracting

A. Any solid waste offered for collection and disposal shall become the property of the Town or its, franchisee or contractor, as the case may be. No one shall salvage, remove or carry off any such deposited solid waste without prior approval of the Town or the franchisee or contractor.

B. The Town Council may establish a system for the collection of acceptable solid waste and may adopt such rules and regulations and adopt within the Town such schedule changes for such collection service as may be appropriate which are on file in the Town Clerk's office.

C. The Town Council may enter into an exclusive franchise or contract with a private contractor to provide residential refuse collection, hauling and disposal services within the Town. The Town Council may also contract for other services. Such contracts may provide for the chosen franchisee or contractor to act as agent for the Town in billing and collecting charges for solid waste collection, hauling and disposal services established under this Ordinance.

Sec. 10-511 Schedule of Charges for Disposal

A. The Town Council may establish by order schedules of solid waste disposal charges to be charged for the use of the disposal site or any portion of the disposal site owned by the Town or operated under a contract with the Town, which schedules may include different waste disposal charges for residents of the Town, businesses located within the Town and commercial haulers collecting commercial and industrial waste within the Town and may include different schedules for disposal of different kinds of solid waste. All fees collected shall be for the use of the Town and are on file in the Town Clerk's office.

B. Charges for residential refuse collection and disposal services required to be performed pursuant to this Ordinance shall be determined by the Town Council.

Sec. 10-512 License Required

No person or entity shall operate a commercial enterprise for the collection, hauling or disposal of solid waste, garbage, bulky waste, construction and demolition debris, rubbish, yard waste, and refuse and other trash in the Town without having first obtained a license therefore from the Town. An exclusive commercial license shall be issued for collection and disposal of residential refuse. That license shall be issued to the Town or to the party with whom the Town has a franchise or contract for those services.

Sec. 10-513 Application and Issuance

Applications for licenses shall be filed with the Town Clerk on or before July 1 of each calendar year upon forms provided by the Town. Initial applications shall be approved by the Town Council after determining that the requested service for said collection is required by public convenience and necessity and that the applicant is reliable, willing, and able to perform said service and to conform to the provisions of this Article and State and Federal Law. The Town Council shall authorize the Town Clerk to issue said license on behalf of the Town. Upon receipt of an application for renewal and on recommendation of the Code Enforcement Officer, the Town Clerk may issue a license renewal without the necessity of further action by the Town Council.

As to initial and renewal license, no application shall be acted upon until applicant has shown proof that applicant has complied with Department of Environmental Protection Regulations, Chapter 411 Non-Hazardous Waste Transporter License, or is exempt therefrom.

Sec. 10-514 License Fees

No license shall be issued or continued in operation unless the holder thereof has paid an annual fee of \$25.00 per vehicle used in the collection business. Said license fee shall be for the fiscal year ending June 30th.

Sec. 10-515 License Non-Transferable

No license may be sold, assigned, mortgaged or otherwise transferred.

Sec. 10-516 Suspension and Revocation

The Town Council is hereby given the authority to suspend or revoke any license issued under this article for failure or refusal to comply with the provisions of this article or any State or Federal law. However, no license may be revoked unless the licensee has received notice and has had an opportunity to be heard.

Sec. 10-517 Effective Date

The effective date of this ordinance shall be October 22, 2009

State of Maine
 Community Development Block Grant Program
 2024 Public Service Grant Program



IHC

Letter of Intent to Apply

Due at DECD on or before April 26, 2024, 4:00 p.m.

Letters of Intent may be submitted via email to: ocd.loi@maine.gov
 Please enter "PS LOI" in the subject line.

All communities wishing to apply for a 2024 Public Service Grant must use this Letter of Intent to document compliance with requirements established by Title I of the Housing and Community Development Act of 1974, as amended and the State of Maine CDBG program. Applicants who submit a completed and approved Letter of Intent will be notified by OCD that they are eligible to submit a full application. Eligibility to submit a full application does not imply final project approval or funding. **Funds will not be available until after July 1, 2024.**

A. APPLICANT ELIGIBILITY

1. Legal Applicant:

Applicant:	Town of Houlton	Phone:	(207)521-5938
Address:	21 Water Street	Fax:	(207)532-1304
City, ZIP:	Houlton, ME 04730	E-Mail:	comm.development@houlton-maine.com
Chief Official:	Jeremy Smith, Town Manager		
Census Tracts #(s) Where Proposed Activities Will Occur:	Census Tract 9524 Aroostook County ME		
Applicant UEI (please visit www.sam.gov) #:	EVJ3JUX4NKK5		

2. Applying on Behalf of Sub-Grantee (if applicable): (e.g.: Non-Profit, etc.)

Sub-Grantee:	Carleton Project	Phone:	(207)521-1302
Address:	52 Main Street	Fax:	
City, ZIP:	Houlton, ME 04730	E-Mail:	lihaggerty@gmail.com
Agency Rep:	Lilly Haggerty	Title	Executive Director

B. PROJECT INFORMATION

Provide a concise description of the proposed project below. The scope of work should be very specific in identifying how the CDBG money will be used, how the proposed PS activities represent a new or expanded service and how the service will continue after CDBG assistance.

Carleton Project (CP) is a community-based resource providing mental health services and high school education to its students. They propose to continue and expand their services which include their alternative education offerings, Mental Health and Family Support programs and supporting Restorative Justice practices.
 The CDBG funds will be used to provide scholarships to students from low to moderate income

families. They will also be used to develop a virtual platform for their programming, enhance their Mental Health and Family Support programs and supporting Restorative Justice Practices.

The CP does not receive funding directly from some of the school districts in the area so the scholarships would provide the means for children who have not found success in a traditional public school to take advantage of this self-paced education.

The virtual platform will be a learning tool that can be used by any student whether homeschooled, in transitional housing or even outside the immediate area.

CP has a Licensed Clinical Social Worker on site who provides therapy for the students and helps them to clearly identify their goals and aspirations. These services would be enhanced by providing time for the families of the students and by offering family activities through the program. Additionally, CP has the ability to expand the availability of Restorative Justice Practices because they have a certified individual able to perform these functions currently on staff.

C. COST ESTIMATES & PROJECT FUNDING

Provide the estimated project cost, amount of CDBG funds to be requested and sources, amounts and dates secured for all anticipated cash matching funds. Clearly state the source of the cost estimates.

Total Estimated Project Cost:	\$200,000	CDBG Request:	\$ 100,000
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Funding Source	Amount	Date Secured
Carleton Project	\$50,000	On Hand
In-Kind Services	\$50,000	Pending
CDBG	\$100,000	Pending
TOTAL:	\$200,000	

D. NATIONAL OBJECTIVE

Check the appropriate box below and attach all required documentation listed in the appropriate box.

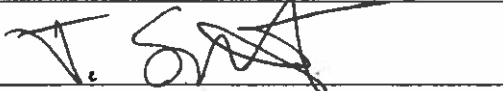
BENEFITTING LOW-TO-MODERATE INCOME PERSONS (LMI)	
	Community-Wide LMI National Objective (for Public Safety Equipment only) Attach Census Figures indicating 51% or more of the community is LMI along with a completed <u>Beneficiary Profile</u> OR recent survey materials meeting the requirements set forth in OCD Policy Letter Number 19 and Income Survey Methodology Handbook.)
X	Predominant Use by LMI National Objective Attach documentation that the public service activities to be provided by CDBG funds will benefit LMI persons, where at least 51% of participants are LMI.
	Limited Clientele LMI National Objective Attach written documentation that the proposed CDBG activity will serve a HUD recognized Limited Clientele group as set forth by the United States Department of Housing and Urban Development in 24 CFR Part 570 and the State of Maine CDBG Program. Limited Clientele Groups are: Abused Children, Battered Spouses, Elderly Persons, Severely Disabled Adults, Homeless Persons, Illiterate Adults, Migrant Farm Workers or Persons Living With AIDS.

Applicant Certifications

a. To the best of my knowledge and belief, the information in this Letter of Intent and all attached documentation is true and correct.

b. This pre-application complies with all applicable State and federal laws and regulations; and

c. Approval of this Letter of Intent by OCD to submit a final application does not imply final project approval or funding.

	Town of Houlton	08/29/2024
Signature of Chief Executive Officer	Name of Community	Date: mm/dd/year

III D

County of Aroostook

COMMISSIONERS' OFFICE

COUNTY ADMINISTRATOR

RYAN D. PELLETIER



COUNTY COMMISSIONERS

William Dobbins
HOULTON

NORMAN L. FOURNIER
WALLAGRASS

PAUL J. UNDERWOOD
PRESQUE ISLE

2023 AMERICAN RESCUE PLAN ACT (ARPA) GRANT AWARD CONTRACT AGREEMENT

This AGREEMENT, entered into by and between the COUNTY OF AROOSTOOK, (hereinafter "County" and the TOWN OF HOULTON (hereinafter "Grantee").

WITNESS, That the County and the Grantee, for consideration paid, hereby agree as follows:

A. FUNDING AWARD

The sum of \$300,000 has been awarded to the Town of Houlton to complete an eligible ARPA Funding Project. The funding is contingent upon adequate ARPA funding and the Grantee fulfilling the requirements of this contract and completing a project that meets the ARPA Program Statement guidelines and requirements.

B. MATCHING FUNDS

- Matching funds will total a minimum of 25 % of the grant award amount for all Public Health and Negative Economic Impact Projects, 50% of the grant amount for all Water and Sewer Infrastructure Projects, and 100% for all Broadband Infrastructure Projects. The Grantee is responsible to provide funding for any project cost balance beyond the grant and matching amounts.
- Other Federal Funding being utilized on this ARPA Grant Project may have limitations in regards to matching components. Please research all funding to determine Federal Funding status and their matching component guidelines.

C. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant Award Agreement.

- The Representative for the County and his contact information are identified on the Program Statement and Application.
- The Representative for the Grantee and their contact information are identified on the Grant Application.

D. PURPOSE

The County and the Grantee have entered into this Grant Award Agreement to undertake a local project that furthers the goals and objectives of the ARPA Program Statement Guidelines and Fund Program. The project will be undertaken by the Grantee and will include the activities described in their Application's Project Description and Scope of Work. The project must be undertaken in accordance with all applicable federal, state and local laws and ordinances.

E. CONTRACT TERM

This contract shall commence on July 3, 2023 and end at the project and grant closeout, not to continue past December 31, 2024. This contract may only be extended if funding is still available and projects are obligated as outlined in the Program Statement and Final Rule issued by the US Department of Treasury for the American Rescue Plan funding. All funds must be expended and work performed and completed by **December 31, 2026**. If a contract extension is required, it will be agreed upon by both the County and Grantee for an amount of time determined by the County.

F. SUPERVISION

The ARPA Fund Administrator overseeing awarded projects will be supervised by the County Administrator and be subject to all County of Aroostook Policies and Procedures.

G. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT INPUTS

Grantees shall submit project expenditure invoices to the ARPA Fund Administrator for reimbursement. Invoices must not be dated prior to Awards being approved by the County Commissioners. Only eligible expenditures associated with the awarded ARPA Grant project will be reimbursed.

H. BILLING PROCEDURES AND PAYMENT INPUT

The County shall reimburse the Grantee for eligible project expenditures up to the maximum payable under this Grant Award Agreement. When requesting reimbursement for costs incurred or expenditures made, the Grantee shall submit a signed and completed Invoice Voucher, referencing the Project Scope of Work project activity performed, and any appropriate documentation. The Invoice Voucher must be certified by a representative of the Grantee with authority to bind the Grantee.

Each Invoice Voucher must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the project since the last invoice was submitted, as well as a report of project status to date. The County will not release payment for any reimbursement request received until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, the County shall promptly remit a reimbursement payment to the Grantee. The final Invoice Voucher payment shall not occur prior to the completion of all project activities as identified in the Project Scope of Work. The Grantee shall submit all Invoice Vouchers and any required documentation via email to: *****steve.pelletier@aroostook.me.us***

The County will reimburse the Grantee upon acceptance of reports documenting work on the Project and receipt of properly completed invoices, which shall be submitted to the County not more often than monthly.

Payment shall be considered timely if made by the County within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

No payments in advance or in anticipation of services or supplies to be provided under this Grant Award Agreement shall be made by the County.

Duplication of Billed Costs: The Grantee shall not bill the County for work performed under this Grant Award Agreement, and the County shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including other grants, for such work.

Disallowed Costs: The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its sub-grantees.

I. REPORTS

The Grantee shall furnish the County with Project Status Reports when submitting Invoice Vouchers and Final Progress Report at project completion. Grantee's failure to provide required reports may result in termination of this Grant Award Agreement.

J. MODIFICATION TO THE PROJECT BUDGET

- The Grantee shall notify the County in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Project Costs that would increase the line item by more than ten percent (10%). Conversely, the County may initiate the budget modification approval process if presented with a request for payment under this Grant Award Agreement that would cause one or more budget line items to exceed the 10 percent (10%) threshold increase described above.
- Any such budget modification or modifications as described above shall require the written approval of the County (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this Grant Award Agreement will retain and make any and all documents related to such budget modifications a part of their respective Grant Award file.
- Nothing in this section shall be construed to permit an increase in the amount of awarded ARPA Grant funds.

K. TERMINATION FOR FRAUD OR MISREPRESENTATION or PROJECT INACTIVITY

In the event the Grantee commits fraud, makes any misrepresentation in connection with the Grant application or during the performance of this Grant Award Agreement, or the project has not started within 6 months of the grant award, the County reserves the right to terminate or amend this Grant Award Agreement accordingly, including the right to recapture all funds disbursed to the Grantee under the Grant Award Agreement.

L. AMENDMENTS

This Grant Award Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

M. COMPETITIVE BID REQUIREMENTS

Project bid process and requirements shall meet the Uniform Guidance of the ARPA Program Statement for Financial Management, Procurement, and Construction Contracts.

N. EQUAL OPPORTUNITY

The County is an equal opportunity employer and will continue to abide by all state and federal equal employment laws. Likewise, the Grantee, sub-grantees, contractors, and sub-contractors associated with the awarded grant projects shall abide by all state and federal equal employment laws.

O. APPROVAL

This Grant Award Agreement shall be subject to the written approval of the County Administrator and shall not be binding until so approved. The Grant Award Agreement may be altered, amended, or waived only by a written amendment executed by both parties.

To be effective, this Contract must be approved by an affirmative vote of the Board of County Commissioners and of the Municipal/Non-profit Officers (Selectman, Council, Board, etc.) of the Municipality/Non-profit at a publicly announced and duly called meeting.

P. LIABILITY/INDEMNIFICATION

The Grantee agrees to assume liability, to indemnify and hold harmless the County, its employees, officials and agents, for any loss caused by any errors or omission of the ARPA Fund Administrator in his capacity in the performance of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the **9th day of December, 2024**

WITNESS

COUNTY ADMINISTRATOR

MUNICIPAL/NON-PROFIT OFFICIALS

WITNESS

SELECTMAN/COUNCIL/CEO